

**AGREEMENT FOR SALE**

This Agreement executed on the ..... day of .....,  
2018(Two thousand and seventeen) of the Christian Era.

**BETWEEN**

**M/S KRISHNA DEVELOPERS** a partnership firm having  
its office Savitri Sadan, Nageshwar Colony, Patna-1, Town  
and District Patna. through its both partners **Sri Ajay Rajwani**  
Son of Late Tikam Das, resident of Budha Colony Boring  
Canal road, P.O.- Boring Road, P.s.- Budha Colony, Indian  
Citizen, hereinafter called the Vendor/Developer/Promoter/  
Builder, (which expression unless excluded by or repugnant  
to the context shall include their legal heirs, successors,  
assignees administrator-in-interest) of the FIRST PART.

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**AND**

**Sri** .....Wife of .....  
resident of .....  
Nationality Indian, hereinafter referred to as 'BUYER' (which expression unless excluded by or repugnant to the context shall include his/her heirs, successors, assigns, representatives and successors-in-interest) of the SECOND PART.

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Whereas the land owners seized and possessed the Schedule I property bearing Tauzi No. 524, Circle No. 6, Ward no.2, Plot no. 782, 783 and 784, Holding no. 312, Sheet no. 31, total comprising of area of Six Kathas (Approx). the aforesaid property is the purchased Property of Smt. Vidayavanti Wife of Sri Jaidyal Paul, from Sri Ramnath Anand, Sri Brijlal Anand and Dr. Rajkumar Anand, through a registered deed of absolute sale bearing no. 7159/1959 dated 20.09.1959. Since then Smt. Vidayavanti came in actual, physical possession over the land. She died leaving behind her four sons namely Sri Mohan Kumar Paul, Sri Subhash Chandra Paul, Sri Satish Kumar Paul and Sri Raju Paul. Since then they came in actual, physical possession over the land.

WHEREAS the land owners namely Sri Mohan Kumar Paul, Sri Subhash Chandra Paul, Sri Satish Kumar Paul and Sri Raju Paul, absolute owner of the property, entered into a **Registered Development agreement** with **M/S KRISHNA DEVELOPERS** a partnership firm having its office Savitri Sadan, Nageshwar Colony, Patna-1, Town and District Patna. through its both partners Sri Ajay Rajwani Son of Late Tikam Das, resident of Budha Colony Boring Canal road, P.O.- Boring Road, P.s.- Budha Colony, and Sri Sushil Kanodia Son of Late Nathmal Kanodia, resident of N/601, Professor Colony, Chitragupta Nagar, P.s.- Kankarbagh, Patna-20, Indian Citizen, on **23.05.2009**, which is Registered in the office of the District Registrar Patna bearing Deed No. **9255/2009**, in Book no. 1, Volume no. 152, CD- 24, pages 22 to 45 for construction of a multi storeyed building on the land fully described in second schedule of this deed, by getting approval of plan from P.R.D.A. vide Plan case no. **P/ Moharrampur/PCM/5-546/09** and after completion of the said "**J.D.TOWER**", the property fully described in this deed in

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Schedule no. A was allotted to the share of the Developer/ Builder is hereby sold in this deed. Since then the Vendor/ Developer above named came in actual, physical possession over the same, by getting approval of plan from P.R.D.A. and after completion of the said "J.D.TOWER",.

AND WHEREAS, the builder has framed a scheme for construction a complex to be known as "J.D.TOWER" on the said land for residential purposes, comprising of several flats and parking spaces, etc.

AND WHEREAS, buyer has inspected and/or otherwise satisfied himself about the rights, titles and interests of the builder over such land and is also aware of the fact that the builder has entered and are entering into separate agreements with several other persons and/or parties who are interested in acquiring the proposed residential, flats, parking space etc.

AND WHEREAS, the buyer has also inspected and/or otherwise satisfied himself about the building plans and is desirous of acquiring a flat in the said Apartment more fully described in the schedule 'B' hereto upon the terms and condition hereinafter mentioned.

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

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

1.1 "Builder" shall mean the builder abovenamed and its promoters as also its executors successors and/or successors in respect assigns, representatives and nominees or nominees.

1.2 "Buyer" shall mean and include :

(A) If the buyer be an individual then his heirs, executors administrators, legal representatives, successors and assigns.

(B) If buyer be a Hindu undivided family, then its karta and member for the time being their survivors and respective and assigns.

