

(AGREEMENT FOR SALE-FLAT)

1. **NAME AND ADDRESS OF THE VENDOR**
M/S BALPRADA BUILT PRIVATE LIMITED a private limited company, registered under the Companies Act 1956, having its corporate office at 312 on Fifth Floor, Adharshila Complex, beside RBI, South Gandhi Maidan, Patna-800001

and registered office at LIG-A010, Phase-I, Ashiana Nagar, Patna-800025, through its Managing Director **Mr. Suman Kumar Singh son of Late Hari Dayal Singh**, hereinafter referred to as the Vendor/Developer, which expressions shall unless repugnant to the context or meaning there to mean and include his/its executors, administrators, legal representatives successor/s in office and/or and assigns)

PAN:

Mob :

2. NAME AND ADDRESS OF THE VENDEE

Mr./Mrs. **Son/wife** **of** resident of, P.S District by Nationality– Indian, hereinafter called the purchaser.

PAN:

Mob.

3. NATURE OF THE DOCUMENT

DEED OF AGREEMENT FOR SALE FOR THE PERIOD OF FROM THE DATE OF FINAL EXECUTION OF SALE DEED

4. ADVANCE AMOUNT OF CONSIDERATION

Rs. /-(Rupees Only) out of Total Consideration amount a sum of **Rs.** /-(**Rupees** **Only**) cost of Flat and Car parking Space as agreed amount.

5. DESCRIPTION OF THE FLAT HERE UNDER AGREEMENT

ALL THAT, One Residential Flat bearing No. on Floor (2/3BHK Unit), consisting of the said Flat/Apartment having Three Bed Rooms, Two Toilet cum Bathroom, Kitchen, Drawing cum Dining space, and

Balconies, and One Reserved Car Parking Space in Basement for flat No. and its proportionate land with all kinds of its easements, claims, right, title, interest, and articles thereon and therein in the building named **“HARI NAGAR GROUP HOUSING”** constructed by **M/S BALPRADA BUILT PRIVATE LIMITED**, having Super built-up area Sq Ft, situated at Bhusaula Danapur, P.S. Phulwari Sharif, District Patna, within the Jurisdiction of Sub Registry office Phulwari Sharif and Sadar Registry Office Patna, under Tauzi No., Thana No., Khata No. Part of Cadestral Survey Plot No., **Govt. Valuation Serial No. 092, Zone-2**, which is under Patna Municipal Corporation/Nagar Parishad Phulwari Sharif, Patna, the said flat shall be aggregate on the following :-

- a) Area comprised within the Flat to the other Flats on the same floor in which case 50% of such common wall shall be taken into account.
- b) Proportionate share in the common space in the building like staircase on all the floors, lift landing on all the floors lift wall and its plant installation room, electrical room, common meter room, common passage on each floor and entrance lobby on the ground floor, Generator room provided etc, as well as water pump, water tanks, common bathrooms, transformers and electrical rooms, if provided etc, are taken into account of the said Flat, and the same is bounded as follows :-

BOUNDARY OF FLAT NO.

NORTH :
 SOUTH :
 EAST :
 WEST :

COMMON AREA

1. All driveways and open parking areas on the said premises.
2. All exterior conducts utility line underground and overhead water storage tanks.
3. Exterior lighting and other facilities necessary to the safety of the said building.
4. Water tank and other facilities located in the said building to serve or benefit more than unit.
5. Conduits utility lines telephones, and electrical system contained within the said building.

THIS DEED OF AGREEMENT FOR SALE IS MADE
on this the day of April 2018, at Patna.

BETWEEN

M/S BALPRADA BUILT PRIVATE LIMITED,
through its Managing Director Mr. Suman Kumar Singh,
as fully described in column No. 1, of this deed, hereinafter
referred as the vendor/developer which expression shall
unless excluded by or repugnant to the context mean and
include his/its executors, administrators, representatives,
and assignees in interest of the FIRST PART.

AND

Mr./Mrs., as fully described in
column No. 2 of this deed hereinafter called the Vendee,
which expression unless repugnant to the context shall
mean and include his/her heirs executors, administrators,
assignees and successors in interest of the of the Other
Part.

