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AGREEMENT TO SELL

This agreement to sell executed this the **……..**day of **……** by

Bharat Bhushan Deva s/o Late Bibhuti Bhushan Deva , Aged 63 yrs R/O Laxman Bag, Ulao, P.O.Ulao- 851134, Begusarai, P.S. Mufassil,Sub Div.& Dist. Begusarai, Bihar and **sole proprietor of Deva Developers**

Nationality--- Indian **PAN --- ACTPD 0278 L**

GST No ……10 ACTPD0278L 1ZL

Herein after referred to as the **FIRST PARTY /builder / promoter / developer** which expression unless repugnant to the context shall mean and include their heirs, successors, administrators and assigns on the one part.

IN FAVOUR OF

Shri/Srimati_____ _____Age_____
Son /daughter / wife of_____ _____Resident of
_____
Nationality… Indian PAN_____

AND

Shri/Srimati_____ _____Age_____
Son/daughter/wife of _____ _____
Resident Of_____ _
Nationality…..Indian PAN_____

Hereinafter referred to as the **SECOND PARTY / customer / client / allottee** which expression unless repugnant to the context shall mean and include their heirs, successors, and administrators on the other part.

WHEREAS Smt Annapurna Devi, mother of 1st party, purchased the property bearing khesra No. 1641 Mauze Singhaul Tauzi No. 822, Thana 373, from Sri Sonelal Singh and his sons, on 21.06.1951 through sale deed no. 5618 and was entered in the records under khata no. 40, Jamabandi No. 330, in the name of Smt Annpurna Devi.

AND WHEREAS Smt. Annapurna Devi died on April 20th, 2015. After her death, the said property was succeeded by her only son and legal heir

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Sh. Bharat Bhushan Deva, whose name was mutated, through mutation case no 400/15-16, at circle office Begusarai Sadar, Begusarai, and rent receipt issued in his name. Now Bharat Bhushan Deva, the first party, is the owner of the said property.

AND WHEREAS the first party has started developing a part of the said land detailed in schedule A, by way of building independent duplex Villas (type I/type II) in an enclosed area called **Annapurna Enclave** as per plans approved by the Begusarai municipal corporation.

Map Approval No …….. Dated……..

AND WHEREAS the second party, after making all the necessary enquiry, inspection, due diligence and satisfying himself in every manner, offered to purchase one villa detailed in schedule A hereunder which is now under development.

AND WHEREAS after settling the price and terms and conditions the first party agreed to transfer the said villa detailed in schedule A hereunder UNTO the second party for a consideration of
Rs _____/- plus taxes as applicable.

AND WHEREAS since the development is being made under the self finance scheme, under the terms of the agreement the second party has to pay the agreed consideration in installments as detailed hereunder in the schedule of payment.

Now therefore the parties hereto execute this 'agreement to sell' and bind themselves with the following:

1. That the first party has agreed to transfer by sale all that villa/ building detailed in schedule A hereunder, UNTO the second party for a total sale consideration _____***/-***
(Rupees _____) plus taxes as applicable.

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2. That the second party has already paid to the first party booking amount in part payment of the sale consideration and has agreed to abide by the terms and conditions as given below.

3. That the first party hereby confirms that the villa/building, subject matter of this agreement, shall be sold free from all disputes about the title and free from all encumbrances and charges, and the second party has fully satisfied itself regarding title of land and its marketability.

4. That both parties shall abide by the terms and condition as agreed to and provided for, as given below.

5. That the second party shall strictly follow the Payment schedule for consideration detailed in the application for allotment and also reproduced hereunder and default in payment shall be dealt with as per the terms and conditions stated in the annexure.

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SCHEDULE A

Description of villa/building

Villa type _____ Unit no _____ located over Part of khesra No. 1641 Mauze Singhaul Tauzi No. 822, Thana 373, khata no. 40, Jamabandi No. 330, Ward No.2 ,Begusarai Municipal Corpn. Begusarai.

Total Built up area _____Sq. ft (Approx)

land Area _____ sq ft.(Approx)

equal to …….decimal,

Boundary of villa/building

North: _____

South: _____

East : _____

West : _____

Material Description

Civil Work: 1st class construction comprising RCC, cement and brickwork
No. of floors: Two

Finish
Exterior walls finished with exterior surface coating
Interior walls finished with Plaster of Paris
Flooring : 2'x2' Vitrified Tile flooring in rooms.
Kitchen Platform: Granite with tiles
Stainless Steel Sink
wiring & plumbing concealed in wall.
Beautifully designed grill work

Material:
Plumbing: Tata / Supreme / Jindal / Equivalent ISI Grade
Water Tank: Sintex / Equivalent ISI/BIS Grade
Sanitary fittings: Parryware / Hindware / Cera / Equivalent
Bath Fittings & Taps: Jaquar / Marc / Hindware / Equivalent
Tiles: Premium quality Kajaria / Johnson / Somany / Orient / Equivalent
Doors & Laminates: Century ply / Kitply / Green ply / Equivalent
Windows: Glass & aluminium sliding type with iron grill
Switches: Modular : Havells / Legrand / Phillips / Anchor / Equivalent
Switchgear & MCB: Legrand / Havells / Crompton / Equivalent
Electrical Wire: Havells / R R / Polycab / Anchor/ Equivalent Grade

Internal Development Works
30 Ft. Road
Street Lighting
Drainage
HT & LT line
150 KVA Transformer

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External Development Works

Main Road

Tree Planting

HT Line

Street lighting

Reference Values as per Minimum Value Register

Built up area_____sft @2000/sft Amount_____

land Area _____@ 4,00,000/ dec Amount_____

Other Charges Amount _____

PAYMENT SCHEDULE

1st Installment 10% + GST due on Booking.

