AGREEMENT FOR SALE-FLAT

THIS AGREEMENT FOR SALE IS EXECUTED ON THIS …… DAY OF …….. 20…..

BETWEEN

NAME & ADDRESS OF THE VENDORS / DEVELOPERS:-

URMILA HOMES PRIVATE LIMITED , a company registered under Company Act, 2013 , having its registered office at Ayache Gram, Near Bariya Bus Stand, Muzaffarpur, Bihar - 842003, (PAN – AABCU9081D) **through its Director (1) Purushotam Pandey, Age – Years, S/o , R/o** AT - Ayache Gram, Near Bariya Bus Stand, Muzaffarpur, Bihar - 842003 , India **(2), Samar Ali, Age**

- S/O – Syed Sikander Ali, R/O – Near Shia Masjid, Paighamberpur , Kolhua, Muzaffarpur – 842003, Bihar India**,** hereinafter referred to as the **"VENDORS/ DEVELOPERS"** which expression unless repugnant to the Context or meaning there of will mean and include its heirs executors, administrators, legal representatives, assignees and successors-in-interest .of the **FIRST PART. MOB. No - 9431238987**

AND

NAME & ADDRESS OF THE VENDEE/BUYER / PURCHASER:-

……., Age …….., S/O ……., Residence- ……., Indian Citizen, hereinafter called the **VENDEE/BUYER/ PURCHASER** of the SECOND PART. **Mob. No - ……., PAN : ……J.**

RECITALS

AND WHEREAS the aforesaid property Ancestral Property (Maurushi Property) of the Landowner and thereafter the aforesaid owners are seized and possessed of and are owner of or otherwise were and are sufficiently entitled to the free hold land measuring an area of approx. 15 Decimil, Situated at Mauza – Kiratpur Gurudashpur alias Khabra, at present P.S – Sadar, Dist – Muzaffarpur bearing Thana No.334, Khata No.514 & 183, Plot/Khesra No.543,529&3619,which aforesaid owner is coming in peaceful possession over the same and their mutated her name in the state serista and paying rent to the state of Bihar, Vide Jamabandi no……., through circle office Muzaffarpur as absolute owner within the limits of Gramin Area and Jurisdiction of District Sub-Registrar office Muzaffarpur.

AND WHEREAS the Developer/Builder has entered into **Registered DEVELOPMENT AGREEMENT** vide Deed No.2572, Book no.1, Vol. no.37 on Pages from 305 to 322 in C.D. no.6, Serial No.2693, Token no.2791/2018, Dated - 21.02.2018, registered at District Sub Registrar office Muzaffarpur **with Landowner** Smt Sita Devi , Age – 71 Years, , for Development of measuring an total area of approx 15.00 Decemil, Situated at Mauza – Kiratpur Gurudashpur alias Khabra, at present P.S – Sadar, Dist – Muzaffarpur bearing Thana No.334, Khata No.514 & 183, Plot/Khesra No.543,529&3619 within the Jurisdiction of District Sub – Registrar, Muzaffarpur and framed a scheme for constructing a Residential Complex to be known as **" SITA RESIDENCY".**

AND WHEREAS, Muzaffarpur Municipal Corporation has accorded permission Vide Plan for construction of the residential building and after obtaining the permission a new building has been Constructed on the said land by **URMILA HOMES PVT. LTD.**, in the name Style of building **"SITA RESIDENCY"** hereinafter referred to as the '**BUILDING**' Comprising several Flats.

AND WHEREAS after completion of the building, both the Landowner and Developer have come into possession of their respective shares as per the share division executed between them as per development agreement dated – 21-02-2018 came and is in the Share of the Vendor/Developer.

AND WHEREAS, the Buyer has also inspected and/or otherwise satisfied himself about the building plans and is desirous of acquiring a Flat/Parking space in the said complex more fully described in the schedule "B" hereto upon the terms and conditions hereinafter mentioned.

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

1. In this agreement unless it be contrary or repugnant to the context.

1.1 "Developer" shall mean the builder above-named and its promoters as also its executors, successors and/or successors in interest, assigns representatives and nominee or nominees.

1.2 **<u>"Buyer" shall mean and include:</u>**

A. If the Buyer be an individual then his/ her heirs, executors, administrators, legal representatives, successors or successors in interest, assigns.

B. If Buyer be a Hindu Undivided Family, then its karta and members for the time being, their survivors and respective heirs, executors, administrators, legal representatives and assigns.

