भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

क्रम सं०	विक्रय तिथि	मुद्रांक मुल्य मुल्य वर्ग का सिट संख्या	क्रेता का नाम और पता	अभियुक्ती
	02		अनिल सिंह	एग्रीमेन्ट

V 463431

2306 0392 9000×9 पिता स्व० सरजु सिंह
9000=- महल्ला 360 ए० पी० कॉलनी
एक हजार रुपये मात्र पता- रामपुर जिला गया

कार्यालय
गया गाड़ी
27 JAN 2018

पवन कुमार सिन्हा
मुद्रांक विक्रेता अनु. सं.-35/82-83
निबंधन कार्यालय प्रांगण, गया

This Agreement for sale made on ..... 2018, between Vaibhav Builders and Construction a proprietorship firm through its proprietor Anil Singh aged ..... years S/o Late Sarju Singh R/o Moh. 360, A. P. Colony, P.S. Rampur, Gaya here-in-after referred to as the Builder of the one part which unless repugnant or contrary to the context shall mean and include his legal heirs, successor in interest assigns, legal representatives etc.

Sri/Smt. S/o

R/o Vill./Moh. P.S. Distt.

AND

Sri/Smt. S/o

R/o Vill/Moh. P.S. Dist. Gaya

being hereinafter to as the Buyer of the other part which been zenless repugnant or contrary to the context shall mean an include his legal heirs.

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Whereas M/S Vaibhav Builders and Construction is a Proprietorship firm and Anil Singh S/o Sarju Singh is the proprietor and carry out the business and continuing the business of M/S Vaibhav Builders and construction, the firm is engaged in business of construction of Building Apartment and Land Development and construction multi storied and multicomplex building.

Whereas, the buyer of the other part, having enquired and being satisfied with the workmanship quality and Reputation of the said M/S Vaibhav Builder and construction has approached the Builder of the One part and requsted him that he interested in purchasing a flat in apartment which the Builder is constructing or planning to construct in near future.

Whereas the builder has recently entered into a negotaition and the same has been finalized and he has entered into Registered Agreement dated 28.02.2015 with

1. Sri Kapildeo Singh aged about 59 years
2. Dr. Angrah Narayan Singh aged about 57 years
3. Sri Vijay Kumar Singh aged about 55 years
4. Sri Birendra Kuamr Singh aged about 51 years
5. Sri Manoj Kuamr Singh aged about 49 years
6. Sri Sudhir Kumar Singh aged about 45 years, all sons of Late Ram Ekbal Singh resident of A.P. Colony., Distt. Gaya, Ward No. 9A, holding No. 81/389 Old, 106 New, P.S. Rampur Distt. Gaa int he town of Gaya beign governed by Mitakshara School of Hindu Law who all absolutely own and possessed a piece of land detailed in schedule A & B of the said Development agreement dated 28.02.2015 and the same was further agreed and consented by the other owners of Hindu Family vide Registered Agreement dated 28.02.2015. The aforesaid persons is sufficient entitled to all that free hold lands, the same being situated at A.P. Colony, Distt Gaya, Ward No. 9A, holding No. 81/389 Old, 106 New, P.S. Rampur, Town & Distt. Gaya the same being fully detailed in schedule-I A of this Deed.

And Wheres by virtue of the terms and condition in the said development agreement and more specificiall detailed in Schedule-B, of the development agreement dt. 28.02.2015 between the builder and the said land owner as named above, the builder has framed a scheme to develop the Sch-I, Land in architectural manner, so that the developer of the First Part can develop, construct and sale a Multi Storied Building complex named as ***Ram Ekbal Vaibhav*** Residency over the Sch-I land, the said complex will comprises of flats for residental purposes, parking space, common places other amenities and as the terms agreed between the Land Owners and developers.