RECITALS

WHEREAS, the vendor/Developer/owner has agreeded several piece of plots from their title holders for development of **“HARI NAGAR GROUP HOUSING PROJECT”** on Cadestral Survey Plot Nos. 40, 41, 42, 43, 45, 47, 48, 49, 50, 51, 55, 56, 60, 92, 93, 1330, 1345, 1346, 1347 and 1348 of Thana No. 40 at Mauza Bhusaula Danapur and Thana No. 41 at Mauza Mohammapur Korji of Phulwari Sharif Circle, Patna. All development agreement would be register on Sadar Registrar office, Patna or Sub Registrar office, Phulwari Sharif. Hence the total land available fro development is 18557.88 Square Meter.

AND WHEREAS, Patna Metropolitan Area Authority has accorded permission for construction of Residential Building and after obtaining the permission for **“HARI NAGAR GROUP HOUSING PROJECT”** a multiple new Building is being Constructed on the said land by **M/S BALPRADA BUILT PRIVATE LIMITED**, Patna in the name style of **“HARI NAGAR GROUP HOUSING PROJECT”** hereinafter referred to as the **“HOUSING PROJECT”** comprising multiple towers having several Flats/Parking etc.

AND WHEREAS, the land owner, expressed their desire to give on conversion to build an Apartment and after knowing their desire **M/S BALPRADA BUILT PRIVATE LIMITED**, a Developers approached them and entered into a **Registered Development Agreement with the land owners on**, as Deed No., Serial No. in Book No. 1, Volume No., Pages to CD-....., Token No. for the Year, which was Registered at and on the basis of developer and land owners share% and% the said Registered Development Agreement **M/S**

BALPRADA BUILT PRIVATE LIMITED, Developer constructed storied building on the aforesaid land known as **“HARI NAGAR GROUP HOUSING PROJECT”**

AND WHEREAS, the said land owners had applied for approval of sanction plan under section 314, of the Bihar Municipal Act-2007, and said competent authority had approved the sanctioned layout map vide its Plan No. dated approved by competent authority to construct a multi storied building on the aforesaid land known as **“HARI NAGAR GROUP HOUSING PROJECT”**

AND WHEREAS, as per the Bihar Apartment ownership Act. 2006 and Bihar Apartment ownership Rules in section 5 (1) clearly declared their shares as absolute owner and in the light of Bihar Apartment ownership Act. 2006 and the land owner are entitled to sell or Transfer their share to the respective purchasers separately and the developer is also entitled to sell/Transfer its share to the respective purchasers separately.

AND WHEREAS, the vendor is in urgent need of money to invest same where else and to meet other urgent necessities, so he decided to sell the flat mentioned above and after knowing his desire the Vendee approached him and showed his interest to purchase the said flat and the deal for sale and purchase has been finalized for a sum of **Rs./(Rupees Only)** has been finalized between the parties concerned on the following terms and conditions hereunder:-

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. That the vendor has agreed to sell and the Vendee has agreed to purchase the flat as fully described in column

No. 5 of this deed for **Rs./- (Rupees Only)**

2. That the Vendee has paid by way of advance amount of consideration money of **Rs./- (Rupees Only)** which is hereby acknowledged by the vendor by putting his signature on this deed of agreement for sale. And remaining **Rs./- (Rupees Only)** will be paid to the vendor/ Developer as per schedule "B" of this deed before execution of Final Sale deed.

3. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Laws and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

4. **POSSESSION OF THE APARTMENT/PLOT:**

4.1 **Schedule for possession of the said [Apartment/Plot]:-** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to

the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

4.2 Procedure for taking possession:- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of

occupancy certificate. [Provided that in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance" charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

4.3 Failure of Allottee to take Possession of [Apartment/Plot]:- upon receiving a written intimation from the Promoter as per para 4.2, the Allottee shall take possession of the [Apartment/Plot] from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 4.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 4.2.

