AGREEMENT FOR SALE

THIS INDENTURE IS EXECUTED on this **20th** day July, 2015

BETWEEN

M/S. Aparna Architect and Engicons Pvt. Ltd. Having its registered office at Hotel Maharaja Inn Campus, Rajendra Path, Patna, Distt- Patna, presently 404, Hitech Arcade, Rajendra Path, Patna-1, represented through its Managing Director, **Sri Kamalesh Kumar Singh,** S/o Sri Bhagwan Singh, resident of Bye Pass Road, Anisabad, Patna

by profession Business and by nationality Indian, hereinafter called the DEVELOPER (which term unless repugnant to the context shall include its Successor, assignees, representatives, executors, administrators and successors-in-interest) FIRST PART.

AND

…… S/o- Sri Abhiram Chaudhary, Resident of Vill+PO- Nehra, PS- Manigachhi, Distt- Darbhanga, Bihar, hereinafter referred to as the BUYER (which terms and expressions shall unless it be repugnant to the context or meaning thereof mean and include her heirs, executors, legal representative, administrators, successors in the office and assigns) of SECOND PART.

WHEREAS, the aforesaid Vendor/developer, the First Party, is Builder and its main object is to buy, sell, develop and deal in land and building including commercial and residential apartments and to carry on business of building contractors for all types of construction for its respective buyers.

AND WHEREAS, to achieve the above objective the First Party entered into a Development Agreement on (Date) with …… S/o ……., resident of ……., P.S.- Gardanibagh, Dist. Patna, to develop and construct multistoryed building over the respective land bearing **Plot no. …….** under **Khata no……** and **Thana no.- ……** situated at Mauza– **…….** measuring **……..sqft.**, which has been registered in the Office of Sub Registrar Danapur bearing its' Book No.- ….., Deed No.- ……, Volume No. …., page No. … to …., C.D. ……, on (…….)

AND WHEREAS the First Party also entered into a Development Agreement on (Date) with **……. S/o,** D/o, W/o: Late Sita Ram Sah & W/o Sri Ram Jivan Saw, resident of Village- Rupaspur, P.S.- Danapur, Dist.- Patna, …… **S/o,** D/o, W/o

…… resident of Village- ……., P.S.- ……., P.O.- ……. Dist.- ……., (Name)**..... S/o,** D/o, W/o …….. resident of Village & P.O. Bayapur, P.S.- Maner, Dist. Patna to develop and construct multistoried building over the land bearing **C. S. Plot No……..** under K**hata No ……., and Thana No. 20**, situated at Mauza – **……..**, known as ……..., P.S.- ……., ……Rupaspur, and District Patna, measuring about **……. Sq. Ft.** which has been registered at the Office of Sub Registrar Danapur Patna bearing it's Book No.- 1, Deed No.- ……, Volume No. ……, Page No.245 to 266, C.D. No. 10.

AND WHEREAS all the above Land owners have accepted that the builder will treat all the plots in one single and shall construct the multistoried building over the same.

AND WHEREAS the Builder decide to construct and sell a Multi Storied Building over the aforesaid land in the name and style of **MANORAMA MANSION**comprising two Blocks-**A** at **Dhanaut**, known as west of KARORICHAK, PATNA, Patna, P.S.- Danapur, Present P.S.- Rupaspur, Dist.- Patna, and whereas the First Party got the plan prepared for building to be constructed on the said land which has been approved by Danapur Nagar Parisad Danapur vide Danapur Nagar Parisad Plan Case No. ……..

AND WHEREAS the share of Builder and Land Owners has been decided through a Deed Memorandum of Understanding and according to said M.O.U. several Flats and Car Parking Space has been allotted to the Builder and the Land Owners.

AND WHEREAS according to the provisions of the Bihar Apartment Ownership Act 2006 vide section 5 (2) and further clauses of

Development Agreement the builder is entitled to Sale/Transfer his allotted shares as the Absolute owner and the Land Owners have no concern for the same.

AND WHEREAS, the buyer has taken inspection of the aforesaid document and after becoming satisfied himself/herself/themselves about the right, title and interest of the First Party over the said land and is also aware of the fact that the First Party has entered and entering into separate agreements with several other persons and / or parties who are interested in acquiring the proposed residential flats, parking space in the proposed **MANORAMA MANSION**

AND WEREAS, the buyer has also inspected and/or otherwise has decided to acquire a flat and parking space in the said building more fully described in Schedule I hereto on the terms and conditions hereinafter mentioned.

