

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

This Agreement For Sale is made at Gandhinagar on this
__ day of _____, 2024 by and between

**VASHIKAA BUILDCON, a Partnership Firm (PANo :
AAXFV4168R),** having office at :- 02, Vashikaa Aahan, Nr.
Shagun 108, S. P. Riang Road, Zundal, Gandhinagar-382481.
representing through its authorized partners **Mr.**
..... age years, Hindu by religion,
occupation Business, hereinafter called “THE VENDOR”
(which expression shall unless it repugnant to the context
or meaning thereof, be deemed to include its present and
future partners and their legal representatives of the last
surviving partner) of the One Part.

AND

Mr./Mrs., (PANo :) (Aadhaar No :) age years, by religion, occupation :, residing at : hereinafter called “THE PURCHASER/S” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives) of the Second Part.

WHEREAS THE VENDOR is the owner and/or occupant or in possession of the non-agriculture land bearing Final Plot No. 80/1 admeasuring 2793 Sq. Mtrs. given for New Survey no. 415/1/Paiki 1, Which is merged in to city-survey record and allotted City survey No. NA415/1/p1 in T.P. Scheme no. 72 (Tragad-Zundal) situate, lying and being at Village Zundal, Taluka Gandhinagar, in the Registration District of Gandhinagar and Sub-District Gandhinagar. (Hereinafter Referred to as “the said Land”).

Thereafter, Hon'ble Collector of Gandhinagar vide its order No. 1582/06/03/057/2022 dated 28/06/2022 gave permission to convert user of land bearing Survey No. 415/1 from agricultural to non- Agricultural and gave it Final Plot No.80/1 admeasuring 2793 Sq. Mtrs

Multipurpose non- Agricultural Land in T.P Scheme No. 72 (Tragad-Zundal).

Thereafter, owners of the Final Plot No. 80/1 admeasuring 2793 Sq. Mtrs. given for Survey no. 415/1/Paiki 1 in T.P. Scheme no. 72 (Tragad-Zundal) (1) Kantaben D/o Dahyabhai and W/o Amrutlal Patel (2) Manjulaben D/o Somabhai and W/o Kantibhai Patel (3) Gitaben D/o Somabhai and W/o Mahendrakumar (4) Rameshbhai Somabhai (5) Amitaben D/o Somabhai and W/o Rajendrakumar Patel (6) Madhuben D/o Dahyabhai and W/o Popatbhai Patel (7) Kiritbhai Dahyabhai (8) Vimlaben D/o Dahyabhai and W/o Atulbhai Patel (9) Shantaben Widow/o Somabhai Nagarbhai, sold and conveyed land bearing Final Plot No. 80/1 admeasuring 2793 Sq. Mtrs. allotted in lieu of to **VASHIKAA BUILDCON** by registered sale deed which was registered before Sub-Registrar on 09/11/2023 with serial No. 56863 Name of **VASHIKAA BUILDCON** mutation in City Survey record Property Card vide mutation entry No. 151 on 03/01/2024 The said entry was certified by the concerned authority .

Thereafter, an application put before Gandhinagar Municipal Corporation to issue construction permission and sanction of plan for construction of Residential units

on the said land. On basis of the said application, GANDHINAGAR MUNICIPAL CORPORATION (GMC) on 08/11/2023 vide Serial No – PRM/GMC/579/ZUNDAL-72/10/2023/25165 and issued Development Authority for the construction as under.

NOW THE VENDOR proposed to develop the said land by constructing, erecting and installing thereon a residential unit project and related infrastructure as per plan sanctioned by GMC. Such project is known as **“VASHIKAA EMBARK”**. Hereinafter referred as “the said Scheme”.

THEREAFTER, THE VENDOR has registered the said Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the real estate regulatory Authority on under Reg. No.

AND WHEREAS on demand from THE PURCHASER/S, The Vendor has given inspection to THE PURCHASER/S of all the documents of title relating to the project land and the plans, designs and specifications prepared by The Vendor’s Architects And of such other documents as are specified under the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder

and THE PURCHASER/S if satisfied in respect of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of The Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of The Vendor to the project land on which the Apartments are constructed or are to be constructed have also been inspected by THE PURCHASER/S and is satisfied in respect of the same.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Property.

