

AGREEMENT FOR SALE
(Without Possession)

THIS AGREEMENT FOR SALE is made and executed at
Ahmedabad on this _____ day of _____, 2020.

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BETWEEN

“FidatoBuildcon” [PAN :- AAGFF4027Q] A Partnership Firm Registered Under the Partnership Act-1956 which is registered vide Registered No. : AAH-6119 and having its Registered office at : 12, Riddhi-Siddhi Complex, Port Road, Dholera, Taluka- Dholera, District- Ahmedabad through and on behalf of its Authorized Partner **DharmadipsinhDigvijaysinhChudasama** Age – 27 years, Religion : Hindu, Occupation : Business, **PAN :- AKLPC5113B**, Office Address : A-405 Shilp Aaron, Above Havmore Restaurant, Sindhubhavan Road, S.G Highway, Ahmedabad-380054, **hereinafter referred to as the “Vendor” and/or “Firm” (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its present and future partners and their heirs, executors, successors, administrators, legal representatives and permitted assigns etc.) of the FIRST PART;**

AND

[1] _____

P. A. No. : _____

[2] _____

P. A. No. : _____

Both adult, Indian Inhabitant, having address at

**_____.H
ereinafter referred to as the“PURCHASER”(Which expression shall unless repugnant to the context and meaning thereof shall mean and include his/her/their/its heirs,legal representatives, executors, successors and assigns)of theSECOND PART.**

The Vendor and Purchaser are hereinafter individually referred to as the ‘Party’ and collectively referred to as the ‘Parties’.

WHEREAS-

- (A) The Partnership Firm is seized and possessed of or otherwise well sufficiently entitled to all that piece and parcel of land bearing Revenue Block / Survey No. 52 (Old Survey No.4/2P/7) area land admeasuring 1,63,371 Sq.mtrs of Draft TP-2, Final Plot No. 166 (Residential Zone) land admeasuring 30,898 sq.mtrs. Situated at Mouje :Dholera, District : Ahmedabad, Sub-District Dholera(For the sake of convenience hereinafter referred to as the “Said Land”).
- (B) The Vendor has purchased the Said Land from _____and others by sale deed registered in the office of the Sub-Registrar of Assurances under Serial No. _____ dated _____ and entry to that effect was mutated in the revenue record by mutation entry No._____dated _____, which was certified by the competent authority.
- (C) The Non-Agricultural Permission for Residential purpose of the “Said Land” was granted by the District Collector office, Shubhasbridge, Ashram Road, Ahmedabadunder Order No. CB/LAND-1/NA/SR.1441/2015 dated 06/10/2015.
- (D) The vendor shall construct the said plotting scheme of Internal Road, Common Plot on the said land in accordance with the plans, designs and specifications as approved by the Senior Town Planner, Dholera Special Investment Regional Development Authority,

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Gandhinagar vide its outward No. PRM/696/2057 dated 30/01/2020.

(E) The "Said Firm" has floated a residential Plots scheme known as "FIDATO LUXURIA" (hereinafter referred to as the "Said Scheme") on the "Said Land"

(F) The said scheme has been registered under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 under Registration No. _____ dated _____.

(G) The Party of the Second Part has visited the said scheme and has shown his/her/their/its willingness to purchase Sub-Plot No. _____ admeasuring net plot areas _____ Sq.mtrs. and undivided proportionate land share of _____ Sq.mtrs. (which cannot be sale separately at any time) total admeasuring _____ Sq.mtrs Open Land (for the sake of convenience hereinafter referred to as the "Said Property") from the "Said Firm" for the negotiated price of Rs. _____ per Sq.Mtrs. towards the net plot area of the Flat/Office/Shop and the entire negotiated lump sum consideration amount of the said property is fixed for Rs. _____ /- Rupees
Only.

