(Agreement for Sale-Flat)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS EXECUTED ON THIS **.....th**, DAY **OF ……..., 2018** (TWO THOUSAND AND EIGHTEEN) OF CHRISTIAN ERA;

BETWEEN

Rudra Constructions a Partnership firm under the Indian Partnership Act having its Office at 503, Hariom Commercial Complex , New Dakbunglow Road, Patna – 800 001. Represented through its Partner **Sri Girja Kumar** S/O Late Laxmi Narain Mehta resident at Jai Mateshwari Apartment, Exhibition Road, Patna 800 001. Hereinafter

Sign. of Executant

Signature of Executant Second

referred to as the Firm (Which terms expression shall unless it be repugnant to the context or meaning thereof means and include its administrators successors and assignees) hereinafter called the Vendor and also the FIRST PART.
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Mobile :

AND

Sri ..... son of Sri ....., resident of ....., Mohalla- ....., P.S.- ....., District- ....., Bihar, hereinafter called the intending PURCHASER/VENDEE/SECOND PARTY (which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, successor-in-office, and legal representatives, executors, administrators and assigns) of the **SECOND PART.**
Mobile no.

WHEREAS in this agreement called the Agreement for Sale unless it be contrary to the context, the following words shall have the Following meanings:-

A) " SCHEDULE LAND" Shall means all that the piece or Parcel of the land described in the schedule-A hereunder written and include any new building or buildings and /or the additional story or stories for the time being.

B) "FLAT" as Described in Schedule-B

C) "COMMON PART" as described in the Schedule-C.

D) "COMMON EASEMENTS" in relation to any Flat means the easement, quasi-easements, rights, privileges and appurtenances appertaining to such flat of the reasonable enjoyment and occupation of such flat and shall also include the reciprocal easement, quasi-easements, obligation and duties of the like nature of others flat in the said building in or upon such flat or on part thereof.

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E) "Co-PURCHASERS' shall mean the person of persons who acquired the flat of the said purposed building from the Owners Share or Builder's Share.

F) "DEVELOPMENT AGREEMENT" shall means the Registered Development Agreement **18.05.2015** between named Land owners namely (1) Sri Sharmanand Singh s/o Late Ganga Mahto (2) Smt. Saroj Devi w/o Sri Sharmanand Singh (3) Sri Chandan Kumar (4) Sri Chanchal Kumar (5) Sri Vikas Kumar all sons of Sri Sharmanand Singh, all are resident of Chakmusallahpur, P.S.- Kadamkuan, Distt.- Patna, Bihar and Builder/Developer namely **Rudra Constructions** a Partnership firm under the Indian Partnership Act having its Office at 503, Hariom Commercial Complex , New Dakbunglow Road, Patna – 800 001. Represented through its Partner **Sri Girja Kumar** S/O Late Laxmi Narain Mehta resident at Jai Mateshwari Apartment, Exhibition Road, Patna 800 001.

G) " Proportionate Share" Shall means in the Case of any Flat and/or car parking space the proportionate or ratio which the flat bear to the total area along with undivided proportionate share of common areas along with land.

H) "THE PRONOUNCE 'HE OR SHE" in these presents shall means and be construed to have been used to means any person or persons (male or female) a firm, a company, or any other legal entity capable of holding property if he context so admits.

Whereas, the DEVELOPER has become the developer of the property (Details in Schedule- A), through their Registered Development Agreement as per the Bihar Apartment Ownership Act 2006, under registered at Danapur in Book No. 1, Volume No. 100, C.D. No. 16/2015, pages from 578 to 596, bearing Deed No. 5007/2015 in respect of the land measuring 50 Decimal under Plot No. 74, Situated at Mauza – **Sikandarpur**, P.S. –

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Danapur, Dist. – **Patna (Bihar)** , Tauzi no. -**5852**, Khata no. **41**, Thana no. – **17** in the Town and District of Patna.

RECITAL

WHEREAS the aforesaid vendor is partnership firm and one of its main objectives to buy, sell develop and deal in lands and building Complex and to carry of business of Firm or societies, contractors, for all types of construction for its prospective buyers.

AND WHEREAS Land measuring 50 Decimal under plot No. 74 Situated at Mauza – **Sikandarpur**, P.S. – **Danapur**, Dist. – **Patna (Bihar)** , Tauzi no. -**5852**, Khata no. **74**, Thana no. – **17** within the limit of Nagar Parisad Danapur Nizamat area Sub Registry Office, Danapur and District Registry Office, Patna, which is bounded as follow:-

North :- Sri Laxmi Narayan Mahto.

South :- Sri Ramdas Singh.

East :- Sri Badri Gope.

West :- Branch Road.

Note :- Govt. value is mentioned at **Code No. 048 & Zone - 2** of M.V.R. 2016-17.