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

1. The Builder shall construct and complete the apartments over the said land and the entire area of land has been named by the builder as **MANORAMA MANSION** The Builder started to construct apartment with name of **MANORAMA MANSION** over the said land in terms of Specification mentioned in Schedule II.
2. The buyer has agreed to acquire from the Builder the said residence unit as described in the schedule I and common specifications and goods like Lift, Generator, Transformer, Intercommunication etc. mentioned in the Schedule II hereunder written and the builder has agreed to transfer the same in favour 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 the Schedule III hereunder written.
4. The said total consideration shall be paid by the buyer to the Builder or it's authorized representatives in the manner set out in Schedule IV hereinafter written It is also agreed that all such payments shall always be made by Cash/crossed A/C payee cheques or pay orders

on any Bank in Patna in favour of the firm (**M/S Aparna Architect and Engicons Pvt. Ltd.**).

5. In case any tax, purchase tax or any other Govt. duty or tax (not being income tax) including Service taxes and Charges are payable in relation to the said unit or the said building, the same shall be on the account of the buyer/or the buyers of other units as the case may be and the buyer further agrees and undertakes to keep the Builder indemnified against any such proportionate claim or demand failing on said unit and that may be made by any authority.

6. The buyer shall make timely payment of all amounts under the agreement whether demanded or not by the Builder. In case of default of payment of any amount in the buyer shall pay to the Builder or its representatives interest at the rate of 24% per annum compounded every month on all the amounts which becomes due and payable by the buyer to the Builder under the terms of this agreement calculated from the date of the said amount become payable. That payment of interest shall not prevent cancellation of this agreement by the buyer to the firm on due date. It is specially agreed that time for payment of the consideration amount by the buyer to the Builder set out in schedule V hereunder written shall be the essence of the agreement.

7. On the Buyer not clearing all his/her dues along with interest @ 24% per annum within 30 days from the date of the said amount become payable and/ or on the buyer committing breach of any the terms and conditions herein contained, the Builder or its representatives shall be entitled at its own option to cancel and terminate this agreement in which event all right, title and interest of the buyer said unit shall be extinguished and the Builder shall have further right, title and interest over the said unit to sell the same to any other person. The Builder apart from interest @ 24% per annum on all delayed payments shall be entitled to a liquidated damages of 2% of the total consideration amount mentioned in schedule IV hereunder written whichever is higher and the builder after making such appropriation shall refund the balance amount to the buyer within 120 days from the date of such termination.

8. Within 30 days of the dated of notice given to the buyer by the Builder or its representatives the buyer shall take possession of the said unit after full payment and/or deposit of all amount becoming due by the

buyer to the Builder under this agreement and buyer would be liable to pay a holding charge @ 5/- per Sq.Ft. per month if he/she/they fails to take possession in within 30 days from the date of issue of offer of possession and interest @ 24% on delayed payment, if any.

9. If even after 60 days of offer of possession the buyer fails to make full payments aforesaid and take delivery of possession the Builder or its authorized representative shall be entitled to terminate this agreement of the said unit at the entire risk and cost of the buyer and the buyer shall be liable to pay full cost, charges and expense that may be incurred by the Builder.

10. Provided that the entire consideration amount and deposits etc. due by the buyer are paid to the Builder and buyer performs all the terms and conditions and stipulation contained herein to be performed and observed the buyer shall be entitled to peacefully hold, possesses and enjoy the said unit without any interruptions by any person or person lawfully or equitably claiming for under or in trust of the Builder.

11. After completion the buyer shall not use the said unit for any purpose other than for a which the said unit is being acquired by him/her except with prior written permission of the Builder. The buyer shall keep the common area and the compound of the said building in neat and clean condition and shall neither occupy interfere hindrance or keep goods, furniture etc. in common space or in the manner which may cause annoyance to the buyer of other unit of the said building.

12. From the date of possession the buyer agrees and undertakes to pay regularity and punctually whether demanded or not at all times the proportionate share of Municipal Rent and Taxes on the basis of the Municipal Assessment of the outgoing charges calculated on actual amount in respect of the said unit including all taxes.

(i) Until such time the conveyance of the entire units of **MANORAMA MANSIONBLOCK – A** building is executed as hereinafter stated the buyer irrevocably agrees to abide by all the justified rules and regulations framed or to be framed at any time and from time to time by the Builder and generally do all and every acts related to the building and the buyer of other unit in the said building.

