AGREEMENT FOR SALE

Rameseh infrastructure Pvt. Ltd., registered under Indian Companies Act, 1956 bearing registration number U45200BR2011PTC017578, having its registered office at Co-operative Colony, West Patel Nagar, Patna-23, through its duly authorized Director Sri RAJIV RANJAN KUMAR SINGH S/o Sri Nathun Prasad Singh, Co-operative Colony, West Patel Nagar, Patna-23, Site office- AG Colony 90 Ft. Road, Behind IGIMS, KAutilya Nagar, Patna 800023, hereinafter referred to Developer/Builder (which terms and expression shall unless it be included its executors, representatives, partners, nominees or nominees, administrators, successors in the office and assigns) of the --- **FIRST PARTY.**

AND

Smt. ..... W/o Mr. ..... & Mr. ..... S/o Dr. ..... PAN :
-.....Add- .....

--- Second Party/Vendee.

WHEREAS, the aforesaid Vendor, the First Party, is a Builder and its main object is to buy, sell develop and deal in land and building including commercial and

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residential apartments and to carry on business of building contractors for all types of construction for its respective buyers.

AND WHEREAS, to achieve the above object the First Party entered into a Development Agreement on 10-04-2017 with Shri Abhishek Shankar & Anand Shankar S/o R. P Singh Resident of Vill Bhawanchak P.s – Saksohra, Dist. : Patna. and another Development Agreement on 10-04-2017 with Geeta Singh W/o R. P Singh. Resident of Mohalla Shivpur P.o- Shastri Nagar, Dist.: Patna Town. and another Development Agreement on 12-08-2017 with Parmanand Singh S/o Rohini Singh Residents of Mohalla+Vill – Shaikhpura, Durga Ashram Gali, Shaikhpura, P.S – Shastrinagar, Dist. : Patna Town. and Developer Sale Deed No.: 7981 on Dated 05/08/2017 to Develop and Construct multi- storied building over their land situated at Mauza Shaikhpura, Thana No. – 9, Shastrinagar, Khata No.: 226,204,172 Tauji No.: 5755, Plot No. : 343, 344, 347. Total Plot Area as deed 2033.60 Sq. Mtr. Total Plot Area as site 1753.406 Sq. Mtr.

AND WHEREAS the Builder decided to construct and sell a multi storied building on the aforesaid land in the name and style of KRISHNA KUNJ ENCLAVE at. Mauza Shaikhpura, Thana No. – 9, Shastrinagar, Patna And whereas the First Party got the plan prepared for building to be constructed on the said land and got it approved on 09-04-2019 by Latter No. 4667 of Patna Municipal Corporation, Patna..

AND WHEREAS according to the provisions of BIHAR Apartment Act 2014 and further clauses of Development Agreement with the builder is entitled to Sell/Transfer his share as die Absolute owner and the Land Owners have no concern for the same.

AND WHEREAS, the buyer has inspected the aforesaid documents and has satisfied themselves about the right, title and interest of the Fist Party over the said

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land and is also aware of the face that the First Party has entered and entering into separate agreements with several other persons and/or parties who are interested in acquiring the proposed residential "KRISHNA KUNJ ENCLAVE".

AND WHEREAS the buyer has also inspected and/or otherwise has decided to acquire a flat and parking space in the said building more fully described in Schedule I here to on the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1- The Builder shall construct and complete the apartments over the said land in terms of specifications mentioned in Schedule VI and the entire area of land has been named by the builder as "KRISHNA KUNJ ENCLAVE".

2- The buyer has agreed to acquire from the Builder the said residential unit as described in the Schedule II and as per specification and goods like Life, Generator, Intercommunication etc. mentioned in the Schedule VI hereunder written and the Builder has agreed to transfer the same in favour of the buyer at the said consideration mentioned below.

3- The total consideration has been calculated on the basis of super built up area as detailed in the Schedule III hereunder written. But, according to BIHAR Apartment Act, 2014, the document is registered on the basis of carpet area of the flat. The value of the flats is the same as given in consideration clause.

4- The said total consideration shall be paid by the Buyer to Builder or his authorized representatives in the manner set out in Schedule V wherein after written. It is also agreed that all such payments shall always be made by Cross A/C Payee Cheques or pay Orders on any Bank in Patna in favour of the "RAMESTH INFRASTRUCUTRE PVT. LTD."

5- In case any tax, GST or any other Govt. duty or tax (not being income tax)

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including Service Charges is payable to State Government / Central Govt. and Local Body with the electricity Connection and transformer expenditure that the flat buyer shall mark the said payments separately by cheque /demand draft/pay order drawn in favour of " RAMESTH INFRASTRUCUTRE PVT.LTD." It is agreed that the said GST and other Statutory levies paid by the flat purchaser shall be non refundable.

