

SAMPLE

CITY GREENSS INFRASTRUCTURE

Arvind Sharma PARTNER

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on this day of.....2018 of the Christian Era (Two thousand and eighteen of Christian Era)

BETWEEN

M/S CITY GREENSS INFRASTRUCTURE, a Firm incorporated under the Bihar shops & Establishment act, 1953 its registration No. P.T./2016/95438 having its registered office at 194 B Basawan Path, South S.K. Puri, patna 800001, through its Managing Partner Mr. Arvind Sharma Son of Late Prahalad Sharma, Resident of 301 , Vishnu Bhawan East Boring Canal Road, District- Patna Indian Citizen, here in after called the **DEVELOPER/BUILDER/VENDOR** and which lies

his share, thus the Vendor has got absolute right and title to transfer the property fully described in Schedule- II below property, which terms or expression unless it be repugnant to the context/ subject or meaning there of shall mean and include their executors, administrators, successors legal heirs and assigns of the **FIRST PART.**

AND

Name----- **S/O**----- **Address**----- in the State of Bihar, Indian Citizen, here in after called the Vendee/ Purchaser, which terms or expression unless it be repugnant to the context/subject or meaning there to shall mean and include his/her their executors, administrators, successor's legal heirs and assigns of the **SECOND PART.**

RECITAL

Whereas, the Schedule- 1 property having area of 34 kattha 12 dhur belong to (i) Mishri Lal yadav & (ii) Isri lal yadav residing at Saguna more Danapur who executed two separate/registered agreement respectively deed no. 6682 dated 10.06.2016 and 8033 dated 11.07.2016 in favour of **M/S CITY GREENSS INFRASTRUCTURE**, a Firm incorporated under the Bihar shops & establishment Act, 1953 and its registration No. P.T./2016/95438 having its registered office at 194 B, Basawan Path, South S.K Puri, patna 800001, through its Managing Partner **Mr. Arvind Sharma** Son of Late Prahalad Sharma, Resident of 301 Bishnu Bhawan East Boring Canal Road, District - Patna, on 50:50 ratio. All these land lords offer their land for constructions of the multi-storied building Known as "**GREENSS MANOR**" fully described in Schedule- I.

AND

Whereas, the **M/S CITY GREENSS INFRASTRUCTURE**, being seized and possessed of and otherwise sufficiently and fully entitled to the free hold land fully described in the First Schedule, desired to raise it above on the said piece of land for to development and construction of a multistoried Building Complex and built up flats and also spaces on the Basement for parking cars etc. as consideration for the value of share in the said land to be given by the land owners to the Developer/Vender. Building is going to be constructed over the land and accordingly share of the land owner and Developer has already been distributed. Hence as per the U/S-5 and other of the Bihar Apartment Ownership Act, 2006. Land owner and builder are entitled to sale their respective share absolutely so the above named Vendor has full right to transfer the Flat etc. by way of absolute sale to different purchaser on ownership basis.

Whereas, the property and the common facilities of the Apartment and undivided interest are not encumbered in any manner whatsoever on the date of execution of the deed.

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Praveen Singh

PARTNER

Arvind Sharma

Arvind Sharma

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And whereas in pursuant to the said Development Agreement and in execution of the terms and conditions contained therein, the Developer/ Vendor got a construction plan of the proposed multi storied building complex namely **"GREENSS MANOR"**.

And whereas in assertion of his right in the land and building namely **"GREENSS MANOR"** Vendor/ Developer entered into a negotiation with the Vendee of the Second Part agreed to sale to the Vendee that **Flat No** _____ on the _____ **Floor** in the said building Complex mentioned in details in Second Schedule hereunder and hereafter referred to as the "Said Unit" at and for an agreement consideration of **Rs. ----- (in words)** he approached to the Vendor and thus the negotiation for sale has been finalized amongst themselves in respect of the said flat as fully described in Third Schedule below hereunder this deed of the said Building complex including the proportionate share in the land as fully described in First Schedule below hereunder this agreement for sale out of that the Vendee has already paid an advance money Rs. ----- (in words).

Date	Amount paid	Mode of payment

which include service tax to the Developer/Vendor vide cash and cheque mentioned in the third Schedule below.

And whereas entire amount of consideration has been agreed between the parties to be paid in accordance with the mode of payment vide cash and cheque mentioned the Third Schedule below. And whereas the purchaser has requested the Vendor to grant and execute the conveyance of the said unit.

