AGREEMENT FOR SALE

THIS Agreement for Sale is executed on this day of ..... 2017 of the Christian Era (Two thousand and Seventeen of Christian Era).

BETWEEN

AGRANI HOMES REAL MARKETING PRIVATE LIMITED, a company incorporated under the Companies Act., 2013, vide registration no.- U51909BR2013PTC021475/ 2013-14 and having its registered & administrative office at c/o Alok Kumar, H/No.- 15, Patliputra Colony, Patna– 13, (Corporate Office– Khan Villa, South West of B. D. Public School Buddha Colony, P.S- Buddha Colony, District- Patna - 800001), through its Authorized Signatory and Director **Mr. Rana Ranvir Singh** S/o Sri Ram Chandra Singh, resident of village- Jalpura (Tapa), P.S- Chandi, District– Bhojpur, BIHAR; hereinafter

called " The Developer/Vendor", and which lies in his share, thus the Vendor has got absolute right and title to transfer the property fully described in Schedule-II below property, which term or expression unless it be repugnant to the context / subject or meaning thereof shall mean and include their executors, administrators, successors legal heirs and assigns, of the **FIRST PART**.

AND

.....
....., Indian Citizens, hereinafter called the Vendee / Purchasers, which term or expression unless it be repugnant to the Context/ Subject or the meaning thereto shall mean and include his/her/their heirs, administrators, executors, legal heirs and assigns, of the **SECOND PART**.

RECITAL

WHEREAS, the land fully described in **First Schedule** below in the schedule-1 is an ancestral property of land owners (1) Sri Shyama Prasad Gupta son of Late Gaya Prasad (2) Smt. Radha Devi wife of late Dwarika Prasad Gupta (3) Smt. Annpurna Devi wife of late Damodar Prasad Gupta (4) Smt. Shanti Devi wife of late Dewki Prasad Gupta (5) Sri Dayashankar Prasad Gupta son of late Gaya Prasad (6) Sri Durgesh Prasad Gupta son of Late Gaya Prasad (7) Sri Rajesh Prasad Gupta (8) Sri Rakesh Prasad Gupta both S/o late Dwarika Prasad Gupta (9) Sri Anil Kumar Gupta and (10) Sri Ritesh Kumar Gupta both sons of late Dewki Prasad Gupta, all resident of Cant Road Garikhana, P.O.+P.S.- Khagaul, District- Patna, Bihar, which has been purchased by late Phulkumari Devi wife of late Gaya Prasad in her lifetime on 30.03.1964 form Smt. Niranjan Kaur wife of Sri Arjun Singh bearing registered sale deed no. 1034/1964 which is entered in Book No. 1, Zild No. 10 from Page 52 to 57 in the office of Sub Registrar, Danapur, Patna, and since then all land owners are in peaceful possession of their shares in the schedule property and pay rent to the Government.

All land owners entered into a Development Agreement vide Deed No. 7772 dated 11.03.2015 with AGRANI HOMES REAL MARKETING PVT. LTD. through his Director namely Sri Rana Ranvir Singh on

conversion Basis on 50:50 ratio, for the construction of the Multi Storied Building Known as '**P.K. VILLA'** , fully described in Schedule -1 and who's map has been sanctioned by Danapur Nagar Parishad **vide plan case no.....**

AND

AND WHEREAS, the **AGRANI HOMES REAL MARKETING PVT. LTD**, being seized and possessed of and otherwise sufficiently and fully entitled to the free hold land fully described in the First Schedule, desired to raise it above on the said piece of land for the development and construction of a Multistoried Building Complex and built up flats and also spaces in the basement for parking cars etc. as consideration for the value of share in the said land to be given by the land owners to the Developer / Vendor.

Building is going to be constructed over the land and accordingly share of the land owner and Developer has already been distributed. Hence as per rule U/S 5 and others of The Bihar Apartment Ownership Act-2006, Land owner and Builder are entitled to sale their respective shares absolutely, so the above named Vendor has full right to transfer the flat etc. by way of absolute sale to different purchaser on ownership basis.

Whereas, the property and the common facilities of the Apartment and undivided interest are not encumbered in any manner whatsoever on the date of execution of the deed.

And whereas in pursuant to the said Development Agreement and in execution of the terms and conditions contained therein, the Developer / Vendor got a construction plan of the proposed multi storied building complex namely **'P.K. VILLA'**.