(C) In case the buyer be a partnership firm, then it partners for the time being their respective heirs and executors, administrators, legal representatives and assigns and

(D) In case buyer be a joint stock company, then its successor or successors-in-interest and assigns.

1.3 "Land shall mean the said land, as fully described in the schedule 'A' of this agreement.

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1.4 "Complex" shall mean all flats, shops, parking spaces etc. to be constructed on the said land and to be known as "**J.D.TOWER**".

1.5 "Unit" shall mean by one flat with joint ownership of its floor, roof and walls as explained in the Schedule 'B' of this agreement and shall also include the parking space if the same has been acquired by the buyer.

1.6 "Building" shall mean the Multi-storeyed building in which buyer has purchased his unit and/or units.

1.7 "The Plans" shall mean the plans and designs of the buildings to be constructed in "**J.D.TOWER**" including any variations therein which may be subsequently be made by the builder and or Architect or Architects.

1.8 "Parking Space" shall mean the open or covered space reserved on the demised land or in the building sufficient for parking of an Indian make Car and/or Scooter if booked by the buyer.

2. The Builder shall construct a complex known as "**J.D.TOWER**" over the said land described in the schedule 'A' hereunder in terms of the scheme framed by the builder.

2.1 The builder shall be entitled to make such changes, additions and/or alterations in the said plans as the exigency of the situation or circumstances shall warrant or require.

3. The buyer agrees to acquire from the builder the said flat alongwith the said parking space hereinafter jointly referred to as the "Said Unit" more fully described in the schedule "B" hereunder at or for a total consideration as mentioned in Part-II of the schedule "B" hereunder written and the builder has agreed to transfer the same in favour of buyer at the said consideration.

3.1 The said consideration has been calculated on the basis of super built-up area as detailed in partial of the schedule "C" hereunder written. In case any difference be 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 certificate of the architect shall be final and binding on both buyer and the builder.

3.2 The said total consideration shall be paid by the buyer to the builder as and in the manner set-out in the Part-II of Schedule-"B" hereunder written. It is also agreed that all such payments shall always be made by crossed A/c Payee cheque or pay order or Demand Draft drawn on any Bank in Patna

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in favour of the builder and that for any payment made in cash the builder shall not be responsible.

3.3 In case any sales tax, purchase tax or any other Government duty or tax (not being income tax) is payable in relation to the said unit the same shall be on the account of buyer, who hereby agrees to pay all such taxes and duties. The buyer further agrees and undertake to keep the builder indemnified against any such claims or demand that may be made by any authority.

4. On the buyer not clearing all his dues alongwith interest 18% per annum within 30 days from the date the said amount become payable and/or committing default in payment on due date under this agreement twice and/or on the buyer committing breach of any of the terms and conditions herein contained. The builder shall be entitled as its own option to cancel and terminate this agreement in which event all right, title and interest of the buyer over the said unit shall stand extinguished and the buyer shall have no further right, title and interest over the said unit and the builder shall be entitled to transfer the said unit to any other person. The builder apart from interest at the rate of 18% per annum on all delayed payments, shall also be entitled to liquidate damages of 5% of the amount payable by the buyer to the builder on the date of termination of this agreement or 2% of the total consideration amount mentioned in Part-II of the Schedule "B" hereunder written, which ever is higher, and the builder after making such appropriation shall refund the balance amount to the buyer within 180 days from the date of such termination. It is agreed by and between the parties that the liquidated damages of the aforesaid 5% and/or 2% is just proper and reasonable.

5. As soon as the said unit agreed to be acquired by the buyer is completed the builder shall notify to the buyer of the said unit having been completed.

6. Within 6 (Six) months of the date of full payment by the buyer to the builder the buyer shall take possession of the said unit after full payment and/or deposit of all amounts becoming due by the buyer to the builder under this agreement.

6.1 The buyer for the purpose of Clause 6-2 given in the following paragraph shall be deemed to have taken possession of the said unit on the 180th day of the date of the full payment thereof as aforesaid (and such 180 days is hereafter called

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"The date of possession") irrespective of whether the buyer takes actual physical possession thereof or not.

6.2 As after the date of delivery of possession and/or "The date of possession" of the said unit to the buyer, whichever ever be earlier the same shall be at the risk and responsibility of the buyer.

7. Provided that the entire consideration amounts and deposits etc. due by the buyer to the builder under this agreement are paid to the builder and buyer performs all the terms and conditions and stipulations contained herein to be performed and observed, the buyer shall be entitled to peacefully hold, possess and enjoy the said unit without any interruption by any person or persons lawfully or equitably claiming for under or in trust for the builder.