And whereas, land of the building is the purchased property of Mosmat Gulabia Devi wife of Late Ganga Mahto through a registered deed of Absolute sale executed by Sri Basanti Mahto daughter of Late Mukundi Mahto, resident of Mohalla- Sikandarpur, Pargana- Phulwari, Thana- Danapur, P.O.- Digha, District- Patna on 07.04.1958, which is Registered in the Sub Registrar Danapur in book no. 1, volume no. 14, pages 379 to 381 bearing deed no. 996/1958 dated 23.06.1958. Since then Mosmat Gulabia Devi came in actual physical possession over the land as absolute owner and partitioned the said property among two sons namely Sharmanand Singh and Laxmi Narayan Mahto, which memorandum was prepared on 01.04.1999. Accordingly land fully mentioned in part-I of this deed along with other

properties came in the share of Sharmanand Singh. Accordingly Sharmanand Singh jointly with wife Smt. Saroj Devi and three sons namely Chandan Kumar, Chanchal Kumar and Vikash Kumar, came in actual physical possession over the land and mutated their names in the state serista and paying rent to the Govt. of Bihar.

And whereas, the LAND OWNERS are desirous to develop their properties by getting multi-storeyed residential building, parking space etc. and as such approached the DEVELOPER / BUILDER / FIRST PARTY who is DEVELOPER to develop the said property (Details in Schedule- A) and to construct multi-storeyed residential complex over the same as per plan prepared by them and approved by the competent authority of Patna Municipal Corporation with the material available in the market and in conformity with the plans, elevation and sections in the said sanctioned plan and with suitable walls, ceilings, floors, partitions, staircases, roofs, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such building and/or the flats therein in a decent style, for the same the DEVELOPER / FIRST PARTY entered into a Development Agreement with the Land Owners mentioned above.

And whereas, in pursuance of the said Development Agreement the Developer/First Party is entitled to nominate any such person or purchaser intending to purchase a Flat/Flats in the property of the Land Owners to take a conveyance of an undivided and demarcated proportionate share or interest in the property from the LAND OWNERS upon such person or Purchaser agreeing to observe and perform the terms conditions and covenants of an agreement for sale to be entered into with the owner in that behalf.

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And whereas, the builder would be entitled to charge such amount or amounts as may be agreed upon between the developer / builder / first party and its customer or intending purchaser for the cost, charges and expenses of and incidental to the construction and completion of the flats / flats and also for proportionate share of the cost, charges and expenses of and incidental to the construction erection and completion of the common parts, the common conveniences and the common amenities appertaining thereto from its customers or its intending Purchaser.

And whereas, by said Development Agreement the Developer / Builder / First Party was thereby authorized to approach and/or procure or customer agreeing to purchase as on ownership basis a flat/flats in the proposed building for whom the Builder shall and will construct flat or flats, the common parts and the common amenities and the common conveniences relating to the thereto in a substantial and workman like manner in conformity with the said sanctioned plan bearing Plan Case no. ..... Dated ..... and with the proper and suitable walls, ceiling, floor, partition, staircases, roofs, common parts, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such flat/flats in a decent style.

And whereas, by the said Development agreement it was further provided that until completion of said building in all respect and execution of all the conveniences in respect of all the flats of the Builder's customers, the builder shall be in charge of and was thereby authorized to take charge of the upkeep and maintenance of the said building.

And whereas, the intending purchaser has inspected the said Development Agreement and also seen approved plan and has agreed on ownership basis of FLAT NO. **.....** in on the **.....** Floor having Carpet Area ..... Sq. Ft.,

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Balcony Area.....Sq. Ft., Outer Wall Area.....Sq. Ft., Service Area.....Sq. Ft. more or less alongwith one reserved car parking space described in the schedule- B hereto including all internal partition walls, all outer walls, fifty percent of the walls common with the adjacent floor space together with the common easement and right in common parts the common parts amenities and the common conveniences relating thereto on terms and condition herein after appearing.

NOW THIS AGREEMENT WITNESSED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the intending Purchaser has agreed to purchase a Flat being **.....** in on the **.....** Floor having Carpet Area ..... Sq. Ft., Balcony Area.....Sq. Ft., Outer Wall Area.....Sq. Ft., Service Area.....Sq. Ft. more or less and one reserved car parking space on the **……** Floor along with undivided proportionate share of land of the proposed multi storied residential complex named **"Sharmannand Complex"** constructed over schedule- (A) property for a consideration of **...../- (Rupees .....) only.**

2. That in consideration of the flat the sum of ...../- (Rupees .....) only paid through Cheque/Cash booking amount by intending purchaser to the Developer / Builder / First party as part payment towards the said costs, charges and expenses as and by way of earnest money (the receipt whereof the Developer / Builder / First Party hereby admit and acknowledge) and in further consideration the intending purchaser agreeing to pay ...../- (Rupees .....) only in the manner as mentioned in Payment Schedule- D under written, the Developer/Builder/First Party has agreed to construct and erect the said flat as per the specification more particular described in Schedule– E.