C. In Case the Buyer be a Partnership Firm then its Partners for the time being their respective heirs and executors, administrators legal representatives and assigns, and in case Buyer be a joint stock company, then its successor or successors – in-interest and assigns.

1.3 "Land" Shall mean the said land, as fully described in the schedule "A" of this Agreement.

1.4 "Complex" shall mean all Flats, Parking Spaces, etc, to be constructed on the said land and to be known as **"SITA RESIDENCY".**

1.5 "Unit" shall mean any one flat or office or shop with Joint Ownership of its Floor , Roof and Walls as explained in the schedule "B" of this Agreement and shall also include the Parking Space if the same has been acquired by the Buyer/s,

1.6 "Building" shall mean the Multi- Storied Residential Building in which Buyer has Purchased his Unit and/ or Units.

1.7 "The plans" shall mean the plans and designs of buildings to be constructed as **URMILA HOMES PRIVATE LIMITED** including any variations therein which may subsequently be made by the builder/and/or architect or architects.

1.8 "Parking space" shall mean the open or covered space reserved on the demised Land or in the building sufficient for parking of a car and/or scooter as described in the letter of allotment.

1.9 "Architect" shall mean any person or person or firm or company whom the builder may appoint from time to time as the architect for the said complex.

2. The Buyer agrees to acquire from the Developer the said Flat hereinafter jointly referred to as the said unit more fully described in the schedule "B" hereunder at or for a total consideration as mentioned in part- I of schedule "C" hereunder written and the Developer has agreed to transfer the same in favor of Buyer at the said Consideration.

3. THE said total consideration has been calculated on the basis of super-built up area as detailed in schedule 'B' and in part- 1 of the schedule "C' hereunder written.

3.1 In case any sales tax, purchase tax, Service Tax, GST (Goods & Service Tax) or other government duty or tax (not being income-tax) is payable in relation to the said unit. the same shall be on the account of Buyer who further agrees and undertakes to keep the Developer indemnified against any such claim or demand that may be made by any authority.

4. THE Buyer shall make timely payment of all amounts due under this agreement whether demanded or not by the Developer, in default of

payment of any amount in time, Buyer shall pay to the builder interest at the rate of 18% per annum it is specifically agreed that time for payment of the consideration amount as set out in part- II of the schedule "C" hereunder written , shall be the essence of this agreement.

5. On the Buyer not clearing all his dues along with interest 18% per annum within 30 days from the date the said amount become payable and/or committing default in payment on due date under this agreement twice and/or on the Buyer committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to cancel and the Buyer shall have no further right. title and interest over the said unit which shall be allotted to any other person, the Developer so agrees/desires and apart from interest at the rate of 18% per annum on all delayed payments of the total consideration amount mentioned in part i of the schedule 'C' hereunder written, the Developer after making such appropriation shall refund the balance amount to the Buyer within 120 days from the date of such termination.

6. Provided that the entire consideration amounts and deposits etc due by the Buyer to the Developer under this agreement are paid to the Developer and the Buyer performs all the terms and condition and stipulations contained herein to be performed and observed, the Buyer shall be entitled to peacefully hold, posses and enjoy the said unit without any interruption by any person or persons lawfully or equitably claiming for under or entrust for the Developer, the Buyer shall get the flat registered within 3 months of handing over the unit.

7. After occupation, the Buyer shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with

prior written permission of the Developer, the Buyer shall keep the common area and the compound of the said building and the said complex neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep and store any goods, furniture, etc., in common spaces entrance stair cases etc, nor shall use the same or the said unit for any illegal purpose or in the manner which may cause announce to the Buyer of other units in the building or the complex.

8. The Buyer further agrees and undertakes that the Buyer always be bound to sign all papers and documents and to do all other things as the Developer may require from the Buyer from time to time in this behalf safeguarding the interest of the Developer and the Buyer of other units in the said Building and/or the said complex.

9. The Buyer shall carry out all internal repairs of his said unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and bye- laws of the municipal corporation and shall not do or allow to be done anything in or upon the said unit or the said building or the said complex which may be against the rules and bye- laws of the corporation, or any other local authorities and the Buyer shall be responsible to municipal corporation, and /or any other local authorities for any thing done in connection with the said unit and/or the said building and/or the said complex and shall be liable for the consequences thereof, the Buyer shall also always keep the Developer indemnified from all losses and payments which the Developer may hereto suffer or have to pay on the Buyer's behalf at any time in future.