13. After occupation of the Unit by buyer, the buyer shall carry out all internal repairs of the said unit agreed to be acquired by him/her at his/her cost and maintain it in good condition, safe order and shall observe all the rules and bye-laws of the society of the building when formed and registered.

14. The buyer covenants with the firm and through them with the buyers of other unit of the building that he/she shall not ever demolish or cause to be demolished any part or portions of the building nor shall be at any time make or cause to be made by any part thereof. The buyer further covenants that he/she shall not make any addition or alteration to the said unit without the previous consent in writing of the said association of the building when formed.

15. That the buyer shall not claim except in respect of the said unit hereby agreed to be acquired and detailed and explained in the schedule II hereunder. It is being agreed that all common spaces, lobbies, open spaces etc. shall be enjoyed jointly. The unsold unit and free parking space of the said MANORAMA MANSION shall remain the exclusive property of the builder. The buyer further agreed not to display sign board in open space without the written consent of the Builder.

(i) That the firm shall have the right to construct and raise stories with the consent of the land owner or put up a additional structure on such roof and/ or the vacant land/or additional to be acquired during the construction and after the construction of the said MANORAMA MANSION and such additional structure shall be entitled to deal with or dispose of in such manner as the builder may think proper, but however the builder shall not raise or create any obstruction or hindrances of any nature whatsoever on such right of the buyer, not the buyer shall claim any right and interest in such additional structure constructed or raised on such roof or vacant land in the said MANORAMA MANSION APARTMENT.

16 All costs and expenses in connection with formation of the said Cooperative Housing Society or Association/s as well as costs of the preparing executing and registering, transfer of Deeds or any other document of documents required to be executed by the builder as also the professional or the costs of attorney of the Builder for preparation and approval of such documents and also in stamp duty applicable at the time of conveyance of deeds shall be born and paid proportionately by

the buyer and the Builder shall not be liable to contribute anything towards such expenses.

17. If any maintenance deposit will be required before handing over the flat to flat owner(buyer), then he/she will has/have to deposit the amount calculated by builder before possession.

18. In case any security or deposit is demanded by Municipal authorities or any other legal authority for supply for telephone intercom, gas or any other facilities or utility, the buyer shall contribute proportionately as shall be determined by the builder/society of the buildings.

19. All letters, receipts and/or notices issued by the Builder and dispatched under certificate of posting to the above address or such other addresses as may be intimated by the buyer shall be sufficient proof of same by buyer on the 4th. Day from the date of dispatch.

20. The buyer hereby agrees that the Builder shall be entitled to create equitable or any legal mortgage, the land and building in the said MANORAMA MANSION either in full or in part of, for either obtaining loan for itself from any Bank or Institutions or any third party for facilitating /or arranging loan for the buyer shops, flats in the said MANORAMA MANSION from any Bank or Financial Institutions.

21. The firm hereby agreed to return all loans and interest, if obtained by the Builder for itself for the purpose of finishing the construction before the final conveyance of the unit by the buyer to association. However the final transfer of the flat and proportionate share of the land to the buyer will be free from any loan, interest, liabilities of the builder. It is however agreed that the Builder shall not be responsible in any manner whatsoever in respect to the loan arranging for the buyer and/or the buyer of other unit as aforesaid and the buyer alone shall be responsible for the timely repayment of the same..

22. The buyer hereby agrees and undertakes to furnish, sign and verified all papers and documents as and when required by the Builder or its authorized representatives for assisting the buyer in obtaining loans from Banks or Financial Institutions. The buyer further agreed and hereby irrecoverably authorize the Builder to receive all loans amount as

and when received towards existing and/of further installments payments by the buyer as detailed and set out in the schedule IV hereunder written.

23. The buyer member shall have undivided proportionate share in land over which **MANORAMA MANSION BLOCK – A** are to be constructed in case of any unnatural accident of the building.

24. That after payment full and final consideration amount the parties will executed a Deed of Absolute Sale and the First Party shall not deliver the physical possession of the flat to the second party unless Deed of Absolute sale is executed between the parties.

25. That carpet Area of Flat will comprise within apartment, The roof of the said Flat be used both as the roof of the said Flat as well as the floor of the said unit above the roof and floor of the said apartment shall jointly belong to the buyer of the Flat directly above and under the said Flat and the floor of the said flat shall be used both as the floor of the said flat as well as roof the flat/unit below it.

