AGREEMENT FOR SALE

This indenture executed this the ----- day of the month **---------** in the Christen year of **Two Thousand ----------**

BETWEEN

Sidhanta Estate Private Limited a Private Limited Company having CIN: U45201BR2008PTC014135 , Registered under companies Act 1956 having its registered office at Nicholas Godown, Near Hanuman Mandir, Daud Bigha, Kankarbagh Patna-800020, represented through its director Rakesh Kumar**, S/o. Shashi Kumar Rai,** residing at Road no. 06 'D', Near Devi Mandir, Gardanibagh, Patna 800001. Hereinafter referred to as the company (which terms thereof, means and include its administrators successors in flat and assigns) hereinafter called the **COMPANY/VENDOR and also the FIRST PART.**

AND

1. **----------**

(Which expression unless it be hereinafter referred to as 'BUYER' (Which expression unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs representation administrators successors and assigns.), hereinafter called the **VENDEE** and also the **SECOND PART**.

WHEREAS the aforesaid vendor is registered company and one of its main objectives to buy, sell, develop and deal in lands and buildings including commercial, residential apartment and to carry of business of company or societies, contractors, for all types of constructions for its prospective buyers.

AND WHEREAS the above objective the vendor entered into a Registered Development Agreement, under registered at Patna(the above development agreement is registered Sadar vide book no.- 1, Serial No 11868 , Deed no: 10543 , Volume No:247 on pages from 348 to 379, Having area 4 katha 18 dhur 12 dhurki i.e. 6710.911 Sq. ft. equivalent to 15.408 dec., dated 02.12.2015, respectively bearing situated on Municipal Survey Plot No.495/496, Khata No.: 25/37, Tauzi No. 5173, Thana No. 11, situated at Survey Mauza – Khajpura, Present at end of Mohalls – Akashwani Road, P.S. – Rajiv Nagar, at Distt. Patna, within the limit of Patna Municipal corporation .

AND WHEREAS THE COMPANY had decided to construct a multistoried building on the aforesaid land in the name and style of **RAVI RAJ ENCLAVE**.

AND WHEREAS the company got the plan prepared and approved by the competent authority for multi storied apartment to be constructed on the said land.

AND WHEREAS the buyer had taken inspection of the aforesaid documents and after becoming satisfied himself about the right, title & interest of the vendor to the said land / flat to be constructed.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties here to as follows: -

1. The company shall construct and complete a complex known as **' RAVI RAJ ENCLAVE'** over the said land in terms of the scheme framed by the company.

2. The buyer agreed to purchase from the company the said flat with equitable share in land described hereinafter at for a total consideration as mentioned in Part – I of the Schedule 'A' here under written and the company has agreed to convey the same in favor of the buyer at the said consideration.

3. The said total consideration has been calculated on the basis of super built-up area as detailed in Part -1 of the Schedule 'A' here under written in case any difference is found in the area at the time of taking final measurement after completion of the Building, the difference in consideration amount shall be adjusted accordingly. The certificates of the Architect in this regard shall be final and binding on both the Buyer and the Company.

4. The said total consideration shall be paid by the buyer to the company or its authorized representative as per the direction of the **VENDOR** to **Sidhanta Estate Pvt. Ltd.** In the manner set out in Part – II of payments shall always be made by crossed **A/c payee local cheque or pay orders or demand draft** drawn on any Bank of Patna in **favor of the Company.**

5. In case any sales-tax , service-tax , GST, purchase-tax or any other Govt. Duty tax (Not being Income tax) as prevailing there, if any tax payable in relation to the said flat and the same shall be on the account of the buyer.

6. The buyer shall made final payment of all the account under the agreement whether demanded or not by the company. In default of any amount in time the buyer shall be liable to pay an interest at the rate of 18% per annum compounded every month on all the amounts which become due to the company.

7. If the buyer shall not clear all his dues along with interest @ 18% per annum within 60 days from the date of the said amount become due as above. The Company / Vendor shall be entitled. On its own option, to cancel this agreement for sale of the said flat and enter in to a fresh agreement for sale the said flat with any other persons / purchasers. And the Company/ Vendor shall refund the amount to the buyer, which has been received from the buyer by the Company / Vendor after deducting 2% cancellation charge on the said consideration amount within 180 days from the date of cancellation.

8. As soon as the said flat agreed to be purchased by the buyer, where completed by the company or its authorized representative, it shall notify to the buyer of the said flat has been completed.

9. Within 15 days of the receipt of the notice given to the buyer by the company/vendor the buyer or its authorized representative shall take possession of the said flat after making full payment and / or deposit of all amounts becoming due to the buyer under this agreement and performs all other stipulated terms and conditions contained herein, the buyer shall be entitled to peacefully hold, posses and enjoy the said flat without any interruption by any person.

    - Provided that if the Buyer fails to make full payment of the said flat or fails to perform all or any such terms and conditions stipulated herein, the Company/vendor or its authorized representative shall be entitled to terminate this agreement for sale of the said flat.

