(Agreement for Sale-Flat)

THIS AGREEMENT FOR SALE IS EXECUTED ON THIS .....**th**, DAY **OF FEBRUARY 2018** (TWO THOUSAND AND EIGHTEEN) OF CHRISTIAN ERA;

Sign. of Executant

BETWEEN

M/S SAI VIKASH DEVELOPERS, a partnership firm Head Office at Ayodhya Apartment, Ground Floor, Sinha Library Road, Opposite Bihar School Examination Board, P.S.- Kotwali, District- Patna, through its Partner **Sri Arun Kumar Singh,** S/o Sri Rajendra Prasad Singh, resident of G/9, Shiv Kunj Apartment, Gandhi Nagar, West Boring Canal Road, P.S.- Sri Krishnapuri, P.O.- G.P.O, District- Patna, State- Bihar, Indian citizen, hereinafter called the DEVELOPER / BUILDER / FIRST PARTY / Vendor (which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, successor-in-office, and legal representatives, executors, administrators and assigns) of the **FIRST PART. PAN-.....**
Mobile No. 9430253390.

AND

MR. ..... son of Sri ...., resident of ....., ..., Distt.- ....., Bihar, hereinafter called the intending PURCHASER/VENDEE/SECOND PARTY (which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, successor-in-office, and legal representatives, executors, administrators and assigns) of the **SECOND PART.**
Mobile No.

WHEREAS in this agreement called the Agreement for Sale unless it be contrary to the context, the following words shall have the Following meanings:-

A) " SCHEDULE LAND" Shall means all that the piece or Parcel of the land described in the schedule-A hereunder written and include any new building or buildings and /or the additional story or stories for the time being.

B) "FLAT" as Described in Schedule-B

C) "COMMON PART" as described in the Schedule-C.

D) "COMMON EASEMENTS" in relation to any Flat means the easement, quasi-easements, rights, privileges and appurtenances appertaining to such flat of the reasonable enjoyment and

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occupation of such flat and shall also include the reciprocal easement, quasi-easements, obligation and duties of the like nature of others flat in the said building in or upon such flat or on part thereof.

E) "Co-PURCHASERS' shall mean the person of persons who acquired the flat of the said purposed building from the Owners Share or Builder's Share.

F) "DEVELOPMENT AGREEMENT" shall means the Registered Agreement dated **20.08.2013 AND 11.09.2013** between named Land owner and Builder/Developer.

G) " Proportionate Share" Shall means in the Case of any Flat and/or car parking space the proportionate or ratio which the flat bear to the total area along with undivided proportionate share of common areas along with land.

H) "THE PRONOUNCE 'HE OR SHE" in these presents shall means and be construed to have been used to means any person or persons (male or female) a firm, a company, or any other legal entity capable of holding property if he context so admits.

Whereas, the DEVELOPER/FIRST PARTY has become the developer of the property (Details in Schedule-A), through their registered Development agreement by virtue of registered deed dated **11.09.2013** registered before the District Sub Registrar, Patna and entered in Book No. 1, Volume No. 507, C.D.-78/2013, Pages 229 to 248, being deed No. **23146** for the year **2013**, with land owners namely Sri Tribhuwan Nath Bariar son of Late Sadhu Sharan Bariar, resident of Village- Bhadaus, P.S.- Sheikhpura, Old District- Munger, new District- Sheikhpura, at present residing at Sharan Niwas, Indira Nagar, Road No. 1, Kankarbagh, Patna-20 (hereinafter called LAND OWNER which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, successors, legal representatives, executors, administrators and assigns) as follows:

RECITAL

And whereas, the owner is seized and in possession of otherwise and is sufficiently entitled to the property which is situated under Cadastral Survey Plot No. 121 (One hundred twenty one) Part, Khata No. 7, Thana No. 25, Tauzi No. 355, Mauza- Pakari

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Dushadhi alias Pakari Khodanakhas, at present Mohalla- East Indra Nagar, Survey Thana- Phulwari, at present P.S.- Kankarbagh, in the town and District of Patna and measuring more or less 5444 sq.ft. equivalent to 4 Kathas out of 17 Kathas.

