

(Absolute Sale-Flat)

This Indenture of Absolute Sale made on
this.....day of....., 2018(Two thousand
eighteen) in the Christian Era

BETWEEN

M/s Kutir Housing Developers and Consultants Pvt. Ltd., having its registered office at 50-C, Srikrishna Puri, Patna-1 Through its Director **Mr. Ashok Kumar Sinha** son of Late Rama Shankar Sahay resident of 13/1, Anandpuri Boring Road, Patna - 1, (hereinafter called the "BUILDER/DEVELOPER AS A VENDOR PARTY") which expression unless excluded by or repugnant to the context shall include their heirs, successors, assignees, administrators -in-interest of the FIRST PART.

AND

1. -----S/o -----
Resident of At----- Dist- -----
Bihar Indian Citizen, hereinafter called 'The Purchasers" of the SECOND PART.

AND WHEREAS, the property of the building is the purchased property of the landowners No.1 (Sri Anjani Kumar Srivastava) from Sri Ashok Kumar Sinha S/O Late Rama Shankar Sahay Residence of RPS More Danapur, P.O & P.S- Danapur Distt- Patna. Vide deed No. 3559, Book No.-1, Volume No. 59, Page 184 to 193, CD 9, Dated 31.03.2011 Measuring about 2521 Sq.Ft. and Owner No.2 (Sri Sanjay Srivastava) purchase this property from Sri Ashok Kumar Sinha S/O Late Rama Shankar Sahay Residence of RPS More Danapur,P.O & P.S-Danapur, Distt-Patna vide Deed No. 3558, Book No. 1, Volume No. 59, Page 174 to 183, CD 9, Dated 31.03.2011 measuring about 2457 Sq.ft. Total 4978 Sq.ft. more or less fully discribed in the foot of this agreement.

WHEREAS the above land owners entered in to a registered Development

agreement with M/s **Kutir Housing Developers & Consultant (P) Ltd.**, bearing Deed No. 4097, Book No.-1, Dated 31.03.2012 through its **Director** Ashok Kumar Sinha, Son of Late R. S. Sahay, resident of 13/1, Anandpuri, Boring Canal Road, Patna-1, Distt- Patna, for construction of a multi storeyed building in the name of "----- **Apartment**" on the land fully described in second schedule of this Agreement, by getting approval of plan from PMC and after the completion of the said "----- **Apartment**".

AND WHEREAS the Builder have prepared a scheme for construction of a multi storied building over the land and constructed a multi storied building and Flat is hereby sold is the share of the Builder/ Developer.

Building has been constructed over the land and share of the land owners and developer has already been distributed. Hence as per u/s 5 and others of The Bihar Apartment Ownership Act. 2006 Builder is entitled to sale/transfer his share as Absolute owner. The property hereby sold is allotted in the share of the Developer. And now the above named vendor has full right to transfer the flat etc. by way of sale to different purchaser/s on the ownership basis.

AND WHEREAS by an agreement dated 10.03.2018 the Vendor agreed to sell and the purchaser agreed to purchase all that Flat which is fully described in First Schedule of this Deed for a total consideration of **Rs.** -----

(-----) only. The Govt. value of the property Rs. ----- (Rupees -----) only. But the Stamp duty is being paid on the total consideration Amount of Rs. ----- (Rupees -----) only.

AND WHEREAS, the purchaser has paid the entire amount of consideration of Rs. ----- only for the Purchase of the Flat, which is fully described in First schedule of this Deed. The receipts whereof the vendor both hereby admit and acknowledge the same each and every part thereof acquit, release and forever discharges the purchaser and/ or the said Unit hereunder conveyed and obtained possession of the said unit

AND WHEREAS, the purchaser have requested the Vendor to grant and execute the sale deed of the unit, flat fully described herein below in the first schedule hence it is now necessary to execute the sale deed in favor of the vendee.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS

That in pursuance of the said agreement and in consideration of Rs. ----- only has been paid by the vendee to the vendor.

The receipt of which is acknowledged herewith by the Vendor. Now the Total consideration amount stands paid to the Vendor.

1. That the Vendor being in sound state of mind and body and fully satisfied with full payment

and after fully understanding the implications of the transactions, do hereby convey and transfer by way of Absolute sale all their rights, titles and interests in the said Flat fully described in the First Schedule of this Deed and without any pressure and duress, coercion, inducement or undue influence by any persons, whatsoever to the vendee/purchaser.

