

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

This Indenture of Agreement for Sale (Without Possession) is executed on ____ day of OCTOBER-2017 at SANAND by and between

Landowner – First Party:-

(1) Rameshbhai Baldevbhai	PAN: _____
(2) Mukeshbhai Baldevbhai	PAN: _____
(3) Lilaben Wd/o Baldevbhai Maganbhai	PAN: _____
(4) Ashokbhai Prabhubhai	PAN: _____
(5) Jagdishbhai Prabhubhai	PAN: _____

All are adult by age, Hindu by Religion, Residing at _____, Village Sanand, Taluka Sanand, District Ahmedabad, all through their Power of Attorney Holder Ashokbhai Prabhubhai Patel.

Hereinafter referred to as “the Landowner” and/or “the First Party” in this Agreement for Sale that expression shall mean and include the Landowners and his/her/their legal heirs, successors, administrators, transferees, attorneys and assignees etc.

Allottee – Second Party:-

(1) _____ PAN: _____

Aged ____ years, Occupation _____,

(2) _____ PAN: _____

Aged ____ years, Occupation _____,

Both are Hindu by Religion, Residing at – _____

Hereinafter referred to as “the Allottee” and/or “the Second Party” in this Agreement for Sale that expression shall mean and include the Allottee and his/her/their legal heirs, successors, administrators, transferees, attorneys and assignees etc.

Promoter – Developer – Third Party:-

Shyam Buildcon PAN: _____

A partnership firm having its Registered Office at – _____,

_____ represented through its

Administrative Partner – **Ashokbhai Prabhudas Patel**

Hereinafter referred to as “the Promoter” and/or “the Third Party” in this Agreement for Sale that expression shall mean and include the Promoter, partnership firm and its partners, authorized signatory/person, representatives at present and from time to time and their legal heirs, successors, administrators, transferees, attorneys and assignees etc of the Promoter-partnership firm.

W H E R E A S

A scheme of commercial and residential units known as **SHYAM HILLS** is located at – Sanand, Ahmedabad is under construction/constructed on the non-agricultural land bearing Final Plot No.439/2, (allotted in lieu of Survey No.1205 Paiki 4, admeasuring 5261 Sq. Mtrs. having City Survey No.4106C) admeasuring 3763 Sq. Mtrs. or thereabouts of T.P. Scheme No.5 (Sanand), situate, lying and being of

Mouje Village **SANAND**, Taluka **Sanand**, Registration District **Ahmedabad** and Sub District of **SANAND** hereinafter referred as “the said scheme/project” in this agreement, and the property under construction being **Residential Flat/ Commercial Unit No.____** admeasuring Carpet Area ____ Sq. Mtrs. or thereabouts (consisting of ____ bedroom, a drawing room, kitchen having area ____ Sq. Mtrs. and wash area, balcony/verandah having ____ Sq. Mtrs.) having _____ Sq. Mtrs. Built-up Area (as per plans approved by AUDA) on _____ floor of **Block-____** along with undivided land share ____ Sq. Mtrs. in total land of the scheme more particularly described in the schedule hereunder written, hereinafter referred to as “the said property” in this Agreement for Sale.

And whereas the Landowners absolutely own, occupy and possess the non-agricultural land bearing Final Plot No.439/2, (allotted in lieu of Survey No.1205 Paiki 4, admeasuring 5261 Sq. Mtrs. having City Survey No.4106C) admeasuring 3763 Sq. Mtrs. or thereabouts of T.P. Scheme No.5 (Sanand), situate, lying and being of Mouje Village **SANAND** being their ancestral property and Promoter herein has entered in to Development Agreement with the Landowners, duly registered in the office of the Sub-Registrar of Sanand on dated 17/01/2017 under Serial No.308 (hereinafter referred to as “the said project land”) and accordingly Promoter herein was appointed to develop the project land as a Developer / Project Consultant and to carry construction of the residential and commercial units on the said project land in the name of “**SHYAM HILLS**”.

