

"Sahjanand Avenue"
AGREEMENT FOR SALE (WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE is made at Gandhinagar on this ____ day of
....., 201 by and between ;

M/s OM CORPORATION, a partnership firm through its partners.....

(1) Dineshbhai Lavjibhai Patel, aged about 46 years, hindu by religion,
occupation business, residing at : 17, Vitthalnagar Society, B/h. Civil
Hospital, Camp Road, Shahibag, Ahmedabad.

(PANo. ADXPP 0330 M)

(2) Charulataben Mansukhbhai Pokal, aged about 41 years, hindu by
religion, occupation business, residing at : 903, Sahjanand Park, Shahibag
Road, Ahmedabad.

(PANo. AHLPP 7040 D)

(3) Rushikesh Realty Pvt. Ltd. through its authorized director,
Mansukhbhai Ambabhai Pokal, aged about 46 years, hindu by religion,
occupation business, residing at : 903, Sahjanand Park, Shahibag Road,
Ahmedabad.

(PANo. AAACR7472 A)

(4) Pravinaben Rameshbhai Randadia, aged about 46 years, hindu by religion, occupation business, residing at : Akshardham Bungalows Vibhag-2, B/h Water Tank, Bopal, Ahmedabad.

(PANo. AHMPR8128 B)

(5) Mansukhbhai Ambabhai Pokal, aged about 46 years, hindu by religion, occupation business, residing at : 903, Sahjanand Park, Shahibag Road, Ahmedabad.

(PANo. ADTPP 7403 L)

Vendor no. (5) Mansukhbhai Ambabhai Pokal, himself and constituted Power of Attorney of Vendor nos. (1) to (4).

All above are hereinafter referred to as "**THE VENDORS**" and-or "**The Partners of Om Corporation**" (which expression shall unless repugnant to the context or meaning thereof mean and include the said vendors and their firm and its partners from time to time, their heirs, successors and assignees) of the **ONE PART:**

AND

MR./MRS. _____

Religion : Hindu, Age about ____ years, Occupation : _____,

(PANo. _____)

Residing : _____

hereinafter called "**the Purchaser/s,**" or "**the Member/s**" (which expression shall, unless it be repugnant to the context or meaning thereof mean and include each of them and his / her / their respective heirs, executors, administrators, successor or successors and assignees) of the **SECOND PART :**

AND

M/s Angirath Developers, a partnership firm represented by its authorized Partner **Mr. Mrugesh Bhartkumar Patel**, Aged about 41 year, Occupation Business, Address : 697, Badshah Ni Pol, Gomtipur, Ahmedabad, hereinafter referred to as "**THE VENDOR**" and-or "**THE FIRM**" (which expression shall unless repugnant to the context or meaning thereof mean and include the said Firm and its partners from time to time , their heirs, successors and assignees) of the **THIRD PART- CONFIRMING PARTY:**

WEHREAS the M/s Om Corporation a partnership firm is the owner of the land bearing Sub-Plots Nos. 13, 14, 19 & 20 located in the scheme named "Rajpath Bungalows Vibhag-3" total admeasuring 940 Sq. Mtrs. situated on the non agriculture land bearing revenue survey no. 52 in the village limit of Sargasan, Taluka Gandhinagar and District Gandhinagar. (Hereinafter Referred to as "Said Entire Land").

AND WHEREAS the confirming party has appointed as developer of the said scheme named **"Sahjanand Avenue"** launched on the land of plots no. 13, 14, 19, & 20 by way of executed development agreement and thereby said confirming party is the possessor and exclusively authorizes to sell the flats and shops of the said scheme named **"Sahjanand Avenue"**

AND WHEREAS thus the said vendor firm in perusal of approved plan by Gandhinagar Urban Development Authority and finalize the residential scheme of flats to be named as **"Sahjanand Avenue"** on the said entire land.

AND WHEREAS the said member visited on the place of the said scheme and inquired the location and quality of scheme. The member/s has understanding and knowing from authorized person the said vendor Firm to all the features and facilities and materials utilized in the said scheme. The member/s has made known to the title clearance of the firm to entire land of the scheme and he/she/they has satisfied for the same. Thereafter the member/s has agreed to book in the name of his, the Flat No. _____ in the said scheme at the lump sum price of **Rs. _____/- (Rupees _____ Only)** as agreed by the member/s herein with the specific terms that the construction of this agreement.

AND WHEREAS the member/s has requested to execute an agreement for Sale (Booking) on his/her/their name/s for the **Flat No. _____** on _____ Floor in **"Sahjanand Avenue"** more particularly described in the schedule hereunder written and the said Firm agreed to execute the agreement for Sale (Booking) as per the terms and conditions mentioned herein.

