

SHREE

BANAKHAT

(AGREEMENT FOR SALE)

This Agreement is made on this ____ day of July-2017, ____ day, Ashad
Vad- ____ of Samvat Year 2073, between,

THE PARTY OF THE FIRST PART :-

- (1) Mr. SANJAY NARAYAN PATANKAR, Hindu Inhabitant, Aged about 52
Years, Occupation _____, Residing at Flat No. 7, Building No. B-2,
Vrundavan Housing Complex, New DP Road, Opp. Guruganesh Nagar,
Kothrud, Ex. Serviceman Colony, Pune, Maharashtra-411038.
- (2) Mrs. ANJALI SANJAY PATANKAR, Hindu Inhabitant, Aged about 49
Years, Occupation _____, Residing at Flat No. 7, Building No. B-2,
Vrundavan Housing Complex, New DP Road, Opp. Guruganesh Nagar,
Kothrud, Ex. Serviceman Colony, Pune, Maharashtra-411038.

Who will be hereinafter referred to in this Agreement for Sale as the Vendee - the
Party of the First Part or you, which expression mean and includes, the vendee, his
heirs, successors, assignees, executors, administrators, bearers and advocates, etc.

WHEREAS, this Banakhat is given in writing by :-

THE PARTY OF THE SECOND PART/PROPERTY OWNER :-

Sequence Realty, a Partnership Firm having its Office at Samanvay
Sequence, B/s. Omkara, Ambe Vidhyalaya Road, Manjalpur, Vadodara-390011 &
on behalf of the said Partnership Firm, its Managing Partner, Mr. ANKUR ATISH
PAREKH, Hindu Inhabitant, Aged about 29 Years, Occupation Business. Who will
be hereinafter referred to in this Agreement for Sale as the Vendor - Property Owner
or the Party of the Second Part or We, which expression means and includes, the
Vendor i.e. the Partnership Firm & all the Partners of the said Partnership Firm,
successors, assignees, executors, administrators, bearers and advocates, etc. of the
said Partnership Firm & all the heirs of the all the Partners of the said Partnership
Firm.

WHEREAS, We, the Party of the Second Part execute this Agreement for Sale in favour of you, the Party of First Part, in writing that, the Immovable property described hereunder absolutely belonged to and in occupation and possession of us, the Party of the Second Part, has been agreed to sale you, the Party of the First Part.

:- SCHEDULE OF THE PROPERTY:-

In Registration District Vadodara, Sub District Vadodara-3 (Akota), the Land bearing **Revenue Survey No. 328/2, 329/1 & 329/3** is situated in sim of Village Manjalpur, Taluka Vadodara & is totally admeasuring about 17215 Sq.Mts. That the said land is registered in the office of Vadodara City Survey, vide **City Survey No. 2100 & 2102** of Village Manjalpur. The said land is incorporated in **Proposed T.P. Scheme No. 29 (Manjalpur)** of the Vadodara Mahanagar Seva Sadan, which is given as **Final Plot No. 207/1** & is admeasuring about 12911 Sq.Mts. Out of the entire land; the land towards Southern side is admeasuring about 38975 Sq.Fts. & its of complete ownership of us, the Party of the Second Part. For the said land; we, the Party of the Second Part has taken Building Permission (Rajachitthi) from Vadodara Mahanagar Seva Sadan vide No. Ward-4, L-174/2016-2017 Dated 23-1-2017 for the scheme named as, " **SAMANVAY SEQUENCE** ". In the said scheme the **Commercial Tower** is situated towards the 36 Mts. wide Road i.e. on the Eastern side & behind that i.e. on the Western side, 'A' Tower, 'B' Tower, 'C' Tower & 'D' Tower, for Residential Flats are situated. In the said **Commercial Tower**, the Ground Floor & First Floor consists of Shops & Second Floor, Third Floor & Fourth Floor are consists of Offices. Out of the said **Commercial Tower**, an incomplete constructed office No. **28**, situated on the Second Floor is hereby agreed to sale to you, the Party of the First Part. That the construction area of the said office is admeasuring about 19.29 Sq.Mts. And the undivided proportionate portion of the land coming under the said office is admeasuring about 6.67 Sq.Mts. The said office under sale is bounded as under :-

Towards East : Office No. 27. The wall towards is common.

Towards West : Office No. 29. The wall towards is common.

Towards North : Common Passage.

Towards South : O.T.S.

For the land bearing Final Plot No. 207/1, the Collector, Vadodara, vide his order No. N.A./S.R./325/2013-14 No. Land-D/Kalam-65/Vashi/2671/13 Dated 3-10-2013 has granted N.A. permission for using the said land for Non-Agriculture purpose.

