

PROFORMA OF AGREEMENT FOR SALE

This Agreement for sale is made executed on..... day of October 2017.

BETWEEN

M/s Arunendra Developers Pvt. Ltd. Vasant Vihar Colony, Raghu Nath Path, R.P.S More, Bailey Road, P.S.- Danapur, District – Patna, A company registered under the companies Act 1956, vide its registration No. U45200 BR2009 PTC 014892, represented through its Authorised Director namely **MR. PANKAJ KUMAR**, S/o Mr. Upendra Mandal, resident R.P.S More, Bailey Road, P.S.- Danapur, District – Patna & by nationaly Indian, hereinafter called the **VENDOR** of the First Part, which term unless repugnant to the context shall include its executors, administrators, legal representatives, and successors-in-interest of office of the First Part. PAN-AAHCA9923A

Mobile No. 8757500500

AND

& by nationality Indian, which terms unless repugnant to the context shall include her heris, assignees, representatives, executors, administrator of the other Part.

PAN-

Mobile No.,-

RECITAL

WHEREAS Shri Prem Verma, S/o Shri Gagandeo Prasad and Smt. Sangeeta Verma, W/o shri Prem Verma, both resident of Mohalla – Sheikhpura, Rajendra Path Lane, Gaurikung, P.S – Shastrinagar, District – Patna, are the land owners of the lot No. I of the Schedule No. 1 of the deed, which was purchase by the aforesaid land owners through two registered sale deed. Firstly Shri Prem Verma purchased C.S.Part Plot No. 1674, measuring 14^{7/8} decimals from Smt. Sudama Devi, Wife of Shri Bhishma Singh, resident of – Sheikhpura, Dumra, P.S – Shastrinagar, District – Patna, vide deed No. 9311 of 1982, Book No. I, Volume No. 149, at pages 141 to 148, which was registered in the office of the D.S.R. Patna on 13.10.1982.

AND WHEREAS lot No. 2 of the Schedule No. 1 of the deed is concerned it is ancestral property of the land owners namely Shri Ravi Shankar and Shri Chandan Kumar, sons of Shri Yatendra Kumar Singh, both resident of – Gandhi Nagar, P.O. – Danapur Cant. P.S – Danapur, District – Patna. In a private partition among their co-sharers the said land along with other properties have been allotted in the share of the land owners, thereafter the land owners got their names mutated in the Zamindari Sirista of State of Bihar through Circle Officer Danapur, for that land rent receipts have been issued under Jamabandi No. 3861.

AND WHEREAS the vendor/builder entered into development agreement dated 31.12.2015 with the aforesaid land owners namely Shri Prem Verma and Smt. Sangeeta Verma

in respect of the land fully mentioned and described in the lot No. 1 of the Schedule No. 1 of this deed vide its deed NO. 11755/2015, Book No. I, Volume No. 275 Pages No. 324 to 341, C.D. No. 43/2015 and token No. 13453/2015, which was registered in the office of the D.S.R. Patna on 31.12.2015. And further the vendor/developer/builder entered into development agreement dated 31.03.2017 with the aforesaid land owners namely Shri Ravi Shankar and Shri Chanda kumar, in respect of the land fully mentioned and described in the lot No. 2 of the schedule No. I given below of this deed vide its deed No. 3047/2017 Book No. 69 at pages 361 to 375, C.D.No. 11 of 2017 and token No. 3540 of 201, which was registered in the office of the D.S.R., Patna on 31.03.2017.

AND WHEREAS by virtue of the term & conditions contained in the aforesaid Development Agreement between the aforesaid parties. The Vendor/builder as framed a scheme plan to be construed and sale flats of multistoried building complex named **"SKIL TOWER"** on the land fully described in the schedule no. I of the deed for residential purpose comprising of several flats, parking spaces etc.

AND WHEREAS the vendor/developer/builder being the promoter of the aforesaid apartment is developing the multistoried building complex on the land described below and the aforesaid land owners agreed to allow the developer to negotiate the terms of sale for developer's share of the said building with buyers and also receive sale proceed in respect of the developers share directly from the buyers, which shall be adequate consideration for effective sale of flat/flats.

AND WHEREAS the buyer/buyers has/have inspected and satisfied himself/ themselves about the title of the land owners to the land described below and also about the right and interest of the builder to plan construct and sell the aforesaid flats/flats of the **"SKIL TOWER"** and the vendee/buyer is desirous of the acquiring flat and its parking spaces in the said complex fully described in the schedule no. II of the deed.

