

**AGREEMENT FOR SALE OF BUILDING**

This agreement for sale of Building is made and executed on this ..... day of  
..... 2017 at .....

**Between:-**

**M/S TECHNOCULTURE BUILDING CENTRE Pvt. Ltd** a company incorporated under the Companies Act 1956, having its Registered office at Flat No. 417, Ashiana Tower, Exhibition Road Patna- 01, and branch office at -  
 ....., PAN No.-.....  
 represented through its authorized representative **Mr. ....**, S/O Sri  
 ..... resident of ..... Hereinafter for the sake of brevity herein after referred as the 'Vendor' and which term and expression shall unless excluded by or repugnant to the subject or context so deemed to mean and include its heirs, executors, administrators, representatives, successors and assignees of the **FIRST PARTY**.

**And**

**Mr.....S/o-Sri.....**, R/o- Vill-  
 ..... Bihar- ....., PAN No- .....  
 hereinafter referred to as the 'Vendee' and which term and expression shall unless excluded by or repugnant to the subject or context so deemed to mean and include his/her heirs, executors, administrators, representatives, successors of the **SECOND PARTY**.

Whereas the **FIRST PARTY** had purchased from Sri ..... S/O-  
 ..... a piece of land (Residential plot) bearing Plot No.  
 ....., Khata No..... measuring ..... decimal on the basis of the Sale deed vide Deed No..... , dated ..... at the office of the Sub Registrar , ..... and the above said land bounded as under:

East: -

West: -

North: -

South: -

for development and construction of residential complex under name and style

of “M/S Technoculture Building Centre Pvt. Ltd” on its land having Thana No.-....., respectively Khata No-....., Plot no-....., at Mauja-....., annual rent payable to the State of Bihar through Circle Officer ..... within the limits of .....

Whereas the Vendor after preparing the project map for construction of residential complex furnished the same before the competent authority and the competent authority approved and sanctioned the same; therefore, the Vendor started project on the site.

Whereas the Vendee was in search of a suitable Bungalow and approached the Vendor for the same. The Vendee inspected documents relating to ownership of land, project map, site of the project and its progress and also other relevant documents. After being well satisfied in every aspect, the Vendee decided to purchase a ..... (Name of Building) Bungalow in the project named ..... (hereinafter referred to as “the Project”).

And whereas the FIRST PARTY has agreed to sell the aforesaid residential building/Bungalow as part of its business unto the SECOND PARTY for a total consideration of Rs..... /-(In words-..... ) exclusive GST and the SECOND PARTY has agreed to purchase the same on the following terms and conditions.

**Now this Agreement Witnesses as under:**

1. That the SECOND PARTY booked a unit named ....., having Cost of Rs..... /-(In words-.....) exclusive Good and Service Tax (hereinafter referred to as “GST”), Grade-..... on dated ..... and thereafter SECOND PARTY was allotted the Unit No. .... and customer ID.....
2. That the Unit Cost of the building payable by the SECOND PARTY is exclusive of GST. The SECOND PARTY agrees to pay the GST as

per applicable rate on payment of every instalment as per Government Rules & Regulations. The SECOND PARTY also agrees to pay all other or future tax as may be levied by State Government or Central Government or any other Local Authority having jurisdiction.

3. That the SECOND PARTY paid an amount of Rs ..... /- (Rupees ..... only) as booking amount and rest amount shall be paid in instalment as per the payment schedule attached hereto as the Schedule III.
4. That the FIRST PARTY has prepared a draft plan/drawing/building plan of the proposed building with specification of materials to be used which is hereby attached as Schedule II.
5. That both the parties agreed that the construction work will begin only after \_\_\_\_% of unit cost is paid by the SECOND PARTY.
6. That if the SECOND PARTY desires any change in the finishing work, he/she/they will request for the same in writing within \_\_ ( ) months in advance. It will be the sole discretion of the FIRST PARTY to accept or reject the request of the SECOND PARTY and if the request is accepted by the FIRST PARTY, the SECOND PARTY shall pay the extra cost of building materials along with additional labour cost and \_\_\_\_% of extra cost for administrative expenses through Cheque/DD/RTGS at the time of request.
7. The SECOND PARTY and/or his authorised representative may inspect the construction work at site; however, the SECOND PARTY and/or his/her/their representative/s shall not have any right to stop/suspend the construction work on any plea. Further, the exterior design of the duplex will not be changed and specification & finishing will be done as per Schedule II.
8. That no commitments of whatsoever nature shall be entertained unless the same are made in writing and duly approved by the management of the

company.

