AGREEMENT FOR SALE

THIS DEED OF SALE is made on …….. day of ……..

BETWEEN

M/s SARVOTTAM MULTICON PVT. LTD. having its registered office at 402, Suraj Apartment, Ram Krishna Path, North S.K. Puri, Patna the company incorporated under the companies Act. 1956 having registration no. 03-08623 vide company registrar letter no. 99-2000/724/1348 Patna, on 7th April 2000 through its Managing Director.Smt. Manisha Sinha W/o Sri Santosh Kumar Residence of 402, Suraj Apartment, Ram Krishna Path, North S.K. Puri, Patna – 13. herein after referred to as "the Vendors" (which expression shall unless excluded by or repugnant to the context, mean and include its successors and assign) of the **"FIRST PART'.**

AND

……

……..,

hereinafter called "PURCHASER' which expression unless repugnant to the context meaning thereof, shall mean and include their respective, heirs executors, assigns, administrators etc. of the "SECOND PART'

WHEREAS

The Vendors have represented to the purchaser as follows:

(i) That the vendors are absolutely seized and possessed of and are full and absolute owners of and/or otherwise well and sufficiently entitled to, free from all encumbrances whatsoever to the entirely ALL OUT the piece and parcel of hereditaments and premises together with all building and structures standing thereon or on part thereof, the same are constructed and built containing by measurement, super built up area of …….. sq.ft. (……..square feet) this super built up area comprises built up area and area to be used for common purposes by the some little more or less of flat no. ……. i.e. "…" type on …….. floor of PURNIMA NIKUNJ situated at Mauza – Danapur Shahzadpur and constructed on survey plot no. 1597, bearing Khata No. 391, Touzi No. 5403, Thana No.- 21, Circle – Patna Sadar, P.S.– Danapur under Danapur Nizamat Municipality in the town and district Patna as approved vide plan case no. 148/16-17 vide letter no. 148 dated 10.11.2016. fully described in the schedule 'A' hereunder written and hereinafter called "The said premises.

Dimension:-

North – 20' wide Kutcha road	North 162'8".
South – Narendra Prasad	South 162'8"
East – Main Road	East 79'
West – Smt. Savitri Sinha	West 79'

(ii) The said land is meant for construction of B+G+06 residential apartment with proposed name 'PURNIMA NIKUNJ'.

(iii) The said land proposed for construction is measuring to area 09 (nine) Kathas, 8 (eight) dhoor, 16 (sixteen) dhurki comprises two deeds namely registered.

(a) Development agreement made on 14th day of June'2012 for area 09 (nine) Kathas, 8 (eight) dhoor, 16 (sixteen) dhurki bearing plot no. 1597 (One thousand five hundred ninty seven) Touzi No. 5403 (Five thousand four hundred three) under Katha no. 391 (Three hundred Ninety one) Thana no. 21 (Twenty one) survey P.S. – Danapur between 1. Sri Mahendra Prasad 2. Sri Yash Kriti both sons of Late Raghu Nandan Prasad resident of Ranighat Lane, P.O.- Mahendru, P.S.- Sultanganj, Dist.- Patna and Smt. Madhulika, Daughter of Sri Mahendra Prasad Wife of Sanjay Prasad resident of Door No.- 21/22, Lane No.-5, Kakani Nagar, Vishakhapatnam, Andhra Pradesh.

(iv) The said premises and/or part thereof is not affected by and acquisition, requisition, or alignment proceeding of any authorities or authorize under any of the laws for the time being in force and/or otherwise nor any notice to the said effect, has been served on the vendors in relation to the aforesaid and concerning the said premises.

(v) The vendors have not done any thing whereby the said premises is liable to be confiscated under any of the law and laws for the time being in force in India or otherwise.

(vi) No part of the land comprised in the said premises is or can be deemed to be vacant land within the meaning of Urban (Ceiling and Regulation) Act, 1976 and be or become liable to be acquired under the said act for the said reason.