Accordingly, an incomplete constructed office situated on the Second Floor, as described in the schedule of the property, with rights for coming and going, with rights for disposal of water, with all the rights acquired by us in the said property, is agreed to sale to you, the Party of the First Part. The Sale Price of the said property has been agreed at ₹ _____ /- in words Rupees _____ only. And an amount of ₹100000/- in words Rupees One Lakhs only is been received by us, the Party of the Second Part from you, the Party of the First Part by way of Cheque towards the earnest money thereof. The balance amount of consideration is to be paid by you, the Party of the First Part as per below mention installations.

<u>Sr. No.</u>	<u>Nature of Instalment</u>	<u>Amount (in percentage)</u>
(1)	Within 15 days from today.	25%
(2)	At the time Plinth Level	15%
(3)	At the time of First Slab	10%
(4)	At the time of Second Slab	10%
(5)	At the time of Third Slab	10%
(6)	At the time of Fourth Slab	10%
(7)	At the time of Fifth Slab	10%
(8)	At the time of Masonry Work	5%
(9)	At the time of Possession (Sale Deed)	5%

Accordingly as stated in the aforesaid schedule you, the Party of the First Part have to pay the Sale Consideration to us, the Party of the Second Part. That, after receiving the full and final Sale Consideration from you, the Party of the First Part, we, the Party of the Second Part will execute the Sale Deed of the property agreed to sale.

But if you, the Party of the First Part fails to make the payment for the said property then you, the Party of the First Part shall not be entitled to ask for refund of the amount given towards earnest money and this Agreement to Sell shall be treated as cancelled. It is also expressly & clearly agreed between both the parties that, if under any circumstances, you, the Party of the First Part decide not to purchase the said property, that in that case eventuality as agreed between both the parties separately that, we, the Party of the Second Part are bound to pay an amount only after deducting the cancellation fees and that remaining sum of amount will only be paid to you, the Party of the First Part, after the said property is been agreed to be sale to the another person & only after receiving the sale amount from that person the remaining amount will be paid to you, the Party of the First Part & binding to that condition only, the property as described in the schedule is agreed to sale to you, the Party of the First Part. Over and above this, by way of this agreement to sell, it is clearly agreed between both the parties that, in that circumstances, if any liability of any kind Government Taxes arises to be paid, then **OR** if you, the Party of the First Part has demanded any extra construction work in the property which is agreed to sale to you, the Party of the First Part then in that case after deducting such amount the remaining amount will be only paid to you, the Party of the First Part. Further it is also hereby agreed that in case of cancellation, if any documentation work is to be carried out then in that case, all the expenses have to be borne by you, the Party of the First Part.

We, the Party of the Second Part have not created any charge of any nature over the said property in any manner. The said property is free from any encumbrances and the title to the said property is clear, marketable and free from encumbrances and by giving such assurance and promise, the said property has been agreed to be sale to you, the Party of the First Part. However, if any obstruction or obstacle comes in the way then, the said obstruction and obstacles shall be removed by us, the Party of the Second Part at our own cost.

That, prior to procure/obtain the Completion Certificate from Vadodara Mahanagar Seva Sadan, as per prevailing provisions of law, Tax for the period for One (1) Year for the said property is to be deposited in Vadodara Mahanagar Seva

Sadan. Hence it is clearly agreed between both the parties that, whenever we, the Party of the Second Part intimate you for the procurement of the Completion Certificate then you, the Party of First Part have to make us payment of such taxes within 7 (Seven) Days, over and above the sale consideration and if you, the Party of the First Part fail to make that payment then in that event you, the Party of the First Part shall have to make payment of such payable tax amount including interest to us, the Party of the Second Part and binding to this condition only you, the Party of the First Part have agreed to purchase the property as described in the schedule.

That, only after receiving the full & final payment of the Sale Consideration from you, the Party of the First Part, you the Party of the First Part have to get executed the Registered Sale Deed within 30 (Thirty) Days from us, the Party of the Second Part, only after we, the Party of the Second Part give the intimation for the same. Moreover, the Possession of the said property will be handed over to you, the Party of the First Part after 60 (Sixty) days of that said Sale Deed executed by us, the Party of the Second Part and binding to that condition only, you, the Party of the First Part have agreed to purchase the Property as described in the aforesaid schedule.

That the name of the scheme is given " **SAMANVAY SEQUENCE** " and the same shall remain permanent.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower situated on 36 Mts. wide road i.e. towards the Eastern side of the scheme known as '**Samanvay Sequence**' & for that reason you, the Party of First Part shall have no right, authority, share or claim in any common facilities and amenities related to '**A**' Tower, '**B**' Tower, '**C**' Tower & '**D**' Tower and binding & accepting the said condition only, you, the Party of the First Part hereby agreed to purchase the said property.