And Whereas the buyer has personally acquainted and gone through and examined the facts as stated above and on being satisfied and confirmed about the genuineness of the land

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owners, their title of the Sch-I Land, about right, entitlement and interest of the builder to plan, construct and sell the aforesaid building complex named as Vaibhav apartment having several flats, other separate portions and the buyers are also aware of the facts that the builder has entered and accordingly will enter into separate agreement with other buyers or persons who are interested in acquiring the flats or the portion so developed by the said builder over the **Sch-I Land.**

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEEN THE

PARTIES HERE TO AS FOLLOWS :-

1. That the Buyers of the other part namely .....having come to know about the sale of flats in the proposed **Ram Ekbal Vaibhav** Apartment at Mohalla A.P. Colony, Gaya-in the town of Gaya, has approached, the Builder, for purchasing a flat along - with other facilities, and the same being detailed in Sch-II of this Deed and here-in-after being referred to as the "Said Unit" and on being mutually agreed between both the parties the total sale consideration of the Said Unit has been finalised at Rs. .....(half of which / ( ) the details of the payment being given in Sch-III of this Deed, accordingly on payment by the Buyer as per Sch-III the Builder will transfer the Said Unit in favour of the Buyer subject to other terms and condition as agreed upon between the parties.

2. That the builder of the one part has assured the buyer the other part to complete the construction work within two & half years. It has been further agreed that in case there is delay in compliance of the terms convenanted upon by the buyer of the other part, the said period shall be accordingly extended with the mutual consent. In case the delay is caused by any unforeseen reason or circumstances which is beyond the control of the builder, the said period shall be proportionately be extended. However in case any dispute arises the matter shall be referred for arbitration, to the arbitrator appointed with the

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consent of the builder and the award given by the Arbitrator shall be final and binding upon both the party.

3. That buyer of the other part beside being satisfied with the quality of work being provided by the builder of the 1st part has also made enquiry in personal capacity with the plans and architectural designing, the amenity and other facilities being provided by the builder in the said unit and being fully aware with all the facts has agreed to enter into this agreement with the builder on his own and free will.

4 That in case the Buyer delays the payment as detailed in **Sch III** and the same is not paid in accordance with the details given in Sch III , it shall carry interest @ of 24% for delay caused in making payment and further accordingly, in proportion, to the delay in payment of the consideration amount and the interest on the delay payment, by the buyer, the transfer of the Said Unit by the Builder, may be delayed, if so, the situation arises.

5 That the buyer shall pay the entire amount as stated in detailed in Sch III of this deed, within 15 days of the date fixed ,failing which the Builder shall have the sole and exclusive right to terminate the Agreement without any further notice to the Buyer or any concern and he may enter into any sale agreement with other buyer and thereupon the Builder shall refund to the present Buyer the sum paid by him after deducting 10% of the said amount towards the loss caused to the Builder due to default and negligence of the Buyer of the Other Part.

6 That the builder has assured the buyer that area of the flat (said unit) shall be the same as mentioned in the broachers but any structural adjustment it may vary up to 3% for which neither of the party shall have any claim or grievances and it shall be deemed to be ignorable by both the party.

7 That as soon as the Said Unit ,agreed to be acquired by the Buyer is to be completed , as per specification given in **Sch –II** of this deed or as amended , as per technical advice of the expert or architect or subject to any relevant rules and bye-laws , the builder shall notify to the buyer of the Said Unit of having the said unit completed. Within 15 days of the

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notice given to the buyer by the Builder , the Buyer shall take possession of the Said Unit after full payment and / or deposit of all amount becoming due to the Builder under this agreement , the said possession will be totally at the Buyers risk. Further any cess or tax imposed by the Local authority or the Govt. or under any statute , shall also be paid by the Buyer to the concerned authorities or the treasury , with documentary evidence and information to the Builder , before taking possession of the Said Unit.

Provided that the entire consideration amounts and deposits etc. due to the builder under this agreement are paid to the builder and the buyer performs all their terms and condition and stipulations contained herein and being satisfied with all the requirement and specification as agreed upon and to be entitled to peacefully hold possess and enjoy the said unit without any interruption by any person/s lawfully or equitably claiming for, under or in trust for the builder the buyer shall execute a declaration to this effect and thereupon the Builder shall issue occupancy certificate to the Buyer.

8 That after the compliance of the agreed terms as per para 4, to the satisfaction of the Builder ,the Buyer shall ipso-effecto deemed to be in the possession of the Said Unit on the 15th day of the date of the said notice. The Buyer has assured and agreed with the Builder that he shall execute any such paper or document or appear before any authority to ratify any such document , which the buyer may be required to sign or execute , to effectuate any of the terms, as agreed between both the parties, The Buyer and The Builder.