(vii) The vendors have no difficulty in obtaining the Income Tax clearance certificate Under section 230 A (i) of the Income Tax Act,1961 as no demand under the Act, is pending under any other prevalent section of Income Tax Act.

A. By this deed, the vendor declares and duty affirms the aforesaid representations of the vendors.

B. The full and final sale price of the said premises (flat) is Rs. ……..….. (Rupees ……..……) only which has to be paid to the vendors and the time and in the manner hereinafter stated.

(a) Cost of Flat	Rs. ……
(b) Other charges [Include covered car parking space & fixed miscellaneous charges]	Rs. ……..
	Rs. …….

Sl. No.	**Installment in slab**	**Rate in (%)**	**Rs.**
I	Booking advance just after Start of foundation	15%	……
II	1st installment due after Placing of 1st roof slab	10%	……..
III	2nd installment due after Placing of 2nd roof slab	10%	……
IV	3rd installment due after Placing of 3rd roof slab	10%	……
V	4th installment due after Placing of 4th roof slab	10%	……..

VI	5th installment due after Placing of 5th roof after	10%	…….
VII	6th installment due after Placing of 6th roof slab	10%	…….
VIII	7th installment due after Placing of 7th roof slab	10%	……
IX	8th installment due at the time of brick work	5%	……
X	9th installment due at the time of internal plaster	5%	…….
XI	10th installment due at the time of handing over	5%	…….
	Total	**100%**	**……**

The aforesaid payment shall be made within 10(Ten) days of the notice in writing by the builder to the purchaser to be given as hereinafter mentioned.

The consideration money for other charges, as and fixed is and Rs. ……. (Rupees ……) only which has been accounted in full. This charge includes the cost of covered Car Parking space and fixed miscellaneous charges.

D. The purchaser has paid to the vendors a sum of Rs…… (Rupees ……..……..) only and Rs. ……..../- (Rupees …….…….) only/towards service tax vide Draft no……. dated …….. drawn on ……, ……. vide our money receipt no. ……..…. dated ……. as part payment of

the purchase price above mentioned the receipt where of the vendors both hereby admit and acknowledge.

E. The notice referred in the preceding clause will be sent by the builders to the purchaser under certificate of posting at the address herein below given and the notice so sent shall be sufficient discharge to the builders. For this purpose, the name and address of the purchaser shall be set out below:-

Address:-

……..
……
……..
…….…..
……

Incase of any change in address it has to be intimated in writing to Managing /director/Director of company and also proper receipt of incorporation of change address must be taken or, confirmed by the competent authority of the builder company.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE AS follows :-

1. That vendors have agreed to sell and the vendee, fully relying on the above-recited representation of the vendors has agreed to purchase the said premises described in the schedule "A" hereunder written on the terms and conditions hereafter contained.

2. The vendee agreed, consented and confirm that the cost of flat excluding the cost of extra work has to be paid in totality before taking possession of the above mentioned flat. Incase of change of

scope of work, it has to be settled with the company engineers or its competent authority amicably.

3.The Builders will endeavor to handover possession of the said premises on or before **……** if, for any reasons beyond the control of the builders including non-availability of labour, building materials or controlled material or occurrence of flood, riots, war or other inevitable accidents, calamities or circumstances taking place including restrictions on construction work and use of the building materials that may be put by the authorities concerned, the Builders are unable to give possession by the said date then agreed upon by and between the parties hereto the said date shall be deemed to have been automatically extended by the period during which the delay has taken place. A notice shall be given by the builders to the purchaser to take possession on the specified date of possession as aforesaid and possession shall be delivered by the Builders provided that **all the amounts under this agreement** and otherwise at law are paid by the purchaser to the builders and all necessary papers, for possession as also various forms, application, letters, papers and writings or documents required for the formation PURNIMA NIKUNJ FLAT OWNERS SOCIETY herein after referred as the society or to be given to various authorities are duly filled in, signed, executed and delivered by the purchasers.

4. The said sale shall be free from all encumbrances whatsoever and the vendors will make out a marketable title to the said premises to the satisfaction of the purchaser as per convenience of 'Vendors'.

5. The sale shall be in favour of the vendee and/or his nominee or nominees.

6. The vendors have already delivered vacant and peaceful possession of the said premises to the vendee or/and, which vendee admits and confirms and also vendee shall be entitled to hold and defend possession of the said premises.

7. In case the purchaser/second part is ready to make the payment of consideration money to the owner and perform his part of agreement but the owner fails and neglect to execute proper sale Deed in favour of second part, the second part shall be at liberty to sue the first part of the specific performance and shall be entitle to get the sale deed executed from the court of law.

But in case of the second part/purchaser fails to make the balance consideration money within the stipulated time and the parties are mutually agreed or as per agreement schedule of payment, the owner/first part shall be at liberty to terminate the agreement and sale the property at his desecration to any other person in such a case the owner shall refund the advance paid to him. It is also agreed between the parties that the terms and conditions as mentioned in provisional agreement or allotment letter is strictly adhering to, but regarding payment clause only.

8. The vendee shall at any time hereafter also be entitled to transfer, lease out, let out, mortgage, charge or encumber or part with possession of the said premises to any person or persons and on any term or terms as the vendee may deem fit and proper PROVIDED HOWEVER THAT the same shall be subject to these presents.

9. All outgoing in respect of the said premises as up to the date hereof shall be borne and paid by and be the liability of the vendors and as after the date hereof shall be borne and paid by and be the liability of the purchaser and each of the parties shall keep the other indemnified as aforesaid.

10. Upon delivery of possession, the purchaser shall be entitled to the use and occupation of the said premises without hindrance but without any further claim at any time as to the workmanship or quality of materials used in the said premises. The builders shall hand-over to the purchaser the premises after completion.

11. The fixtures, fittings and amenities to be provided in the said building and in the said premises and the materials to be used in the said construction thereof and the specification of the same shall be of standard quality as per specification already mentioned in Brochure.

12. The vendors shall not be entitled to cancel this agreement for any reason whatsoever and in case of any breach by the vendee of any of the terms as are, on the part of the vendee to be paid, observed. Performed the remedy of the vendors will be for suing the purchaser for specific performance and/or responsible damages. Incase the vendee is not taking any notice to the vendor payment demand and also defaults in payment for more than 60 days, this agreement is treated as unilateral and the builder as per his need may cancel this agreement and refund the payment already made to the vendee within next coming 90 days. In this case after issuing a cancellation notice to the vendee, the vendor may immediately execute another agreement to sale with other vendee.

13. The purchasers shall pay maintenance and the municipal charges as fixed from the month **……..** every month and also deposit twelve months charge as security or maintenance of the building.

14. The purchaser shall have no objection to pay levies or taxes as fixed by state or central Government on date if the same has not

been in corporate or even after or during the tenancy of this sale agreement.

15. That the vendor and vendee agree that any deviation occurring in respect of construction of floors, balconies or terrace etc. shall always be subject to regularization of the said deviation by the competent authority and the company shall not be responsible if the competent authority does not regularizes it. However, any money paid to the company for their purpose by the purchaser shall be refunded In case it is regularized the cost of construction shall also include the condo nation fee prescribed for that kind of deviation in the Bylaws of the Danapur Nizamat, Danapur.

16. All notices to be served therein or terms of these present shall be deemed to have been sufficiently served by one party to the other in case delivered by registered post with acknowledgement due.

17. The vendee undertakes to pay the proportionate cost if the built up area increase upon measurement than the agreement area at the time of the flat is handover to the purchaser and the sale deed is registered in his favour on company standard Performa.

18. Only the courts of Patna will have jurisdiction in the matter relating to or connected with and/or arising out of these presents.

19. If at any time, development and/or betterment charges or other levies/charge are levied or sought to be recovered by the said corporation or any other authority in respect of the said building, the same shall be the responsibility of all the holders of the premises in the said building and the same shall be borne and paid by all of the holders of the premises in proportion to the respective floor area on the respective premises.

20. The vendors will at no time try to dispose the vendee from the said premises. The right of the vendors will be limited to the extent of realizing the balance amount due only if any.

21. The purchaser shall maintain the said premises same at their own costs and shall observe the rules and bye-laws of the said corporation or other authorities from time to time. The purchaser shall not act in any manner so as to cause nuisance or annoyance to the occupiers of other premises in the said building or neighboring buildings.

22. The purchaser shall not store in the said premises or bring in the building in which the said premises are situated any goods which are hazardous, combustible or considered objectionable by the authorities or dangerous or excessively heavy so as to effect or injure the construction or structure of the building and shall not carry or cause to be carried heavy package to the upper floor which are likely to damage the staircase, common passage, open spaces or any other structures or parts of the building wherein the premises are situated.

23. The purchaser hereby covenant to keep the walls and partition walls, sewers, drains, pipes and appurtenances of the said building (inside only) and the said premises in good and tenantable repair and conditions in particular so as to support, shelter and project the part of the building other than their premises.

24. The purchaser will not at any time do or cause to be done or permit any nuisance in or upon the said premises or anything which shall cause unnecessary/annoyance/inconveniences or disturbances to the occupiers of any other premises in the said building or to the occupiers of the property in the neighborhood. The purchaser of flat/shop/office shall at their own cost and

expense mandatory keep fire extinguishers in the premises in their occupation.

25. No occupier or occupiers of any part of the building will use or permit the use of the common passage and the common staircase either for storage or for the use by servant at any time. The purchaser shall not construct anything on the open balconies or terraces, if any attached to their premises and keep the same always open to sky shall keep it clean and will not be a nuisance to the other occupiers of the neighboring or nearby premises.

26. The purchaser along with such other persons who shall have purchased or acquired the flat/car parking space shall form themselves into a co-operative society/association/limited company under and in accordance with the provisions of law in force from time to time. The said building shall always be known as "PURNIMA NIKUNJ" and the society or any other body corporate or other organization determined by the builders on the plot shall always be known by such name as suggested by the Builders, The purchaser shall co-operate with the builders informing registering and incorporating the said society/association/limited company and shall sign all necessary papers and documents and do all other acts and things as the Builders may require the purchaser to do from time to time in flat behalf for safe guarding or better protecting the interest of the society/association/limited company and of the purchaser of the house with car parking space in the said building. It is however, agreed that the society/association/limited company shall not at any time change the name of the building from "PURNIMA NIKUNJ '' to any other name.

27. For details of planning, specification to be followed and project schedule, refer to the brochure supplied by the company. It

would be deemed that the vender has executed this agreement after being satisfied in this regard.

NOW IT IS HEREBY AGREED AND DECLARED BY THE PURCHASER as follows:-

28. To keep himself within the limit of the privileges granted to him in this agreement for sale and will never prove as anti-social element to the vendee of his adjacent flat or any, other flat owners.

29. To enjoy the common interest in the proportionate individual share in the open space or grounds land, stair case, drainage, sewage right of basement, passage, light and air. This does not include the roof top open terrace, which will be under control of the vendor and the land owner until the society of the flat owners is formed, registered and starts functioning provided further that if the vendor is permitted by the landowner and the competent authority to construct further construction on the open terrace in that event the vendee shall not raise any objection to it nor shall have any right title or interest over the terrace of the premises.

30. Not to do such acts and deeds which may cause any hindrance, annoyance or nuisance in any way to the other occupants/purchasers of the flats in the said apartment and he shall abide by the rules, regulations, byelaws of the PURNIMA NIKUNJ Residence Association, Apartment's owner's Association/society and shall be regularly paying the common utility/maintenance charges which every and where ever be fixed by the society/association of the said owners of the flats.

31. Not to do such acts and deeds, which may cause any harm to wall or any fittings and fixture except minor changes and alteration. In case of major repairing or changes, he will do only

with due prior permission in writing from the vendor/flat owner's Association.