That for the Facilities of the Commercial Tower of the scheme known as '**Samanvay Sequence**', we, the Party of the Second Part are going to provide total two numbers of lift; staircase; common passage; common toilet block; parking facility in the basement & towards the 36 Mts. wide road; water bore with submersible pump; common water lines & common drainage line; common light

fitting; underground & overhead water tanks etc. That for the maintenance of these common facilities & amenities to be provided, an Association is to be formed for all the members of the Commercial Tower of the scheme known as '**Samanvay Sequence**' and you, the Party of the First Part have to become its member compulsorily and you are required to pay the proportionate maintenance and all other charges as per your share and with fulfilment of this condition only, the office described in the aforesaid schedule is hereby agreed to sale to you, the Party of the First Part. Moreover all the payment of Electricity Bills, Municipal Taxes, Government and Semi Government taxes etc. for these facilities are to be paid by the aforesaid society only. And if in future such maintenance charges are found insufficient to be paid by the said association, then in that case, this association may collect additional amount from all the members and in that case, you, the Party of the First Part have to pay such amount as demanded by the said association, without fail and with this specific condition only, the said office is hereby agreed to purchase by you, the Party of the First Part. Also all the repair and maintenance of the underground electricity line laid for the said Commercial Tower is to be done only by the aforesaid association formed for the Commercial Tower and moreover if the said association fails to do so, then in that case, each and every member of the said Commercial Tower has to do the said maintenance on his own cost and on giving that consent only you, the Party of the First Part has been agreed to purchase the said flat as described in the aforesaid schedule. Moreover it is further agreed by you, the Party of the First Part that we, the Party of the Second Part shall have no liability or responsibility for the same and with this specific condition only, the said office is agreed to sale to you, the Party of the First Part. Moreover we, the Party of the Second Part have floated the scheme known as '**Samanvay Sequence**' & for that reason; whenever an association is formed for the said Commercial Tower then in that association we, the Party of the Second Part will not deposit the maintenance charges in that association for the units which remain unsold with us & binding to that condition only you, the Party of the First Part has agreed to purchase the property as described in the schedule & therefore in future you, the Party of the First Part will

not arise or create any objection for the same, individually or together with the other unit owners.

You, the Party of the First Part or any of the members of the Commercial Tower will not have any right to use or utilise the Common Plot shown in the approved plan of the scheme known as **‘Samanvay Sequence’** & binding to that condition only you, the Party of the First Part have agreed to purchase the office as described in the aforesaid schedule.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower & for that reason, you, the Party of the First Part shall have joint and undivided share in the land beneath the Commercial Tower, in the proportion to the area of the premises agreed to sale to you, the Party of the First Part.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower & for that reason, that if under any circumstances, the whole Commercial Tower pull down or get damaged, then in that case, the premises owners of the Commercial Tower have to make new construction or reparation of his share, at their own expenses.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower & for that reason, staircase; common passages; water bore with submersible pump; common water lines & common drainage line; common light fitting; underground & overhead water tank etc. shall be used and utilized by all the owners of the said Commercial Tower as per the rules & regulation decided by association of the said Commercial Tower.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower & for that reason, that in the frame structure and in the Elevation and Colour, you, the Party of the First Part will have no right to make any changes in it. Moreover, you, the Party of the First Part cannot make or put any projection items, beneath the external walls of the office agreed to sale to you, the Party of the First Part. Moreover, you, the Party of the First Part will have no right to cover the common passage situated in front of the office agreed to sale to you, the

Party of the First Part or will have no rights to keep any advertisement board nor will have any right to create any obstruction for usage of the said common passage also.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower & for that reason, that the facilities of common passages, staircase, O.T.S. and other common facilities shall be used and utilized for the purpose for which it are made for. The Party of the First Part shall have no right to put any article or obstruction or can make any pucca or kachcha construction in the common passages, staircase or O.T.S. space.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower & for that reason, that in the terrace of the said Commercial Tower, you, the Party of the First Part or any other owners of the said Commercial Tower will have no rights in the terrace of the said Commercial Tower & the said terrace will remain in absolute ownership of us, the Party of the Second Part & with that complete understanding only, the said office described in the aforesaid schedule is hereby agreed to sale to you, the Party of the First Part. And moreover, if further F.S.I. is granted in future, and if further building permission is also granted by the Vadodara Mahanagar Seva Sadan for making further more construction on the said Commercial Tower, then in that case, you, the Party of the First Part or any of the owners of the said Commercial Tower will have no rights to take any objection or obstruction for that. And with this specific understanding only, you, the Party of the First Part has agreed to purchase the said office. And similarly, in future when we make that additional construction, then in that case, we are entitled to use and utilize all the common facilities of the said scheme known as '**Samanvay Sequence**' & also of the said Commercial Tower. Moreover we, the Party of the Second Part are entitled to use and utilize the said terrace and are also entitled to give the said terrace to anybody by means of sale, gift or rent. That is to say that we, the Party of the Second Part are entitled to sale the said terrace or lease it or mortgage it or can also put advertisement board or mobile tower etc. And in that case, you, the Party of the First Part or the union of all other owners of the said Commercial Tower are not entitled to raise any objection or obstruction. And if in future, we, the Party of the Second Part

sale the said terrace or give the said terrace on rent than in that case also, that person will also have rights to use & utilize the said terrace.

