AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on ..... at Bhagalpur.

BETWEEN

M/S ANUPAMA DEVELOPER PVT.LTD. through its Managing Director Pradeep Kumar Sharma Son of Late Sri Nand Lal Sharma a Registered Private Limited Company having its Head office of business and Resident of GD, Shree Kunj Apartment, Bose park, M. G. Road, P.s. Kotwali District and in the town of Bhagalpur PAN No AAJCA0805F hereinafter referred to as "THE DEVELOPERS (which expression shall mean and include its successors, survivors and assigns etc.) OF THE ONE PART SELLER."

AND

..... aged ..... years Mobile No: ..... S/o. ..... Permanent resident of ....., P.O. ....., P.S. ....., District-..... presently residing At & P.O- ....., ..., ..., District- ....., hereinafter collectively referred to as PURCHASER OF FLAT (Which expression shall mean and include his heirs, successors, Legal representatives, Administrators and assigns) OF THE OTHER PART. *Pan No-* ... ...

WHEREAS:-

(a) THAT the owner of the land Sri ..... S/o .... of his family resident of ....., ..., P.S. ..... District & in the town of Bhagalpur, Bihar appertaining to Khata no. ..... bearing Khesra no. ..... & ..... having an area of ..... Hectares being ..... sqft approx. homesteed land under Bhagalpur Municipal Corporation Ward No. ..... holding no. ..... Jamabandi of Bihar Sarkar through Anchal Office Jagdishpur Jamabandi no. ..... stand in the name of .... and their names recorded in Khatiyan in joint bounded and butted as follows:-

North : - .....

South : - .....

East : - .....

West : - .....

(b) That the land owner decided to construct a residential Multi storied building over the land and entered into a Registered Development agreement vide Deed No ..... dated ..... registered at Registration office Bhagalpur with M/s Anupama Developer Pvt. Ltd. through its Authorized Director namely Sri Pradeep Kumar Sharma who became entitled to develop a multi storied

building as ..... floor over the land as mentioned here above after passing approved map and specification approved by the competent authority and also obtained, and the Building Known as ".....". The share of flat in between land owner and Developer is also fully described in additional development agreement dated ..... between land owner and developer, part of the registered development agreement.

(c) That after passing the Map the aforesaid Developer has appointed experienced Architects and Engineers to construct a multi storied building over the land and the map and drawings prepared by them duly approved by the competent authority Bhagalpur and the work of development of multi storied building over the land is under process to complete the building.

(d) That as per registered development agreement the Developer here is entitled to construct a multi-storied building over the land in question here.

(e) That the share of the building has been decided in between Land owners and Developers in the registered development agreement as 40% of land owners and 60% of Developers as below:-

Share of land owners:-

Flat No	**Floor No.**
.....	.....
.....	.....

Share of Land Developer:-

Flat No	**Floor No.**
.....	.....
.....	.....
.....	.....

(f) That as per the Registered Development Agreement the land owners and M/S Anupama Developer Pvt. Ltd through its Directors are entitled to negotiate to

sale, to execute the agreement to , execute the sale deed and get it registered at Registration office Bhagalpur by presenting the sale deed before the sub-Registrar, Registration office Bhagalpur in favour of intended purchaser and also entitled to collect the amount of their shared portion of apartment and undivided proportionate share in the land of apartment with all common facilities.

(g) That as per the Registered Development Agreement vide Deed No ..... dated ..... the land owners hereby authorize and empower the developer M/S Anupama Developer Pvt. Ltd through its Directors to book, to execute the registered agreement to sale and also received the amount from intended purchaser/buyer of their share i.e. 40%.

(h) That as per the resolution of M/s Anupama Developer Pvt. Ltd. dt..... Shri Pradeep Kumar Sharma elected as Managing Director & authorized to execute agreement of sale as well as to execute the sale deed & get it registered in favor of any purchaser on behalf of the company of his share.

(i) That the purchaser of flat ..... namely fully described above here approached the developer of apartment to purchase a flat of the apartment which is in the share of Developer after fully satisfaction of the deeds/papers/map/ materials in used and after satisfaction chose to purchase flat no ..... on ..... Floor of the apartment with parking in basement and developer also agreed to sale the above flat & parking to purchaser fully mentioned above here on the terms and conditions as mentioned below here.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The developer shall construct the said apartment known as "VISHWA SHAMBHU ENCLAVE" apartment over the said plot as mentioned above here as per the approved map and specifications.

2. The purchaser agrees to purchase from the Developer and the Developer also agree to sell to the purchaser Flat No ..... Constructed on the ....nd Floor of the apartment covering its total admeasuring area ..... sqft. approx along with supper structure area including all common facilities along with its undivided proportionate share in land out of total land of the apartment measuring 7908.6 sq.ft. (The aforesaid Flat herein after collectively referred to as **"the said premises")** for a total price of Rs. ...../- (Rupees .....) the said premises agreed to be sold hereunder are more particularly described in the **"SCHEDULE"** hereunder written. The purchaser has paid in advance to the Developer a sum of Rs...../- (Rupees ..... Only) as earnest money which is the part consideration money towards the sale price vide Cheque no-..... amounting ...../- & Cheque no-..... amounting ...../- of ....., ... The Developers hereby admit and acknowledges the earnest money as paid by the purchaser here and the balance price/sum of Rs...../- (Rupees ..... only) in the following manner:

(i) On Booking of flat	25%
(ii) On Casting of Ground floor	15%
(iii) On casting of 1st floor	15%
(iv) On Casting of 2nd floor	15%
(v) On Casting of 3rd floor	15%
(vi) On Final call of possession / Registry.....	15%

The purchaser/s agrees to pay to the Developer, the aforesaid balance amount, in Installments within 07 days from the date of demand by the Developer, Beyond 07 days, the purchaser/s shall pay to the Developer interest @ 18% per annum on the amounts due and failing in arrears. However, the purchaser agrees that the demanded installment shall not be delayed for more than 15 days from its due date and if thereafter, still the installment is not paid, in that event the Developer shall have the absolute right to rescind this agreement.