7.1 After occupation, the buyer shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the builder. The buyer shall keep the common area and the compound of the said building and the said complex neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep and store any goods furniture, etc. in common spaces, entrances, stair-cases etc. nor shall use the same or the said unit for any illegal purpose or in the manner which may cause annoyance of the buyer of the other units in the building or the complex.

7.2 The fittings, fixtures and amenities to be made and provided by the builder shall, generally conform to the specifications detailed in Schedule "D" hereunder or as may be and/or the delivery of possession whichever ever be earlier, the buyer shall not be entitled to make any claim regarding any items or work, the materials used for construction etc. and the builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.

8. From the date of possession as explained in clause 6.2 above and until transfer to the Co-operative Housing Society/ Societies or Limited Company/Companies or Association/s as hereafter stated the buyer agrees and undertakes to pay to the builder regularly and punctually whether demanded or not at all times his proportionate share of maintenance charges, Municipal Rates & Taxes and Taxes on the basis of the Municipal Assessment and of all the outgoings calculated either on actuals or in case the actual amount is not available on such reasonable estimated amount in respect of the said

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unit including all Rates, Taxes, Dues Duties, imposition outgoings, Bards, Water Charges, insurance premium, maintenance, common liftman, sweepers etc. and all other expenses of and incidental to the management and maintenance of the said complex as may be determined or fixed by the builder. The buyer agrees and undertakes to pay to the builder the aforesaid proportionate share as may be fixed or determined by the builder every month regularly and punctually on or before the 7th day of month for which the same are due and payable and shall not withhold the same for any reason whatsoever.

8.1 In default of such payment:-

A. The buyer shall be liable to pay interest @ 18% per annum compoundable every month from the date of the default upto the date of payment.

B. The Builder in addition to its right to claim and recover interest shall be at liberty to withdraw all utilities and facilities including electricity, water and other amenities to the said unit until such time the buyer makes payment of such proportionate charges together with all outstanding interest.

8.2 Until such time and conveyance of the entire complex is executed as hereinafter stated, the buyer irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time by the builder and generally do all and every act that the builder and generally do all and every act that the builder may call upon the buyer to do in the interest of the building and/or the complex and the buyers of other units in the building an/or the said complex.

8.3 The buyer further agrees and undertakes that the buyer always be bound to sign all papers and documents and to do all other things as the builder may require from the buyer from time to time in this behalf safeguarding the interest of the builder and buyers of other units in the said building and/or the said complex.

8.4 The buyer further covenants and agrees that if the buyer is found to be habitual defaulter in payments of proportionate share in the common expenses detailed in Clause-8 above or if the buyer in any way fails to perform and observe any of the stipulations on the buyer's part to be observed or performed, the builder after giving warnings as the builder may deem fit enter upon and resume possession of the said unit agreed to be acquired hereunder and everything whatsoever thereon and this agreement shall automatically

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cease and stand terminated and deposit money or money already paid by the buyer to the builder shall stand absolutely forfeited to the builder and the buyer hereby further agrees to lose and forfeit all right, title and interest of possession and enjoyment of the said unit and shall be liable to immediate ejectment as a trespasser and the builder shall be entitled to sell off the said unit at the risk and cost of the buyer and after adjusting full costs, charges and expenses in connection with such sale and interest @ 18% per annum and 10% of the said sale price towards service charges, the balance, if any, shall be paid to the buyer within 180 days of the date of receipt of full payment for the said unit from the purchaser of the said unit.

9. The buyer shall before occupation of the said unit maintain with the builder a deposit calculated @ Rs. 3/-(three) per square feet of the demised area specified in the Schedule 'C' hereunder as security for the due payment his proportional share of outgoings hereinabove. The said deposit shall be transferred by the builder of the amounts due and payable, if any, by the buyer to the builder under the terms and conditions of this agreement.

10. The buyer shall carry out all internal repairs of his said unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and bye-laws of the Municipal corporation and shall not do or suffer to be done anything in or upon the said unit or the said building or the said complex which may be against the rules and bye-laws of the corporation, or any other local authorities and the buyer shall be responsible to Municipal Corporation, and/or any other local authorities for anything done in connection with the said complex and shall be liable for the consequences thereof. The buyer shall also always keep the builder indemnified from the losses have to pay on the buyer's behalf at any time in future.