At present in terrace of the said Commercial Tower, a water tank is erected for the use of water of the whole building and moreover if in future, further construction on the said terrace done by us, the Party of the Second Part, then in that case, a new water tank will be erected on that new terrace by us, the Party of the Second Part for the usage of water of the whole building. Moreover the maintenance & repairing of the said water tank is to be done according to the Rules and Regulations of the association formed for the said Commercial Tower. Moreover, only appointed persons from the association of the said Commercial Tower will have right to enter the terrace only for the repairing & maintenance of the said water tank.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower & for that reason, you, the Party of the First Part will have right to park your vehicle with the rest of the owners of the Commercial Tower, in common, in the parking space situated in the basement & also towards the 36 Mts. wide road, as per the rules & regulations decided by the association of the said Commercial Tower. Moreover, you, the Party of the First Part, either individually or jointly with the rest of the owners of the said Commercial Tower shall not make any kind of kachcha or pucca construction or make the parking space dirty intensely and shall not park the vehicle in the manner which may cause obstruction to anyone. And moreover whatever the expenses towards the sweeping as well as for the maintenance of the said parking space may incurred and also the government taxes, electricity light bill, whatever may become payable, shall required to be paid by you, the Party of the First Part, in the proportion of the share coming to your part, as per the rules and regulations decided by the Association of the said Commercial Tower.

As the office agreed to sale to you, the Party of the First Part is situated on the Second Floor of the Commercial Tower & for that reason, you, the Party of the First Part will have right to used & utilise the common toilet block in common with all the other owners of the Second Floor jointly as per the rules & regulations of the association of the said Commercial Tower. And moreover whatever the expenses

towards the sweeping as well as for the maintenance of the said common toilet block may incurred and also the government taxes, electricity light bill, whatever may become payable, shall required to be paid by you, the Party of the First Part, in the proportion of the share coming to your part, as per the rules and regulations decided by the Association of the said Commercial Tower.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower & for that reason, you, the Party of the First Part will have right to used & utilise the two lifts provided in the Commercial Tower in common with all the other owners of the said Commercial Tower jointly as per the rules & regulations of the association of the said Commercial Tower. And moreover whatever the expenses towards the repairing, maintenance, electricity light bill, salary of the liftman etc. may become payable, shall required to be paid by you, the Party of the First Part, in the proportion of the share coming to your part, as per the rules and regulations decided by the Association of the said Commercial Tower.

As the office agreed to sale to you, the Party of the First Part is situated in the Commercial Tower & for that reason, you, the Party of the First Part will not have any right or authority to keep or install the outdoor unit for Air-Condition (A.C.) on the Northern side wall of the said Commercial Tower. Moreover, all the shop & office owners have to install the outdoor unit of their Air Condition in the specified space allotted for the same. Over and above that in the office which is decided to sell to you, the Party of the First Part, the ventilation as shown in the approved plan is provided & you, the Party of the First Part will have no right to change the size of the ventilation and subject to the said condition only, the said office described in the aforesaid schedule is hereby agreed to be sale to you, the Party of the First Part.

In case, the upper slab portion of the said office, in question, agreed to sale to you, collapses or gets cracked, then the same shall require to be repaired at the common cost to be shared by you and the owner of the upper portion and if the down portion slab of the said office collapses or gets cracked, then the same shall require to be repaired at the common cost to be shared by you and the owner of the down portion.

The expenses of the Sale Deed to be executed for the said property like Stamp Duty, Registration Fees & Rupees _____ for Maintenance Charges & Rupees Fifty Thousand for Development charge are to be borne by you, the Party of the First Part. And moreover whatever the Service Tax, T.D.S. or any other Government Taxes arise are to be paid in future in respect for the purchase of the said property, is also to be borne by you, the Party of the First Part.

This Banakhat has been executed by us, the Party of the Second Part at our free will in consciousness and with clean heart, which is agreeable, acceptable and binding to us, the Party of the Second Part and all our heirs, successors, etc. This Banakhat is prepared with the consent and instructions of both the vendors and vendee by Licence Bond Writer Mr. Yatin Anandlal Shah, Licence No. 17/93, Resi. Kalpana Society, Waghodia Road, Vadodara.

Here Signatures

Here Witnesses

The Party of the Second Part/Property

Owner :-

Sequence Realty, a Partnership Firm
through its Managing Partner,

(Mr. Ankur Atish Parekh)