9 That the Buyer shall after taking the possession of the Said Unit in accordance with the terms agreed under this Deed shall use the Said Unit only for residential purpose , for which the Said Unit has been acquired by him. The Buyer shall keep the common area and the compound of the Said Unit and the complex neat and clean and in proper condition and shall neither occupy , interfere , hinder or keep or cause any act which may cause any annoyance or invites objection , by the other occupants of the Apartment or the other occupants may have

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any inconvenience in the free access to the common places in the said apartment.

10. Not withstanding any thing to the contrary elsewhere here-in contained the builder may at its options and on receipt of full consideration for all the flats and parking spaces etc. form a Co-operative Housing Society or Associations/s of the buyers of all such flats etc, and the such formed society or AOP shall formulate , plan and execute all the proposals, decisions and guidelines , which are being approved for day to day maintenance and management of the Apartments , amenities attached or needed , safety & security., keep-up , all other basic requirements etc.

11 That the Buyer agrees to be the member of the Association of Persons , co-operative or Society which may be formed by the other occupants of the flats in the said apartment , for the purpose of maintenance of the said Apartment and setting guidelines for descent and cultured living and life style by all the occupants of the different flats , and shall abide by all the rules ,direction adopted by majority decision , by such Association of Persons , co-operative or Society and shall further pay the proportionate , taxes , maintenance charges or any such other dues which the occupants are liable to pay or decides to pay . In case of default of such payment or non compliance of the decision of the Association of Persons , co-operative or Society , the members by the majority view may impose penalty and fine upon such occupants . In case the said occupant fails to pay such fine imposed or comply with such direction, he may be deprived or restrained from using facility for which he has not paid proportionate contribution or be restrained from using the common place. And further said amount shall be realized from such defaulting flat owner through the process of Law. The said due amount shall also bear pendent-elite and future interest at the rate of 18% P.A. which shall be calculated at compound rate of interest.

The Buyer further covenant that in case he or any of the occupant of the flat owned by him commits any illegal act or found involved in any activities of moral turpitude, the owner shall be liable to be ceased to be member of the so formed Association or co-operative besides other legal consequences.

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12 All costs charge and expenses in connection with formation of said co-operative housing society or association/s as the case may be, i.e. 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 professional costs of the attorneys of the builder preparation and approving such documents and also the stamp duty applicable at the time of conveyance shall be borne and paid towards such expenses the expected proportionately by the buyer and the builder shall not be liable to contribute towards such expenses; the expected proportionate share of such costs, charges and expense shall be payable in advance by the buyer immediately on demand being made by the builder or other behalf .

13 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 facility of utility or amenity, the buyer shall contribute proportionately towards such security on deposit as shall be determined by the builder

14 The buyer hereby agrees and undertakes, that until such time the conveyance of the entire complex / apartment is executed as here-in-stated in this deed , he shall abide by all the rules and regulations framed or to be framed or guidelines issued from time to time by the builder and generally do all and every act that the builder may call upon the buyer to do in the interest of the builder and / or the complex and the buyers of the other units in the building and/or the said complex.

15 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 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 buyer shall be responsible to Municipal corporation, and /or any other local authorities for anything done in connection with the said unit and/or the said complex and shall

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be liable for the consequences thereof. The buyer shall also always keep the builder indemnified from all losses and payments , which the builder may have to suffer or have to pay on the buyer's behalf at any time in future. *The Buyer shall not cause any act which may cause any annoyance to the other occupant of the Apartment/comlex or the persons living in the vicinity.*

16. The buyer covenants with the builder and through them with the buyer of the other units that he shall not ever demolish or cause to be demolished any part of the said building or any part or portion of the building nor shall be at any time make or cause to be made any new construction of what-so ever nature in such complex or in the said building or many part thereof, the buyer further covenants that he shall not make any additions or alterations in the internal of the said unit without the previous consent in writing of the builder or the said co-operative housing society/s or associations when formed.

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

18. To enjoy the common interest in the proportionate individual share in the open space or ground land, stair case, drainage, sewage right of basement passage, light & air, this does not include the roof top open terrace which will be under the control of the builder , until the society of the owners is formed registered and starts functioning provided further that if the builder is permitted by the competent authority to construct further construction on the open terrace in that event the buyer shall not raise any objection to it nor shall have any right title or interest over the terrace of the premises .