NOW THIS INDENTURE WITNESSES AND AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. The Developer/Vendor shall construct and complete a complex knows as **"GREENSS MANOR"** over the said land in terms of the scheme framed by the Developer/Vendor described in the Fourth Schedule.
2. The Buyer/Vendee has agreed to acquired from the Developer/ Vendor the said flat described in the Second Schedule written hereunder for a total consideration of **Rs. ----- (in words)** in the mode and manner as prescribed in the third Schedule hereunder written and the developer/Vendor has agreed to convey the same in favor of the buyer/Vendee at the said consideration.
3. That the said consideration has been calculated on the basis of carpet area as detailed in the Second Schedule. In case of any difference is found in the area at the time of taking final measurement after completion of the building the difference in the consideration amount shall be adjusted accordingly. The

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certificate of the Architect in this regard shall be final on both the Buyer/Vendee and the developer/Vendor.

4. That according to Danapur Nagar Parisad any change can happen in height of the said apartment (Apartment Act, 2006)/Bihar Building Byelaws 2014.
5. That open space cannot be used for any type of construction without the permission of the company i.e. city greens Infrastructure.
6. The said total consideration shall be paid by the Buyer/ Vendee to the Developer/ Vendor or its authorized representative in the manner set out in the Third Schedule hereunder written. It is also agreed that all such payments shall always be made by crossed A/c payee cheque or pay orders or demand draft drawn on any bank of Patna in favour of the Developer/Vendor.
7. The Buyer/Vendee shall make full and final payment of all the account under this agreement whether demanded or not by the Developer/Vendor as per third schedule.
8. If the Buyer/Vendee fails to clear all the dues along with interest @ 12% per annum within 30 days from the date of the said amount becoming due as above the Developer /Vendor shall be entitled to canceled the allotment of the said flat and allot the said flat to any other person and Developer/ Vendor shall refund the paid amount to the Buyer /Vendee (which has been paid by the Buyer/Vendee to the Developer/Vendor) after 90 days from the date of cancellation after deducting 2% cancellation charges and service tax/GST/other tax on the said consideration amount which is mentioned in the in Third Schedule.
9. As soon as the said flat agreed to be acquired by the Buyer/ Vendee is completed by the Developer/ Vendor or by his authorized representative, the Developer/Vendor shall notify to the Buyer/Vendee about its completion and within 15 days of the notice the Buyer/Vendee shall take possession of the said flat after full and final payment or by depositing all amounts becoming due by the Buyer/Vendee under this agreement.
 - 9(A) If the Developer/Builder shall not handover the possession of the unit within stipulated period and Buyer/Vendee wanted to get his/her money back then Developer/Builder shall return the payments made by the Buyer/Vendee along with simple interest @ 12% per annum to the Buyer/Vendee.
10. The said total consideration shall be paid by the Buyer/ Vendee to the Developer/Vendor or its authorized representative in the manner set out in the Third Schedule hereunder written. It is also agreed that all such payments shall always be made by crossed A/c payee cheque or pay orders or demand draft drawn on any bank of Patna in favour of the Developer/Vendor.
11. Provide further, if the entire consideration amount is paid by the Buyer/Vendee to the Developer/Vendor and the Buyer/ Vendee observes all the terms and conditions and stipulation contained herein to be performed,

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the Buyer/ Vendee shall be entitled to peacefully hold, possess, sell and enjoy the said flat without any interruption after getting the flat registered in his/her name.

12. After occupation, the Buyer/Vendee shall not use the said flat for any purpose other than residential for which the said flat is being acquired by him/her except with prior written permission from the Developer/Vendor. The Buyer/Vendee shall keep the common area and compound of the said building and the said complex neat and clean in proper condition and shall neither occupy, interfere, hinder or keep or store any goods, furniture's etc. in the common area for any goods, furniture's etc. in the same for any illegal purpose or in the manner which may invite any objection of the Buyer/Vendee of other flats in the said building or the said complex.
13. From the date of possession, the Buyer/Vendee agrees and undertakes to pay regularly and punctually the proportionate share of Municipal rents and taxes on the basis of Municipal Assessment and of all the outgoings calculated either on actual amount in respect of the said flat including all rates, dues, duties, common utilities maintenance charges including running charges, repairs, salaries of the employees (bill collector, guard, liftman, sweeper, electrician, plumber and etc.) and all other expenses incidental to the maintenance of the said complex as may be determined or fixed by the Developer/Vendor or societies as service charges, on or before the 7th day of every month.
14. The Buyer/Vendee irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Developer/Vendor or society, may call upon the Buyer/ Vendee to do in the best interest of the building and/or complex and the Buyer/Vendee of the other flats in the said complex.
15. The Buyer/Vendee shall carry out all internal repairs of the said flat agreed to be acquired by him at his own cost and maintain the same in good condition.
16. The Developer/Vendor covenants with the Buyer/Vendee that the construction of the said building shall be completed within Three and a Half years from the date of Map approval with Six Months Grace period provided that the time for completion shall be deemed to have been extended in the event of non availability of building material or delay in receipt of installment of the consideration amount from the Buyer/Vendee of other flats and/or delay due to Vis major means (Superior force, force of people or nature which cannot be stopped) clause as provided herein. If the Developer/Vendor is not able to give possession of the said flat to the Buyer/Vendee on the above account or on any reasonable cause, the Buyer/Vendee may not be entitled to any damages, whatsoever, but shall be

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entitled to receive back the entire money paid by him to the Developer/Vendor after deducting all taxes whichever paid by them earlier.