11. The builder shall have the first charges and lien on the said unit to be acquired by the buyer in respect of any amount liable to be paid by the buyer under shall not sublet, transfer, assign, sell part with possession or in any way dispose off the said unit or his interest therein or thereunder without prior written consent of the builder.

12. Notwithstanding anything to the contrary elsewhere herein contained the builder may at its option and on receipt of full consideration for all the flats and parking spaces etc. for

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Cooperative Housing Society/Societies or Limited Company/ Companies or Association/s of the buyers of all such flats and etc. in such event:-

(A) The buyer agrees to become a member of such Co-operative Housing Society/Societies or Limited Company/ Companies or Association/s.

(B) The buyer shall pay for the entrance fees and/or face value of the share of such Co-operative Housing Society/ Societies or Limited Company/Companies or Association/s as may be allowed or registered in the name of the buyer. The buyer also agrees to pay proportionate costs, charges and expenses relating to and/or incidental to the formation of such Co-operative Housing Society/Societies or Limited Company/Companies or Association/s.

(C) The buyer shall have no right, title or interest of any nature whatsoever in the common area save for the purpose of ingress and egress, right of easements, common right of use and enjoyment.

(D) All amounts paid and/or to be paid herein by the buyer to the builder shall duly be paid and be deemed to be the payment towards the proportionate land value and construction costs of the said complex.

(E) The buyer also agrees and undertakes to sign the necessary documents required for the purpose of formation and/or registration of such Co-operative Housing Society/ Societies or Limited Company/Companies or Association/s.

12.1 For the purpose of formation of Co-operative Housing Society/Societies or Limited Company/Companies or Association/s the buyer doth hereby nominates, constitutes and appoints the builders as its true and lawful attorney to do all acts, deeds and things as may be necessary for the same and agrees to grant such other power and/or authorities in favour of the builder as may from time to time be required by the builder.

12.2 The buyer hereby agrees to observe and perform all rules and regulations which the said Co-operative Housing Society/Societies or Limited Company/Companies or Association/s may adopt at its inception and from time to time and at all times for protection, maintenance, observing and confirming in the building rules, the Municipal bye-laws and regulations in force and for strict observance of the various stipulations and conditions laid down by the Co-operative Housing Society/Societies or Limited Company/

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Companies or Association/s relating to the use and occupation of the said complex.

12.3 In the event of the Co-operative Housing Co-operative Housing Society/Societies or Limited Company/Companies or Association/s being formed and registered before the sale and disposal by the builder of all the units including parking spaces in the said complex, the power authorities of the said Co-operative Housing Society/Societies or Limited Company/Companies or Association/s formed shall be subject to the over all authority and control of the builder in any of the matter concerning all the buildings in the said complex, the construction and completion thereof and all amenities appertaining to the same and in particular the builder shall have absolute authority, and control as regard the unsold units and the disposal thereof and the buyer whether directly or through the Co-operatives housing Co-operative Housing Society/Societies or Limited Company/Companies or Association/s shall not be entitled company/s or Association shall not be entitled to object to the building exercising such right.

12.4 The buyer hereby further agrees and covenants with the builder that all the rights, titles and interest of the builder under this agreement shall pass over Limited company/s and/or Association/s from the date or dates from which the builder specifically transfers such right, title and interest under this agreement. It is specifically understood and agreed that in order to safeguard its interest the builder may at its sole discription transfer such right, title and interest in part of parts at the different stages and on different dates.

13. Save as provided herein, if the builder is not able to give possession of the said unit to the buyer on the above account or on account of any reasonable cause the buyer shall not be entitled to any damage whatsoever but he shall be entitled to receive back the entire money paid by him to the builder towards, consideration of the said unit together with simple interest thereon calculated 9% per annum from the date of such payment or payments until the date of repayment by the builder.

14. The buyer shall at no time demand partition of his interest if any, in said land, the said building and the said complex or in any part thereof, it being hereby agreed and declared by the buyer that his interest in the said land, the said building and the said complex is impartible.

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14.1 It shall not be hereafter open to the buyer to the title of the builder to the said land and the said complex thereon.

14.2 The buyer covenants with the builder and through them with the buyer of other units that he shall not even demolish or cause to be demolished any part of the said building or any part or portion of the other buildings shall not be at any time make or cause to be made any new construction of whatsoever nature in such complex or in the said building or any part thereof. The buyer further covenants that he shall not make any additions or alterations to the said unit, without the previous consent in writing of the builder or the said Co-operative Housing Society/Societies or Limited Company/Companies or Association/s when formed.