And whereas the Hon. District Collector, Ahmedabad has granted Non-Agricultural Use Permission for the land bearing Final Plot No.439/2 (allotted in lieu of Survey No.1205 Paiki4) admeasuring 3763 Sq. Mtrs. or thereabouts of T.P. Scheme No.5 (Sanand) Paiki 3452 Sq. Mtrs. or thereabouts for Residential Purpose and 311 Sq. Mtrs. or thereabouts for Commercial Purpose by their Order No.CB/ADM/T.N.A./Tatkal/S-65/S.R.-258/2014, dated 05/01/2015, and also entry to that effect has been entered in the revenue records by Mutation Entry No.27701 on dated 12/01/2015.

And whereas the Promoter herein on behalf of the landowners, has prepared layout and building plans for proposed construction of residential and commercial scheme

and submitted it before the authority of AUDA, upon which said authority has sanctioned the same and also issued a Development Permission under Letter No.PRM/277/12/2014/268, dated 23/05/2016 – 04/06/2016.

Thereafter the Promoter herein has proposed to construct a scheme of residential/commercial units on the project land in the name of “**SHYAM HILLS**” consisting of a Ground floor (hollow plinth) and SIX upper floors thereon as per plans and permissions granted by the competent authorities above and as per specifications prepared by Neha Consultant (hereinafter referred to as “the said building/scheme”) and copy of the registration certificate attached herewith as **Annexure-A**.

And whereas the Promoter has registered the said project “**SHYAM HILLS**” with the Real Estate Regulatory Authority under provisions of the RERA under Registration No._____ dated _____ and copy of the registration certificate attached herewith as **Annexure-B**.

Addition to above, fixtures and fittings with regard to the flooring, sanitary fittings and amenities like lifts with brand or price range to be provided by the Promoter at its option in the said scheme building and the apartment as are set out in **Annexure-C** annexed hereto.

That by virtue of above, the Promoter has exclusive rights of the said project land and construction proposed thereon and also entitled to enter into any agreement for the flat/apartment constructed thereon and to receive consideration in respect thereof.

That the said property along with its concerned common parking and Allotted Parking passage, lift, bore-well, water tanks, lightings together with rights and interests thereof, was inspected by the Allottee-Second Party and after having full satisfactions about title deeds/documents as well as construction of the said property, the Allottee has agreed to purchase said property from the Promoter-First Party for a lump-sum consideration of **Rs._____ (Rupees _____)** **Only** and prior to execution of this agreement,

the Allottee has paid *ten percent* earnest money as detailed below being part payment out of total sale consideration amount to be paid to the Promoter, and amount of part payment will be adjusted in total sale consideration at the time of execution of final sale deed.

It has been agreed between both the parties herein that on and above basic sale consideration amount, VAT, GST, Cess and other leviabale charges of the competent authorities towards construction will be exclusively payable by the Allottee on or before handing over possession of the said property, as mutually agreed and decided by the Promoter.

And whereas under provisions of said act, Promoter is required to execute this agreement for said property in writing in favour of the Allottee and being in fact of this present, this agreement is being registered with the Registrar Authority under Registration Act.

DETAILS OF RECIEPT OF EARNEST MONEY

Amount	Date	Ch. No.	Bank

Promoter has received part payment amount of **Rs._____ (Rupees _____**
_____ Only) from the Allottee as detailed above, whatever to
be adjusted in total consideration amount at the time of final sale deed, and the rest
of balance amount of **Rs._____ (Rupees _____**
Only) to be paid by the Allottee within the period of this agreement as detailed
below.

SCHEDULE OF BALANCE AMOUNT

Rs._____-/- To be paid to the Promoter as 30% (thirty percent) amount after
execution of Agreement for Sale.

Rs._____-/- To be paid to the Promoter as 45% (forty five percent) amount on or before _____.