4.4 Possession by the Allottee:- After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence or any law, the promoter ,shall hand over the

necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

4.5 Cancellation by Allottee:- The Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

4.6 Compensation:- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure even, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 4.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it

becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

5. **CONVEYANCE OF THE SAID APARTMENT:-** The Promoter, on receipt of Total Price of the [Apartment/Plot] as mention above under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. [provided that in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

6. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:-** The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/plot].

7. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:-** The Promoter/maintenance agency/association

of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

8. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:-

8.1 Subject as mention above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot]'and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

8.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face I facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous

or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot].

8.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

9. **DISPUTE RESOLUTION:-** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

10. That the vendor will deliver the physical and exclusive possession of the said flat after receipt of full and final amount of consideration money as more fully described above and after receipt of agreed amount of consideration money the said vendor will execute sale deed in favour of Vendee aforesaid.

11. That from the date of possession the buyer agrees and undertakes to pay to the maintenance of the said complex as may be determined or fixed by the association of the owners, every month regularly.

12. That the Vendee agrees to become a member of owners association.

13. That GST demanded according to finance Act which has been effective from 01-07-2017 as per Notification No. 8/2017 – Integrated Tax dated 28.06.2017 and the effective

rate of GST@12% comprising of basic sale price. The Allottee/Purchaser have to pay the said amount to the Government

14. That all the expenses regarding the Registration Viz., Stamp Duty, Registration Fee, etc. shall be borne by the Vendee.

15. That both the parties have agreed on the aforesaid terms and conditions and after considering all the facts they have entered into the agreement.

SCHEDULE-A

ALL THAT, piece and parcel of landed property, with right, title, interest with possession thereon and therein including all kinds of easements measuring an area of 18557.88 Square Meter, situated at Mauza Bhausaula Danpur and Mauza Mohammadpur Korji, P.S. Phulwari Sharif, District Patna, within the Jurisdiction of Sub and Sadar Registry Office Patna, bearing Khata Nos. 57, 32, 9, 40, 30, 45, 21, 306, 295, 14, 73, 63 & 16, Survey Plot Nos. Nos. 40, 41, 42, 43, 45, 47, 48, 49, 50, 51, 55, 56, 60, 92, 93, 1330, 1345, 1346, 1347 and 1348, Thana No. 40 & 41, **Govt. Valuation Serial No. 092 & 093, Zone-02,** within the limits of Patna Metropolitan Area Authority/Nagar Parishad, Phulwari Sharif and all sides are having existing boundaries and bounded as follows:-

BOUNDARY

NORTH	:	Phuliya Tola Village
SOUTH	:	Company Land Plot Nos. 39, 38, 37 etc.
EAST	:	NH - 98
WEST	:	Dharampur Village

SCHEDULE-‘B’
(INSTALLMENT OF PAYMENT)

Payment in the total amount mentioned in part –I herein above shall be paid by the purchaser to the Developer in installments as follows:-

- | | | | |
|-----|--|---|------|
| 1. | First installment at the time of Booking | - | 15% |
| 2. | At the time of Agreement of sale | - | 10% |
| 3. | Third installment on ground roof casting | - | 5% |
| 4. | Fourth Installment on 1 st floor roof casting- | | 5% |
| 5. | Fifth Installment on 2 nd floor roof casting | - | 5% |
| 6. | Sixth Installment on 3 rd floor roof casting | - | 5% |
| 7. | Seventh Installment on 4 th floor roof casting- | | 5% |
| 8. | Eighth Installment on 5 th floor roof casting | - | 5% |
| 9. | Ninth Installment on 6 th floor roof casting | - | 5% |
| 10. | Tenth Installment on 7 th floor roof casting | - | 5% |
| 11. | Eleventh Installment on 8 th floor roof casting | - | 5% |
| 12. | Twelfth Installment on 9 th floor roof casting | - | 5% |
| 13. | Fifteenth Installment on 10 th floor roof casting- | | 5% |
| 14. | Sixteenth Installment on 11 th floor roof casting | - | 5% |
| 15. | Seventeenth Installment on 12 th floor roof casting- | | 5% |
| 16. | Eighteenth Installment on 13 th floor roof casting | - | 5% |
| 17. | Final Installment before 15 days from the
date of Notice for possession | | - 5% |