9. That in case of any change in government policy, promulgation of any order or due to occurrence of some unforeseen events including natural calamity, the period of handing over may extend according to desire of the **FIRST PARTY**.
10. That the **SECOND PARTY** or Vendee undertakes to make payment of consideration amount according to scheme of payment detailed in **Schedule III**. In case of default by the **SECOND PARTY / Vendee** in payment as detailed in **Schedule III**, after expiry of \_\_\_\_ days from the date meant and scheduled for payment, the **SECOND PARTY** shall foreclose his right on the scheduled property and the **FIRST PARTY** shall become entitled to negotiate and sell scheduled property to other prospective buyers, without having reference to the **SECOND PARTY**.
11. That in case of foreclosure of right of **SECOND PARTY**, due to default in payment as per relevant schedule, the **SECOND PARTY** shall remain entitle only for actual payment made after deducting permissible deduction within a period to be decided by the **FIRST PARTY** without any charge of interest on same.
12. That the expenses in respect of execution of Agreement for Sale and any other indentures in favour of the **SECOND PARTY** shall be borne by the **SECOND PARTY**. Any expenses in form of tax or in lieu of services of any authorities shall be borne by the **SECOND PARTY** alone.
13. That the **SECOND PARTY** undertakes to use the scheduled property only for legal purposes and strictly for the purpose for what it is meant. Any contravention in this shall be the sole responsibility and liability of the **SECOND PARTY**.
14. That after completion of construction work of the scheduled property, the **FIRST PARTY** shall notify same to **SECOND PARTY** or his representative if the **SECOND PARTY** has fully complied with the

payment as per **Schedule III**.

15. That handover period of building will be \_\_\_\_\_ years after entering the agreement and \_\_\_\_\_ months will be grace period.

### **Schedule I**

Name of the Unit- ....., Model- ....., Unit No. - ....., Road No....., Land Area- ..... Sq.ft, Built up area-.....Sq.ft , Carpet area ..... Khata no. .... ,Plot No..... Thana No..... Mauja-....., Ward No. ....Dist. ....

**Boundary of Unit:-**

**North-**

**South-**

**East-**

**West-**

### **Schedule II**

Customer Name: - .....  
 Specification of the Building: - ..... (Name of the Building)  
 Grade: - .....

Particular's	Deluxe	Luxury
Structure		
Walling		
Flooring (Bed Room)		
Wall paint ( Interior)		
Wall paint ( Exterior)		
Bathroom Tiles (6' H)		
Bathroom Cp Fitting		
Kitchen Tiles		
Kitchen Top		
Kitchen CP fittings		
Door Frame		
Door Shutter		
Windows		
No. Of AC points		
Wire Fill		

### Schedule III

#### SCHEDULE OF PAYMENTS:-

- |  |                     |
|--|---------------------|
| 1. Booking amount _____% of Unit Cost                    | Rs.                 |
| 2. ___ days from Booking _____ % of the unit cost :      | Rs.                 |
| 3. At Plinth level _____% of the unit cost               | Rs.                 |
| 4. At Ground floor Roof casting _____% of the unit cost: | Rs.                 |
| 5. At First floor Roof casting ___% of the unit cost     | Rs.                 |
| 6. At Start of finishing ___% of the unit cost           | Rs.                 |
| 7. At Finishing Stage Before _____ days of handover      | Rs. _____           |
| % of the unit cost:                                      |                     |
| <b>TOTAL</b>   | <b>Rs. ....../-</b> |

(In Word: Rupees .....)

Note: - GOODS AND SERVICE TAX shall be charged separately on every instalment as per Government Rules and Regulations.

Both Parties having read, understood the contents purport of this agreement in their full sense have put their respective signature on this document as a token of their consent and acceptance in presence of witness for future reference and need.

**Witness**

1.

**Vendor**

2.

**Vendee**