2. That the vendee shall have all rights, titles and interests in the said flat and shall HAVE, HOLD and ENJOY the same without any let or obstructions, claim and demand whatsoever from the Vendor or anybody claiming through or under their all right, title and interest which are vested in the Vendor and henceforth ceased to have any concern and vested in the vendee to whom they said flat has been conveyed absolutely.

3. That the Vendor have assured to the vendee that the flat mentioned in the First Schedule is free from all kinds of charges, encumbrances, liens and attachment and there is absolutely no defect in the title of the Vendor.

4. That the Vendor have further assured to the vendee that they have not at any time done or permitted any act, deed or matters by reason of which the flat mentioned in the schedule no. 1 conveyed by these presents of any part thereof or interest therein has been charged, mortgaged, sold, exchanged or transferred in any other way, (to any other person)

5. That the Vendor hereby grant, transfer, sell, convey, release and confirm

into the said vendee all that in undivided proportionate shares in the common land together with present and future rights in the said flat to Have and to Hold the same to the use of the vendee absolutely and forever free from all encumbrances subject only to the ground rents, taxes and assessment and other maintenance charges payable in respect of the same and the vendee shall and may at all times hereinafter peacefully and quietly possess and enjoy the said flat and each and lawful eviction or interruptions, claims or demand from the Vendor.

6. The vendee shall not be entitled to claim for partition of the said common and undivided shares of land of the said flat. The vendee shall pay to the Vendor or their nominees a proportionate shares of water taxes/municipal taxes, if any, other taxes like maintenance charges assessed on the whole project/building in such proportions to be determined by the Managing Committee of the Apartment on the basis of the area of each Flat (hereinafter referred to as common expenses) fully mentioned in Third Schedule hereunder written and the vendee will be regularly and promptly paying the maintenance charges to the authorized representatives as and when required and in case of default in payment of the dues in this regard shall be deemed to be charges against the aforesaid flat.

8. That the aforesaid super built-up area is including the built-up area of the said flat along with the area of walls and columns as explained hereunder which shall be the exclusive property of vendee, undivided share in the common

utilities area in the said building like stair case, landings, common passage and lobby on each floor, pump room, meter room, generator room, etc. which shall be the joint property of all the purchasers, including the vendee in the said building.

9. That the roof of the said flat be used both as the roof of the said flat & floor of the flat constructed above it. Similarly the floor of the said flat shall be used both as the floor of the said flat and roof for the flat below it, thus the roof and the floor of the said flat shall jointly belong to the vendee and the purchaser of the flat above and below the said flat.

10. That the vendee shall not be entitled at any time to do any change in the structure and in the exterior of the flat or any other built up portion of the said project and have to obtain prior written permission from the vendor for any minor changes only sought to be made in the interior of the flat.

11. That the Vendor are transferring the property above free from all encumbrances but it will not be responsible for any loan taken by the vendee and it will be his exclusive liability.

12. That the Vendor will not be liable for any levy or taxes etc. demanded by the Govt. or any authority for the vended portion or for the land received her0-? 6eafter.

13. That the vendee has already taken possession and satisfied with the flat and he will not authorize or empower any person or any society/association to take up any matter on his behalf to vendor.

14. That the vendee shall not do any act or deed which may cause any hindrance, annoyance or nuisance in any way to the other purchasers of the flat etc in the said building.

15. That if in future the Vendee is dispossessed of the entire or any part of the said Flat hereby conveyed either due to any defect in title and encumbrances created by the Vendor or by their legal heirs, prior to the execution of this sale deed, the Vendee or his/her legal heirs, assignees representatives and successors-in-interest shall have the right to recover from the seller/Vendor of the flat, the entire or proportionate amount of the consideration with all costs and damages incidental thereto at the rate as admissible in the eye of law from the date of accruals of such loss and damages.

16. That the vendee at no time will demand partition of his interest in the said building, said land, and said complex or any part thereof, since his interest in the said building, said land, and said complex is impartibly.

17. That the vendee have right to apply to Patna Municipal Corporation for separate holding/mutation and/or assessment of taxes to pay municipal taxes from time to time.