14.3 The buyer hereby undertakes and agrees that he shall not do any act deed or thing whereby the construction of the said complex including the said building and the said unit be delayed or impeded in any manner whatsoever.

15. The buyer shall have no claim save and except in acquired and detailed and explained in the schedule 'B' hereunder given, it being agreed that all common spaces, open spaces, parking spaces, lobbies, staircase, roof and/or terraces of all the building and unsold units etc. in the said complex shall remain the exclusive property of the builder.

15.1 The builder shall have the right to construct and raise storeys or put-up additional structures on such roof and/or the vacant land of the complex and such additional structure and/or construction shall be the sole and exclusive property of the builder who shall be entitled to deal with or dispose off in such manner as the builder may deem expedient and the buyer shall not be entitled to raise or setup not shall raise or create any obstruction or any nature whatsoever on such right of the builder not the buyer shall claim any right, title and interest in such additional structures constructed or raised on such roof or vacant land in the said complex.

15.2 65% roof area treated as a common area.

16. All costs, charges and expenses in connection with formation of said Co-operative Housing Society/Societies or Limited Company/Companies or Association/s as the case may be as well as the costs of the preparing, executing and registering of the agreement, conveyance transfer deeds and any other documents required to be executed by the builder as also the profession costs of the attorneys of the builder

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for preparation and approving such documents and conveyance, shall be borne and paid proportionately by the buyer and that the builder shall not be liable to contribute anything towards such expenses, the expected proportionate share of such costs, charges and expenses shall be payable in advance by the buyer immediately on demand being made by the builder on that behalf.

16.1 In case any security or deposit is demanded by the electricity authorities, Municipal authorities or any other local authority for supply of electricity, water gas or any other facility of utility or amenity, the buyer shall contribute proportionately towards such security or deposit as shall be determined by the builder.

17. Any delay or indulgence by the builder in enforcing the terms of this agreement or any forbearance or giving of time by the builder to the buyer shall not be constructed as waiver on the part of the builder or any breach or noncompliance of any of the terms and conditions of this agreement by the buyer not shall the same in any manner prejudice or limit the rights of the builder.

18. All letters receipts and/or notices issued by the builder and despatched under certificate of posting to the above address of such other address as may be limited by the buyer shall be sufficient proof of receipt of the same by the buyer on the 4th day from the date of despatch.

19. In case at any time hereafter and before or after the completion of transfer hereunder the land/or any of the buildings thereon or any unit therein or any part thereof (completion or incomplete) be acquired by the Government or any other statutory authority under any law for the time being in force due to any reason whatsoever, then and in such event the compensation money shall be exclusively receivable by the builder for which purpose the buyer hereby irrevocably appoints the builder as his true and lawful attorney to claim and receive all such compensation moneys.

19.1 In case the construction of the said unit has been completed then all outstanding accounts payable under this agreement to the builder by the buyer together with interest thereon 18% per annum with quarterly rests from the date of acquisition upto the date of receipt of compensation money shall be retained by the builder and balance, if any, shall be paid to the buyer.

19.2 In case the construction of the said unit has not been complete then all costs and expenses of the builder in

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relation to the construction cost and development charges of the land and builder together with interest thereon at the rate of 18% per annum with quarterly rests upto the date of the receipt of the compensation money and also together upto a remuneration of 10 (ten) percent of such total costs and interest after deducting therefrom the amounts units as part payment hereunder shall be retained by the builder and the balance, if any, shall be paid to the buyer.

20. In case the builder or the unit be requisitioned, then and in such event, the transfer hereunder shall be subject to such requisition and otherwise the terms whereof shall remain unaffected and the buyer shall pay to the builder all amounts payable hereunder and shall be entitled to the rent or compensation and all other benefits receivable under such requisition.

21. The buyer hereby agrees that the builder shall be entitled to create equitable or any legal mortgage of the land and buildings in the said complex either in full or in part for either obtaining loan for itself from any bank or institution or any third party for the purpose of construction of the said building and/or the said complex.

21.1 The builder hereby agrees to return all loans and interest thereon, if obtained by the builder for itself for the purpose of financing the construction before the final conveyance of the complex to the said Co-operative Housing Society/s or Limited Company/s of the associations.

22. In case the buyer has observed and has strictly followed all the terms & conditions of this agreement and gives a written notice to cancel this agreement then in that event the builder shall cancel this agreement and after deducting 2% of the total consideration amount for the said unit from the amount received from the buyer till that date, refund the balance amount to the buyer within 180 days from the date of such cancellation. However, the buyer shall be entitled to exercise this option within a period of six months from the date of this agreement whereafter this clause shall automatically be deemed to have become inoperative and unenforceable.