AND WHEREAS the builder/ vendor got the building plan sanctioned for the construction of multistoried building on the land described below vide sanctioned plan NO..... dated.....and has started development works.

AND WHEREAS, construction of the multistoried building complex is in progress over the land described below and the vendor is entitled to dispose of the same as per its/his own terms and condition. And the aforesaid vendee approached the vendor/builder for purchase of the flats in the said building popularly known as **"SKIL TOWER"**.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:-**

- i. That the vendor shall construct a residential complex known "SKIL TOWER" over the land described in the Schedule I of this agreement.
- ii. That the vendee agrees to purchase from the vendor the flats along with the parking space more fully described in the schedule II of this deed for a total consideration amount as mentioned in Schedule-III and the vendor has agreed to convey and transfer the same along with undivided proportionate share in the land with parking space in favour of the vendee.
- iii. That the vendee agree to abide by all the rules and regulation framed or to be framed at any time by the firm or the society.
- iv. That the vendee agree has assured the vendee that the properties described at the foot of the deed are free from all encumbrances and any sorts of charges and the vendor has not entered into any agreement with any other person or persons.
- v. That the vendee shall pay service tax and any other tax/taxes in respect of the properties described below if required.
- vi. That the vendee shall make final payment of all the accounts under the agreement. In default of the any amount in time the vendee shall be liable to pay an interest at the rate of 18% per annum on all the amount with become due to firm.
- vii. That G.S.T. will be paid by the vendee (purchaser).

SCHEDULE-I

Lot No.1

All that piece and parcel of land measuring 29.75 decimal (Twenty nine point seven five decimal) of bearing cadastral Survey Part Plot No. 1647, Khata No. 293, Tauzi No. 5400, Thana No. 21 (Twenty One), Zamabandi No. 1528/1 and 1525/1, M.V.R. Code No. 113, Zone No. 3, Situated at Revenue Survey Mauza – Danapur Sahjadpur, South to Bazar Samiti , Pargna – Phulwari Sharif, Revenue P.S. & Present P.S.- Danapur, District – Patna, Sub Registration office Danapur and District Registration Office Patna, which is within the jurisdiction of Danapur Nagar Parishad, land rent payable to state of Bihar, through Circle Office Danapur of Rupees 10/-only. Which is bounded as follow:-

Boundary

Noth :-	Smt . Sudama Devi and Smt. Bedami Devi.
South :-	Sri Ramgati Sing, Survey Plot No. 1875 and 20'-00'' wide Branch road.
East :-	Smt. Yasoda Devi , survey Plot No. 1674 (Part).
West :-	Survey Plot No. 1663.

Lot No. II

All that piece and parcel of land measuring 9 katha 15 dhoors (Nine Katha Fifteen Dhoors) equivalent to 30.468 decimal, of bearing cadastral Survey Plot No. 3861, Khata No. 295, Tauzi no. 5400, Thana No. 21 (Twenty One), Zamabandi no. 1528/1 and 1525/1, M.V.R. Code No. 113, Zone No. 3, Situated at Revenue Survey Mauza – Danapur Sahjadpur, South to Bazar samiti, Pargana – Phulwari Sharif, Revenue P.S. & Present P.S. – Danapur, District – Patna, Sub Registration Office Danapur and District Registration Office Patna, which is within the jurisdiction of Danapur Nagar Parishad, land rent payable to the state of Bihar, through circle Office Danapur of Rupees 10/-only. Which is bounded as follow:

Boundary

- North :- Formally Sri Nand Lal Rai and presently Indian Bank Co-operative Grih Nirman Samiti.
- South :- Land of Sri Ravi Shankar & Sri Chandan Kumar (land owners)
- East :- Arundendra Developers Pvt. Ltd & Branch Road.
- West :- Survey Plot No. 1663.