The First Schedule of the Flat hereby vendees: -

All that Flat No. ----- on the ----- floor having super built-up area of ----- sq. ft. along with one parking space on ground floor,

named "-----**Apartment**" situated at Mohalla- -----, within the limits of Patna Municipal Corporation and the same is bounded as follow :-

North : - Open space of the Apartment
 South : - Open space of the Apartment
 East :- Lobby,Lift,Stair case & Flat No.--
 West :- Open space of the Apartment

The Second Schedule of the Apartment

Description of the land/property under this development agreement. All that part and parcel situated at Mohalla- Saguna, Arya Samaj Road, bearing Thana No.-23, Tauzi No. 5292 Khata No. 212, Plot No.332 (Part), Mauza- Danapur, P.S.-Danapur. measuring about 4978 Square feet (Four Thousand Nine hundred Seventy eight square feet) more or less, within the limits of Patna Municipal Corporation and the same is bounded as follow :-

North :- Survey Plot No.333
 South :-20'(feet) wide branch Road
 East :-Smt.Nupur Pandey
 West :- Deochand Mahto,Survey Plot No.-324

The Third Schedule above referred to as Common Expenses

1. All costs of maintenance, operation, repairs, replacing, white-washing, painting, rebuilding, reconstructing, redecorating and lighting the common parts including the other of the project, parking space and boundary walls and that of generator, water pump, tube-well, and over head water tank, water pipe line, sewerages, rain water and/or soil pipes etc.
2. The salaries and other expenses for all persons employed for common purposes.
3. The Insurance Premium for insuring the project building against earthquake, fire, lightning, mob-violence, civil commotion etc., if

insured.

4. Expenses for supplies of common utilities and payments of all charges and/or deposits for providing the H. T. Line and/or on any there account to P. E. S. U. and other authorities and/or organization.
5. Municipal and other rates and taxes and levies and all other outgoing save those which cannot be separately assessed or incurred in respect of any unit.
6. Costs of establishment and operations of the Builder/Association/Co-operative Society Private Limited, Company relating to common purposes.
7. All other expenses and outgoings as are deemed by the builder/Association/Co-operative Society/ Private Limited Company to be necessary or incidental for replacement, renovation, painting and/or periodic repainting or repairing of the common parts.

**The Fourth Schedule above
referred to as Common Area**

1. All drive ways and parking areas on the said premises, except allotted/non-allotted reserved parking space (R.P.S.).
2. All exterior conduits utility lines underground and overhead water storage tanks.
3. Exterior lighting and other facilities necessary to the upkeep and safety of the said project.
4. All including shafts/shaft walls, machine rooms.
5. Care-taker's rooms if available, lobbies hall ways and stair cases and within the said project which are not part of the said unit.
6. That owners of flat etc. will have undivided

proportionate share over land of project "-----
 ----- **KUTIR**" if the building
 becomes inhabitable and subsequently
 demolished.

Details Schedule Mateshwari Kutir Flat No. ----

1. Total Land of the building	4978.00 sq.ft	
2. Total constructed area of the building	18220.00 sq.ft	
3. Total area of the Flat (Super built up area)	1100.00 sq.ft	
4. Proportionate share of the Land	300.5378 sq.ft (0.6900 Dismal)	
5. Total value of the flat		Rs.-----
6. Value of the Land		Rs.-----
7. Total value of Parking Space		Rs.-----
	Total	Rs.-----

(Rupees ----- only)

Details of Payment Schedule

Date	Mode	Bank	Cheque No.	Amount
			Total	

IN WITNESSES WHEREOF THE VENDOR above named have executed this Deed of Absolute Sale on the date, month and year abovementioned after going through the document and after fully understanding the implications of the transactions in presence of witnesses who have also signed hereunder.

Witnesses :-

1.

Signature of the Vendor

Pan No. AADCK1255H

1. Signature of the Vendee

2.

Pan No.

Printed By :-

Drafted By :-

(Agreement for Sale-Flat)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS EXECUTED ON THIS.....
DAY, 2016 (Two thousand sixteen) OF CHRISTIAN ERA;

BETWEEN

M/S KUTIR HOUSING DEVELOPERS & CONSULTANTS PVT. LTD. having its registered office at 50-C, Srikrishna Puri, Patna-1 Through its **Director Mr. Ashok Kumar Sinha** son of Late Rama Shankar Sahay resident of 13/1, Anandpuri Boring Road, Patna – 1 (Bihar), Indian citizen, hereinafter called the **DEVELOPER / BUILDER / FIRST PARTY/ Vendor** (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 **FIRST PART.**

AND

Mr. S/o
, resident of
, 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.**

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.