10. The Developer shall have the first charges and lien on the said unit to be acquired by the Buyer in respect of any amount liable to be

paid by the Buyer under the terms and conditions of this agreement and the Buyer shall not sublet transfer, assign, sell, part with possession or in any way dispose off the said unit or his interest there in or there under without prior written consent of the Developer .

11. The Buyer shall have no right, title or interest of any nature whatsoever in the common area save for the purpose of ingress and agrees, right of easements common right of use and enjoyment.

11.1 All amounts paid and/or to be paid herein by the Buyer to the Developer shall duly be paid and be deemed to be the payment towards the proportionate land value and construction costs of the said complex.

12. For the purpose of formation of the association of persons doth hereby nominates, constitutes and appoints the Builder as its true and lawful attorney to do all acts, deeds and things as may be necessary for the same and agrees to grant such other powers and/or authorities in favor of the Builder as may from time to time be required by the Builder.

13. The Buyer covenants with the Developer and through him with the Buyer of the other units that he/she shall not ever demolish or cause to be demolished any part of the said building or nay part or portion of the other buildings and shall not at any time make or cause to be made any construction of whatsoever nature in such complex or in the said building or any part there of the Buyer further covenants that he/she shall not make any additions or alterations to the said unit, without the previous consent in writing of the Builder or the said association/s when so formed.

14. The Buyer shall have no claim save and except the said unit hereby agreed to be acquired and detailed and explained in the schedule "B" hereunder given , it being agreed that all common spaces, parking spaces, lobbies, stair- cases, roof and/or terraces of all the building and unsold units etc, in the said complex shall be main the exclusive property of the Builder.

15. The Builder shall have the right to construct and raise stories or put up additional structures on such roof and /or the vacant land of the complex and such additional structure and/or construction shall be the sole and exclusive property of the Builder who shall be entitled to deal with or dispose of the same in such manner as the builder may deem expedient and the Buyer shall not be entitled to raise or set up nor shall raise or create any obstruction of any nature whatsoever on such right of the builder nor the Buyer shall claim any right, title and interest in such additional structures constructed or raised on such roof or vacant land in the said complex.

16. All costs, charges and expenses in connection with formation of said cooperative housing society/s or limited company/s or the association/s as the case may be as well as the costs of the preparing executing and registering of the agreement. conveyance, transfer deeds and any other documents required to be executed by the Developer as also the professional costs of the attorneys of the builder for preparation and approving such documents and also the stamp duty applicable at the time of conveyance, shall be borne and paid proportionately by the Buyer and that the Developer shall not be liable to contribute anything towards such expense, the expected proportionate share of such costs, charges and expenses, shall be

payable in advance by the Buyer immediately on demand being made by the Developer in this regard.

17. In case any security or deposit is demand by the electricity authorities, municipal authorities or any other local authority for supply of electricity, water, gas or any other facility of utility or amenity, the Buyer shall contribute proportionately towards such security or deposit as shall be determined by the Developer.

18. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time by the Developer to the Buyer shall not be construed as a waiver on the part of the Developer of any breach or noncompliance of any of the terms and conditions of this Agreement by the Buyer nor shall the same in any manner prejudice or limit the rights of the Developer.

19. All letters receipts and/ or notice issued by the Developer and dispatched under certificate of posting to the above address or such address as may be intimated by the Buyer shall be sufficient proof of receipt of the same by the Buyer on the 4th day from the date of dispatch.

20. That the Developer reserves the absolute right to escalate the cost of the said Flat if the cost of the input to the said project increase beyond a pre determined level, as per the standard escalation formula. The Purchaser agrees to pay the same to the Vendor.

21. That upon completion of the said Flat and on receiving a notice from the Vendor to take over the possession of the said Flat the Purchaser will settle accounts with the Vendor within a specified period of 15 days. The Purchaser undertake to do the same failing which the

Vendor cannot be bound down to entertain the claim of the Purchaser made in these respects.

22. The Purchaser also undertakes to pay one time maintenance deposit of Rs.25,000/- (Rupees Twenty Five Thousand) only to the Vendor/Developer towards common expenses for lifts, common lights, watchman, liftman, sweepers and other employees and other expenses necessary and incidental to the maintenance of the services until a committee of flat Purchaser takes over the administration of the building. The Purchaser undertake to pay to the Vendor the deposit as required towards the above mentioned expenses, the balance of which will be handed over to the Society of Flat Purchaser as and when it is formed.

