

AGREEMENT FOR SALE

This Agreement made at on the day of.....
202.....

BETWEEN

APRAJITA REALTORS BUILDER & DEVELOPER, a
Proprietorship firm having its Office Hari Shankar Verma
Lane, New Patliputra, P.S. - Patliputra, Patna- 800013,
through its duly authorized Proprietor **SRI SATISH KUMAR
PATHAK**, son of Sri Radhey Shyam Pathak, resident of
Mohalla New Patliputra Colony, P.S. + P.O.- Patliputra
Colony, Patna - 800013, District Patna (Bihar) hereinafter
called the **DEVELOPER/VENDOR** (Which expression shall
unless it be repugnant to the context or the meaning
thereto mean and include its heirs, administrators,
executors, legal representatives and successors-in-interest)
of the ONE PART;

For Aprajita Realtors Builder & Developer

Satish K. Pathak
Proprietor

AND

....., s/o, w/o, d/o
resident of P.O.-
..... P.S.-, Dist-
..... Pin Code -, Indian
Citizen, hereinafter referred to as VENDEE or the party of
the SECOND PART (Which expression shall were ever the
context requires or permits mean and include his respective
heir, executors, administrators successors and assigns).

WHEREAS:-

1. The FIRST PART has taken possession of land for
construction of residential multistoried Building named
....., by virtue of
registered Development Agreements dated, from the
Land Owner namely, s/o, w/o, d/o
..... resident of
P.O.- P.S.-,
Dist- Pin Code -
Nationality India, referred as Land Owners of piece of the
land situated Mauza, - Survey Thana No.,
Pargana, now so called as Mohalla-.....
....., P.S.-, District,
measuring as area of, under Thana No.
Khata No., Survey Plot No. and appertaining to
Tauzi No. as fully described in Schedule-I of this
Agreement for Sale, which is entered in Book No.,
Volume no., on pages to and Deed no.
..... in C.D. of the year registered at District
Sub-Registry office

For Aprajita Realtors Builder & Developer
Satish Kr pathak
Proprietor

2. The party of First Part has been coming in peaceful possession of their share of 50% Super Built Area as Flats and Car Parking Spaces as absolute owner according to the provision of Bihar Apartment Ownership Act 2006 under Section 5 & others absolutely and the First Part is entitled to allot or sell his shares as Flats and Car Parking Spaces to the intending purchaser or purchasers subject to the terms & conditions of the said two registered Development Agreements dt. after completing the said
.....

3. The party of SECOND PART is desirous of acquiring the Flat No. on floor in
....., consisting theBHK flat measuring an area of sq.ft. Approx, Super Built Up area with Car Parking Space on Floor inclusive of Proportionate share in common space upon term and conditions mentioned hereinafter this Deed.

4. That area may vary by (+) or (-) 1%, which will have no bearing on consideration of the area under this Agreement for Sale.

THIS AGREEMENT WITNESSETH AS UNDER :-

1. That the party of the First Part has constructed the said building Complex on the said land in accordance with plan and specifications and/or according to the modifications thereof necessities by circumstances. The specifications are as per the Schedule.

For Aprajita Realtors Builder & Developer

Selish K. Pathak
Proprietor

2. The Party of the Second part has agreed to acquire the said Flat No, on floor for a total consideration amount of Rs. /- (Rupees) only with super deluxe finishing as per brochure of said Apartment.

3. The above consideration amount is based on price index of materials and labour cost prevailing at the time of execution of this Booking agreement.

4. The party of the Second part has agreed to acquire said property under following terms for entire payment.

(a) Rs. /- (Rupees) only paid by the Second Part to the First Part at the time of signing over this Deed of Agreement for Sale.

(b) Rest Rs. /- (Rupees) only, excluding and all other charges as per brochure of the First Part/Company will be paid by 2nd part to the First Part according to the requirement of the Company/First Part.

(c) The First Part will or shall hand over the Flat No. on floor in the said building complex within (.....) year and the (.....) months grace period from the date of this Agreement for sale and on that occasion the Second Party will clear all the total consideration amount of the said Flat No., Car Parking spaces and Miscellaneous expenses for the said building complex within the said stipulated time.

For Aprajita Realtors Builder & Developer

Proprietor

5. The amenities, if applicable shall be chargeable as per discretion of Board of Directors of the Company APRAJITA REALOTORS BUILDER & DEVELOPER.

6. On the Second part committing any default in payment of balance amount mutually agreed upon subject to the requirement of the First Part and if the Second Part will not pay the requirement amount of the First Part or committing any breach of terms and conditions herein contained and thus the party of First Part shall be entitled to cancel/ terminate this Agreement. This Agreement also stands to be an advance notice in this regard. The party of the Second part hereby agrees to all the amounts payable under the terms frame of this agreement as and when to pay in this respect being essence of this agreement and pay @ 25% interest per annum and compound every month on all overdue payments. However the charging of interest/cancellation/ termination of booking will solely be at the discretion of Board of Directors of the said Company/First Part.

7. The Second party shall be given possession of the aforesaid flat & Car Parking Spaces in the said Apartment before payment of total consideration amount on the terms mentioned above within which the First part expects the Flat & Car Parking Spaces ready for use and possession to the Second Part.

8. The First part may extend the date of completion by a reasonable time (Grace period not beyond six months) due to any unforeseen circumstances beyond their control. In that case no further payment will be demanded from the

For Aprajita Realtors Builder & Developer
Satish Kr. Pathak
Proprietor

second part subject to timely payment of consideration amount terms mentioned above.

9. The first part shall refund the deposited amount within 180 days in case of cancel action/termination of this Agreement.

10. The party of First part may deduct Rs. /- (Rupees) only from the amount deposited by Second part in case of cancellation/termination of booking and I also in that case no interest will be paid on the amount already deposited.

11. The Second part will use the premises for residential purpose only after it is handed over, keep the premises clean and in good state and observe all rules and regulations framed or applicable by building maintenance committee or any government agency and shall be liable for payment of charges, taxes, fees etc. And First part shall remain indemnified from any consequences for not following the same by second part.

12. The party of Second part shall not at any time, do cause or permit any nuisance in the building or and part of the same, which shall cause annoyance, in conveyance or disturbance to the other occupants of the building.

13. The Transaction conversed by the Agreement at present is not understood to be a sale eligible for GST under. The sales tax law. If however, by reason of any amendment to the constitution or enactment or amendment of any other law central or state this transaction is whole to tax as sales or otherwise either as whole or in part in

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Proprietor

connection with this transaction are eligible for tax. The same shall be payable by the Second Part i.e. VENDEE on demand at any time.

14. Central Service Tax will be charged extra under the Provision of the Finance Act 1994.

15. The deed for transfer will be executed only after receipt of full and final payment. Any stamp duty or charges in this regard shall be payable by Second part.

16. This Agreement has been concluded in Patna and only courts of Patna shall have jurisdiction in case of any dispute whatsoever.

17. The registration and Booking form and brochure of the said Apartment/flat will be part of this Agreement.

SCHEDULE-I

DESCRIPTION OF THE LANDED PROPERTY.

All that piece and parcel of the land measuring an area measuring an area of situated at Mauza, Survey Thana No., Pargana, now so called as Mohalla -, New Punaichak, Survey Thana & Pargana, P.S., Sub-Registry office, District Sub-Registry office and District under Thana No., Khata No., Survey Plot No. and appertaining to Tauzi No., which within the jurisdiction of Patna Municipal Corporation and which is within the jurisdiction of Patna Municipal Corporation, Patna the same is bounded as follows:-

For Aprajita Realtors Builder & Developer
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BOUNDARY

North :

South :

East :

West :

SCHEDULE-II

ALL THAT Flat No. on Floor consisting
BHK flat with Car Parking Space on
 Ground Floor at measuring sqft. of Super built up
 area including the proportionate share in the land in
 "....." Constructed over the
 said Schedule-1 landed property, as mentioned above,
 Mauza -....., Survey Thana No., Pargana
 Phulwari, now so called as Mohalla, , Survey
 Thana & Pargana, P.S.-, Sub- Registry
 office, District Sub-Registry office and District.....and
 which is within the jurisdiction of Patna Municipal
 Corporation and the same is bounded as follows:-

BOUNDARY OF FLAT NO. on Floor..

North :

South :

East :

West :

For Aprajita Realtors Builder & Developer

Satish Kr. Pattnaik
Proprietor

SCHEDULE-III

PAYMENT PLAN

(i)	At the time of Booking	
(ii)	At the time of completion plinth work	
(iii)	At the time of first floor roof casting	
(iv)	At the time of second floor roof casting	
(v)	At the time of third floor roof casting	
(vi)	At the time of fourth floor roof casting	
(vii)	At the time of handing over possession or before registration of sale deed	

SCHEDULE-IV

1. R.C.C. framed structure as per structural consultant.
2. Electrical and PHE design as per consultant.
3. Large Capacity overhead tank.
4. Stand by Power Supply for the common area and water pump by sufficient capacity generator.
5. Bore well with submersible Pump.
6. Flooring Marble Tiles. v. Tiles.
7. Windows/ Aluminum Glass
8. Hot & Cold water points and glazed tiles dado up to 7'0" height in bath room.

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- 9. Wall finish by P.O.P.
- 10. TV & Telephone points in Drawing room
- 11. Granite cooking plate from and dado up to 2' height in Kitchen.

AMENITIES

- 1. Common Lift.
- 2. Enter Con Telephonic Service, to Each Flat.
- 3. Stand by Power supply generator set.

IN WITNESS WHEREOF the parties is here to have signed this Deed of Agreement for Sale on this..... 2020 at Patna First herein above written signed and delivered to the within named Vendee.

IN PRESENCE OF

1.

For Aprajita Realtors Builder & Developer
Satish K. Pathak
 Proprietor
SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE VENDEE