And Whereas in assertion of his right in the land and building namely **'P.K. VILLA'** the Vendor /Developer entered into a negotiation with the Vendee of the Second Part and agreed to sale to the Vendee All that **Flat No-.....** on **.... Floor** in the said building Complex mentioned in details in Second Schedule hereunder and hereafter referred to as the 'Said Unit' at and for an aggregate consideration of **Rs...../-(Rs.....)** he approached to the vendor and thus the negotiation for sale has been finalized amongst themselves in respect of the said Flat as fully described in Third Schedule below hereunder this deed of the said Building

complex including the proportionate share in the land as fully described in First Schedule below hereunder this Agreement For Sale , out of that the Vendee has already paid an advance money of **Rs...../-(Rs.....)** to the Developer/ Vendor, details thereof, mentioned in the Third Schedule below.

And Whereas entire amount of consideration has been agreed between the parties to be paid in accordance with the mode of payment vide cash and cheque mentioned in the Third Schedule below.

And Whereas the purchaser has requested the Vendor to grant and execute the conveyance of the said unit.

NOW THIS INDENTURE WITNESSETH AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Developer/Vendor shall construct and complete a complex known as **"P.K. VILLA"** over the said land in terms of the scheme framed by the Developer/Vendor described in the Fourth Schedule.
2. The Buyer/Vendee has agreed to acquire from the Developer/Vendor the said flat described in the Second Schedule written hereunder for a total consideration of **Rs...../-(Rs.....)** in the mode and manner as prescribed in the third schedule hereunder written and the Developer/Vendor has agreed to convey the same in favour of the buyer/Vendee at the said consideration.
3. That the total consideration has been calculated on the basis of super built up area as detailed in the Second Schedule. In case of any difference is found in the area at the time of taking final measurement after completion of the building, the difference in the consideration amount shall be adjusted accordingly. The certificate of the Architect in this regard shall be final on both the Buyer/Vendee and the Developer/Vendor.
4. The said total consideration shall be paid by the Buyer/Vendee to the Developer/Vendor or its authorized representative in the manner set out in the Third Schedule hereunder written. It is also agreed that all such payments shall always be made by crossed A/c payee cheque or pay

orders or demand draft drawn on any bank of Patna in favour of the Developer/Vendor.

5. The Buyer/Vendee shall make full and final payment of all the account under this agreement, whether demanded or not by the Developer / Vendor as per Third Schedule.

6. If the Buyer/Vendee fails to clear all the dues along with 18% interest per annum within 60 days from the date of the said amount becoming dues, the Developer/Vendor shall be entitled to cancel the allotment of the said flat and allot the said flat to any other person and Developer/Vendor shall refund the paid amount to the Buyer/Vendee (Which has been paid by the Buyer/Vendee to the Developer/Vendor)after 90 days from the date of cancellation after deducting 2% cancellation charge and service tax on the said consideration amount which is mentioned in the Third Schedule.

7. As soon as the said flat agreed to be acquired by the Buyer/Vendee is completed by the Developer/Vendor or by his authorized representative, the developer / Vendor shall notify to the Buyer/Vendee about its completion and within 15 days of the notice given to the Buyer/Vendee shall take possession of the said flat after full and final payment or by depositing all amounts becoming due by the Buyer/Vendee under this agreement.

   If the Developer/Builder shall not hand over the possession of the unit within stipulated period and Buyer/Vendee wanted to get his/her money back then Developer/Builder shall return the payments made by the Buyer/Vendee along with simple interest to the Buyer/Vendee or if the Buyer/Vendee wanted to get the scheduled flat, the Developer/Vendor shall pay simple interest on the total payments made to the Developer/Vendor, over the delayed period to the Buyer/Vendee.

8. Provided further, if the entire consideration amount is paid by the Buyer/Vendee to the Developer/Vendor and the Buyer/Vendee observes all the terms and conditions and stipulation contained herein to be performed, the Buyer/Vendee shall be entitled to peacefully

hold, possess, sell and enjoy the said flat without any interruption after getting the flat registered in his/her name.