Rs._____-/- To be paid to the Promoter as 70% (seventy percent) amount on or before _____.

Rs._____-/- To be paid to the Promoter as 75% (seventy five percent) amount on or before _____.

Rs._____-/- To be paid to the Promoter as 80% (eighty percent) amount on or before _____.

Rs._____-/- To be paid to the Promoter as rest of total sale consideration amount on or before _____ without fail.

Rs._____-/- Rupees _____ Only

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TERMS & CONDITIONS

- (1) That the tenure of this agreement is agreed and decided for _____ months OR till _____ (date).
- (2) That the Promoter shall hand over the possession of said property to the Allottee after the completion of work, after obtaining B.U. permission on or before _____.
- (3) That the Promoter has not handed over vacant and peaceful possession of said property to the Allottee by virtue of this Agreement for Sale, and the same will be handed over at the time of final Sale Deed.
- (4) Further time is essence for the Promoter and Allottee as well. Further Promoter shall abide by the time schedule for completing the project and

handing over possession of the said property to the Allottee within time limit along with the common areas to the association/service society of allottees after receiving or obtaining occupancy certificate or completion certificate or both from authorities, as the case may be.

- (5) That the Allottee shall have to pay balance amount as per the bank valuation or norms and as per above payment schedule as per RERA Act.
- (6) Addition to above, Rs._____/ - (Rupees _____ Only) is to be paid by Allottee to the Promoter being maintenance deposit and running maintenance as well, before handing over possession of the said property to the Allottee, which is hereby confirmed by Allottee to pay to the Promoter at that time.
- (7) That following all procedures mentioned in this Agreement for Sale, Promoter shall execute final Sale Deed for the said property in the name of Allottee only with a condition to handover vacant and peaceful possession of said property against full sale consideration amount.
- (8) It has been clarified between the Promoter and Allottee that, in case of delay in payment by the Allottee, if sale of the said property not completes within the period of this Agreement for Sale, the Promoter will be entitled to recover the amount of consideration however the Allottee cancels this Agreement for Sale and further entitled to forfeit the amount of earnest money OR return amount of earnest money to the Allottee after deduction of 10% administration charges subject to obtaining booking of said property and receiving amount of earnest money from new incoming buyer/Allottee. Similarly if the Promoter cannot complete construction of the said project and cannot hand over possession of said property to the Allottee within time limit period, Allottee will be entitled to recover 18% interest of consideration from Promoter, whichever paid by the Allottee subject to waiver of time limit in case of war, civil commotion or any act of god, natural calamities and/or any notice, order, rule, notification of competent Court/Government or Public Authority during which Promoter cannot carry construction of the

project. However Allottee hereby binding with the Promoter that, Allottee has to pay 18% interest to the Promoter on balance amount for the duration of delayed period of instalment from time to time.

- (9) After completion of construction of the entire project/scheme and after obtaining necessary Completion Certificate/B.U. permission, Allottee shall take vacant and physical possession of the said property within 15 (fifteen) days from written notice issued/given by the Promoter for such purpose subject to payment of full and final consideration amount of said property along with applicable taxes, cess, charges and levies etc by the Allottee.
- (10) Promoter hereby indemnifies the Allottee that the Promoter has not given the said property to anybody any how and not created any encumbrance or lien thereon, and not executed any agreement or Banachitthi or Sale Deed in favour of anybody else, and accordingly all rights and titles of the said property are clear and marketable.
- (11) It is understood that name of scheme is **“SHYAM HILLS”** and not to be changed or altered. Each member of the scheme has to use his/her/their own flat/unit for purpose for which it has given.
- (12) All members of the scheme have to obey rules & regulations, and also maintenance deposit will be paid monthly or annually, if any whatever decided. Further the Allottee shall have to become member of service society/association/ forum, whatever constituted for entire administration of the scheme and any member conducts against the rules & regulations, competent authority of service society/association/forum shall terminate that member.
- (13) Allottee has agreed to purchase the said property after getting information about papers, titles and specifications of the said property, and also Allottee abides with all rules & regulations at present and from time to time and you have to pay Stamp Duty, Service Tax, any other taxes etc other than

consideration amount payable as per prevailing acts/laws for the said property. As and when demanded by the Promoter. Further the Allottee has to borne any type of additional taxes/amendments for said property whatever in force by the government authority in future, while other charges such as legal charges, planning, electricity etc are excluded in consideration amount mentioned in this agreement.