AND WHEREAS The Purchasers has applied to The Vendor for allotment of Flat No. admeasuring Sq. mtrs of Carpet area and Sq. mtrs. carpet area of Balcony and Sq. mtrs. Carpet area of Wash area on Floor of Block No. together with undivided, impartibly and indivisible share of land in the said Land of the scheme/project known as **"VASHIKAA EMBARK"** constructed on the said land (hereinafter referred to as "The Said Property"), more particularly described in the schedule mentioned hereunder.

In accordance with the terms and conditions set out in this Agreement and as mutually agrees to purchase the (said property).

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) THE PURCHASER/S hereby agrees to purchase from The Vendor and The Vendor hereby agrees to sell at sale to THE PURCHASER/S by executing this agreement for sale consideration of **Rs./- in words Rupees Only.** THE PURCHASER/S has/have

paid sale consideration towards the said property to THE VENDOR as below.

Payment Schedule

Amount	Particulars
Rs./-	Rupees only paid by purchaser by Cheque no. of Bank, dated
TOTAL Rs./-	Rupees only

(2) THE PURCHASER/S has paid on or before execution of this agreement a sum mentioned in payment schedule herein above as advance payment or application fee and hereby agrees to pay to that The Vendor the balance amount in the following manner :-

- i. 30% of the total consideration to be paid to The Vendor after the execution of Agreement.
- ii. 45% of the total consideration to be paid to The Vendor on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. 70% of the total consideration to be paid to The Vendor on completion of the slabs including podiums and stilts of the building or wings in which the said property is located.

- iv. 75% of the total consideration to be paid to The Vendor on completion of the walls, internal plaster, floorings, doors and windows of the said property.
- v. 80% of the total consideration to be paid to The Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said property.
- vi. 85% of the total consideration to be paid to The Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said property is located.
- vii. 95% of the total consideration to be paid to The Vendor on completion of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of area appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said property is located.
- viii. Against and at the time of handing over of the possession of the said property to THE PURCHASER/S on or after receipt of occupancy certificate or completion certificate.

- (3) The total price as stated above excludes Taxes (consisting of tax paid or payable by The Vendor by way of GST 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/S in the manner as may be decided by The Vendor.
- (4) This Agreement is valid till The total 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 charge which may be levied or imposes by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on THE PURCHASER/S 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 issue to THE PURCHASER/S, which shall only be applicable on subsequent payments.

(5) The Vendor shall handover possession of the said property on or before **31/03/2027** If The Vendor fails to abide by the time schedule for completing the project and handing over the said property to THE PURCHASER/S, The Vendor agrees to pay to THE PURCHASER/S, who does not intend to withdraw from the project, simple interest at the rate of MCLR+2% per annum, on all the amounts paid by THE PURCHASER/S, for every month of delay, till the handing over of the possession. THE PURCHASER/S agrees to pay to The Vendor, simple interest at the rate of MCLR+2% per annum, on all the delayed payment which become due and payable by THE PURCHASER/S to The Vendor under the terms of this Agreement from the date the said amount is payable by THE PURCHASER/S to The Vendor.

(6) Without prejudice to the right of promoter to charge interest in terms of clause 5 above on THE PURCHASER/S committing default in payment on due date of any amount due and payable by THE PURCHASER/S to The Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on THE PURCHASER/S committing three defaults of payment of

instalments, The Vendor shall at his own option, may terminate this Agreement :

Provided that, Promoter shall give notice of fifteen days in writing to THE PURCHASER/S, by Registered Post AD at the address provided by THE PURCHASER/S and mail at the mail address provided by THE PURCHASER/S, of his 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/S fails to rectify the breach or breaches mentioned by The Vendor within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, The Vendor shall refund to THE PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the said property which may till then have been paid by THE PURCHASER/S to The Vendor.

(7) THE VENDOR hereby represents and warrants to THE PURCHASER/S as Follow:

- i. THE VENDOR has clear and marketable title with respect to the project land and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project ;
- ii. THE VENDOR has lawful rights and requisite, approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report ;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project 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 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;

- v. THE VENDOR has the right to enter into this deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of THE PURCHASER/S created herein, may prejudicially be affected ;
- vi. 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 project, land, including the Project and the said property which will, in any manner, affect the rights of THE PURCHASER/S under this agreement ;
- vii. THE VENDOR confirms that THE VENDOR is not restricted in any manner whatsoever from selling the Said property to THE PURCHASER/S in the manner contemplated in this Agreement;
- viii. THE VENDOR further confirms and declares by virtue of this agreement that, the Vendor cannot mortgage the said property with any bank/s, finance institutions or any money lender/s till continuity / execution of this agreement as the PURCHASER will have first right to

purchase the same however if THE VENDOR desirous to obtain a Project Loan the VENDOR can avail the same with an indemnity with Purchaser herein that, prior to execution of final Sale Deed of said property said mortgage charge will be paid by the VENDOR and also necessary No Objection / No Due Certificate will be obtained for said property from concerned bank/s, finance institutions or money lender/s.

ix. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the VENDOR in respect of the project land and/or the project except those disclosed in the title repot.

x. And then Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulation, Thereunder.