26. That the walls and columns if any within and outside of the said Flat have the wall separating the said unit from the other flat on the same floor shall belong jointly to the member buyer and the said common wall separating the unit from other unit on the same floor shall jointly belong to the buyer of other such unit and in which case 50% of common wall shall be taken into account.

27. That the proportionate individual share in the common utilities areas and land within the boundary wall of the building jointly belong to the buyer of the other Unit in the said building.

28. The buyer shall have common and proportionate right in common facilities like corridors, passage, staircase, lift, lift machine room, water tanks, projection, electrical room, generator room etc.

29. (a) The in case any dispute or differences arises the same shall be referred to Arbitration under Arbitration Act. 1940.

(b) The Court having original jurisdiction in the town of

Patna alone shall have Jurisdiction in all matters relating to or arising out of this Agreement.

SCHEDULE – 1

(Which will be the exclusive property of the purchaser)

All that piece and parcel of residential **Flat on ….. Floor**, in **BLOCK-A** of **MANORAMA MANSION**, bearing **Flat No- ……**, measuring super built up **area 1450 Sq.Ft.** (approx.) along with **Car Parking No- …..** for one car on ground floor of **BLOCK – A** of **MANORAMA MANSION** Super built-up area, which shall be aggregate of proportionate share in land and in 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 master room, common passage on each floor and entrance lobby, driveway, common parking and open space on the ground floor, Genset room etc. as well as water pump, water tanks, transformer and electrical sub station room all other common facilities, etc. land measuring area **23669.95 Sq.ft. in c.s. Plot No. 270, 272, 275 and 276** under **KhataNo.75, 59 and 48 andThana No. 20**, situated at Mauza – **Dhanaut**, known as west of KARORICHAK, PATNA and District Patna.Valuation Code No. 073. The Flat is more fully bounded as follows:-

Boundary of the Apartment

North :-

South :-

East :-

West :-

Boundary of the Flat No. ……

North :-

South :-

East :-

West :-

SCHEDULE – II

(SPECIFICATION)

1-Foundation	:	RCC under reamed Pile foundation.
2-Structure	:	RCC framed Earth Quake resistant framed Structure.
3-Brick work	:	No. 1 (One) Brick work in Cement Mortar (1:4)
4-Plaster	:	1/2" plaster in cement mortar 1:4 on bricks and 1:4 cement mortar on R.C.C. surface.
5-Doors	:	All Door to be flush door of 30 mm and main entrance door of teak wood duly polished.
6-Windows	:	Hard wood with steel grill/Aluminum Window
7-Flooring	:	Vitrified tiles flooring in flat, and Ceramic tiles in bath room.
8-Toilets	:	Provision of hot and cold water supply in all toilets, Sanitary of branded make Glazed tiles up to 7’ Ft. height.
9-Kitchen	:	Granite Platform, coloured ceramic tiles upto 3’ height, stainless steel sink.
10-Electric Fittings	:	Copper wire in concealed PVC conduits provision shall be made to sufficient lighting power points, switches, sockets, telephone and TV points in all bedroom, Drawing / dining room of standard make,

11-Internal Finishing	:	POP in all bedrooms, drawing/dining room.
12-External Finishes	:	Water proof paint with exterior grade paint or equivalent to suit building elevation.
13-Lift	:	One at least 4-6 persons comfortable Lift for all floor of standard company.

Any additional facility, if provided will be charged extra.

SCHEDULE – III

Total cost of Flat including Proportionate land and Cost of Car Parking Space	:	Rs.
Generator Facility	:	Rs.
Electricity 4K.W.	:	Rs.
Intercom Facility	:	Rs.
Total	**:**	**Rs.**

If one time maintenance Charge will be required then flat owner /purchaser will be liable to pay before taking possession.

The aforesaid Consideration amount will be not change subject to the payment on below schedule time.

Service Tax extra Paid by the Purchaser of flat vide Ch No- of **Rs of** (Bank Details)

SCHEDULE – IV

Amount paid by buyer before the execution of this Deed dated …vide Chq No.....: Rs. …….

Balance dues upto ……. : Rs. ……../-

Total :

IN WITNESSES WHERE OF the parties hereto have executed and delivered these present on the day, month and year as first above written in the presence of witnesses below :-

WITNESSES **SIGNATURE OF FIRST PARTY**

1.

2

SIGNATURE OF SECOND PARTY