And whereas, the LAND OWNER have got his names mutated with respect to the aforementioned lands acquired by them in the manner stated above and are paying rent to the Circle Office, Danapur vide zamabandi no. 89/994.

And whereas, the LAND OWNERS are desirous to develop their aforementioned properties by getting multi-storeyed residential building/complex, parking space etc. and as such approached the DEVELOPER / BUILDER / FIRST PARTY who is DEVELOPER to develop the said property (Details in Schedule-A) and to construct multi-storeyed residential complex over the same as per plan prepared by them and approved by the competent authority of Nagar Parisad Danapur Nizamat with the material available in the market and in conformity with the plans, elevation and sections in the said sanctioned plan and with suitable walls, ceilings, floors, partitions, staircases, roofs, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such building and/or the flats therein in a decent style, for the same the DEVELOPER / FIRST PARTY entered into a Development Agreement with the Land Owner.

And whereas, the DEVELOPER/FIRST PARTY has entered in to an Development Agreement with the abovementioned LAND OWNERS on **11.09.2013** inter-alia for the purpose of development and sale of the schedule-A property by constructing multi-storeyed residential complex.

And whereas, in pursuance of the said Development Agreement the Developer/First Party is entitled to nominate any such person or purchaser intending to acquire a flat/Flats in the property of the Land Owners to take a conveyance of an undivided and demarcated proportionate share or interest in the property from the LAND OWNER upon such person or Purchaser agreeing to observe and perform the terms conditions and covenants of an agreement for sale to be entered into with the owner in that behalf.

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And whereas, the builder would be entitled to charge such amount or amounts as may be agreed upon between the developer / builder / first party and its customer or intending purchaser for the cost, charges and expenses of and incidental to the construction and completion of the flats / flats and also for proportionate share of the cost, charges and expenses of and incidental to the construction erection and completion of the common parts, the common conveniences and the common amenities appertaining thereto from its customers or its intending Purchaser.

And whereas, by said Development Agreement the Developer / Builder / First Party was thereby authorized to approach and/or procure or customer agreeing to acquire as on ownership basis a flat/flats in the proposed building for whom the Builder shall and will construct flat or flats, the common parts and the common amenities and the common conveniences relating to the thereto in a substantial and workman like manner in conformity with the said sanctioned Building Plan no. **P/Pakri/PRN/G+3/94/2016 Dated 06.08.2016** and with the proper and suitable walls, ceiling, floor, partition, staircases, roofs, common parts, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such flat/flats in a decent style.

And whereas, by the said Development agreement it was further provided that until completion of said building in all respect and execution of all the conveniences in respect of all the flats of the Builder's customers, the builder shall be in charge of and was thereby authorized to take charge of the upkeep and maintenance of the said building.

And whereas, the intending purchaser has inspected the said Development Agreement and also seen and approved the said plan and has agreed on ownership basis of FLAT NO. **202** on the **SECOND** Floor having built-up area **1076** sq ft. corresponding Carpet area 940 sq.ft. more or less along with reserved car parking space described in the Schedule-B hereto including all internal partition walls, all outer walls, fifty percent of the walls common with the adjacent floor space together with the common easement and right in common parts the common parts amenities and the

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common conveniences relating thereto on terms and condition herein after appearing.

NOW THIS AGREEMENT WITNESSED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the intending Purchaser has agreed to purchase a Flat being **no.** ..... on the ..... Floor having built-up area ..... **sq. ft.** Carpet area 940 sq.ft. more or less and the car parking space on the **Ground** Floor along with undivided proportionate share of land of the proposed multi storied residential building/complex constructed over schedule-A property for a consideration of ₹ ...../- **(Rupees .....) only.**

2. That in consideration of the flat the sum of ₹ ...../ **- (Rupees .....)** only paid through Cheque No. ....., issued from ..... on ..... as booking amount by intending purchaser to the Developer / Builder / First party as part payment towards the said costs, charges and expenses as and by way of earnest money (the receipt whereof the Developer / Builder / First Party hereby admit and acknowledge) and in further consideration the intending purchaser agreeing to pay ₹ ...../- **(Rupees .....)** only in the manner as mentioned in Payment Schedule-D under written, the Developer/Builder/First Party has agreed to construct and erect the said flat as per the specification more particular described in Schedule–E.