(8) THE VENDOR has executed this agreement in favour of THE PURCHASER/S and THE PURCHASER/S

has/have specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with THE VENDOR as follows :

- i. That THE PURCHASER/S shall not be allowed to change the Number of the said property.
- ii. That THE PURCHASER/S shall use the said property for **residential** purpose only and shall not use the said property for any **commercial** purpose.
- iii. That Upon execution of sale deed or possession of the said Property being delivered to THE PURCHASER/S, he/she/they shall have no claim against THE VENDOR in respect of any natural calamity such as landslide, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or any acts, events, restrictions beyond the reasonable control of THE VENDOR, THE PURCHASER/S shall indemnify to bear the expenses cause to him/her/them or he/she/they shall not dispute or raise any objection for the same.

- iv. The scheme shall always be known as “**VASHIKAA EMBARK**” and this name shall not be changed in future by THE PURCHASER/S.
- v. That for the effective management and maintenance of all common open Land, common amenities and common facilities of the said scheme, and THE PURCHASER/S along with the other Purchasers of the units in the said scheme shall become member of that Service society, This is the essence condition. THE PURCHASER/S along with other purchaser shall have to obey the bye laws, rules and regulation, resolutions etc. of the said Service society.
- vi. As we know that water is such an element which can easily leak and flow. However leakage of water is not limited to quality of construction, it also possible even otherwise like usage of excess acid for cleaning of floor, vibration of washing machine, ruff usage of property by THE PURCHASER/S. FURTHER, due to humidity in monsoon wooden plank and frames tend to retain moisture causing it to swallow and loose the natural size and parameters, which is nature phenomenon and normal in nature which troubles easy operation of opening and closing doors and

windows. In that case, THE PURCHASER/S shall not claim THE VENDOR for such leakage and operation of opening and closing doors and windows.

- vii. By executing this agreement in favour of THE PURCHASER/S, do not have right to transfer, assign convey its right to any other person or financial Institution due to such act of THE PURCHASER/S. The Vendor has right to recover all the losses from THE PURCHASER/S from the amount paid by The Purchaser towards the said property and The Vendor shall at his own option, may terminate this agreement.
- viii. To maintain the Apartment at THE PURCHASER/S own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ix. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any Part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of The Vendor and/or the Society or the Limited Company.

(9) The parties of this indenture shall resolve any disputes, if any arising in future, under provision of The Real Estate (Regulation and Development) Act, 2016.

(10) The VENDOR hereby declares that the Floor Space Index available as on date in respect of the Project land is 2793 Sq. meters only and VENDOR and promoters has planned to utilize floor space index of 7502.63 square

meters by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes 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 and regulations, which are applicable to the said project. The promoter has disclosed the Floor Space Index of 7541.10 square meters as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said apartment based on the proposed construction and sale of apartment to be carried out by the promoter by utilizing the proposed FSI and on the understanding that the “declared” proposed FSI shall belong to promoter only.

(11) “THE VENDOR” shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Property is complete and the Building Use Permission (“BU Permission”) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent (3%). If there is any reduction in the carpet area of more than 3%, then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate of MCLR + 2% per annum, from the date when

such an excess amount was paid by the Allottee. If there is any increase in the carpet area of more than 3% then THE VENDOR shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same proportionate rate per square meter as agreed in this Agreement.

(12) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

(13) It is expressly agreed between the Parties and the Allottee hereby agrees and confirms that the Promoter shall not be liable to pay maintenance and all other aforesaid charges of any nature whatsoever on the unsold units in the said Project.

(14) All the expenses of this sale deed such as stamp duty, registration charges, typing fees, advocate fees and all other out of pocket expenses in respect of these presents has borne and paid by THE PURCHASER/S only.