17. The Buyer/Vendee covenants with the Developer/Vendor and through him with the Buyer/Vendee of the other flats that he shall not ever demolish or caused to be demolished any part of the said flat or any part and portion of the said building complex nor shall he at any time make or cause to be made any new construction disturbing the basic structure, of whatsoever nature in the said building or the said complex or any part thereof.
18. The Buyer/Vendee further covenants that he shall not make additions or alteration to the said flat without prior permission and consent in writing from the society framed by the Developer/Vendor for the maintenance and upkeep of the said complex.
19. The Developer/Vendor shall have the right to construct or to put any additional structure on the roof of the said complex and such construction shall be the sole and exclusive property of the Developer/Vendor who shall be entitled to deal with or dispose of the same in such manner as Developer/Vendor may deem expedient provided the same is passed by Danapur Nagar Parisad. The Buyer/Vendee shall not be entitled to raise neither shall raise or create any obstruction or hindrance of any nature whatsoever on such right of the Developer/Vendor nor the Buyer/Vendee shall claim any right, title and interest in such additional structures raised on the roof.
20. That the Developer/Vendor shall be entitled to make such charges, additions, and/or alteration in the said plans as approved by Danapur Nagar Parisad, as the exigency of the situation or circumstances shall warrant or require provisions shall be given as per brochure provided at the time of booking. All the building plans, layouts, specification, colour schemes etc. are tentative and subject to variation and Modification as may be decided by the architect company, Accessories shown in the brochure's layout plans of the flats such as photo, picture, seen, furniture, cabinets, electric appliances etc. are purely indicative and are not a part of sale offerings. Specification shall be provided as per the details laid down in this agreement mentioned in Schedule-4.
21. The fitting, fixture and amenities to be made and provided by the Developer/Vendor, shall generally confirm to the specifications detailed in Schedule four hereunder or as may be altered and/or amended by Architect. It's being agreed that after the date of possession and/or delivery of possession, whatsoever be earlier, the Buyer shall not be entitled to make any claim, what-so-ever for these thing or for any other such claim or claims.

22. All costs, charges and expenses in connection with the formation of the said co-operative/society as well as the cost of preparing, executing and registering of the agreement, Deeds of conveyance of conveyances/transfer deeds and any other documents and also the stamp duty as well as the registration charges as applicable at the time of conveyance of deed, shall be borne and paid by the Buyer/Vendee and the Developer/Vendor shall not contribute anything towards such expenses.
23. All letters, Receipts and/or notices issued by the Developer/ Vendor and dispatched under registered post on the above address or such other address as may be intimated by the Buyer/Vendee, shall be constructed as a proper service to the Buyer/Vendee and shall be sufficient proof of receipt of the same by the Buyer/Vendee after the 7th day from the date of proper service upon the Buyer/Vendee.
24. The Buyer/Vendee hereby agrees that the Developer/Vendor shall be entitled to create equitable or any mortgage of the land and building in the said complex either in full or in part for obtaining loan from any bank or institution or from any third party for the purpose arranging loan for the Buyer/ Vendee of the other flat in the said complex.
25. The Developer/vendor here agrees to liquidate all loans with interest therein if obtained by the Developer/Vendor for the purpose of financing the constructions, before the final conveyance, it is, however agreed to by and between the Buyer/Vendee and the Developer/Vendor that neither Developer/ Vendor nor society shall be responsible in any manner, whatsoever, in respect to the loan or loans arranged for the buyer/Vendee and the buyer vendee alone shall be responsible for the timely repayment of the same.
26. The Buyer/Vendee hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Developer/Vendor or its authorized representatives for assigning the Buyer/Vendee in obtaining loans from banks and financial institution.
27. The stamp duty, registration charges and other charges if any applicable at the time of registry, in respect of the said unit shall be borne and paid by the Buyer/Vendee and that the Builder shall not be liable to contribute anything towards such expenses.
28. The Buyer/vendee agrees to acquire from the Builder/vendor the said flat or flats hereinafter referred to as the said unit or more fully described in the Schedule-II hereunder at or for total consideration as mentioned Schedule-III hereunder written and the builder has agreed to sell the same in favour of the Buyer at the said consideration.