- (14) Service society/association/forum shall have all rights for common utilities of the said scheme **“SHYAM HILLS”** and neither member of the scheme shall have individual ownership thereof and the **Promoter shall have ownership of terrace and also entitled to use FSI rights thereof whatever allowed in future.**
- (15) Allottee has not to provide any alteration or change in Elevation of the **“SHYAM HILLS”** and not have to close balcony through any type of cover, weather shed, window grill etc. Also not to provide any type of change in colour of scheme and not to use DUCT for any other purpose, whichever provided for passing cable.
- (16) Ownership of common space and utilities of the said scheme **“SHYAM HILLS”** will be joint ownership of all unit holders. Any unit holder has not to use common space or common amenities whichever obstruct other member/s.

Total area of the project land is _____ Sq. Mtrs. and the Promoter has available FSI rights of ____ Sq. Mtrs. only and the Promoter has planned to utilize FSI of _____ by availing of TDR or FSI available on payment of premiums or FSI available as an incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, whichever applicable to the said project.

- (17) Allottee has not to use the property whatever decided to purchase, for any other type of use or purpose except for which the property sell/agreed to sell him/her/them, and this will be applicable to any person whosoever purchases/licenses/leases the said property in future from the Allottee hereto.
- (18) In future, construction of the said scheme obstructs or delays caused to non-availability of building material from time to time or caused to draught, flood, heavy rain, earth-quake etc or caused to not carry construction due to order of any court, tribunal or competent authority of district collector / town planner / gram panchayat on behalf of the government semi government authorities, and in those circumstances period of this agreement will be considered as extended automatically.
- (19) Promoter has to pay all type of land revenue, panchayat taxes, cesses, electric burning and other charges regarding the said property till the date of execution of Sale Deed and later it will be responsibility of the Allottee to borne the same.
- (20) Flat/Unit Holders of scheme “**SHYAM HILLS**” have trespass rights through roads of scheme and nobody has to park his/her/their vehicles on the trespass road and not to create any type of obstruction in future.
- (21) That all notices to be served on the Allottee and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addressed specified below:

Allottee:

Name : _____

Address _____

Promoter:

Name : **Shyam Buildcon**

Address Near Bhavnath Society, Opp.New Civil Court,
Sanand, Taluka Sanand, District Ahmedabad.

(22) Allottee hereby accepted that the Allottee shall have to borne all type of expenses for this Agreement for Sale as well as Sale Deed of said property such as Stamp Duty, Registration Fees, Advocate Fees, Typing, Xerox and other miscellaneous expenses thereto.

(23) The Promoter/Developer has informed the Allottee that they have obtained a construction finance for the project “**SHYAM HILLS**” by mortgaging the project land to _____ Bank Ltd and as per terms of the loan agreement, said bank has to provide No Objection Certificate for each transaction of the Promoter/Developer in “**SHYAM HILLS**” project.