(H) The said entire consideration amount of Rs. _____ /- Rupees
Only is bifurcated as follows :-

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- (i) Rs. _____=00 is towards the carpet area of the Plot.
- (l) The Vendor has provided the copies of Approved Lay-Out Plan, Key-Plan, Section Plan etc., N.A. permission, Sale Deed, 7/12 Extracts, all Mutation Entries No. 6, necessary orders/permissions, Loan Papers, Receipts of the Land Revenue, Title Clearance Certificate / Search Report etc. to the Party of the Second Part and after getting it verified through the Advocate / Solicitor / Legal Expert and after being satisfied with the same the Party of the Second Part has agreed to purchase the Said Property from the Vendor.
- (J) The Vendor has given all the information about quality of the materials and goods used in the said scheme to the purchaser, which the Purchaser has got verified through their experts of the respective fields and the Purchaser is fully satisfied with same.
- (K) The Vendor will obey all the terms and conditions, restriction laid down by the competent authority for passing the plan of the said scheme.
- (M) The Parties herein hereby agrees to obey the following terms and conditions mentioned in this Agreement for Sale and also agrees to obey the Rules and Regulations / Laws enacted and framed from time to time by the Government.

NOW IT IS HEREBY AGREED BETWEEN THE
PARTIES HERETO AS FOLLOWS

(1) The “Said Firm” has agreed to sell to the party of the Second Part and the Party of the Second Part has agreed to purchase the "Said Property" (more particularly described in the schedule hereunder written) from the “Said Firm” at or for the entire negotiated lump sum consideration of Rs. _____/- Rupees
Only.

(2) The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

Amount Rs.	Cheque No.	Name of Bank

(i) Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

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- (ii) Amount of Rs..... (Rupees) (not exceeding 95% of the total consideration) to be paid to the Vendor on plot booking after Eight Month.
 - (iii) Balance Amount of Rs.....(Rupees..... only) against and at the time of handing over of the possession of the Property to the Purchaser on or after receipt or completion certificate.
- (3) The total consideration price as stated above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Goods and Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Vendor) up to the date of handing over the possession of the Said Property, which shall be separately/payable by the Purchaser in the manner as may be decided by the Vendor.
- (4) The total consideration price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities, etc., the Vendor shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

(5) REPRESENTATION AND WARRANTIES OF THE VENDOR:

- (i) The Vendor has clear and marketable title with respect to the said land; as de declared in the title report and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the said scheme;**
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the said scheme and shall obtain requisite approvals from time to time to complete the development of the project;**
- (iii) There are no encumbrances upon the said land or the said scheme except those disclosed in the title report;**
- (iv) There are no litigations pending before any Court of law with respect to the said land or said scheme except those disclosed in the title report;**
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said scheme, said land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall**

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be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- (vi) The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - (vii) The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the said scheme and the said property which will, in any manner, affect the rights of Purchaser under this Agreement;
 - (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said property to the purchaser in the manner contemplated in this Agreement;
- (6) The vendor will have to complete the plotting of the said scheme as per the approved plantill 31/12/2023 and will have to obtain Permission / completion certificate.
- (7) If the Vendor fails to abide by the time schedule for completing the protect and Handing over the possession of the said property to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not

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intend to withdraw from the project, interest at the rate of MCLR+2% per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over the possession. The Purchaser agrees to pay to the Vendor, interest at the rate of MCLR+2% per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.

- (8) Without prejudice to the right of Vendor to charge interest in terms of sub clause 6 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at its own option, may terminate this Agreement. Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, or its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement ex-parte.
- (9) Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the

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Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor) within a period of thirty days of the termination, the installments of sale consideration of the said property which may till then have been paid by the Purchaser to the Vendor.

- (10) The Vendor shall give possession of the property to the purchaser on or before 31/12/2023. If the Vendor fails or neglects to give possession of the Property to the Purchaser on account of reasons beyond the control the vendor and of its agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received in respect of the Property with interest at the same rate as may be mentioned in the clause above herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.**

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery of said property on the aforesaid date, if the completion of building in which the said property is to be situated is delayed on account of-

- (i) War, civil commotion or act of God;**
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.**
- (11) The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by**

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the Purchaser as per the agreement shall offer in writing the possession of the said property, to the Purchaser in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendor shall give possession of the said property to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

The Purchaser shall take possession of the said property within 15 days of the written notice from the Vendor to the Purchaser intimating that the said property is ready for use and occupancy and if the purchaser fails to take the possession within 15 days of the written notice then the purchaser agrees to pay his/her/their/its proportionate maintenance expenses, security deposit in connection with the electricity, water connection in the said property and also to pay the escalation, if any .