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3. That the intending purchaser agrees with the builder that the builder may make such addition, variation and modification in the flat as may be deemed necessary or may be required to be done by the builder at the instance Nagar Parisad Danapur Nizamat or any other Competent Authority. The Builder/Developer has full right to submit the sanctioned plan for re-sanction at any point of time for such addition variation and modification. The intending purchasers shall neither be entitled to any compensation nor to rescind this contract in case of any addition, alteration or deviation that may be done by the builder and the intending purchasers hereby his/her/their consent "to such addition, variations, alteration, modification and deviations and the intending purchasers shall not be entitled to make any objections thereto.

4. That the intending Purchaser agrees to pay the said consideration amount to the builder in manner as mentioned in schedule- D all charges in respect of any additional work or alteration in the flat as may be incurred by the builder before for the intending Purchaser shall be payable to the Builder before possession/delivery to the intending Purchasers.

5. That after completion of construction of the said flat and the common parts thereof and the receipt by the intending Purchaser of any notice from the Builder to take possession of the said Flat Constructed by the Builder, the intending Purchaser shall within 15 days from receipt of such notice deposit and keep deposited with the builder the following sums as security in respect of the said flat for the discharge of the obligation.

6. That under no circumstances possession of the said flat be given by the Builder to the intending Purchaser until and unless all payments, deposits and dues required to be made under this agreement by the intending purchaser have been

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paid in full to the builder, subject as herein before stated and also subject to the terms contained in the Agreement, the possession of the said flat shall be given within **..... (.....) Years** with a grace period of 6 (Six) months provided, from the date of execution of this agreement the plan by the Nagar Parisad Danapur Nizamat/Competent Authority or execution of these presents whichever is later subject to availability of cement, steel or other building materials, or power connection from the competent authorities, drainage connection provided further in the event of happening of any labour problem or any act of god such as earthquake, flood or any other natural calamity and/or enemy, war restriction by the government, Nagar Parisad Danapur Nizamat or other public authorities or any cause beyond the control of the builder, the builder will not to be liable for any consequential delay and/or damages thereof.

7.That except in respect of the undivided proportionate share or interest in the said property agreed to be sold by the owners and save and except the right in the said flat, the easements, Quasi-easements, benefits, privileges and advantages in common to be conferred or granted by or under the conveyance to be executed and registered in favour of the Intending Purchaser shall have no claim or right of any nature in the other flats, floor spaces and areas of the said property and /or the said building adjoining above or beneath of his /her/their flat.

8. That the intending Purchaser have no any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof until the execution and registration of the appropriate sale deed in favour of the intending Purchaser by the power or through his Constituted power of attorney. Such sale deed shall contain all usual terms and covenants as contained in case of a sale deed of

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flat and shall be prepared registered and completed by and at the cost of the intending Purchasers, Further it will be liability of the intending purchaser to pay any taxes, duties, levies, surcharges etc. levied either by the State Govt or by the Central Govt or jointly by them. Currently or in the future on full or part of the flat on the undivided proportionate share of the intending purchaser's land. In case Extra amenities have to be provided to the intending Purchaser at the instance of Nagar Parisad Danapur Nizamat, The same will be chargeable.

9.That unless prevented by unforeseen/unavoidable circumstances as aforesaid the builder shall within the time aforesaid construct and complete construction of the said flat for and behalf of the intending Purchasers and shall deliver possession thereof to the intending purchaser and shall also on the said date complete the common parts thereof for beneficial use and enjoyment of the said flat in a substantial workmanlike manner and in conformity with the said sanctioned plan with proper and suitable walls, ceilings, floors, partitions, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of the said flat in decent style.

10.That it is expressly understood that the Builder or Land Owners would enter into and execute similar Agreement to such other person or other Purchasers from time to time for different flats.

11.That after execution and completion of the conveyance after completion of the said building and until such time as an association or society is formed in such form and with such be constitution and rules as maybe mutually agreed upon the builder shall be entitled, but not obliged to manage and maintain the common parts of said building and in the event of a society or association being formed the power and authorities of the society or association so formed shall

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be subject to the overall authority and control of the builder in respect of all matters concerning the said building, the construction and common completion thereof and all amenities appertaining to the same and in the particular the Builders shall have absolute authority and control as regards the parts or portion of the said building not in the possession of the intending Purchasers and/or any other Co-Purchasers after the completion thereof . The cost of and incidental to the formation of such association and/or society shall be borne and paid pro-rata by the intending Purchasers, the co-Purchasers , the Builder and/or the owner in respect of any flat of the said property not in possession of the intending Purchasers/co-purchasers.