2nd Installment 10% + GST due on Completion of plinth beam

3rd Installment 15% + GST due on Completion of GF roofing work

4th Installment 15% + GST due on Completion of FF roofing work

5th Installment 15% + GST due on Completion of POP work

6th Installment 15% + GST due on Completion of flooring work

7th Installment 15% + GST due on Completion of bath and lighting work

8th Installment 5% + GST due on before possession at the time of registration

Total Rs. _____

(Rupees _____)

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Any other taxes / cesses imposed by the government will be payable by the client separately

Date of Possession/ Handover

Maximum three years from the date of this agreement, (subject to ***force majeure*** clause)

Terms and Conditions of this agreement

1. The allotment will be at the sole discretion of the promoter and in case of non-allotment, the earnest money paid with the application form will be refunded within two months from the date of submission of the application without interest. The allotment letter does not create any interest in favour of the purchaser until the building is complete , full payment has been made and sale deed executed.

2. The promoters are not bound to assign any reason for the non-acceptance of the application for the allotment.

3. Payment of Booking Amount should be made through crossed account payee cheque/draft favouring **Deva Developers**, a proprietary concern of Mr. Bharat Bhushan Deva, which is developing Deva Tower & Villas.

4. Payment Terms: the entire estimated consideration will be payable as per construction linked payment schedule filled in the application form and also reproduced in this agreement.

5. In case of non-payment within due date, the allottee shall be treated to be defaulter. Allottee shall be intimated by registered post/speed post/courier/E mail. If the payment of an instalment is still not made, and is due for more than three months, the allotment is liable to be cancelled.

6. In case of cancellation for any reason by the allottee, **or** cancellation due to default in payment, before delivery of possession; the following amounts shall be **deducted**:
    - Cancellation Fees: a sum of Rs. 50,000/- will be charged as cancellation fees.
    - All government taxes outgo on the amount paid by the allottee

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- Any expenses incurred towards specific modification requests by the allottee

The balance will be refunded to the allottee by way of Demand Draft. The notice for cancellation shall be sent to the allottee by registered post/speed post/courier/E mail.

7. Final call will be made after completion of the building/apartment. The promoter shall give one month's notice for the final payment. However, delivery of possession shall only be made after the payment of the entire amount due and upon the registration of the deed of conveyance.

8. Maintenance of the apartment and/or the building (upon possession) and its common facilities/services will be the collective (joint and several) responsibility of the apartment / building owners / occupiers. The purchaser will be necessarily the member of maintenance Society. Until formation of society all such charges shall be paid by the apartment/building owners to the promoter.

9. The deed of conveyance (sale deed) shall be executed on the proforma prepared by the promoter, only after making full payment as per terms and conditions contained in the application form.

10. House tax, sewer tax, water tax and other taxes levied pertaining to ownership and occupation of the apartment, is to be paid by individual owners, besides their contribution for maintenance of common facilities/services.

11. That if any additional provision is required to be made by law or by the direction of any legal authority, or by electricity department; charges for such provisions shall be payable on pro-rata basis by all the allottees.

12. The purchaser shall bear all the expenses in connection with the conveyance which shall include stamp duty payable at circle rate at the time of execution of conveyance and miscellaneous charges toward registration and lawyers' fees. The said work shall be got executed by the promoters through lawyer/munshi, appointed by the promoters.

13. The purchaser shall pay/reimburse the pro-rata GST or any other tax if imposed or made payable, on the said building/flat,

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and shall pay all state/central government taxes as may be applicable.

14. The purchaser shall pay the cost (pro-rata) of electrical connection. (cost of 1 1kv line, Transformers, HT , L.T, panel, cables, meter panel etc.)

15. All instalments are to be paid through crossed account payee cheque / Bank Draft in favour of **Deva Developers** or as advised by the promoter. No cash or outstation cheque will be accepted.

16. Demand letter will be issued for the subsequent instalments. It will be obligatory on the part of the allottee to make the payment as and when due.

17. Transfer of allotment : The allotment is non transferable.

18. Cancellation of Booking/ Allotment in certain extenuating circumstances / exigencies: In such circumstances, the promoter reserves the right to cancel any booking /allotment without assigning any reason by refunding the total amount paid along with simple interest of 15% p.a. on the money paid till that date calculated from the date of payment of each installment.

19. Documentation : All receipts, allotment letter and other documents shall be issued under the signature of Authorised Signatory, for and on behalf of promoter.

20. The promoter reserves the right to modify the plans, the number of units, FAR etc. as may be approved by the competent Authority.
    The promoter further reserves the right to acquire adjacent lands and there after modify the plans, number of units FAR etc. and develop the existing land and additional land acquired as one complex.
    The persons who have been allotted units prior to the change shall be informed of the change and if they are unhappy with the proposed changes, they will have the right to cancel the booking without any cancellation charges and get back their money.

21. Force Majeure: The developer shall not be responsible for any delays due to circumstances (natural or man made) beyond his control, including but not limited to events such as war, terrorist attacks, riots, adverse law and order situations, flood, drought, fire,

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cyclone, earthquakes, other natural calamities, and raw material shortages

22. All disputes will be subject to Begusarai civil court jurisdiction only.

In witness whereof the parties have put their signatures on the date and year mentioned herein above

WITNESSES **FIRST PARTY**

1.

2. **Bharat Bhushan Deva**

SECOND PARTY

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