3. That the intending purchaser agrees with the builder that the builder may make such addition, variation and modification in the flat as may be deemed necessary or may be required to be done by the builder at the instance Nagar Parishad Danapur Nizamat or any other Competent Authority. The Builder/Developer has full right to submit the sanctioned plan for re-sanction at any point of time for such addition variation and modification. The intending purchasers shall neither be entitled to any compensation nor to rescind this contract in case of any addition, alteration or deviation that may be done by the builder and the intending purchasers herby his/her/their consent "to such addition, variations, alteration, modification and deviations and the intending purchasers shall not be entitled to make any objections thereto.

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4. That the intending Purchaser agrees to pay the said consideration amount to the builder in manner as mentioned in Schedule-D all charges in respect of any additional work or alteration in the flat as may be incurred by the builder before for the intending Purchaser shall be payable to the Builder before possession/delivery to the intending Purchasers.

5. That after completion of construction of the said flat and the common parts thereof and the receipt by the intending Purchaser of any notice from the Builder to take possession of the said Flat Constructed by the Builder, the intending Purchaser shall within 15 days from receipt of such notice deposit and keep deposited with the builder the following sums as security in respect of the said flat for the discharge of the obligation.

6. That under no circumstances possession of the said flat be given by the Builder to the intending Purchaser until and unless all payments, deposits and dues required to be made under this agreement by the intending purchaser have been paid in full to the builder, subject as herein before stated and also subject to the terms contained in the Agreement, the possession of the said flat shall be given within **December, 2018,** with Three Months Grace Period for due to unavoidable circumstances, the plan by the P.M.C./Competent Authority or execution of these presents whichever is later subject to availability of cement, steel or other building materials, or power connection from the competent authorities, drainage connection provided further in the event of happening of any labour problem or any act of god such as earthquake, flood or any other natural calamity and/or enemy, war restriction by the government, Patna Municipal Corporation or other public authorities or any cause beyond the control of the builder, the builder will not to be liable for any consequential delay and/or damages thereof.

7. That except in respect of the undivided proportionate share or interest in the said property agreed to be sold by the owners and save and except the right in the said flat, the easements, Quasi-easements, benefits, privileges and advantages in common to be conferred or granted by or under the conveyance to be executed and registered in favour of the Intending Purchaser shall have no

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claim or right of any nature in the other flats, floor spaces and areas of the said property and /or the said building adjoining above or beneath of his /her/their flat.

8. That the intending Purchaser have no any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof until the execution and registration of the appropriate sale deed in favour of the intending Purchaser by the power or through his Constituted power of attorney. Such sale deed shall contain all usual terms and covenants as contained in case of a sale deed of flat and shall be prepared registered and completed by and at the cost of the intending Purchasers, Further it will be liability of the intending purchaser to pay any taxes, duties, levies, surcharges etc. levied either by the State Govt or by the Central Govt or jointly by them. Currently or in the future on full or part of the flat on the undivided proportionate share of the intending purchaser's land. In case Extra amenities have to be provided to the intending Purchaser at the instance of Patna Municipal Corporation, The same will be chargeable.

9. That unless prevented by unforeseen/unavoidable circumstances as aforesaid the builder shall within the time aforesaid construct and complete construction of the said flat in the said flat for and behalf of the intending Purchasers and shall deliver possession thereof to the intending purchaser and shall also on the said date complete the common parts thereof for beneficial use and enjoyment of the said flat in a substantial workman like manner and in conformity with the said sanctioned plan with proper and suitable walls, ceilings, floors, partitions, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of the said flat in decent style.

10. That it is expressly understood that the Builder and Land Owners would enter into and execute similar Agreement to such other person or other Purchasers from time to time for different flats.