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

F) "DEVELOPMENT AGREEMENT" shall mean the Registered Agreement Dated..... between named Land owner and Builder/developer.

G) "PROPORTIONATE SHARE" shall mean 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 mean and be construed to have been used to mean any person or persons (male or female) a firm, a company, or any other legal entity capable of holding property if the context so admits.

Whereas, the DEVELOPER/FIRST PARTY has become the developer of the property (details in Schedule-A), through their registered development agreement by virtue of registered deed dated **23.03.2012** registered before the Sub registrar, Danapur and entered in Book No 1, Volume No **48**, CD-8/2012, Pages.230 to 247 Being deed No. 2797 for the year 2012, with land owners (hereinafter called LAND OWNERS which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, successors, legal representatives, executors, administrators and assigns) as follow:

RECITAL

And whereas, the owner is seized and in possession of otherwise and is sufficiently entitled to the property which is situated under Cadastral Survey Plot No.8/679, Khata No.31, Tauzi No. 5516, P.S.- **Danapur**, in the town and District of Patna and measuring more or less 7 Kathas equivalent to **21.875** Decimals.

And whereas, the property of the building is the ancestral property of land owner No.1 Sri Satish Kumar who got the property

measuring 3.5 Kathas by family Partition deed dated 17.06.1997 and mutated his name in the registrar of Govt. through circle officer Danapur. The property (Part) measuring 1.5 Katha is the purchased property of Land owner No. 2 & 3 who purchased from Sri Arjun Kumar Sinha through a registered deed on dated 13.02.2006 vide deed No. 627, Book No. 1, Volume No. 26, CD-4, Page No. 181 to 191 and the property measuring 2 katha (out of total area of 7 Kathas) is the purchased property of Land owner No. 4 & 5 who purchased this from Sri Arjun Kumar Sinha S/o Late Punchhilal Rai through a registered deed on dated 13.02.2006 vide deed No. 628, Book No. 1, Volume No. 26, CD 4, Page No. 192 to 202 at registry office Danapur and mutated their names in the register of Govt. of Bihar through circle officer Danapur and all come in physical possession over the land.

And whereas, the LAND OWNERS are desirous to develop their aforementioned properties by getting multi-storeyed residential/commercial building/complex, parking spae 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.

And whereas, DEVELOPER/FIRST PARTY has entered in to a Development Agreement with the abovementioned LAND OWNERS on 23.03.2012 inter-alia for the purpose of development and sale of the schedule-A property by constructing multi-storeyed residential/commercial complex.

And whereas. In pursuance of the said Development Agreement the Developer/First Party is entitled to nominate any

such person or purchaser intending to acquire 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 the behalf.

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 flat/flats and also for proportionate share of the cost, charges and expenses of and incidental to 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 acquire 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. **PHABP/PROP/REC/G+3/DAN-86/2040** Dated. **08.07.2011** 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 and approved the said plan

and has agreed on ownership basis of Flat No..... on thefloor having super built up area Sq. ft. more or less along with 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 THE AGREEMENT WITNESSED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the intending Purchaser has agreed to purchase a Flat being No. on the Floor having super built-up areasq.ft. more or less and the car parking space on thefloor along with undivided proportionate share of land of the proposed multi storied residential/commercial building/complex constructed over schedule-A property for a consideration of Rs...../-(Rupees..... ..) only.
2. That in consideration of the flat the sum of Rs..... ../- (Rupeesonly) 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 Rs...../-(Rupeesonly) 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.
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 Patna Municipal Corporation 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 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 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 1 and 1/2 Year from the date of execution of this agreement the plan by P.M.C./Competent. Authority or execution of these presents whichever in 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, Patna Municipal Corporation 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 favor 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 favor 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 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 Patna Municipal Corporation, 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 in 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 and 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 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 born 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 land over 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.