3. On the other if the purchaser committing default in payment on the due date of any installment due and payable by the purchaser to the developer under this agreement and the purchaser committing breach of any terms herein contained, the developer shall be at liberty to terminate this agreement by giving 15 days prior notice in writing. On termination of this agreement, the developer shall refund to the purchaser the installment paid towards the consideration within six months from the date of termination. However the developer shall not be liable to pay any interest on the amount so refunded. Further, the developer shall not be liable to reimburse to the purchaser any Govt. charges such as stamp duty, registration charges etc. if any paid by the purchaser, upon termination of this agreement. Under the above said clause, the developer shall be at liberty to sell the said flat & car parking etc. to any other person of their choice and at such price as the developer may deem and outgoing purchaser shall have no right to object to the same.

4. The Developer hereby agreed to observe, perform and comply with all commitments and stipulations as agreed by them to their best efforts and ability and thereby agree to complete the construction works of the said buildings within stipulated date as mentioned in this agreement.

5. That the developers will execute sale deed and get it Registered in favour of the purchaser mentioned here above within 24 Months from the date of this agreement and put him in possession in the said flat on the same day of registration of sale deed without fail. If the purchaser of the flat fails to fulfils the installments as mentioned above here the developers will not bound to execute the sale deed and get it registered in favour of the purchaser and if the purchaser of flat fulfils the installments and ready to purchase the flat by paying the balance consideration and the developer refused or neglect to execute the sale deed and get it registered the same by the stipulated date as mentioned above here the purchaser will have right to get the sale deed registered through competent court of Law on the costs of the developers and land owners.

6. The purchaser further agrees and accepts that from the date of the said flat, being ready for possession, the purchaser shall be liable to bear and pay the proportionate

share i.e.; in the proportion to the floor area and buildings viz. Local taxes, Goods and Service Tax, betterment or such other levies demanded by the concerned local authority and or the Government Authority and the maintenance charges in respect of the common amenities.

7. That commencing a week after notice in writing is given by the developer to the purchaser that the premises is ready for use and occupation, the purchaser shall be liable to bear and pay the proportionate share (i.e.; in proportion to the floor area of the flat) of all outgoings in respect of the said land and buildings namely service taxes, betterment charges or such other levies by the concerned local authority and or Government water charges, insurance, common lighting, repairs etc. and all other expenses necessary and incidental to the management and maintenance of the said land and buildings to the developer, until the society/organization/association what so ever is formed, register and all rights transfer therein by the developer and thereafter to the said society and organization and the purchaser shall be binding to follow the rules and regulations as framed by the said Society/ Organization from time to time regarding quantum of monthly contributions towards maintenance charge etc. and pay all such charges as required proportionately by him for the maintenance and management of the land and buildings.

8. That the purchaser shall on or before Registration dated ..... of sale deed and delivery of possession of the said flat also liable to pay and/or to keep in deposit with the developer the following amount in addition to the price of the said flat for formation and registration of

Housing society ---------- Rs. 5000/-

For legal charges ---------- Rs. 15000/-

For tax and development charges --------- Rs. 4000/-

Total Rs. 24000/-

SCHEDULE which under 40% of Land owners

Flat no ..... on ..... floor in "VISHWA SHAMBHU ENCLAVE" Apartment measuring Total Area ..... sq.ft approx. including Super Structure area situated at Mohalla Tilkamanjhi, Hanuman Path, P.S- Tilkamanjhi (Kotwali) Dist and in the town of Bhagalpur appertaining to Khata No. 638 bearing Khesra No. 791 k, kh, ga & gha under Municipal Ward no 31 Holding no 346 under Anchal Office Jagdishpur Bhagalpur bounded and butted as follows:-

North : - .....

South : - .....

East : - .....

West : - .....

With all common facilities and its proportionate undivided share in lands out of total lands of the apartment.

The Developer and the owner's mutually agree the following specification for the building and the owner's share of flats:-

STRUCURE _ : R.C.C framed structured with Bricks/ Hollow bricks in cement Mortar as per Design & specification of structural consultant.

WALL FINISH _ : Internally all wall and ceilings cement plastered and lime Color, externally exposed bricks work / plaster will be painted with cement base Paint.

DOOR _ : Door frames (Choukhats) of Shakwan. Flush door of Green Ply/Century painted with priemer.

WINDOWS _ : Steel windows with Aluminum Slider.

ELECTRICALS_ : Concealed PVC wiring using copper conductors with standard

(ISI) Quality materials, electrical accessories, fixture like, lamps, tubes, fans, Etc shall not be provided.

FLOORING _ : Vitrified Tiles flooring

BATHROOMS _ : Ceramic flooring & 7' high ceramic tiles in walls fittings – all C.P. Fittings of standard made, sanitary ware, white glazed Vitreous sanitary Ware.

KITCHEN _ : Flooring – Vitrified tiles, Working platform – Granite tiles, Dado 2' high ceramic tiles on working platform.

LIFT _: Lift of appropriate and permissible capacity shall be installed by the Developer.

WATER FACILITY _: Minimum 10" wide and 300 'deep with befitting and required Motor Pump and other accessories shall be installed by the Developer.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE PUT THEIR RESPECTIVE HANDS AND SEAL ON THE ..... DAY OF ....., ... IN PRESENCE OF THE WITNESSES.

PURCHASER DEVELOPER

WITNESSES