NOW THIS AGREEMENT FOR SALE (BOOKING) WITNESSESTH and it is hereby mutually agreed by and between the parties here to as under:-

1.
- The Firm agreed to book in the name of member/s the "said property" more particularly described in the schedule herein under written together with all rights and appurtenances thereto at or for a total consideration of **Rs. _____/- (Rupees _____ Only)** as per estimate given by firm's authorized engineer. The member/s has paid/to be paid following amount as earnest money and consideration.

Sr No	Particulars	Amounts Rs.
1.	Earnest Money Rupees _____ only paid by Cheque no. _____ of _____ Bank _____ Branch, on Dated : 20/03/2014.	_____ /-

2. The period to complete the transaction for the said property before _____ month and to execute and registered the deed of conveyance in favor of member/s. It is further agreed that in case of delay, the said Firm shall mutually extent the period for completion for conveyance of the said Flat however it shall be only at the option of confirming party.
3. It is agreed that the remaining balance consideration is to be paid as per the understanding arrived, by the purchaser to the Firm as mentioned hereinabove on or before execution of the registered deed of conveyance of the said Flat in favor of the member/s.
4. As per the terms and conditions of this agreement deemed by the member/s and he/she/they is/are agreed to purchase the said Flat at consideration amount mention in the Para-1.
5. if in spite of the vendor readiness and willingness to complete the sale, the purchasers fail to make the balance payment towards the construction and purchase of the said property as per the payment schedule and to complete the transaction within the stipulated time period herein, the transaction within the stipulated time period herein, the Vendor shall be entitled to forfeit the amounts paid by the Purchaser to them as hereinbefore mentioned and this Agreement and these presents shall stand automatically cancelled and the Vendor shall be entitled to forfeit the amount received from the purchaser and the vendor shall have full authority to deal with the said property right to dispute about the same and the Vendor will automatically have the rights and powers to even execute and if required register a Cancellation Agreement canceling these presents and also execute and register fresh Agreement and conveyance in favor of the new intending purchaser/s.
6. The Firm agreed that the Vacant and peaceful possession of the said Flat shall be handed over to the member/s at the time of execution of deed of conveyance the possession of the said Flat.
7. All taxes, rate, service tax and other taxes, cess, charges and other out goings with respect to the said land and premises payable to any local authority or Government up to the date of conveyance shall be borne by the Firm and thereafter the same will be borne by the member/s only.
8. The Purchaser/s agree and undertake to abide with following terms and condition of the scheme having agreed to adhere to the scheme and only after the Purchaser/s having agreed to the said terms and condition of the scheme has the Vendor agreed to enroll the Purchaser/s as its members and the vendor have agreed to sell, construct and transfer the said property in favor of the purchaser/s.

9. The Terms and Conditions of this agreement as follows :-

- (i)** The purchaser/s shall have to contribute towards building maintenance and the purchaser/s shall also have to contribute to such accidental future expenses to be incurred for the maintenance of the said complex without any dispute or delay.
- (ii)** The purchaser/ shall never change the name of the scheme which scheme shall forever be known "Sahjanand Avenue".
- (iii)** The purchaser/ shall have to compulsorily use the said property for personal residential use only and shall never use the said property for running a shop or office or for any commercial use or any other purpose other than residential use;
- (iv)** The purchaser/s further declares that it shall never make any change in the outer elevation of the scheme and its outer color/paints and shall also not make any change in the internal or outer structure of the property and/or scheme however the maintenance of the said property shall be done by the purchaser/s at its own costs and expenses.
- (v)** The purchaser/s further declares that they shall never make any division or partition of the said property and shall also never remove any internal walls.
- (vi)** That purchaser/s shall keep the said property, its walls, the common passage, parking slot and lift in net, clean and hygienic condition and the purchasers shall never use the said property or the common passage in front of the said property in such a way so as to create any nuisance to the neighbors or the other members of the said scheme.
- (vii)** The purchaser/s hereby agrees and undertake to use the said premises, common passages and common space, parking space, lift of the said scheme with due diligence and shall not keep any things or articles in the common passage/corridor or through any thing out side in common space or in the common passage whereby it creates a nuisance or dirt and thereby inconvenience to the other members of the scheme.
- (viii)** The purchaser/s shall use the said property and the common amenities and facilities of the scheme with due diligence and shall also maintain the water connection, gutter connection, electric connection and other connection in the said property and the purchaser/s shall have to always keep the said property fully insured;