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 service tax 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 and measuring more or less 7 Kathas equivalent to 21.875 Decimals (approx), situated and lying under Cadastral survey Plot No 8/679, Khata No.31, Thana No.22, Tauzi No. 5516, Mohalla-Jalalpur, Mohalla-Ranjanpath P.S.-Danapur in the town and District of Patna and bounded as follows:-

North	:-Survey Road
South	:-Part Plot No. 8/679
East	:-Road
West	:-Survey Plot No. 8

Note:- Govt. value is mentioned at Code No..... & **Zone:-**
M.V.R.No.-.....

SCHEDULE - B

(a) Flat No.....onfloor having super built-up area Sq.Ft.(approx) in the proposed multi storied residential complex colled "KUTIR ENCLAVE" along with undivided proportionate share of land, flat is bounded as follows:-

North :-

South :-

East :-

West :-

(b) One reserved Car Parking space on ground floor which is not the part of common area shall be used for parking of cars etc. as per allotment made by the Builder.

SCHEDULE-C

1. 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, 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

Total cost of the flat including car parking space payable in the following manner:-

1. At the Time of Booking Rs., and balance will be paid by the vendee to the Developer as follows:-
2.
3.
4.
5.

SCHEDULE-E**SPECIFICATIONS**

Foundation	:	Deep-bored under rimmed group piles or Isolated Column footing/ as per Standard applicable design by Structural Consultant.
Super Structure	:	R.C.C. framed structure for better Earthquake safety as per STD Applicable design and specification by the Architect/ PMC/structural Consultant. Five inch thick internal bricks wall in cement Mortar.
Roof Slab & Beams	:	Reinforced Cement Concrete Slab and Beams.
Wall Finish	:	All walls ceiling plastered with cement. Internally: Finished with P.O.P. Decorative ceiling (Drawing & Dining) Externally: Finished with wall putty & painted with weather coat.
Flooring	:	All Covered area marble/ vitrified tiles flooring. Inside Flats:
Doors	:	All doors of factory made flush doors only front pannel of wooden or teck ply leminated flush door.
Windows	:	Fully glazed with wooden frame Painted with two coats of synthetic enamel paints on a coat primer.
Kitchen	:	Granite Top and Matching Luster Glazed tiles. Hot & Cold water pipe line to the sink (stainless steel).
Bathroom/Toilet	:	Master Bathroom fitted with Geyser. All sanitary wares of white glazed vitreous china of standard Company. All CP

	:	fittings of standard company. Walls fitted with glazed Luster tiles up to 7'.
Loft.	:	If provided, shall be at extra cost.
Cupboard/Storage	:	All bedrooms cupboard space without wood work.
Railings	:	The railing for baloney, stairs, corridors and grills shall be Make of steel as per Architectural Design.
Electric Wiring	:	Standard ISI copper wire. With standard fittings.
Water Supply	:	24 hours water supply ensured with large overhead from own deep tube well.
Sewerage	:	Suitable arrangement fro rain and storm water disposal shall be provide. As per the Design of the PH Consultants soiled water disposal through Common septic tanks as per design of the consultant.
Electricity	:	Electric supply for the complex shall be taken from the Bihar State Electricity Board and all flats will have individual connections and Meters.
Generator	:	stand by Generator of suitable capacity shall be provided for water Supply, common area lighting and individual flats lighting up to 300 Watts (Min) consumption.
T.V./Disc Antenna	:	One common T.V./Disc Antenna point will be provided in each flat.
Telephone/Intercom	:	One Telephone/Intercom (Security System) point will be provided in Each flat.
Reserved Parking	:	Ample reserved parking Space for Two wheeler and four wheeler.
Lift	:	Suitable capacity of Lift Shall provided.
Loan Facility	:	We will extend full co-operation in securing housing loan.
NOTE	:	The above technical specification may change as per the advice of the architect or consultants in due consultation with the owners. The promoter has the right to implement the changes if any, in the working drawing of the building. If individual flat owner requests for any change/extra work, it will be done at extra cost.

IN WITNESSES WHEREOF the Developer/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 :-

Signature of the Vendor

(i)

Pan No.

Signature of the Vendee

(ii)

Pan No.

Printed By :-

Drafted By :-

Note: Words and/or sentences which are not applicable in the context could be replaced and/or omitted. Any other terms & conditions may be added which are legally correct to make an agreement a valid contract.