9. After occupation, the Buyer/Vendee shall not use the said flat for any purpose other than residential for which the said flat is being acquired by him/her except with prior written permission from the Developer/Vendor. The Buyer/Vendee shall keep the common area and the compound of the said building and the said complex neat and clean in proper condition and shall neither occupy, interfere, hinder or keep or store any goods, furniture's etc. in the common area and the compound of the said building nor shall use the same for any illegal purpose or in the manner which may invite any objection of the Buyers/Vendees of other flats in the said building or the said complex.
10. From the date of possession, the Buyer/Vendee agrees and undertakes to pay regularly and punctually the proportionate share of Municipal rents and taxes on the basis of Municipal Assessment and of all the outgoings calculated either on actual amount in respect of the said flat including all rates, dues, duties, common utilities maintenance charges including running charges, repairs, salaries of the employees (bill collector, guard, liftman, sweeper, electrician, plumber etc.) and all other expenses incidental to the maintenance of the said complex as may be determined or fixed by the Developer/Vendor or societies as service charges, on or before the 7th day of every month.
11. The Buyer/Vendee irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Developer/Vendor or society, may call upon the Buyer/Vendee to do in the best interest of the building and/or complex and the Buyer/Vendee of the other flats in the said complex.
12. The Buyer/Vendee shall carry out all internal repairs of the said flat agreed to be acquired by him at his own cost and maintain the same in good condition.
13. The Developer/Vendor covenants with the Buyer/Vendee that the construction of the said building shall be completed up to **.....** with a grace period of six months, provided that

the time for completion shall be deemed to have been extended in the event of non-availability of building materials or delay in receipt of installments of the consideration amount from the Buyer/Vendee of other flats and/or delay due to Vis major means ('superior force', force of people or nature which cannot be stopped) clause, as provided herein. If the Developer/Vendor is not able to give possession of the said flat to the Buyer/Vendee on the above account or on any reasonable cause, the Buyer/Vendee may not be entitled to any damage, whatsoever, but shall be entitled to receive back the entire money paid by him to the Developer/Vendor.

14. The Buyer/Vendee covenants with the Developer/Vendor and through him with the Buyer/Vendee of the other flats that he shall not ever demolish or caused to be demolished any part of the said flat or any part and portion of the said building complex nor shall he at any time make or cause to be made any new construction disturbing the basic structure, of whatsoever nature, in the said building or the said complex or any part thereof.
15. The Buyer/Vendee further covenants that he shall not make additions or alterations to the said flat without the previous consent in writing from the society framed by the Developer/Vendor for the maintenance and upkeep of the said complex.
16. The Developer/Vendor shall have the right to construct or to put any additional structure on the roof of the said complex and such construction shall be the sole and exclusive property of the Developer/Vendor who shall be entitled to deal with or dispose of the same in such manner as Developer/Vendor may deem expedient provided the same is passed by PMC OR CONCERN AUTHORITY. The Buyer/Vendee shall not be entitled to raise nor shall raise or create any obstruction or hindrance of any nature whatsoever on such right of the Developer/Vendor nor the Buyer/Vendee shall claim any right, title and interest in such additional structures raised on the roof.
17. That the Developer/Vendor shall also be entitled to make such changes, additions and/or

alteration in the said plans as approved by PMC OR CONCERN AUTHORITY, as the exigency of the situation or circumstances shall warrant or require. The brochure given at the time of booking was only for information. All the building plans, layouts, specifications, colour schemes etc. are tentative and subject to variation and modifications as may be decided by the architect/ company. Accessories shown in the brochure's layout plans of the flats such as photo, picture, scene, furniture, cabinets, electric appliances etc. are purely indicative and are not a part of sale offerings. Specification shall be provided as per the details laid down in this agreement mentioned in Schedule- 4.

18. The fitting, fixtures and amenities to be made and provided by the Developer / Vendor, shall generally confirm to the specifications detailed in Schedule four hereunder or as may be altered and / or amended by the Architect. It's being agreed that after the date of possession and / or delivery of possession, whichever be earlier, the Buyer shall not be entitled to make any claim, whatsoever for these things or for any other such claim or claims.
19. All costs, charges and expenses in connection with the formation of the said co-operative/society as well as the cost of preparing executing and registering of the Agreement, Deeds of conveyance or conveyances/transfer deeds and any other documents and also the stamp duty as well as the registration charges as applicable at the time of conveyance of deed, shall be borne and paid by the Buyer/Vendee and the Developer/Vendor shall not contribute anything towards such expenses.
20. All letters, receipts and / or notices issued by the Developer/Vendor and dispatched under registered post to the above address or such other address as may be intimated by the Buyer/Vendee, shall be construed as a proper service to the Buyer/Vendee and shall be sufficient proof of receipt of the same by the Buyer/Vendee after the 7th day from the date of proper service upon the Buyer/Vendee.
21. The Buyer/Vendee hereby agrees that the Developer/Vendor shall be entitled to create equitable or any legal mortgage of the land and

building in the said complex either in full or in part for obtaining loan from any bank or institution or from any third party for the purpose arranging loan for the Buyers/Vendees of the other flats in the said complex. No loan has been taken on the said flat by the Developer/Vendor.