6- Subject to force majeure, the firm / Builder Shall give possession of the flats to the Flat Buyer on or before April-2022. If the- firm/Builder -fails or negates to give possession of the flats to the flat buyer on account or reasons beyond its control and of any inevitable causes as per the provision of BIHAR Flat Ownership Act, then the Developer Company shall be liable on demand to refund the amount received by a till date in respect of the said flat without interest is however flat agreed that the dispute as to whether the stipulations specified in said Act have been satisfied or not will be referred to the barrater whose decision shall be binding over the parties.

Provided that the Developer Company shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date. if the completion of building in which the Flat is to be situated is delayed on account on.

i- Non-availability of steel, cement, other building materials, water or electric supply.

ii- War, civil commotion or act of God.

iii- Any notice, order, rule, notification of the Government and/or other public or competent authority.

iv- Disruption of any Service or any such event which is or shall be out of control of the Developer authority.

However, if the company be intestinally fails to construct the said building and cases delay in handing over the possession of the said flat, the company shall be liable to pay interest at the prevailing bank rate from the due date

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of possession as mentioned above.

7- The buyer shall make timely payment of all amounts under the agreement whether demanded or not by the Builder. In case of default of payment of any amount in time the buyer shall pay to the Builder or its representatives interest at the rate of bank interest compounded every month on all the amounts which becomes due and payable by the buyer to the Builder under the terms of this agreement calculated from the date of the said amount become payable. That payment of interest shall not prevent cancellation of this agreement by the buyer to the firm on due date. If is specially agreed that time for payment of the consideration amount by the buyer to the builder set out in schedule V hereunder written shall be the essence of the agreement.

8- On the Buyer not clearing all his/her dues along with interest at the prevailing bank rate per annum within 30 days from the date of the said amount become payable and/or on the buyer committing breach of any the terms and conditions herein contained, the Builder or its representatives shall be entitled at its own option to conceal and terminate this agreement in which event all right, title and interest of the buyer over the said unit shall be extinguished and the Builder shall have further right, title and interest over the said unit to sell the same to any other person. The Builder apart from interest at the prevailing bank rate per annum on all delayed payments shall be entitled to liquidate damages of 2% of the total consideration amount mentioned in schedule IV hereunder written whichever is higher and builder after making such appropriation shall refund the balance amount to the buyer within 120 days from the date of such termination.

9- Within 30 days of the date of notice given to the buyer by the Builder or its representatives the buyers shall take possession of the said unit after full payment and /or possession of the said unit after full payment and /or

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deposit of all amount becoming due by the buyer to the Builder under this agreement and buyer would to the Builder under this agreement and buyer would be liable to pay a holding charge @ 5/- per Sq. Ft. per month if he/she/they fails to take possession in within 30 days from the date of issue of offer of possession and interest at the prevailing bank rate on delayed payment, if any.

10- If even after 60 days of offer of possession the buyer fails to make full payments aforesaid and take delivery of possession the Builder or its authorized representatives shall be entitled to terminate this agreement of the said unit at the entire risk and cost of the buyer and the buyer shall be liable to pay full costs. Charges and expenses that may be incurred by the Builder.

11- Provided that the entire consideration amount and deposits etc, due by the buyer are paid to the Builder and buyer performs all the terms and conditions and stipulation contained herein to the performed and observed the buyer shall be entitled to peacefully hold, possesses and enjoy the said unit without any interruptions by any person or persons lawfully or equitably claiming for under or in trust of the builder.

12- After completion the buyer shall not use the said unit for any purpose other than for a which they said unit is being acquired by him/her except with prior written permission of the Builder. The buyer shall keep the common area and the compound of the said building in neat and clean condition and shall neither occupy interfere hinder or keep goods, furniture etc. in common space or in the Manner which may cause annoyance to the buyer of other unit of the said building.

13- From the date of possession the buyer agrees and undertakes to pay regularly and punctually whether demanded or not at all times the proportionate share of Municipal Rent and Taxes on the basis of the Municipal. Assessment of the

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outgoing charges calculated on actual amount in respect of the said unit including all taxes.

I- Until such time the conveyance of the entire units of "KRISHNA KUNJ ENCLAVE", building is executed as hereinafter stated the buyer irrevocably agrees to abide by all the justified rules and regulation framed or to be framed at any time and from time to time by the Builder and generally do all and ever acts related to the building and the buyer of other unit in the said building.

14- After occupation of the Unit, by buyer the buyer shall carry out all interest repairs of the said unit agreed to be acquired by him/her at his/her cost and maintain it in good condition. Safe order and shall observe all the rules and bye-laws of the society of the building when formed and registered.