SCHEDULE No. II

All THAT residential Flat No..... on the floor of “SKIL TOWER” a fully residential apartment measuring Super Built-up Aarea of Sq. ft.(.....square feet), with three bed rooms, drawing cum dining room, Kitchen, two latrine cum bathrooms including car parking space of Flat No. and its proportionate share of the land, including all rights, title, interest, easements, liberties, privileges with all fixtures and fittings herein pertaining to the land and the said flat in the said building to be enjoyed by the vendee jointly with the co-owners or occupiers of the other flat constructed as per approved plan of the building duly sanctioned Plan No. dated....., constructed upon the land 60.21875 decimal (Sixty point two one eight seven five decimal) bearing cadastral Survey Part Plot No. 1674 & 1663, Khata No. 293 & 295, Tauzi No. 5400, Thana No. 21 (Twenty One), Zamabandi No. 1528/1 and 1525/1 and 3861, M.V.R. Code No. 113, Zone No....., Situated at Revenue Survey Mauza – Danapur Sahjadpur, South to Bazar samiti, Pargana – Phulwari Sharif, Revenue P.S. & Present P.S. – Danapur, District – Patna, Sub Registration Office Danapur and District

Registration Office Patna, which is within the jurisdiction of Danapur Nagar Parishad, land rent payable to the state of Bihar, through circle Office Danapur of Rupees 20/-only. Which is bounded as follows:

Boundary of the Flat

North :-

South :-

East :-

West :-

SCHEDULE – III

The said total consideration amount of Rupees

..... only out of
which the vendee has paid a sum of Rs.

..... only as an advance the
details of which are as follows:-

Cheque No.	Date	Name of the Bank	Amount
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and balance consideration amount of Rs.

..... Only will be paid by the vendee to the
vendor within 1 (one) year from the date of execution of the agreement deed with a grace
period of 6 (Six) months.

Govt. valuation comes to Rs.
only.

SPECIFICATION

- | | |
|----------------|---|
| 1. Structure : | Earthquake resistance R.C.C. frame structure reinforced with ISI mark steel. |
| 2. Chowkhats: | Door frames (chowkhats) to Hard wood of size 4"X2.5" Section with beading. |
| 3. Doors : | 32mm thick ISI mark flush door shutters, painted with two coats synthetic enamel paint on a coat of primer. |

4. Windows : Wooden window with glass / Aluminium framing with glass.
5. Flooring : White marble in all area of flat (cut size)
6. Kitchen : Flooring : Marble/Ceramic tiles
Platform : Granite slab
Dado : 18" high glazed tiles
Sink : Steel sink
Modular Kitchen
7. Dining Hall: One number ISI mark white colour hand wash basin provided in dining Hall.
8. Bathroom : Flooring : Marble/ceramic Tiles
Walls : Glazed tiles upto 7' height
Sanitary Ware :- White glazed vitreous
Sanitary ware of ISI mark.
Fittings : Chrom, Plated C.P. Fitting, was basin
Cistern : PVC cistern in white colour
HOT & COLD: Hot/Cold fitting in all toilets.
9. Electrical : All internal wiring in concealed conduits with copper wire
all electrical switch and Accessories of ANCHOR/CONA
Adequate lighting power point in Master bed room only.
Provision of A.C. Point in all room.
10. TV/Tel. Plug Point: One T.V. Point and telephone plug provided in drawing room and master bedroom.
11. Washing M. Point : washing machine point with water inlet and outlet provided at as suitable location.
12. Int.wall finish : All internal walls shall be finished with P.O.P. punning.
13. Ext. wall finish : All external wall finished with I.C.I. weather shield max. (100% exterior Acrylic emulsion paint).
14. Parking flooring : Parking area marble crazy/chequered tiles.
15. Waterproofing : Double coat of water proofing treatment for all toilets.
16. Note : Heat proof work on top floor roof, lift and generators, intercom will be provided at the cost of the purchasers.

In witnesses whereof the vendor has executed this agreement for sale in favour of the vendee in presence of witnesses. Who have attested as such.

WITNESSES:-

1. SIGNATURE OF THE VENDOR

2. SIGNATURE OF THE VENDEE/PURCHASER

Typed By
(Munna Kumar)
Patna Collectorate
Patna

Drafted by
D.B.A Collectorate
Patna

CONVEYANCE LETTER OF THE SAID APARTMENT

The promoter, on receipt of total price of the apartment as per para 1.2 (The Total Price for the apartment based on the carpet area is Rs (Rupees only) under the agreement from the Allottee, shall execute a conveyance deed and convey the title of the apartment together with proportionate indivisible share in the common area within 03 months from the day of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 03 months from the date of issue of occupancy certificate]

However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the allottee.

For Arunendra Developers Pvt Ltd

A handwritten signature in blue ink, appearing to read "Chandan Kumar", with a horizontal line extending to the right.