    - After occupation, the Buyer shall not use the said flat for any purpose other than for which the said flat is being purchased by him. The Buyer shall keep the common area and the compound of the said and Building and the said complex neat and clean and in proper condition and shall neither occupy, interface hinder or keep or store any goods, furniture etc in the common area and compound of the said Building / Apartment nor shall use the same for any illegal purpose or in the manner which may cause any objection to the occupant(s) of other flats in the said building or the said complex.

10. From the date of possession the buyer agrees and undertake to pay to the company or society regularly and punctually whether demanded or not at all times the proportionate share of Municipal rents and taxes on the basis of the Municipal Assessment and of all the outgoing calculated either on actual amount in respect of the said flat including all rates, dues, duties, common utilities maintenance, charges including running sweepers, electrical etc. and all other expenses of and incidental the management and maintenance of the said complex as may be determined or fixed by the company or society as service charges on or before 7th Day or the every month.

I. The Buyer 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 company or society and generally do all and every act that the company or society may call upon the buyer to do in the best interest of the building and /or complex and the Buyer of other flat in the Building and /or the said complex.
II. The Buyer further agrees and undertakes that the Buyer shall always be bound to sign all papers and documents and to do all other things as the company may require from the buyers from time to time in behalf of safe guarding the interest of the company and the Buyers of the other flats in the said building.

11. The Buyers shall carry out all internal repairs of the said flat agreed to be purchased by him at his own cost and maintain it in good condition.

12. The Company covenants with the Buyer that the constructions of the said building shall be completed within 24 (Twenty Four) Months,02/12/2017 with grace period of six month i.e. 02/06/2018 provided further that the time for completion of his building shall be deemed to have been extended in the event of non-availability of building materials or delay in receipt of installments of the consideration amount from the buyer of other flats and or delay due force major clause, as provided herein , if the company is not able to give possession of the said flat to the Buyer on the above account of any reasonable cause the Buyer may not be entitled to any damage, whatsoever , but he shall be entitled to receive back the entire money paid by him to the company.

13. The buyer convenience with the company and with the company and through them with the buyer of other flats that he shall not ever demolish or cause to be demolished any part of the said building or any part of portion of the said building nor shall be at any time make or cause to be made any new construction of whatsoever, nature in the said building or the said not make additions or alteration to the said flat without the previous consent in written permission from the society framed by the company.

14. The Parking space or vacant land in the said complex shall be the sole and exclusive property of the company who shall be entitled to deal with or dispose of in such manner as company may deem expedient the buyer shall not be entitled to raise or nor shall raise or create any obstruction or hindrance of any nature whatsoever on such right of the company.

15. All costs, charges and expenses in connection with formation of the said co-operative / society as well as the cost of the preparing executing and registering of the agreement or agreement deed and deeds or conveyance or conveyance, transfer deeds any other documents or document required to be executed by the company as also the professional costs of the Attorneys of the company for preparation and

professional costs of the Attorneys of the company for preparation and approval of such documents and also the stamp duty applicable at the time of conveyance of Deed, shall be borne and paid by the buyer and that the company shall not be liable to contribute anything towards such expenses.

16. In case any security deposit is demanded by electricity authority, municipal authority or any other local authority of or supply of electricity, water , gas or another facility or utility or amenity, shall be determined by the society and shall be born and paid by the buyers in proportionate share.

17. All letters receipts and / or notice issued by the company and dispatched under registered post to the above address or such other address as may be intimated by the buyer shall be sufficient proof of receipt of the same by the buyer on the 7th day from the date of dispatched.

18. The Buyer hereby agree that the company shall be entitled to create equitable or any legal mortgage of the land and building in the said complex either in full or in part for obtaining loan itself from any bank or institutions or any third party for the purpose of construction of the said Building and / or the said complex for arranging loan for the Buyers of the other flats in the said complex.

19. The Company hereby agrees to return all loans and interest thereon if obtaining by the company for the purpose of financing the constructions before the final conveyance, It is however agreed by and between the buyer and the company of society shall not be responsible in any manner whatsoever in respect to the loan or loans arranged for the Buyer and / or the Buyer alone shall be responsible for the timely repayment of the same.

20. In reference to the agreement dated ---------- between the Vendor **Sidhanta Estate Private Limited** and the Vendee ---------- / Second part for purchase of One flat no. -------, having area of -------- Sq.ft. (Super –Buildup area) located at Akashwani Road, Patna of including of one covered car parking space and other charges.

DESCRIPTION OF THE PROPERTY

All that of the building Named **''RAVI RAJ ENCLAVE ''** having Super-built-up area of --------() Sq. ft which shall be bounded as follows.