12.That the intending Purchaser also agrees to pay to the Builder in addition to the consideration amount mentioned herein above proportioned share of the expenses for all taxes, outgoing, and other charges described in the schedule- C, hereunder written from and after the date the said flat becomes ready for occupation till the Builder hand over the possession and management of the common areas to any society or association to be formed for the purpose.

13. That the Builder agrees and covenants with the intending purchasers that the builder shall complete the said flat in the said floor space and the common parts thereof in all respect so long as the intending Purchaser fulfils his/her/their obligation.

14.That this agreement shall be supplemental to the Development agreement made between the said owners and the Builder and in case of any inconsistency, the provision herein contained shall prevail over those in the development agreement in so far the rights and objection between the intending Purchasers and the Builders.

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15. That upon Possession of the said flat being delivered to the Purchaser, the purchaser shall be entitled to use and occupation of the said flat.

16. That the fixtures, fittings and amenities to be provided in the said building and in the said flat and the material to be used in the construction of the said building as those as set out in the schedule hereunder written and the purchaser has satisfied himself about the design of said building.

17.That in addition to the consideration money the 'GST' as imposed by the Govt. shall be paid by the purchaser/vendee to the vendor/builder without fail.

18. That court of Patna will alone have this jurisdiction in all legal matters arising out of or concerning this transaction.

SCHEDULE- A

All that piece and parcel of land measuring about 50 Decimal under plot No. 74 Situated at Mauza – **Sikandarpur**, P.S. – **Danapur**, Dist. – **Patna (Bihar)** , Tauzi no. -**5852**, Khata no. **74**, Thana no. – **17** within the limit of Nagar Parisad Danapur Nizamat area Sub Registry Office, Danapur and District Registry Office, Patna, which is bounded as follow:-

North :- Sri Laxmi Narayan Mahto.

South :- Sri Ramdas Singh.

East :- Sri Badri Gope.

West :- Branch Road.

Note :- Govt. value is mentioned at **Code No. 048 & Zone - 2** of M.V.R. 2016-17.

SCHEDULE- B

(a) Flat being **.....** in on the **.....** Floor having super built-up area **.....** sq ft. (.....

square feet) more or less along with undivided proportionate share of land of the proposed multi storied residential building **"SHARMANAND COMPLEX"**.

(b) One Reserved Car Parking Space on **……** Floor which is not the part of common area shall be used for parking of cars etc. as per allotment made by the Builder.

Boundary of the Flat:-

North :- .....
South :- .....
East :- .....
West :- .....

a) Carpet area comprised within the said flat and area of the walls and columns, if any within and outside the said flat save the wall or walls separate the said flat to the other flats on the same floor in which case 50% (fifty percent) of such common wall shall be taken into 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, Gym, Club House, Swimming Pool etc., outside the said building are also taken into account as service area.

SCHEDULE- C

The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common area and facilities including white washing, painting, and decorating the exterior portion of the said building, the boundary walls, entrance, staircase, landings, gutters, rain water pipes, motor pumps, tube well,

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wiring and installation sewers, drains and all other common parts , fixtures, fittings, and requirements under the building enjoyed or used in common by the owners, intending Purchasers, Co-purchasers, or other Occupiers thereto.

2. The cost of cleaning maintenance and lighting the main entrance passage, landings, staircase and other parts, of the building as enjoyed or used in common by the occupiers of the said building.

3. The salaries of managers, clerks, Bill collectors, chowkidars, plumbers, electricians, sweepers etc if any.

4. Municipal taxes and other taxes and other outgoing etc.

5. Insurance of building against earthquake, fire, mob damages and civil commotion etc.

6. All electrical charges payable in common for the common portion of the said building.

SCHEDULE- D

The total **...../- (Rupees .....)** only **(excluding GST/GOVERNMENT TAXES)** shall be paid by the buyer to the Vendor/company in installments as follows and within 7 days of demand:-

Booking Advance ……..
On Completion of Foundation ……
On Completion of Ground Floor Slab ……..
On Completion of First Floor Slab ……..
On Completion of Second Floor Slab ……..
On Completion of Third Floor Slab …….
On Completion of Fourth Floor Slab ……
On Completion of Fifth Floor Slab ……
At the time of Possession ……

Total Rs…**……**

SCHEDULE-E

Specifications:

Detailed specifications are given in the Brochure.

IN WITNESS WHEREOF the Land owner / First Party and the Purchaser / Second Party have set their hands to this deed of agreement of sale with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses:-

WITNESSES :-

1……..

……

……

…… Signature of the First Part.

……

2……..

……

…… Signature of the Second Part.

……....

……