SCHEDULE REFERRED TO ABOVE

All that piece and parcel of the property under construction being **Residential Flat/ Commercial Unit No._____** admeasuring Carpet Area _____ Sq. Mtrs. or thereabouts (consisting of _____ bedroom, a drawing room, kitchen having area _____ Sq. Mtrs. and wash area, balcony/verandah having _____ Sq. Mtrs.) having _____ Sq. Mtrs. Built-up Area (as per plans approved by AUDA) on _____ floor of **Block-_____** along with undivided land share _____ Sq. Mtrs. in total land of the scheme of commercial and residential units known as **SHYAM HILLS** which is located at – Sanand, Ahmedabad is under construction/constructed on the non-agricultural land bearing Final Plot No.439/2, (allotted in lieu of Survey No.1205 Paiki 4, admeasuring 5261 Sq. Mtrs. having City Survey No.4106C) admeasuring 3763 Sq. Mtrs. or thereabouts of T.P. Scheme No.5 (Sanand), situate, lying and being of Mouje Village **SANAND**, Taluka **Sanand**, Registration District **Ahmedabad** and Sub District of **SANAND**.

Details of four boundaries of the said property on site....

On East :
On West :
On North :
On South :

The constructed property having above details of number, area, boundaries of scheme “**SHYAM HILLS**” together with rights to use common amenities along with liabilities to borne expenses of common administration provided in the scheme

This Agreement for Sale referred to above is executed by parties hereto willingly, with free consent after reading, thinking and understanding the same without any kind of pressure or threat of anybody, in physical fitness and consciousness that is/will be agreed, bound and confirmed to the parties herein and present and future partners/administrative partner, attorneys, representatives, authorized signatory/ person, designators of Promoter and legal heirs, successors, administrators, executors, transferees, assignees etc of Landowners and Allottee as well.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures on this date, month and year written hereinabove.

Signed & Delivered by the

Landowner within named

- (1) Rameshbhai Baldevbhai,
 - (2) Mukeshbhai Baldevbhai,
 - (3) Lilaben Wd/o Baldevbhai Maganbhai,
 - (4) Ashokbhai Prabhubhai and
 - (5) Jagdishbhai Prabhubhai,
- All through their Power of Attorney Holder,

Ashokbhai Prabhudas Patel

Signed & Delivered by the

Promoter within named

Shyam Buildcon

A partnership firm through its
Administrative Partner,

Ashokbhai Prabhudas Patel

In the presence of witnesses:

1) _____

2) _____

SCHEDULE

Under Section – 32(A) of The Registration Act

<u>Landowner:</u>	Photograph	L.H.Thumb Impression
(1) Rameshbhai Baldevbhai, (2) Mukeshbhai Baldevbhai, (3) Lilaben Wd/o Baldevbhai Maganbhai, (4) Ashokbhai Prabhubhai and (5) Jagdishbhai Prabhubhai, All through their Power of Attorney Holder,		

Ashokbhai Prabhudas Patel

<u>Promoter:</u>	Photograph	L.H.Thumb Impression
Shyam Buildcon A partnership firm through its Administrative Partner,		

Ashokbhai Prabhudas Patel

SCHEDULE

Under Section – 32(A) of The Registration Act

<u>Allottee:</u>	Photograph	L.H.Thumb Impression
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(1) Name:		

(2) Name:		

Annexure-A

(Copy of Floor Plan of said Flat/Unit)

Annexure-B

(Copy of RERA Registration Certificate of the Project)

Annexure-C

(Copy of Specifications being fixtures, fittings of said Property)

Specifications:

Structure : RCC frame structure with brick masonry walls

Plaster : Exterior double coat plaster with partition paint and interior mala plaster with putty finish.

Flooring : Vitrified tiles in each and every room and kitchen, rustic tiles in veranda and balcony.

Toilets : Colour glazed tiles dado up to lintel level, standard quality C.P. fittings & sanitary ware with U.P.V.C. plumbing & Geyser point.

Doors & Windows: Decorative Laminated main door and all other laminated wooden doors with standard quality locks, aluminum section windows with float glass.

Electrification : Adequate points for AC, TV, fridge, telephone, Geyser, Water Purifier, Washing Machine etc with modular switches & concealed wiring with MCB and ELCB.

Terrace : China mosaic with water proofing treatment or equivalent.