23. In case the Buyer has observed and has strictly followed all the terms and conditions of this agreement and gives a written notice to cancel this agreement, than in that event the Developer shall cancel this agreement and after deducting 10% of the total consideration amount of the said unit from the amount received from the Buyer till that date, refund the balance amount to the Buyer within 180 days from the date of such cancellation, however the Buyer shall be entitled to exercise this option within a period of six months from the date of this agreement where after this clause shall automatically be deemed to have become inoperative and enforceable.

24. That the external Developmental charges, Infrastructure Development Charges or any other charges as may be demanded by the Authorities will be charged additionally and shall be paid by the intending Purchaser as and when demanded by the Company or as per the price list/payment plan given.

25. That the amount paid to the extent of 10% of the basic sale price shall constitute earnest money which will stand forfeited in case of delay in payment and/or breach of any of the terms & conditions of allotment.

26. That the Developer has proposed to handover the possession/Completion Building of the flat by 01-03-2021**,** with a grace period of 06 month. However the completion period is subject to "Force Majeure" for which the developer will be entitled for extra time in the case of any litigation and such happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock out exceptionally inclement weather and any other Act of God.

27. That the external Developmental charges, Infrastructure Development Charges or any other charges as may be demanded by the Authorities will be charged additionally and shall be paid by the intending Purchaser as and when demanded by the Company or as per the price list/payment plan given.

28. That the intending allottees shall not be entitled to get the name of his or her nominee substituted in his/her place without the prior written approval of the Company.

29. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulator' Authority at Patna, Bihar on SITA RESIDENCY under Registration No…… and Memo No. ……., Dtd.-…….

30. **<u>IN CASE ANY DISPUTE OR DIFFERENCE ARISE :-</u>**

a. Before the delivery of possession or on the date of possession between the Developer and the Buyer relating to the interpretation

of any of the terms and conditions of this agreement, then the same shall be referred to the arbitration, such arbitration shall take place in accordance with the provisions of the arbitration and conciliation Act, 1996 as amended from time to time.

b. After the delivery of possession or after the date of possession in matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the Buyer and any employers of the Builder or any other Buyer or Buyer of other units, all such matters shall be referred for arbitration to the builder, or to the nominee or nominees of the builder, such arbitration shall take place in accordance with the Provisions of the Arbitration Act and shall be final and binding up on all.

31. Any liability arising out of amendment in stamp duty in Bihar finance Act 2001 shall be borne by the Buyer/Purchaser.

32. The courts having original jurisdiction in the town of Patna/Muzaffarpur alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

33. This agreement supersedes all other Agreements and/or Agreements hereto before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.

34. If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions 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 applicable law and the remaining provisions of this Agreement shall

remain valid and enforceable as applicable at the time of execution of this Agreement.

35. That the Rent/Proceeds of the Hoardings/Advertisements on all sides of the external elevation and remunerations from installation of electronic or T.V./ Telephone Towers on top roof of the building shall be payable exclusively to the Vendor/Developer without any demand or objection from the Vendee or association of the Vendee.

THE SCHEDULE "A" ABOVE REFERRED TO

Description of land on which **"SITA RESIDENCY"** complex stands :-

All that piece or parcel of Land measuring an total area of approx **…….Decemil , Situated at** Mauza – Kiratpur Gurudashpur alias Khabra, at present P.S – Sadar, Dist – Muzaffarpur bearing Thana No.334, Khata No.514 & 183, Plot/Khesra No.543,529&3619 and bounded as follows:-

BOUNDARY OF LAND/APARTMENT:-

NORTH :- Sangita Ojha or Nij First Party.

SOUTH :- Sarswati Devi.

EAST :- Aklu Ram.

WEST :- Main Road

THE SECHEDULE "B" ABOVE REFERRED TO :

ALL THAT Flat No……. on the ……. Floor measuring Super built-up-area …….. Sq.ft. approx and as per applicable 'RERA' Carpet area …….. Sq.ft. alongwith One reserved Car-parking Space on Ground Floor of the building known as "SITA RESIDENCY", WHICH COMPRISES OF THE FOLLOWING:-

BOUNDARY OF THE Flat No.104

NORTH:-

SOUTH:-

EAST :-

WEST :-

(A) Carpet area comprised within the said unit, however, the roof of the said unit shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it similarly the floor of the said unit as well shall as the roof of the unit or units below it and the roof and the floor of the said unit shall jointly belong to the Buyer and the Buyer of other units directly above and under the said unit.