15- The Builder covenants with the buyer that the construction of the said building shall be completed up to 3-years with a grace period of six months, provided however that the time for completion shall be deemed to have been extended in the event of non availability of building materials or delay in receipt of installments of the consideration amount from buyers of other unit and/or delay due to force major. Save as provided herein if the builder is not be able to give possession of the said unit to the buyer on the above accounts or on the account of any reasonable cause the buyer shall not be entitled to any reasonable cause the buyer shall not be entitled to any damage. But he/ she/they will be entitled to receive back the entire money paid by him/her/them to the builder towards consideration of said unit together with interest there on calculated at the rate of interest realized by the Bank against its loan given to anyone including the builder for construction of building from the date of such payment or payments until the date of repayment by the builder.

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16- The Buyer covenants with the firm and through them with the buyers of other unit of the building that he/she shall not ever demolish or cause to be demolished any part or portions of the building nor shall be at any time make or cause to be made by any part thereof .The buyer further covenants that he/she shall not make any addition or alteration to the said unit without the previous consent in writing of the said association of the building when formed.

17- That the buyer shall not claim except in respect of the said unit hereby agreed to be acquired and detailed and explained in the schedule II hereunder. It is being agreed that all common spaces, lobbies, open spaces etc. shall be enjoyed jointly. The unsold unit and parking space of the said complex shall remain the exclusive property of the builder. The buyer further agreed not to display sign board in open space without the written consent of the Builder.

i. That the firm shall have the right to construct and raise stories. If sanctioned by the authority concerned or put up a additional structure on such roof and/or the vacant land/or additional to be acquired during the construction of the complex and such additional structure shall be entitled to deal with or dispose of in such manner as the builder may think proper, but however the builder shall not shall raise or create any obstruction or hindrances of any nature whatsoever on such right of the buyer. Nor the buyer shall claim any right and interest in such additional structure constructed or raised on such roof or vacant land in the said complex.

18- All costs and expenses in connection with formation of the said co-operative Housing Society or Association/s as

Well as cosets of the preparing executing and registering of the agreement or agreement deed or deeds or Conveyance and conveyances. transfer of Deed or

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any other document of documents required to be executed by the builder as also the professional or the costs of attorney of the Builder for preparation and approval of such documents and also in stamp duty applicable at the time of conveyance of deeds shall be borne and paid proportionately by the buyer and the Builder shall not be liable to contribute anything towards such expenses.

19- In case any security or deposit is demanded by Electricity Board/Municipal authorities or any other legal authority for supply for electricity water, telephone, intercom. Gas or any other facilities or utility, the buyer shall contribute proportionately as shall be determined by the builder/society of the buildings.

20- All letters, receipts and/or notices issued by the Builder and dispatched under certificate of posting to the above address or such other addresses as may be intimated by the buyer shall be sufficient proof of same by buyer on the 4th Day from the date of dispatch.

21- The firm hereby agreed to return all loans and interest if obtained by the Builder for itself for the purpose of finishing the construction before the final conversance of The unit by the buyer to association. It is however agreed that the Builder shall not be responsible in any manner whatsoever in respect to the loan arranging for the buyer and/or the buyers of other unit as aforesaid and the buyer alone shall be responsible for the timely repayment of the same.

22- The buyer hereby agrees and undertakes to furnish sign and verified all papers and documents as and when required by the Builder or its authorized representatives for assisting the buyer in obtaining loans from Bank or

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Financial Institutions. The buyer further agreed and hereby irrecoverably authored the builder to receive all loans amount as and when received towards existing and/of further installments payments by the buyer as detailed and set out in the schedule IV hereunder written.

23- The buyers member shall have undivided proportionate share in land over which all apartment of "KRISHNA KUNJ ENCLAVE " are to be constructed in case of demolishing of Building due by any unnatural accident of the building.

24- That after payment full and final consideration amount the parties will execute a Deed of Absolute Sale and the First Party shall not deliver the physical possession of the flat to the second party unless Deed of Absolute sale is executed between the parties.

25- That carpet Area of Flat will comprise within apartment. The roof of the said Flat be used both as the roof of the said Flat as well as the floor of the said unit or units above the roof and floor of the said apartment shall jointly being to the buyer of the Flat directly above and under the said Flat and the floor of the said flat shall be used both as the floor of the said flat as well as roof of the flat/unit below it.

26- That the walls and columns if any within and outside of the said Flat have the wall separating the said unit from the other flat on the same floor shall beyond jointly to be member buyer and the said common wall separating the unit from other unit on the same floor shall jointly belong to the buyer of other such unit and in which case 50% of common wall shall be taken into account.

27- That the proportionate individual shares in the common utilities areas and land within the boundary wall of the building jointly belongs to the buyer

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of the other unit in the said building.