23. In case any dispute or difference arises:-

A. Before the delivery of possession and/or the date of possession between the builder and the buyer relating to the interpretation of any of the terms and conditions of this agreement, then the same shall be referred to the arbitration. Such arbitration shall take place in accordance with the provisions of the arbitration Act. 1940.

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B. After the delivery of possession and/or the date of possession in matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the buyer and any employees of the builder or any other buyer or buyers of other units all such matters shall be referred to the arbitration of the builder. Such arbitration shall take place in accordance with the provision of The Arbitration Act. 1940 and shall be final and binding upon all.

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

25. All other agreement and/or agreements hereto before made and which are in any way contradiction to all consistent with this agreement, shall have no effect.

26. That the aforesaid flat will be handed over to the vendee by the vendor after full payment.

**SCHEDULE 'A'**

(As referred to above)

**Description of the land of the Apartment.**

Total land of the Apartment is 8166 sq.ft., builders **M/S KRISHNA DEVELOPERS**, Apartment's Name "**J.D.TOWER**" Situated at Mohalla- Exhibition Road, Thana code-272, Zone-5, P.S.- Gandhi Maidan, Distt.- Patna, bearing Thana No. 137, Tauzi No. 524, Circle No. 6, Ward no.2/18, Plot no. 782, 783 and 784, Holding no. 312, Sheet no. 31, within jurisdiction of Patna Municipal Corporation or Sub and Sadar Registration office and District- Patna, which is bounded as follows:-

North : Bhuneshwar Prasad Shahi & Others.

South : Branch Road.

East : Plot belonging to Sri Madan Mohan Kapoor.

West : Plot belonging to Sri Shiv Karan.

**SCHEDULE 'B'**

(As referred to above)

**Description of the Flat hereby conveyed**

Flat No. ...., on .....having Super built-up area of .....sq. ft. approx (Two thousand six hundred eighty five square feet), alongwith.....Reserve Car Parking at **Basement** floor and common space in the Apartment named "**J.D.TOWER**" Situated at Mohalla- Exhibition Road, Thana code-272, Zone-5, P.S.- Gandhi Maidan, Distt.- Patna, bearing Thana No. 137, Tauzi No. 524, Circle No. 6, Ward no.2/18, Plot no. 782, 783 and 784, Holding no. 312, Sheet

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no. 31, within the limits of Patna Municipal Corporation or Sub and Sadar Registration office and District- Patna, Flat is bounded as follows :-

North : .....

South : .....

East : .....

West : .....

**PART-II**

Consideration amount of the Schedule 'B' of Rs. ....../= (Rupees .....)  
only in which advance Rs. ....../= (Rupees .....)  
only paid by the vendee to the vendor and balance amount of Rs. ....- (Rupees .....)  
only will be paid by the vendee as per demand by the developer/Builder before final execution of the Sale deed.

**SCHEDULE 'C'**

**DESCRIPTION OF COMMON EXPENSES.**

1. All costs of maintenance, operation, repairs, replacing White-washing, painting, rebuilding, reconstructing, decorating, re-decorating and lighting the common parts including the other of the project, perking 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. Insurance premium for insuring the project building against earthquake, fire, lightening 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 PESU and other authorities and/ or organisation.
5. Municipal and other rates and taxes and levies and all other outgoing save those which can not be separately assessed or incurred in respect of any unit.
6. Costs of establishment and operation 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, recovation, painting and/or periodic repainting or repairing of the common parts.

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**SCHEDULE 'D'**

(As referred to above)

**DESCRIPTION OF THE COMMON AREA**

1. All drive ways and parking areas on the said premises, except allotted/non-allotted reserved parking space (RPS).
2. All exterior conduits, utility lines underground and overheads water storage tanks.
3. Exterior lighting and other facilities necessary to the upkeep and safety of the said project.
4. All including shafts, shafts walls, machine room.
5. Care-taker's room, if available lobbies hall ways and staircases and within the said project which are not part of the said unit.
6. That owner's of Flat etc. will have undivided proportionate share over land of project "J.D.TOWER" if the building becomes inhabitable and subsequently demolished.

In witness whereof, the parties hereto have executed and delivered these presents on the day, month and year first above written.

**Witnesses :-**

1.

*Signature of the Vendor/  
Builder*

2.

*Signature of the Vendee/  
Purchaser  
Drafted,*