- (12) If within a period of ----- years from the date of handing over the Said Property to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Said Property or the scheme in which the Said Property are situated or any defects on account of workmanship, quality or provision of service, then, whenever possible such defects shall be rectified

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by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.

Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor.

- (13) The Purchaser will have to carry out construction for residential purpose over the said plot on your own expenses and the same will have to be done as per the construction plan and he will not have any right to make any changes therein and further construction for doing any alteration can be done as per the permission which has been granted. Further, if for carrying out any construction over the said property at any time in future any permission is required, then the Purchaser will have to obtain such permission or consent at his own costs and the Vendor will not be responsible in any manner for the same.
- (14) The aforesaid plot (said property) will have to be used for construction of residential purpose only and except that it cannot be used for business, industry and commercial purpose.
- (15) The Vendor has, as a part of development of the land of the said scheme, obtained electricity, water and sewer lines, which will have to be taken to his plot by the Purchaser at his own costs at the time of construction;

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and while carrying the said electricity, water and sewer lines to your plot by Purchaser if any damage is done, then Purchaser will be responsible for the same and Purchaser will have to compensate all such damage and Purchaser will have to take care that you will not put any other plot holder of the said scheme in difficulty.

- (16) Purchaser has assured that Purchaser will protect the common amenities and properties and the friends and relatives of Purchaser will not damage the common road or common plot and will not do anything so that the other plot holders are put to difficulty.
- (17) In future, when there will be any need for formation of any Registration of Society/ Association/ limited company or any other Committee for common amenities, etc. for maintenance, Purchaser will have to sign on necessary papers and application and will cooperate in all the manners in formation of all such society, association, limited company.
- (18) Purchaser hereby give consent that the First Party will be the owner of all the common amenities like common road, common plot, common garden and construction, which will be built up by them, wherein you the Second Party will not have any right claim any right, title or interest, etc. till possession of plot and society Hand over to Society Member.
- (19) Purchaser will follow the rules and regulations since the time of implementation of the Society, Association, limited company and any other institution and if any amendments are made in such rules and regulations, then for the protection and maintenance of the said scheme, you will obey the same. All the rules and

regulations framed by the local authorities or the Government will have to be followed. All the terms and conditions which may be decided by the Society, Association, Limited Company and other institution shall have to be followed; and the fund or tax, amount of expenses and other payable amount also shall have to be paid regularly.

- (20) Purchaser have to bear in mind that till such time the formation of maintenance Society, till Association or limited company or any other institution is not made for providing common amenities, the Developers maintain of all the common plot, common road which is developed on the said land will be of the developer till possession of plot and society Hand over to Society Member.
- (21) Purchaser have to keep in mind that – FidatoLuxuria is a residential plots' scheme, which is being developed by the First Party and in respect of its unsold additional plots, the First Party will have right and authority as to who they should sell the said plots on which terms and conditions and for how much sale consideration and all such aspects will depend upon its own wish and they will be entitled to sell the said plots to the person whom they find appropriate and in that respect, Purchaser will not have any right to interfere. If the First Party sells these plots to any person, any company and any firm, then Purchaser shall not interfere with the act of either First Party nor shall they raise any dispute.
- (22) The Second Party hereby clearly understands that this scheme will always be named as “FidatoLuxuria” and Purchaser will not do or cause to do any such act to change the name of the scheme independently or jointly.