28- The buyer shall have common and proportionate right in common facilities like corridors, passage, staircase, lift. Lift machine Room. / Overhead Water Tanks, projection Electrical room. Generator room etc.

a) That in case any dispute or differences arises the Same shall be referred to Arbitration under Arbitration Act, 1940

b) The Court having original jurisdiction in the town of Patna alone shall have the Jurisdiction in all matter relating to or arising out of this Agreement.

SCHEDULE-I

About referred to (Entire Area of the apartment over which "KRISHNA KUNJ ENCLAVE" has to be constructed)

All that Mauza Shaikhpura, Thana No. - 9, Shastrinagar, Khata No.: 226,204,172 Tauji No.: 5755, Plot No. : 343, 344, 347. Total Plot Area as deed 2033.60 Sq. Mtr. Total Plot Area as site 1753.406 Sq. Mtr.

The Land is bounded as follows:-

East: Late Vishwanath Singh.

West: Mr. Pratap Singh.

North: Gali

South: 90 Ft. Road.

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SCHEDULE-II

(Which will be the exclusive property of the purchaser?)

All that piece and parcel of residential Flat of "KRISHNA KUNJ ENCLAVE" measuring Super Built-up area _____ Sq. Ft. and Built-up area: _____ Sq ft. and Balcony area _____Sq. Ft. also Carpet area of this flat is _____Sq ft. along with car parking space of one car on of along with agreement of proportionate share in common space in the building like staircase on all the floors, Lift-Landing and pore duct on all the floors. Genset room , water pump, water tanks, transformer and electrical substation room etc. situated at Mauza Shaikhpura, Thana No. – 9, Shastrinagar, Khata No.: 226,204,172 Tauji No.: 5755, Plot No. : 343, 344, 347. PATNA.

Boundary

East:
West:
North:
South:

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SCHEDULE-III

Total Cost of flat including Proportionate: Rs.

Undivided share in land and Car parking area and other amenities (Rain water Harvesting, PARK, etc).

*GST according to Govt. Rule and Registration cost shall be paid by the purchaser)

SCHEDULE-IV

Amount paid by buyer till the execution

Of this deed Rs.

Balance Amount Rs

Total Consideration Amount Rs.

SCHEDULE-V

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PAYMENT SCHEDULE

1- Booking	Rs. 10%
2- At Completion of the Foundation	Rs. 15%
3- At Completion of the stilt Slab	Rs. 15%
4- At Completion of the first Slab.	Rs. 10%
5- At Completion of the Second slab.	Rs. 10%
6- At Completion of the Third slab.	Rs. 10%
7- At Completion of the Fourth slab.	Rs. 10%
8 - At completion of the plaster:	Rs. 10%
9 - At completion of the Possession	Rs. 10%

That flat purchaser shall make the payments by cheque/Demand Draft/pay order drawn in favor of RAMESTH INFRASTRUCTURE PVT. LTD.

SCHEDULE-VI

SPECIFICATION OF "KRISHNA KUNJ ENCLAVE"

SPECIFICATION

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Foundation structure	:-	Earthquake resistant R.C.C Frame structure.
Super structure	:-	As per standard design approved by the Architect
Wall	:-	Brick Work as per design.
Roof	:-	Reinforced concrete slab (TMT Bars and casting will provide M-20 grade)
Wall fixing	:-	All internal walls and ceiling finished with wall putty & External wall finished with wallputy & weather paint.
Flooring	:-	Vitrified tile.
Door :-	:-	Door Frames of sal wood. Water proof door shutters will be 32mm thick factory made flush door with a coat of wood primer and two coats of synthetic enamel paines / Laminated Door
Windows	:-	Aluminum/Wooden windows openly panels, fitted with fine glass.
Kitchen	:-	The working platform in kitchen of Granite with laster glazed tiles dado upto 24" height above the working platform.
Bathroom	:-	All C.P fitting will be of standerd make ISI Mark and chromium plated. White glaze vitreous china sanitaryware of standard make, Anti skid tiles flooring and laster glaze tile dado upto door level. Single connection provided in Hot water pipelines in one bathroom.
Electric Wiring	:-	Concealed PVC conduit wiring with standard electrical ISI accessories,
Communication	:-	One TV/Telephone Point in living room and master Bedroom & Intercom facility.

IN WITNESSES WHEREOF the parties hereto have executed and delivered these present on the day, month and year as first above written in the presence of witnesses below.

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SIGNATURE OF FIRST PARTY/VENDOR/BUILDER/FIRM

SIGNATURE OF SECOND PARTY/VENDEE/BUYER

WITNESS:

1- Name:

S/o

R/o

2- Name:

S/o

R/o

Date:

Drafted by:

Madan Kumar

High Court PATNA.

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