- (ix)** The purchaser/s shall compulsorily abide itself with the rules, regulations, resolutions and decisions of the Scheme;
- (x)** The purchaser/s further declare that they have verified the site and have also seen the brochure and further confirm that the dimensions and area mentioned in the brochure are approximate and indicative and shall accept the property as per the actual dimension and actual area; the purchaser/s further declare that they have verified and brochure and further confirm that it shall not be considered as a part of legal document.
- (xi)** The purchase/s further agree and undertake to contribute to the Vendor over and above the sale consideration and additional sum towards GUDA/Gram Panchayat's charges, Electricity connections and maintenance. The purchaser/s shall immediately pay the same to the Vendor before getting the Deed of Conveyance duly executed and registered in their favour and/or taking of the possession of the said property.
- (xii)** The purchaser/s hereby agrees and undertakes to enter as member of the service society (to be register) and contribute all charges on monthly or yearly or on one time basis as may be decided by the service society (to be register) and required for the management of the scheme. That the Purchaser/s shall be compulsory member of the service society (To be Register) and shall be following the rules and regulations of the service society (To be Register).
- (xiii)** The purchaser/s shall not store any dangerous materials or explosives in the said property.
- (xiv)** The purchaser/s shall never do any illegal activity in the said property.
- (xv)** The purchaser/s hereby agrees and undertakes that the Vendor has comply them with all the documentary evidence in regard to the title of the said scheme and the property and only after having satisfied with the same has agreed to purchase the said property form the Vendor.
- (xvi)** The purchaser declares that after having made the full and final payment and having adhered to all the terms of the contract and the Vendor having obtained the Building Use permission from the GUDA in respect of the entire scheme, thereafter shall claim for the possession of the said property from the Vendor.

(xvii) If the member/s does not carry out the terms of this agreement within stipulated period, then the Firm shall be entitled to recover from the member the remaining amount together with interest at the rate of 18% p.a. However, it will be the sole discretion of the Firm, to grant extra time for payment of balance consideration money to the member/s. Moreover, if the Firm is willing to sale the said Flat / Shop to the member on the terms and conditions required to be performed under this Agreement and if the member/s fails or neglects to complete the payment in terms of this Agreement and to make payment of balance amount of sale consideration, the Firm shall be entitled to forfeit the amount so paid by the member/s under this Agreement on account of default of the member/s under this Agreement and this agreement shall stand automatically cancelled and this agreement become void- ab-initio.

10. The Vendor Firm assures the member that the Firm has not entered into any kind of Agreement for Sale or any agreement or transfer of the said property with any person whosoever, that there is no litigation pending in any Court of law in respect of the said land and not created any mortgage, charge or encumbrance over the said land, no attachment is levied or injunction issued by any Government Authority or Court of law in respect to the said land.

11. The member/s shall not assign the benefit of this agreement to any person nor create any encumbrance or charge nor any kind of disposal without prior consent in writing of the Firm. Maybe the Firm while giving such written consent ought to charge transfer fees as it thinks fit.

12. All costs, charge and expenses, such as entire stamp duty, registration fees and incidental charge, Advocate fees relating to the execution of this Agreement, deeds and other Agreement or writing and Notary charges for the same shall be borne by the member/s. The deeds, Agreements, document and writing will be prepared by Legal Advisor of the Firm and only member/s shall bear his legal charges, stamp duty, Registration fees, typing fees etc.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective

hands and seals the day and year first hereinabove written.

-: S C H E D U L E :-

All the piece and parcel of the Flat No. _____ on the _____ floor admeasuring thereabout _____ Sq. Yds. means _____ Sq. Mtrs., in the Scheme known as "Sahjanand Avenue" together with proportionate undivided share of land

admeasuring thereabout _____ Sq. Mtrs in the entire land of scheme. The said scheme constructed upon the land bearing Sub-Plots Nos. 13, 14, 19 & 20 located in the scheme named "Rajpath Bungalows Vibhag-3" total admeasuring 940 Sq. Mtrs. situated on the non agriculture land bearing revenue survey no. 52 in the village limit of Sargasan, Taluka Gandhinagar and District Gandhinagar.

The boundaries of the Flat no. _____ as follows ;

- On or towards East :
- On or towards West :
- On or towards North :
- On or towards South :

SIGNED, SEALED AND DELIVERED

by the within all partners of

All partners of

M/s OM CORPORATION

- 1. Dineshbhai Lavjibhai Patel
 - 2. Charulataben Mansukhbhai Pokal
 - 3. Rushikesh Realty Pvt. Ltd.
 - 4. Pravinaben Rameshbhai Radadia
 - 5. Mansukhbhai Ambabhai Pokal
- No.5 himself and authorized Power of attorney
of No. 1 to 4

(The Vendors)

SIGNED, SEALED AND DELIVERED

by the within named **M/s Angirath Developers,**
a partnership firm represented by its
authorized Partner

Mrugesh B. Patel

(Third Part- Confirming Party)

In the presence of

Witness :-

1. _____

2. _____

Schedule under the section-32/A of Indian Registration Act

All partners of

M/s OM CORPORATION

1. Dineshbhai Lavjibhai Patel
2. Charulataben Mansukhbhai Pokal
3. Rushikesh Realty Pvt. Ltd.
4. Pravinaben Rameshbhai Radadia
5. Mansukhbhai Ambabhai Pokal

No.5 himself and authorized Power of attorney
of No. 1 to 4

(The Vendors)

(The Purchaser/s or the Member/s)

M/s Angirath Developers,

a partnership firm represented by its
authorized Partner

Mrugesh B. Patel

(Third Part- Confirming Party)