That the buyer not clearing all his dues along with interest 12% 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 builders will be entitled at their own option to cancel and terminate this agreement in which event all right, title and interest over the said unit of

buyer will cease to exist and the builders will be entitled to transfer the said unit to any other person. The builders apart from interest at the rate of 12% per annum on all delayed payments, shall also be entitled to liquidated damages of 5% of the amount payable by the buyer to the builders on the date of termination of this agreement or 2% of the total consideration amount mentioned in Part-I of the Schedule hereunder written, which ever is higher, and the builders after making such appropriation will refund the balance amount to the buyer within 90 days from the date of such termination. It is agreed by and between the parties that the liquidated damages of the aforesaid 5% and/or 2% is just, proper and reasonable.

OR

Failing on which the promoters shall be entitled to surcharge on account of delay/default of payment from the due dated till payment @12% +2% or the promoters at his own discretion may think so, waive the said delay surcharge.

SPECIFICATION:-

FOUNDATION	: Isolated/Combined/R.C.C Piling or as per structural design.
STRUCTURAL	: R.C..C. framed structure as per design
CIVIL WORK	: First Class brick work in cement mortar as per standard specification.
FLOORING	: All Floors Will be vitrified tiles.
PLASTER	: In Cement Mortar 1:6 on brick surface and 1:6 on R.C.C. Surface.

DOORS	: Frames of Sakhua Wood, panel door shutter with locking arrangement of top available brands in market and all accessories in brass/steel fittings.
WINDOWS	: Frames of Anodized Aluminum /UPVC with glass fittings.
KITCHEN	: Granite working top with steel sink, Tiles dado upto 2'-0" height above working top only.
TOILETS	: White Glazed vitrified/European W.C. (Parryware/Hindware with flushing cistern. Hot and Cold concealed water supply arrangement with C.P. Fitting of Jaquar/Kolhar or Equivalent).
ELECTRICAL	: Concealed P.V.C conduit wiring with standard electric accessories, Modular switches of Schneider/Legrand, make & adequate light, power points for Air Conditioners, Geysers in all Bathrooms and Kitchen and Telephone points and Cable T.V, Sockets.
PLUMBING	: All internal PPR Pipers shall be concealed.
FINISH	: All internal walls and ceiling shall be finished with plaster of Paris/Wall putty finish. All external walls shall be painted

	with two coats of Apex Exterior Paint.
LIFT	: Otis/ Jhonson/Thyssen/Kone or equivalent.
WALL FINISHING	: All Walls and Roofs will be POP Finish.
CLUB HOUSE	: A Well equipped Gymnasium, Community Hall.
SWIMMING POOL	: Indoor Swimming Pool
JOGGING TRACK	:A Jogging Track along the Boundary wall.
GREEN SPACE	: A Well Maintained Garden.
GENERATOR	: A silent Diesel Generator with Sufficient Capacity to be provided.
OTHER AMMENITIES	:

Note :- The above Specifications are subject to such Variations, Additions, Alterations, and Modifications as may be decided by the Developers/ Architects/Landowners/ and in the overall interest of the project.

Notes 1:- If Certain Specifications are improved upon, as per the advice of the Architect/ Decision of the Promoters, then the Customer will accept the same for which prior consent of the customer has been agreed upon and consent hereby given.

Notes 2:- All Specifications, Sizes and Layouts etc., are subject to such variations, Additions, and Modifications, as decided by the Promoters/Architects/Society or by Competent Authority.

IN WITNESSES WHEREOF the Parties, have put their signature in presence of the witnesses on this day month and year mentioned above.

SIGNATURE OF THE VENDOR/DEVELOPER

(.....)

SIGNATURE OF THE VENDEE
WITNESSES

As per statement of the Developer and member I have drafted Deed of Agreement for Sale in pages.

(ANWAR ALAM)
Advocate,
D.B.A Patna