11. That after execution and completion of the conveyance after completion of the said building and until such time as an association or society is formed in such form and with such be constitution and rules as maybe mutually agreed upon the builder

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shall be entitled, but not obliged to manage and maintain the common parts of said building and in the event of a society or association being formed the power and authorities of the society or association so formed shall be subject to the overall authority and control of the builder in respect of all matters concerning the said building, the construction and common completion thereof and all amenities appertaining to the same and in the particular the Builders shall have absolute authority and control as regards the parts or portion of the said building not in the possession of the intending Purchasers and/or any other Co-Purchasers after the completion thereof. The cost of and incidental to the formation of such association and/or society shall be borne and paid pro-rata by the intending Purchasers, the co-Purchasers , the Builder and/or the owner in respect of any flat of the said property not in possession of the intending Purchasers/co-purchasers.

12. That the intending Purchaser also agrees to pay to the Builder in addition to the consideration amount mentioned herein above proportioned share of the expenses for all taxes, outgoing, and other charges described in the schedule- C, hereunder written from and after the date the said flat becomes ready for occupation till the Builder land over possession and management of the common areas to any society or association to be formed for the purpose.

13. That the Builder agrees and covenants with the intending purchasers that the builder shall complete the said flat in the said floor space and the common parts thereof in all respect so long as the intending Purchaser fulfils his/her/their obligation.

14. That this agreement shall be supplemental to the Development agreement made between the said owners and the Builder and in case of any inconsistency, the provision herein contained shall prevail over those in the development agreement in so far the rights and objection between the intending Purchasers and the Builders.

15. That upon Possession of the said flat being delivered to the Purchaser, the purchaser shall be entitled to use and occupation of the said flat.

16. That the fixtures, fittings and amenities to be provided in the said building and in the said flat and the material to be used in the

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construction of the said building as those as set out in the schedule hereunder written and the purchaser has satisfied himself about the design of said building.

17. That in addition to the consideration money the G.S.T. and other taxes as imposed by the Govt. shall be paid by the purchaser/vendee to the vendor/builder without fail.

18. That court of Patna will alone have this jurisdiction in all legal matters arising out of or concerning this transaction.

19. The buyer shall make timely payment of all amount under this agreement whether demanded or not by the builder. In default of payment of any amount in time, buyer shall pay to the builder interest at the rate of 12% per annum, calculated from the date the said amount become payable by the buyer to the builder up to the date of payment provided that payment of interest shall not prevent the right of cancellation of this agreement by the builder on account of any default committed by buyer in payment of any amount payable by the buyer to the builder on due date. It is specifically agreed that time for payment of the consideration amount by the buyer to the builder as set out in Schedule- D hereunder written shall be the essence of this Agreement. The buyer in all event has to pay the entire consideration as per the payment schedule or on failure this agreement shall come to end and developer will sell to other.

20. On the buyer not clearing all his dues along with interested 12% per annum within 30 days from the date the said amount on due date under this agreement twice and or on the buyer committing breach of any of the terms and conditions herein contained, the builder shall be entitled at its own option to cancel and terminate this agreement on and the builder shall be entitled to transfer the said unit to any other person .The builder apart from interest at the rate of 12% on all delayed payments shall also be entitled to liquidated damages of 5% of the amount payable by the buyer to the builder on the date of termination of the agreement or 2% of the total consideration amount mentioned in Schedule- D hereunder written , whichever is higher, and the builder after making such appropriation shall refund the balance amount to the

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Buyer within 120 days from the date of such termination. It is agreed by any between the parties that the liquidated damages of the aforesaid 5% is just proper and reasonable.

SCHEDULE-A

All that piece and parcel of land measuring and measuring more or less 12.5 decimals equivalent to 5444 sq.ft. (approx), situated and lying under Cadastral survey Plot No. 121 (one hundred twenty one) Part, Khata No. 7, Thana No. 25, Tauzi No. 355, Mauza– Pakari Dushadhi alias Pakari Khodanakhas, at present Mohalla- East Indra Nagar, Survey Thana- Phulwari, at present P.S.- Kankarbagh, in the town and District of Patna, within the limit of Patna Municipal Corporation, Sub Registration Office Patna Sadar and District Registration Office Patna and bounded as follows:

NORTH : C.S. Plot No. 120 and Approached Branch Road.
SOUTH : Alang now approached road (Branch Road).
EAST : Rest area of teh same C.S. Plot No. 121.
WEST : C.S. Plot No. 119 Tufani Gope.