- (23) Purchaser have to bear in mind that if in future, any betterment charge or any other charge is imposed by the Government, DHOLERA SIR AUTHORITY or local institutions on the said land, the same will have to be borne by Purchaser as per his share without raising any objection or dispute. Purchaser has given your consent in that respect and you are bound by the same..
- (24) Purchaser will not do any act so as to change the area/ size of the plot purchased by you and on account of which there is harassment to the other plot holder.
- (25) The Vendor assures and declares unto the Purchaser that the said property was purchased out of the funds of Vendor and hence except the Vendor nobody else is having right, title, share, claim and interest and prior to the conveyance of the said Property, the Vendor has not sold, transferred, assigned, mortgaged or gifted the said property or any part thereof to anybody else and that there is no any order passed by any court of law restraining the Vendor from being sale, transfer, assign, mortgage of the said property to anybody else and that there are no legal proceedings standing or held on the said property by any court or authority nor any such order is issued or served by any court or authority and that the said property is not under any acquisition, requisition or reservation and that our titles to the said property are absolutely clear, marketable and saleable.
- (26) In the event of sale not being completed due to any willful delay or default on the part of the Vendor, the Party of the Second Part shall have right to require specific performance by the Vendor of this agreement.

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- (27) The Purchaser will have to compulsorily become the member and obey the rules and regulations of the maintenance body to be formed in future. The purchaser will have to pay the amount of maintenance deposit, without any objection, to be collected by the maintenance body, in future.
- (28) The Purchaser shall have to maintain at their cost, the 'Said Property' in good condition, state and order, in which it is delivered to them and shall abide by all byelaws, rules and regulations of the government, electricity charges, local bodies and other authorities.
- (29) The Party of the Second Part will have access rights to all common amenities and common areas provided by the Party of the First Part. The Party of the Second Part will also not claim individual ownership rights in the undivided share in land.
- (30) The Party of the Second Part shall have absolute right, interest, in the "Said Property" only after the date of final Sale Deed and after the possession of property, which shall be given at the time of execution of Sale Deed till such date the Party of Second Part shall not have any such claim or right to "Said Property". he/she/they/it shall not claim any right, title, interest in any other common property of the Said Scheme.
- (31) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall

be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(32) This Agreement for sale is to be read and understood as per the provisions made under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017.

(33) Any dispute between parties shall be settled amicably.

(34) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Ahmedabad courts will have the jurisdiction for this Agreement.

(35) After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Plot] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [plot]

(36) That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

.....Name of Purchaser

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.....(Purchaser Address)

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Email ID

M/s..... Vendor name

..... (Vendor Address)

Email ID.....

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

- (37) The out of pocket expenses, costs, and charges of and incidental to this agreement and the conveyance to be executed hereafter or for any writing declaration indemnity etc. such as stamp duty, registration fee, GST and all other taxes and also fees of Advocate/Solicitor for obtaining Title Clearance Certificate of the said property shall be borne by the party of the SECOND PART Only.

SCHEDULE ABOVE REFERRED TO

(Description of the said Immovable Vendor)

All That Immovable VendorSale of Property an open non-agricultural land bearing Sub-Plot No._____ admeasuring net plot areas_____Sq.mtrs. and undivided proportionate land share of Sq.mtrs. (which cannot be sale separately at

any time) total admeasuring_____Sq.mtrs Open Land situated in the plotting scheme namely “FidatoLuxuria” floated by FidatoBuildcon in the non-agricultural land bearing Revenue Block / Survey No. 52 (Old Survey No.4/2P/7) area land admeasuring 1,63,371Sq.Meterof Draft TP-2, Final Plot No. 166 (Residential Zone) land admeasuring 30,898 sq.mtrs. Situated at Mouje :Dholera, District : Ahmedabad, Sub-District Dholera.

The said “FIDATO LUXURIA” scheme is bounded as follows :-

- Eastern Side : 20 Metter T.P. Road
- Western Side : F.P. No. 832 paiki land
- Northern Side : F.P. No. 37
- Southern Side : 20 Metter T.P. Road

The said property is bounded as follows :-

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

IN WITNESS WHEREOF the “Said Firm”hereto through its authorizedPartner has hereunto executed this Agreement on the Day Month and year herein above written.

SIGNED AND DELIVERED BYTHE
PARTY OF THE FIRST PART :-

In the presence of following
twoWitness :-

(1)_____ (2)_____

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SCHEDULE AS PER SECTION 32(A) OF THE REGISTRATION ACT

Signature, Photograph and Thumb Impression of First Part:-

Signature, Photograph and Thumb Impression of Second Part:-