(B) The walls and columns , if any, within and outside the said unit save the wall or walls separating the said unit from the other units from the other units on the same floor shall belong to the Buyer and the said common wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the Buyer and Buyer or Buyer of the other units or units.

(C) undivided proportionate share in the land and common space in the said building like staircase landings on all the floors . common electrical meter room, common passage and lobby on all floors etc. as well as water pump rooms, community hall, society office and all common service etc. in the said complex.

(D) Reserved car parking spaces (covered/open) .

PART -1 OF THE SCHEDULE "C" ABOVE REFERED TO

TOTAL CONSIDERATION FOR TRANSFER OF THE SAID UNIT SHALL BE

Rs……/- (Rupees ……..) only.

PART -II OF THE SCHEDULE "C" ABOVE REFERED TO

PAYMENT SCHEDULE COST

ON ACCOUNT OF: Flat No…….. on the ……. Floor measuring Super built-up-area ……. Sq.ft. approx and as per applicable 'RERA' Carpet area ……. Sq.ft alongwith One reserved Car-parking Space on Ground Floor of the building known as "SITA RESIDENCY".

COST OF THE SAID UNIT : **Rs…… (Rupees ……..)** Only as arrived under : -

PAYMENT RECEIVED : Rs……../- through RTGS , as booking amount. BALANCE AMOUNT- Rs. ……/- (Rupees ……..) only shall be payable as per payment plan.

PAYMENT PLAN

S.NO	PARTICULARS	AMOUNT	DUE DATE
1	Booking Amount		
2	1st Installment		
3	2nd Installment		
4	3rd Installment		
5	4th Installment		

6	Final Payment		
Total			

Note : - GST shall be charged extra as per applicable rate.

SPECIFICATIONS

STRUCTURE:- Pile Foundation as per design, earth quake Resistant RCC Frame structure as per design.

FLOORING :- Marble/Vitrified tiles in drawing/dinning/bedroom & kitchen.

FINISHING :- All internal & external walls will be finished with wall putty. All external walls painted with weather coat.

DOORS AND WINDOWS:- Door frame will be of wood, shutter will be of commercial flush door and painted with synthetic enamel. Window made or aluminum anodized frame.

KITCHEN :- Working platform of black granite with stainless steel Sink, Tiles up to 2'0" height from working platform.

TOILET :- Marble/anti skid ceramic floor tiles, ceramic tiles up to 7'0" height, Vitreous sanitary ware of standard make, chromium plated fittings of standard make, and all toilets will be provided with hot and cold water points.

ELECTRICAL :- PVC concealed conduit copper wiring with wire of standard make and modular switches of standard make. Sufficient light & power paint.

SERVICES & AMENITIES

- **Telephone & T.V. Point (not connection) in all bedrooms and drawing room of each flat.**
- **Intercom facility from and in between each flat to security point.**
- **One allotted car parking for each flat at extra cost.**
- **24 hour water supply from own submersible tube well.**
- **24 hour power backup (Silent Generator) to each flats.**
- **Fire fighting system.**
- **Temple space for the building society.**
- **Transformer for building.**
- **Lift with 6 passenger capacity.**
- **Jogging Track.**
- **Reception Lobby.**

NOTE:-

(i) Registration & Documentation charge shall be born by Purchaser.

(ii) Local cheques or draft to be issued in favour of **URMILA HOMES AWAS PRIVATE LIMITED** STANDARD SPECIFICATION as per Provisional Allottment Letter

Note: In Case of default of payment of any amount in time you shall pay to the company an interest **@ 18%** per annum compounded every month on the entire amount which become due. However, if you fail to clear the outstanding dues even in **60 (sixty) days** from the date of receiving bill, in that event the company shall be entitled to cancel your allotment and refund your deposit after deducting administrative charges.

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBSCRIBED THEIR HANDS/ SEALS TO THESE PRESENTS IN THE PRESENCE OF WITNESS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED BY DEVELOPER/BUILDER **SIGNED BY VENDEE/BUYER**

IN PRESENCE OF

WITNESSES:-

1. NAME : Amresh Kumar

ADDRESS :**Muzaffarpur**

2. NAME :

ADDRESS: