AGREEMENT FOR SALE

This AGREEMENT for Sale made and entered on this ---------- day of December, 2017.

BETWEEN

M/S SAMRAT VIJAY CONSTRUCTION PRIVATE LTD., a company registered under the Companies Act, 1956, having its registered office at 19, Aniket, 1st Floor, I.A. S. Colony, Kidwaipuri, Patna – 800001, through its Managing Director Shri Arjun Singh son of Shri Sakal Deo Singh, resident of 5 A Shaktidham Apartment, near Baba Lodge, S. K. Nagar, Patna – 800001, here in after called and referred the Vendee as Developer/Builder (which terms unless excluded by or repugnant to the context shall mean and include his heirs,

executors, administrators, legal representative, successors and assigns) of the SECOND PART.

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AND

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---, hereinafter called and referred to as the Purchaser/Vendee (which term unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, legal representative, successors and assigns) by nationality- Indian of the SECOND PART.

**RECITALS**

WHEREAS the land measuring 8 Katha 6 Dhur Equivalent to 14608 Sq. ft., situated at Ram Dayalu Nagar, Ganipur, P.S. Mahmadpur Kazi, Muzaffarpur was belonged to Smt. Janki Sinha wife of Late Shiv Kumar Singh, who inherited the said property after death of her husband and since date she is coming in peaceful possession of the said property as an absolute owner and accordingly she mutated her name in the record of the Government Srista as well as in the record of the Muzafferpur Municipal Corporation with regard to the house constructed thereon and since date she is paying revenue as well as Holding Tax to the concerned authority. In this way, she got perfect right, title and interest over the said property and she is fully entitled to use the said land as she likes

And whereas the said Smt. Janki Sinha wife of Late Shiv Kumar Singh wanted to develop her land and for this purpose she approached several developers and on account of negotiations between the parties, the landowner and the developer agreed certain terms and conditions by and between the landowner and the developer with regards to the transfer of the said premises and the construction of the said building by the developer and disposal of the Flats and parking space or any other tenements therein, the parties hereto are desirous of recording given Para wise into writing the terms of such agreement, a Development Agreement is being entered into between the parties hereto upon the

terms and conditions as decided between the parties and accordingly both the parties executed the said Development Agreement dated 27.05.15, which was registered as bearing Deed No. 166, Book No.1, Zild No. 4, Page No. 281 to 309 and has been preserved in total 29 pages in CD No. 1/2015 and on the basis of the said agreement M/S SAMRAT VIJAY CONSTRUCTION PRIVATE LTD. is going to be Constructed Multi-storied building on the aforesaid land known as **"Shiv Janki"** as per sanctioned map, sanctioned vide Case No. 30-03/2017 dated 30.03.17 in the name of Smt. Janki Sinha wife of Late Shiv Kumar Singh.

And whereas in terms of the said development agreement, the developer was entitled to get 52% (Fifty-two percent) of the total constructed area whereas the 48% (Forty-eight percent) of the remaining constructed area was to be given to the landowner and as per Apartment Act, the owner and Developers are the absolute owners of their respective shares and accordingly they will have full right, title, ownership, interest over the super built up area and the owner and Developer will be fully entitled to enjoy the above area or will be fully entitled to transfer, sale, alienate their interest in any manner as deemed fit to any person on such terms and conditions as may be decided by them.

And whereas the purchaser of the SECOND PART has inspected and/or otherwise satisfied himself about the right and interest of the builders over such land and is also aware of the fact that the builders have entered and are entering into separate agreements with several other persons and/or parties who are interested in purchasing the proposed flats etc. in the said complex and consequently the buyer applied for a Flat No. ----------, having an area of ---------- Sq. Ft. Approx (inclusive of common pool area) and the builders on the basis of the Development agreement dated 27.05.15 accepted the request of buyer and allotted him the said Flat No. ---------- on ---------- floor of the said building .

NOW THIS DEED OF AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. In this agreement unless it be contrary have repugnant to the context.

I. "BUILDERS" will mean the Builders above named and their Promoters as also their executors, successors and or successors in interest, assigns, representative and nominee or nominees.

II. "COMPLEX" shall mean all flats/offices/shops, parking space etc. to be constructed on the said land to be known as "SHIV JANKI".

III. "UNIT" shall mean any one flat/ office/shop with joint ownership of its floor, roof and undivided proportionate share in land and walls as explained in the Schedule- of this Agreement and shall also include the parking space if the same has been purchased by the buyer.

IV. "BUILDING" shall mean the multistoried building in which buyer has purchased his unit and/ or units.

V. "THE PLANS" shall mean the plans and designs of building to be constructed in the name of "SHIV JANKI" including any architects.

VI. "PARKING SPACE" shall mean the open or covered space reserved on the demised land or in the building for parking of a car described in the letter of allotment.

VII. "ARCHITECT" shall mean or persons or firm or Company whom the Builder may appoint from time to time the Architect for the COMPLEX.

2. THE BUILDERS WILL CONSTRUCT A COMPLEX KNOWN AS "SHIV JANKI" OVER THE SAID LAND DESCRIBED IN THE SCHEDULE- 'A' HERE IN UNDER IN TERMS OF SCHEME FRAMED BY THE BUILDERS.

(i) The builders will be entitled to make such change, additions and/or alterations in the said plans if require in future.

1. That the total consideration for the property has been fixed at Rs.---------- only and out of the said consideration amount, the Vendor has confirmed that the Vendee has paid Rs.---------- through Cheque No. ---------- dated ---------- of ----------Bank to the Vendor and the Vendor acknowledges receipt of the same.

2. That the possession of the said Flat will hand over after completion of the said building and the Vendee is confirming it.

3. That the Vendor declare, record and confirm the Vendee that the properties fully detailed in Schedule- 'A' below is not subject to any mortgage, lien or charges or any order or attachment by any Court or authorities nor it is affected by any notice of the Income Tax Department or by any notice of acquisition issued by the Government of Bihar or by any notice regarding any alignment or any scheme of the Government of Bihar or the M.M.C. or M.R.D.A. and free from any encumbrances and charges.

4. That it is also agreed that if the Vendee finds any undisclosed defects in the title of the Vendor to the aforesaid property or that the aforesaid property is subject to any notice of acquisition or attachment. It would be open to the vendee to rescind his agreement and to refund of the entire consider money.

5. That the vendor doth hereby declare that there is no other subsisting agreement for sale or otherwise in respect of the aforesaid property to any other person.

6. That all taxes and levies on the Scheduled property have been paid up to date and arrears if any, till the date of Possession shall be duly paid by them and future taxes in respect of the Scheduled property shall be paid by the Vendee.

7. That they have not created or purported to create any tenancy rights, license or other rights of use and occupation in respect of the Scheduled property.

8. That the Vendee shall be the sole and absolute owner of the scheduled-'B' property with attendant rights or ownership, possession, enjoyment and shall be entitled to deal with or dispose of the schedule- 'B' property to any one as deems fit without any interference, obstructions from the Vendor.

9. The Vendee, so as to bind himself, his heirs, legal representatives, executors, administrators and assigns with the consideration of promoting and protecting his rights as the owner of the construction and in consideration of the covenants of the Vendor binding on the purchaser of other undivided interest in the land described in Schedule-A hereto and the construction thereon, both hereby agree to be bound by the following covenants:

I. Not to raise any construction in addition to that mentioned.

II. Not to permit the use of constructions referred to in a manner, which would diminish the value or utility of the pipes, cisterns, and the like common amenities provided in the property described in Schedule-A or in any constructions made thereon.

III. Not to use the space in the land described in Schedule-A above left open after the constructions referred to for the parking of any other vehicles or to use the same in any manner, which might cause hindrance for the free ingress to or egress from any other part of the constructions.

IV. Not to default in the payment of any taxes or levies to be shared by the other joint owners of the property described in Schedule-A herein below or expenses to be shared by the owners of the constructions thereon or of any specified part thereof.

V. Not to decorate the exterior of the said Apartment otherwise than in a manner laid down by a majority of all other owners of the said Apartment.

VI. Not to make any arrangements for the maintenance of the building referred to for ensuring the common amenities therein for the benefit of all concerned other than those agreed to by a majority of all other owners of the said Apartments.

VII. Not to keep stock or display of any wares or any other material in the corridors or in any place intended for common use.

VIII. Not to display any signboards, advertisement board of designs without the prior approval of a majority of all other owners of the said Apartment and in places not sanctioned by a majority of all other owners of the said Apartment.

10. The Vendee herein acknowledges the following:

I. That the Vendee has examined the documents of title and possession of the Vendor and is satisfied that the Vendor is the absolute owner of the said Office space and also in possession.

II. Full right and liberty for all persons who along with the purchaser own the land described in Schedule- 'A' at all times by day or by night and for all purposes to go, pass and repass the staircases and the passage inside and outside the said Apartment.

III. Full right and liberty to the persons referred to supra in common with all other person with or without motor cars other permitted vehicles at all time, day and night, and for all purposes to go pass and repass over the land appurtenant to the said apartment described in the Schedule-A herein below.

IV. The free and uninterrupted passage of running water, soil, gas and electricity, to and from the said apartment through the sewers, drains waters courses, pipes and wires which now are or may at

any times hereafter be, in under or passing through the said Apartment or any part thereof.

V. Right of passage for the persons referred to supra in common with all other persons and their agents, licenses or workman to the other parts of the said Apartment at all reasonable times, on notices, to places where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.

VI. Right of passage for such persons, their agents or workman to the other parts of the said Apartment at all reasonable times, on notices to enter into for the purpose of cleaning, repairing, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbance as possible and making good any damages caused.

VII. The right to do all or by other act aforesaid without notice in case of an emergency.

11. The Vendee, in proportion of his share, along with other owners in the proportions of their shares, shall be deemed to have accepted the following conditions and to bear the following expenses:

I. All rates and outgoing payable if any in respect of the land described in the Schedule- A above and the said Apartment thereon.

II. The expenses of routine maintenance including painting, white washing, cleaning etc. and provisions of common services to the said Apartment as set out below.

a. Maintenance of the pumped, sanitary and electrical lines common to the buildings.

b. Replacement of bulbs in the corridors.

c. Payment of electrical and water charges for common charges.

d. Maintenance of potted plants and landscaped areas in the development.

e. Provision of day/night watchman.

f. Maintenance of lift.

III. Should the purchaser default payment due for any common expenses benefits or amenities, a majority of the owner while carrying out the services as contemplated above, shall have the right to remove such common benefits, or amenities from her enjoyment.

12. The purchaser here by agrees to refrain from using the car park space for the purpose of parking any heavy vehicles or to stock any goods whatsoever.

13. The purchaser hereby agrees to refrain from storing any inflammable material or goods in the car park.

14. The purchaser hereby agrees to refrain from putting up any temporary or permanent constructions/erections/partitions on or around the car park.

15. The Vendee shall not use the Car park in any manner that would adversely affect any of the constructions raised by the Developer on the Schedule-A land.

16. The Vendee agrees to strictly adhere to the rules and regulations that may be formulated by the association of owners.

17. That all the cost relating to get necessary permission from authorities if required and the cost of the Sale deed and registration shall be borne by the Vendee.

18. That the purchaser shall not be liable for any liability prior to the date of this agreement and all such liability will be borne by the developer.

19. That if the Vendee shall not pay the consideration amount on time, in that case he shall have to pay late fine @ 18% on due amount till the date of payment.

20. That If the Vendee fails to pay two consecutive installments of the consideration money in that case his allotment will be cancelled automatically, and he/she shall have to pay @ 5% of the total consideration amount, similarly if

the Vendee cancel the booking from own sweet will in that case he/she can do so but he shall have to pay @ 5% of the total consideration amount.

21. That the Vendor undertakes to handover the vacant physical possession of the said Flat to the Vendee on time provided that if any time is lost to the Vendor by such happening which is beyond the control of the developer which includes earthquake, fire, tempest or other inevitable cause as accident or from any strike or lockout affecting work, then so much of the time as is so lost will be further added to the above period. But if delay occur due to Developer, the Developer shall pay a compensation @ 2/- per Sq. ft. only per month till the handing over of the Super built up area to the purchaser with effect from the expiry of time given in the Development Agreement dated 27.05.15.

22. In case any dispute or difference arises before the delivery of possession and/or the dates of possession between the builders and the buyers relating to the interpretation of any of the terms and conditions of this agreement, then the same shall be referred to the arbitration. Such arbitration shall take place in accordance with the provisions of the Indian Arbitration Act 1996.

23. The Courts having original jurisdiction of Patna alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

24. All other agreements and/or agreements hereto before made which are in any way contradictory to or inconsistent with this agreement shall have no effect.

IN WITNESSES WHEREOF, the Vendor and the Vendee has put their signature after going through the contents of the documents and fully understanding the implication of the transactions in presence of the witnesses on this ---------- day of December 2017.

Witnesses:- Signature of the Vendor

**1.**

2. Signature of the Vendee

**SCHEDULE-'A'**

**(**Description of land on which the multistoried residential cum commercial complex known as "SHIV JANKI" is constructed)

A piece of land measuring an area of total land 8 Katha 6 Dhur bearing Thana No. 343, Khata No. 34 & 162, Khesara/ Plot No. 479 (old) 806 (new) and 475 under Ward No. 11 (old), 30 (new), Circle No.3A and Holding No. 455/454 (old) 776 (new), situated at Mauza- Ganipur ,Ram Dayalu Nagar, P.S. Mahmadpur Kazi, Muzaffarpur, within the limit of Muzaffarpur Regional Development Authority now Muzaffarpur Municipal Corporation and under the Jurisdiction of District Sub Registry Office- Muzaffarpur and the same is bounded as follows: -

BOUNDARY

| | |
|---|---|
| NORTH | : Zenith Petrol Pump |
| SOUTH | : House of Shri Vishwanath Jha |
| EAST | : Niz Land of landowner |
| WEST | : Road |

**SCHEDULE- 'B'**

**(DETAILS OF THE PROPERTY HEREBY CONVEYED)**

All that Flat No. ---------- on ---------- Floor of **"SHIV JANKI"**, measuring Super Built- up Area of ---------- Sq. Ft. (approx.), along with all kinds of its easements, claims, right, title, interest and articles thereon and therein including proportionate share of land in 8 Katha 6 Dhur bearing Thana No. 343, Khata No. 34 & 162, Khesara/ Plot No. 479 (old) 806 (new) and 475 under Ward No. 11 (old), 30 (new), Circle No.3A and Holding No. 455/454 (old) 776 (new), situated at Mauza- Ganipur ,Ram Dayalu Nagar, P.S. Mahmadpur Kazi, Muzaffarpur, with comprising of super built up area along with all kinds of its easements, claims, right, title, interest and articles thereon and therein including proportionate undivided share of the land of the said Apartment with all doors, Windows, fittings and fixtures which shall be aggregate of the following :-

(a) Carpet area comprised within the said Flat/ Office Space/Shop.

(b) Area of the walls and columns if any within and outside the said Flat/ Office Space/Shop save the wall or walls separate the said from the Flat on the same floor in which case 50% (fifty percent) of such common wall shall be taken into account.

(c) Proportionate share in the common space in the building like staircase on all floors, lift landing on all the floors, lift walls and its plant installation room, electrical common meter room, common passage on each floor and lobby on the Ground Floor etc. as well as water pump room, transformers and electrical sub-station rooms etc. outside or inside the said building.

(d) All easement rights appertaining to the said land building to be held and enjoyed by the Purchasers independently with other flats in the said building. The said Flat is bounded as follows: -

BOUNDARY

North :

South :

East :

West :

SCHEDULE-'C'

Total cost for the construction of the said Flat is Rs.---------- to be paid by the Vendee to the Vendor and the Vendee have paid Rs.---------- at the time of booking and rest amount will be paid in the following manner: -

1. 25% at the time of booking
2. Per 10% after starting of every floor
3. 5% at the time of delivery of the flat

Witnesses:- Signature of the Vendor/Developer

**1.**

2. Signature of the Vendee