North :-

South :-

East :-

West :-

PART – I

OF THE SCHEDULE ''A'' ABOVE REFERRED TO

Total consideration for sale of the **Flat NO.- ------** weigh equitable share in land thereon shall be only including **one car parking space,** (Further to this flat/car parking space value ''service tax extra as applicable will become / paid by the **Buyer / Vendee** at the time of payment related to the said flat)etc. super built-up area of the flat shall be aggregate of the following :-

a) Carpet area comprised within the said flat and area of the walls and columns, if any within and out side the said flat save the wall of walls separate the said flat to the other flats on the same floor in which case 50% of such common wall shall be taken in to account.
b) Proportionate share in the common space in the building like staircase on all the floors, lift-landing and open duct on all the floors lift wall and its plant installation room, electrical room, common meter room, common passage on each floor and entrance lobby, drive way, common parking and open space on the ground floor genset room etc. as well as water pump, water tanks (over head/ under ground) transformers and electrical sub station rooms, community hall (if provided) etc, outside the said building are also taken into account as service area.

c) SPECIFICATION :

Structure : R.C.C. Frame structure with brick work in cement as per design and Specification.

Frames : Door Frames (Chowkhats) of Sal wood/hard wood of size 5”X2.5”

Section as design & drawing.

Entrance Door : Entrance door shutters of 35 mm THICK ISI mark both side Teak with decorative BEADING.

Other Door : 32 mm THICK ISI MARK SOLID CORE FLUSH DOOR.

Window : Fully glazed COLORED ANODISED SLIDING ALUMINIUM Window With MS grill

Flooring : VITRIFIED flooring of standard quality & make

Kitchen : (a) flooring : Designer concept Somani/Orient/Johnson tiles

(b) Working Platform : Granite/Marble Slab Platform

(c) Dado : 24" designer concept Somani/Orient/Johnson tiles

(d) Sink : steel sink

(e) Hot & Cold : Hot & cold water line in kitchen

(f) Aqua guard point in kitchen

Dining Space : One number ISI mark Hindware/Cera/Perryware or equivalent White color Wash Basin in dining space.

Bathroom : (a) Flooring : designer concept Somani/orient/Johnson tiles

(b) Walls : designer bathroom concept Somani/Orient/Johnson tiles Up to 7' height

(c) Sanitary ware : White glazed vitreous sanitary ware of ISI mark Hindware/Cera/Perryware or equivalent.

(d) Fittings : chromium plated C.P. fitting of MARK/JAGUAR or Equivalent.

(e) Hot & Cold : Hot & Cold water line in both toilet.

Electrical : (a) All internal wiring in concealed conduits with COPPER WIRES of ISI mark

(b) All electrical MODULAR switches of ANCHOR/CONA or equivalent

(c) Adequate lighting /power points sockets, outlets etc, provided in ALL ROOM.

TV/Cable/Telephone : One T.V. points in ALL ROOMS and one telephone point Provided in drawing room and Master Bedroom

Internal Wall : All internal walls shall be finished with JK/BIRLA WHITE PUTTY Of interior grade.

External wall : Exquisitely designed classical exterior with ASIAN/ ICI SANDTEX MATT TEXTURE paint.

Parking Area Flooring : CRAZY mosaic flooring in Grey Cement or non skid Vitrified tiles.

Stair Landing & Entrance : DESIGNER TILES/MARBLE flooring as advised by Architect.

Water Proofing & Sunken Slab to Toilet : Double coat techoxy treatment of CHOKSEY CHEMICAL, ROFF CHEMICAL Or equivalent.

Top Floor Slab Treatment : HEATING PROOFING TREATMENT as per specification Given by architect.

Overhead Water Tank : Overhead water tank of adequate capacity of inside of Walls & floors of tank done CAST-IN-SITU mosaic.

Boring &Tube Well : Boring & tube well of adequate capacity of direct/reserve Circulation machine with adequate size KSB make or any Other equivalent submersible pump.

Generator : KIRLOSKAR/CROMPTON GREAVES/ASHOK LEYLAND or equivalent SILENT GENERATOR of adequate capacity says 25 KVA.

Lift : Manual elevator of KONES/OTIS/THYSSENKRUPP.

Foundation : As per structural design & drawing.

Cup Boards : Only brick wall space finished with plaster & putty, shall be Provided for wardrobe as per architectural design.

Fire Fitting : As per local fire norms.

PART – II

OF THE SCHEDULE ''A'' ABOVE REFERRED TO

The total Rs. ------- (Rupees) only as mentioned in Part – I of the Scheduled ''A'' here in above shall be paid by the buyer to the company in installment as follows and within 7 days of demand :-

It is pertinent to mention here that the buyer has already paid Rs.-------- only by cheque as per the details mentioned in Part - II of Schedule – A and the Vendor/ Firm hereby acknowledge the said payment vide the below mentioned payment details.

PAYMENT SCHEDULE :-

1ST Installment	-----	25%	At the time of Booking
2nd Installment	----	15%	After Parking Roof Casting
3rd Installment	----	15%	After 2nd Floor Roof Casting
4th Installment	----	15%	After Top Floor Roof Casting
5th Installment	----	15%	After Bricks Work
6th Installment	----	10%	After Finishing
7th Installment	----	05%	Before Possession

NOTE :-

- Possession Only after final settlement of accounts, i.e. after no dues certificate from company.
- Extra Work in Flat on Pre – Paid Basis.

IN WITNESS WHEREOF the company here to have executed and delivered these presents on the day, month and year first above written by the company hereto in the PRESENCE OF :-

Witness

Signature of developer
(VENDOR)

1.

Signature of Buyer
(VENDEE)

2.