22. The Developer/Vendor hereby agrees to liquidate all loans with interest thereon if obtained by the Developer/Vendor for the purpose of financing the constructions, before the final conveyance. It is, however, agreed by and between the Buyer/Vendee and the Developer/Vendor that neither Developer/Vendor nor society shall be responsible in any manner, whatsoever, in respect to the loan or loans arranged for the Buyer/Vendee and the Buyer/Vendee alone shall be responsible in any manner, whatsoever, in respect to the loan or loans arranged for the Buyer/Vendee and the Buyer/Vendee alone shall be responsible for the timely repayment of the same.
23. The Buyer/Vendee hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Developer/Vendor or its authorized representatives for assisting the Buyer/Vendee in obtaining loans from banks and financial institutions.
24. The Buyer/Vendee further agrees and hereby irrevocably authorize the Developer/Vendor to appropriate all loan amounts as and when received towards existing and/or further installments payable by the Buyer/Vendee as detailed and set out in the Third Schedule hereunder written.
25. The stamp duty, registration charges and other charges, if any , applicable at the time of registry, in respect of the said unit shall be borne and paid by the Buyer and that the Builder shall not be liable to contribute anything towards such expenses.
26. The Buyer agrees to acquire from the Builder the Said Flats hereinafter referred to as the said unit or more fully described in the Schedule– II hereunder at or for a total consideration as mentioned Schedule– III hereunder written and

the builder has agreed to sell the same in favor of the Buyer at the said consideration.

a) The said total consideration has been calculated on the basis of super built-up area.
b) The said total consideration shall be subject to escalation if there is financial emergency declared in the country, so as to meet the increase in costs of materials and labour during the period of construction and shall be subject matter to be paid by the Buyer before taking the possession of the unit. However escalation shall be subject to the proportionate increase in the material cost, labour cost and others of the basic cost of the said unit.
c) The said total consideration shall be paid by the buyer to the builder as and in the manner set out in Part Schedule – 3.

27. In case any dispute of difference arises then all the
Matters would be subject to Patna Jurisdiction only.
28. All other agreement and /or arrangements or letters; assurances written, oral or implied hereto before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.
29. That in case of any sales tax, purchase tax, service tax or any other Govt. duty/Tax (Except Income tax), as prevailing, if payable, after purchase of the aforesaid flat in relation to the said flat or the said building or the said complex, the same shall be on the account of Buyer/Vendee.

RIGHTS OF THE BUYER/VENDEE

1) Apartment Owner shall comply strictly the bye-laws (decisions of the Association of the Apartment owners regarding sharing of common expenses, common profit, service charges) and with the covenants, conditions and restrictions set forth in the Deed of the Apartment, and failure to comply with any of them shall be a

ground for action to recover sums due for damages, or for inductive relief, or both, by the Manager or Board on behalf of the Association of Apartment Owners, or, in a proper case, by an aggrieved apartment owner.

2) Every promoter or Developer or Builder shall make a full and true discloser of the nature of his title to the land on which the Apartment are constructed.
3) make full and true disclosure of all encumbrances on such land, including any title, interest or claim of any part in or over such land;
4) Give inspection on seven days notice or demand, of the plans and specification of the building, such as specification relating to structural safety against earthquake and fire, built or to be built on the land such plans and specifications having been approved by the local authority which he is required so to do under any law for the time being in force;
5) Disclose the nature of fixtures, fittings and amenities (including the provision for one or more lifts) provided or to be provided;
6) Disclose on reasonable notice or demand if the promoter is himself the builder, the prescribed particulars as respects the designs and the materials to be used in the construction of the building, and if the promoter is not himself the builder disclose, on such notice or demand, all agreements entered into by him with the architects and the contractors regarding the design, materials and construction of the buildings;
7) Specify in writing the date by which possession of the Apartment is to be handed over (and he shall hand over such possession accordingly);
8) Make a full and true disclosure of all outgoings(including ground rents; if any, municipal or other local taxes, taxes on income, water charges and electricity charges, revenue assessment, interest or any mortgage or other encumbrances, if any);
9) As per section 10 (4) (a) of the Act , the percentage of the undivided interest in the common areas, facilities shall have a permanent character, and shall not be altered without the written consent of all the Apartment owners.