(15) THE PURCHASER/S before purchasing the said Property has verified himself/herself/itself about the title of the Said Land/ Project/ Said Property and being satisfied with the title THE PURCHASER/S has agreed to purchase the said Property in his/her/their favour and he/she/it shall not be entitled to further object and no requisition or objection shall be raised in any matters relating to the same.

(16) THE VENDOR shall confirm the final carpet area that has been allotted to THE PURCHASER/S after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by THE VENDOR. If there is any reduction in the carpet area within the defined limit then THE VENDOR shall refund the excess money paid by THE PURCHASER/S within forty-five day with annual simple interest at the rate of MCLR+2% per annum, from the date when such an excess amount was paid by THE PURCHASER/S. If there is any increase in the carpet area allotted to THE PURCHASER/S, THE VENDOR shall

demand additional amount from THE PURCHASER/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in above mention Clause of this agreement.

(17) If within a period of five years from the date of handing over the said Property to THE PURCHASER/S, THE PURCHASER/S brings to the notice of THE VENDOR any structural defect in the Said Property or the building in which the said Property are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by THE VENDOR at his own cost and in case it is not possible to rectify such defects, then THE PURCHASER/S 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 workmanship, quality or provision of service which cannot be attributable to THE VENDOR or beyond the control of THE VENDOR.

(18) THE PURCHASER/S along with other Purchaser of units in the said scheme must become a member of Service

Society to be registered. THE PURCHASER/S must have to obey & follow all the rules & regulation to be from by society from time to time. Further, THE PURCHASER/S must have to pay all maintenance amount for maintenance of common amenities of facilities in the scheme. No objection shall be taken by THE PURCHASER/S if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

(19) The owner of (1) Flat No. A/1001 on the Tenth floor has right to use, occupy and possess open space admeasuring 63.09 Sq. meter space above of Flat No. A/902 to keep the above mentioned open space clean and maintain well and hygienic as there is no other access to enter in that open space. (2) Flat No. A/1002 on the Tenth floor has right to use, occupy and possess open space admeasuring 29.13 Sq. meter space above of Flat No. A/903 to keep the above mentioned open space clean and maintain well and hygienic as there is no other access to enter in that open space. (3) Flat No. B/1001 on the Tenth floor has right to use, occupy and possess open space admeasuring 32.28 Sq. meter space above of Flat No.

B/901 to keep the above mentioned open space clean and maintain well and hygienic as there is no other access to enter in that open space.

The owners of Flats other then owner of Flat No. A/1001, A/1002, B/1001 does not have any kind of right to use the above mentioned open space and they shall not raise any objection for the occupation of the above mentioned open space by owner of Flat No. A/1001, A/1002, B/1001 respectively. Further, open space (terrace) other than mentioned herein above shall be used by all unit members of the said project.

(20) If any provision of this deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 deed 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 deed shall remain valid and enforceable as applicable at the time of execution of this agreement .

-: THE SCHEDULE ABOVE REFERRED TO :-

All the piece and parcel of premises bearing Flat No. admeasuring Sq. mtrs of Carpet area and Sq. mtrs. carpet area of Balcony and Sq. mtrs. Carpet area of Wash area on Floor (..... Sq.Mtrs.of built up area of said unit as per Plan Pass by AMC) of Block No. together with undivided, impartible and indivisible share of land admeasuring Sq. Mtrs in the said Land of the scheme/project known as **"VASHIKAA EMBARK"** constructed on non-agriculture land bearing Final Plot No. 80/1 admeasuring 2793 Sq. Mtrs. given for New Survey no. 415/1/Paiki 1, Which is merged in to city-survey record and allotted City survey No. NA415/1/p1 in T.P. Scheme no. 72 (Tragad-Zundal) situate, lying and being at Village Zundal, Taluka Gandhinagar, in the Registration District of Gandhinagar and Sub-District Gandhianagar. The said property is bounded as under.

On or towards East :

On or towards West :

On or towards North :

On or towards South :

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands on the day and year hereinabove mentioned.

**SIGNED AND DELEVERED by the
within named FIRST PARTY – THE
VENDORS**

VASHIKAA BUILDCON a Partnership Firm
representing through its authorized partner

Mr.
(THE VENDOR)

In the presence of

1. _____
2. _____

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

VASHIKAA BUILDCON
a Partnership Firm
representing through its authorized partner

Mr.
(THE VENDOR)

.....
(THE PURCHASER/S)