32. To do all reasonable and lawful acts and deeds and things in respect of all matters of the said property even if they are not covered by clause herein the Agreement but at every step and every stage the said purchaser shall keep the vendors informed of all matters and will keep the vendors indemnified in all respect.

33. About common area facilities:-

(i) Each apartment owner shall be entitle to an undivided interest in the common area facilities as per the percentage as expressed in the declaration. Without hindering or encroaching upon the lawful rights of the other apartment owners. The common area and facilities shall remain undivided and no apartment owner or any other person shall bring any action for partition or division of any part thereof and any action contrary to covenant shall be void alinitio.

(ii) The percentage of the undivided interest of each apartment owner in common area and facilities as expressed in the declaration shall have permanent character and shall not be altered without the consent of all the apartment owners expressed in an amended declaration duly executed and registered as provided in this Act. The percentage of the undivided interest in the common area and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even through such interest is not expressly mentioned in the conveyance or other instruments.

(iii) Each apartment owner shall use the common area and facilities in accordance with the purpose for which they are intended without causing any obstruction in free use there of by other apartment owners. The necessary work of maintenance, repair and

replacement of the common area and facilities and the making of any addition or improvement or alteration therein shall be carried out only according to provision made in the Act. And in the byelaws. At the start or during transition period unless regular working committee is formed starts functioning, the entire power of society, welfare and development of the said project and for other miscellaneous work, the builder company is accountable. Hence the expenditure incurred in this account by the company on the behalf of resident society is not under investigation or questionable.

(iv) The association of apartment owners shall have irrevocable right of access to each apartment from time to time during reasonable hours for the maintenance, repair and replacement of any of the common areas or facilities therein or accessible there from or for making emergency repair their necessary to prevent damage to the common area and facilities or to another apartment. The association of apartment owners shall exercise aforesaid right through its duly authorized/representative i.e. manager or board of manage and or office bearer with prior notice to all apartment owners.

34. The vendee shall bear the full and all costs of registration of the sale deed.

35. The sale deed shall be executed as per standard format of the developer.

36. The purchaser is executing this agreement after being fully satisfied with the title and possession of the landowner over the plots the subject matter of this agreement is being developed and constructed and also after being fully satisfied with the map and scheme approved by the DANAPUR NIZAMAT, DANAPUR on the basis of planning report obtained by P.R.D.A. (Divided) vide

its letter no. 1966/P.R.D.A. (Urban Planning) Patna dated 28.2.2012 with reference to Company Application No. 4917 dated 25/02/2012 (25th Feb. 2016) and the specification for construction of the flat.

37. The purchaser is agreed to pay service tax or any taxes, cess, fee (if it is not included at this stage) at the time of final handing over of the flat/premises this the builder company is also liable to collect the requisite money and deposit the same in the specified head of Government/Semi Government/Public as the case may be. The vendee shall never raise any objection or clarification or justification regarding these type of levies.

38. The said project has to be provided and sanctioned for with fire safety norms as mentioned vide office of the state fire officer, Bihar Patna through his letter no. 2280 Patna dated 09.06.2016.

SCHEDULE 'A'

All the piece and parcel of premises bearing flat no. …… i.e. '…..' type on ……. floor of "PURNIMA NIKUNJ" measuring as …….. sq.ft. (…….……square feet) of super built up area situated at Mauza – Danapur Shahzodpur, Municipal ward no. …, survey plot No. 1597,Bearing Khata No. 391, Touzi No.5403, Thana No. 21 under Patna Municipal Corporation in the town and District- Patna circle- Danapur.

Dimension

North – 20' wide Kutcha road

South – Narendra Prasad

East – Main Road

West – Smt. Savitri Sinha

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals on this.

Signature of Vendor

PAN No.- APQPS7840P

Signature of Vendee

PAN No.- **…….**

EXECUTED AND DELIVERED BY THE

Vendors and the vendee above named at Patna in presence of

WITNESS:-

1.

2.