10) The Buyer/Vendee is also entitled for the proportionate share of land along with his/her purchased flat.

THE FIRST SCHEDULE HEREIN ABOVE REFFERED TO :-

All the piece and parcel of land measuring an area of about 30 decimal or 9 katha 8 Dhur 10 Dhurki bearing Thana No. 39, Old Ward No.05, New Ward No. 07, Circle No. 07, Holding No.114 and 222, present House Holding No. 228, New Holding No. 161/25, Code No. ...., Zone- .., situated at Mohalla- Aadampur Garikhana, Mauza- Rampur Aadampur Garikhana, P.S.- Khagaul and District Patna within the limits of Patna Municipal Corporation, under the jurisdiction of Patna Regional Development Authority and Sub-Registrar Danapur Registry Office, Patna, under Nagar Parishad Danapur Nijamat, and the same is bounded butted as follows:

Boundary:-

North : - Govardhan Narayan.
South : - Dak Bangla.
East : - Cantt Road.
West :-Gopal Narayan and Govardhan Narayan.

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:-

(Description of the said unit)

ALL THAT **Flat No-.....** on **.....** Floor in **Block- '....'** of the building named **'P.K. VILLA'**, having super-built-up area measuring **..... Square feet (..... Square Feet)** and one reserve car parking space in basement, common swimming pool and community hall as also an undivided share in the land of the said **'P.K. VILLA'** super built up area shall be aggregate of the following:-

Proportionate share in the land and in the building like staircase in all the floor, walls and its plant installation space, electrical space, common meter space, common passage on each floor and lobby on the ground floor, Gen set room, lift, water pump, water tanks, and electrical sub- station space etc. outside

the said building are also taken into account as service area and the said flat is bounded as follows:-

BOUNDARY

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

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO :-

(Mode of Payment of consideration amount)

Total consideration **Rs...../-(Rs.....)** shall be paid by the Buyer/Vendee to the Developer/Vendor in installments and within 7 days of demand, which details are as follows:-

At the time of booking:- **Rs...../-(Rs.....)**

INSTALLAMENT DUE	**SITE POSITION**	**AMOUNT AGAINST FLAT**	**SERVICE TAX**	**AMOUNT INCLUDING SERVICE TAX**
BOOKING & AGREEMENT				
First INSTALAMENT	**Plinth Floor casting**			
SECOND INTALMENT	**Ground Floor casting**			
THIRD INSTALAMENT	**1st Floor casting**			
FOURTH INSTALAMENT	**2nd Floor Casting**			
FIFTH INSTALAMENT	**3rd Floor casting**			
SIXTH INSTALAMENT	**4th floor casting.**			
SEVENTH INSTALMENT	**5th floor casting.**			
EIGHTTH INSTALMENT	**6th floor casting**			
NINETH INSTALMENT	**Finishing**			
Total				

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO:-

(SPECIFICATION)

Structure:- Earthquake resistance, R.C.C. framed structure reinforced with ISI marked steel, designed by expertise engineers.
Flooring:- Entire floor of the flats and common space will be of marble / vitrified.
Kitchen:-Granite Kitchen platform with stainless steel sink and drain board, glazed tiles up to2'.00" ft. height from working platform, provision for hot and cold water.
Bathroom:-Glazed tiles in eye soothing color up to 7 ft. height and provision for hot and cold water system.
Window:- Glazed paneled wooden window frames/Aluminum.
Doors:- Entrance door of 32 mm thick ISI mark flush door shutters painted with two coats of synthetic coloured enamel paint.
Finishing:-Wall &ceiling will be finished with POP, the external wall will be cement plastered & painted with weather coat paint.
Electrical:- Concealed electrification with ISI marked cable and switch, provision for adequate light & power, T.V. & Telephone.

IN WITNESS WHEREOF, both the parties have subscribed their respective hands on these presents on the place, date, month and year first above mentioned in presence of the following witnesses:
Witnesses

1.

Signature of the
Vendor/ Developer.

2. Signature of the
Buyers / Vendee.

Drafted by:-(Maharana Pratap,) Advocate,
Advocate Association, Room No.- 2, Table No.- 1,
Patna High Court,(M) 7091490863.