Note :- Govt. value is mentioned at **Code No. 350 & Zone - ....** of M.V.R. 2016-17.

SCHEDULE-B

(a) Flat no. ..... on the ..... floor having built-up area ..... **Sq. ft. Corresponding Carpet area of** ..... **sq.ft.** (approx) in the proposed multi storied (G+3) residential complex called **"SAI INDRALAYA ENCLAVE"** along with undivided proportionate share of land, flat is bounded as follows:-

North :-
South :-
East :-
West :-

(b) One Reserved Car Parking Space on **Ground** Floor which is not the part of common area shall be used for parking of cars etc. as per allotment made by the Builder.

SCHEDULE-C

The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common area and facilities including white washing, painting, and decorating the exterior portion of the said building, the boundary walls, entrance, staircase, landings, gutters, rain water pipes, motor

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pumps, tube well, wiring and installation sewers, drains and all other common parts , fixtures, fittings, and requirements under the building enjoyed or used in common by the owners, intending Purchasers, Co-purchasers, or other Occupiers thereto.

2. The cost of cleaning maintenance and lighting the main entrance passage, landings, staircase and other parts, of the building as enjoyed or used in common by the occupiers of the said building.

3. The salaries of managers, Clerks, Bill collectors, chowkidars, plumbers, electricians, sweepers etc if any.

4. Municipal taxes and other taxes and other outgoing etc.

5. Insurance of building against earthquake, fire, mob damages and civil commotion etc.

6. All electrical charges payable in common for the common portion of the said building.

SCHEDULE-D

Total Cost of The Flat including car parking space payable in the following manner:-

1. At the Time of Booking ₹ ...../-

2. Cheque No. ..... of Canara Bank, MR No. ..... ₹ ...../-

The amount will be paid by the vendee to the Developer as follows:-

1. Upto 20th February, 2018 Rs. ...../-

2. Before 15th. days from Handing over the flat. Rs. ...../-

Total Rs. ...../-

SCHEDULE-E

Specifications:

Structure:	Earth quake Resistant R. C. C. Frame structure design by structure Engineers 5" thick first class brick masonry wall.
Masonary:	5" thick first class brick masonry wall.
Plaster :	Internal wall finished with Plaster of Paris with Cornice and molding beat only drawing & dining space painted by oil bound distemper. Front external wall finished with Birla putty and exterior paint with weather coat.
Flooring :	Vitrified tiles flooring for the entire flat and common space.
Kitchen :	Granite Kitchen Top with Stainless Steel sink

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	glazed tile dado up to 2' height with Exhaust fan space.
Toilet :	Provision for hot & cold water system in both toilets standard make glazed tiles on wall up to 7' height. Sanitary ware and fixtures of standard ISI Mark.
Door :	Sal wood framed Door, 30mm Shutter ISI Mark with all fittings with synthetic enamel painted flush Door.
Window :	Aluminum windowwith color glass with internal decorative grill.
Electrical:	Concealed electrification with fire retardant copper cable of ISI Mark, Provision for adequate light and five power point. TV and telephone point in drawing power distribution with MCBs.
Generator :	Silent mode generator for common light & 400 watt for each flat.
Lift :	5 Passenger Capacity lift of standard make.
Intercom :	One Intercom Facility to individual flat for personalized security.

IN WITNESS WHEREOF the Developer / First Party and the Purchaser / Second Party have set their hands to this deed of agreement of sale with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses:-

WITNESSES :-

1.....

.....

.....

.....

.....

Signature of the First Part

2.....

.....

.....
.....
.....

Signature of the Second Part

Printed:-

Drafted as per instructions by the parties :-

(SANJEEV KUMAR)
Advocate
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association,
Patna

(Dr. ANIL KUMAR SINHA, "UDDYOGI")
Advocate
'Chamber', Collectorate Bar Association
Patna