19. That in case at any time hereby and before or the completion of transfer hereunder the land and/or any of the buildings there-on any part there-of (complete or incomplete) be acquired by the competent 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

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attorney to claim and receive all such compensation money

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

21. That in case any tax ,cess or any revenue issue arises on account of construction of the apartment after the date of development agreement dt. and which is not within the knowledge of the Builder, it shall be jointly paid, proportionately by all the owner/occupant of the Apartment and in case any such tax, cess or any revenue issue relates prior to the date of development agreement it shall be exclusively borne by the Land *owners in proportion to their share as detailed in Sch I of this Agreement.*

22. The builder shall have the first charges on the said unit, to be acquired by the buyer, in respect of any amount liable to be paid by the buyer under the terms and condition of this Deed and the buyer shall not sub-let, transfer , assign, sell or part with possession or in any way dispose off the said unit or his interest therein or there under without prior written consent of the builder to be obtained by the buyer giving thirty days notice in writing to the builder.

23. The Builder covenants with the buyer that the construction of the said building shall be completed by ..... with a grace period of six months, provided however that the time for completion, shall be deemed to have extended in the event of non-availability of building material or delay in receipt of installments of consideration amount from the buyer or any of the buyer of the other unit and / or the builder and Natural calamities , or due to any unavoidable circumstances e.g. Riot , Arson, strike by the government staff / authorities or any such reason which may cause any hindrances or delay in carrying out the construction work by the builder.

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24. All letters receipts and/or notices issued by the builder and dispatched under certificate of posting or through electronic mail , to the above address or such other address as may be intimated by the buyer shall be sufficient proof of receipt of the same by the buyer on the 4th day from the date of dispatch.

25. In case the buyer for any reasons what so ever intends to cancel the booking he can do so by sending a written intimation to the Builder , which is duly served and acknowledged by the Builder. The buyer after sending the intimation shall claim the refund of the amount paid by him against, which he/she shall be entitled only when the other buyer has booked the said flat . As the new buyer shall deposit the price/booking amount of the said flat the Builder shall pay the out-going buyer subject to the condition that 25% of the deposited amount shall stand forfeited by the Builder.

26. In case any dispute or difference arises:-

(A) Before the Delivery of possession and/or after the date of possession between the builder and the buyer relating to the interpretation any of the terms and conditions of this agreement then the same shall be referred for arbitration to a sole Arbitrator appointed by the Builder and such arbitration shall take place at Gaya in office premises of the Builder , in accordance with the provisions of the Indian Arbitration and Reconciliation Act. 1996 . And the decision of such Arbitrator shall be , final & binding on all the parties to the Arbitration Proceedings.

(B) The courts having original jurisdiction in the town of Gaya alone have the jurisdiction in all matters relating to or arising out of this agreement.

(C) All other agreement and or agreements here to made before and which are in any way contradictory to or inconsistent with this agreement shall have no affect.

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27. The buyer will acquire right title interest and possession over the said flat, on payment of the consideration amount as indicated herein above and only after getting occupancy certificate from the Buyer.

IN WITNESS WHEROF THE PARTIES HERE TO HAVE EXECUTED THESE PRESENTS IN ORIGINAL AND ITS DUPICATE PHOTO COPY DULY ATTESTTED ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :-

SIGNATURE OF BUYER

1.

2.

SIGNATURE OF DEVELOPER

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Schedule-I

Details of Land

Khata No.	Plot No.	Area	Mohalla	P.S.
81/389 (Old)	389	11608sft.	A.P. Colony	Rampur
105/389 (New)				

Boundary

North - Road

South - Gaya College

East - House of Owner

West - Ashoka Hotel

Schedule-II

Details of Flat to be purchased (Said Unit)

Flat number ..... in at ..... Floor measuring Sq. Feet Approx .....

Having Two/Three Bed Rooms, two Toilets cum batch, One dinning space, one Kitchen two Balconies.

Situtated at Plot No.-389, Ward No.-105/389 (New), A.P. Colony, P.S.-Rampur, Dist-Gaya Butted and Bounded as follows :-

East -

West -

North -

South -

With one reserved car parking space, The Car parking space will be on right use basis.

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Schedule-III

Payment Details

a) Total Sale consideration of the Said Unit

b) Payment Schedule

Rs. .....At the time of Booking and Registration

Rs. .....At the time of Roof concreting of the concerned Flat

Rs. .....At the time of Start of Brick Work

Rs. .....At the time of Start of Plaster

Rs. ..... At the time of Start of Flooring

Rs. ..... Before 15 days from the Date of possession

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