STRUCTURE

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- a) The said total consideration has been calculated on the basis of super built-up area.
 - b) The said total consideration shall be subject to escalation if there is any financial emergency in the country, so as to meet the increase in cost of materials and labour during the period of construction and shall be subject matter to be paid by the Buyer before taking the possession of the unit. However escalation shall be subject to the proportionate increase in the materials cost, labour cost and other of the basic cost of the said unit.
 - c) The said total consideration shall be paid by the buyer to the builder as and in the manner set out in Part Schedule-3.
29. In case any dispute of difference arises then all the matter would be subject to Patna Jurisdiction only.
30. All other agreement and/or arrangement or letters, assurances Written, oral or implied here to before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.

THE FIRST SCHEDULE i.e 1 (i) & (ii) IN TOTALLY HEREIN ABOVE REFERRED TO:-

All the piece and parcel of land Raiyat Nagdi measuring area 34 kattha and 12 dhur situated at Mauza-saguna, Survey P.S.Danapur, District- Patna within the jurisdiction of Sub Registry Office and Sadar Registry Office Patna bearing Tauzi No.5292, under Thana No. 23, Khatta No.82, Survey Plot No.519 under the dissolved Patna Regional Development Authority, Danapur Nagar Parisad Patna and the same is bounded as follows:

NORTH : Bank Colony
SOUTH : Banbhatt Co-operative
EAST : Branch Road
WEST : Branch Road

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:

(Description of the said Unit)

All that Flat No.-___ on the ___ Floor in the building named "GREENSS MANOR APARTMENT" having a super built-up area of ___ sq.ft.(in word) with one reserve Car Parking Space in the Basement, an undivided share in the land of the said ___ sq. ft. super built up area shall be aggregate of the following:- proportionate share in

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the land and in the building like staircase in all the floor, walls and its plant installation space, electrical space, common meter space, common passage on each floor and lobby on the ground floor, Gen set room, lift, water pump, water tank, and electrical sub-station space etc. outside the said building are also taken into account as service area and the said flat is bounded as follows:-

NORTH :

SOUTH :

EAST :

WEST :

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO:-

(Mode of payment of consideration amount)

Total Consideration amount Rs. ----- (in words) shall be paid by the Buyer/Vendee to the Developer/Vendor in installments and within 7 days of demand, which details are as follows:- at the time of booking Rs. ----- (in words) which exclude GST.

Schedule of payment	Site Progress	Amount Payable
At Booking		30% of Total consideration amount
1 st Installment	Plinth level	10% of Total consideration Amount
2 nd Installment	Basement Casting	10% of Total consideration Amount
3 rd Installment	1 st floor Casting	10% of Total consideration Amount
4 th Installment	2 nd floor Casting	10% of Total consideration Amount
5 th Installment	3 rd Floor Casting	10% of Total consideration Amount
6 th Installment	4 th Floor Casting	10 % of Total consideration Amount
Last Installment	At the Time of Finishing	10% of Total consideration Amount

Note :- 1. Part Agreement registration Charges and legal expenses will be born by customer as per rules and regulations of government of Bihar.

2. Final Agreement Registration Charges and Legal Expenses will be born by customer as per rules and regulations of government of Bihar.

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SPECIFICATION

- Structure :-** Earthquake resistance, R.C.C. Framed structure reinforced with ISI Marked steel, designed by expertise engineers.
- Flooring :-** Entire floor of the flats and common space will be of vitrified Tiles.
- Kitchen :-** Granite Kitchen Platform with stainless steel sink and glazed tiles up to 2' 00" ft. height from working platform, provision for hot and cold water.
- Bathroom :-** Glazed tiles in eye soothing colour up to 5 ft. height with ISI marks sanitary fittings and provision for hot and cold water system.
- Window :-** Aluminum Panel
- Doors :-** Entrance door of 30 mm thick ISI Mark flush door shutters painted with two coats of synthetic coloured enamel paint.
- Finishing :-** Wall and ceiling will be finished with distemper over POP the external wall will be cement plastered & painted with weather coat paint.
- Electrical :-** Concealed electrification with ISI marked cable and switch provision for adequate light and power.

IN WITNESS WHEREOF, both the parties have subscribed their respective hands on these presents on the place, date, month and year first above mentioned in presence of the following witnesses.

WITNESS:-

1.

**SIGNATURE OF THE VENDOR/
DEVELOPER**

2.

SIGNATURE OF THE BUYER/ VENDEE

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PARTNER

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