AGREEMENT FOR SALE

This agreement for Sale of Duplex/Flat along with fittings, more clearly described in this agreement, is made on this the, …….. day of …….., at Muzaffarpur

BETWEEN: -

M/S.SMART INDIA INFRAHIGH AND MULTISERVICES PVT. LTD . (Formerly known as Lemontree infratech pvt. ltd) Company Registered Under Company Act 1956, having Registerd office at **Sony Complex,Aghoriya bazar Amgola road Ram 1 Muzaffarpur, Muzaffarpur Bihar(842002)** Represented by its **Additional Director. .....** S/O..... , resident of **Ground floor, Sony Complex,Aghoriya bazar Amgola road Ram 1 Muzaffarpur, Muzaffarpur Bihar(842002)** Hereinafter called the **"Developer"** under the project **Smart India**, of the **First Party;**

AND

Mr…… S/O …….., Aged **……..Years** Old, by Occupation**……..**, by Faith **Hindu**, by Nationality **Indian**, by

residents of..... , Ps-....., Dist:.....,Bihar Hereinafter called the Purchasers or **Second Party.**

WHEREAS the **First Party M/s SMART INDIA INFRAHIGH AND MULTISERVICES PVT. LTD**.(Formerly known as Lemontree infratech pvt. ltd) A promoter and developer company has purchased/Acquire the landed property more fully described in the registered sale deed or registered sale agreement or Registered Development agreement Deed No**.S-……** Dated…….. and proposed construct Duplex/Flats of varying sizes on the landed property and all common services to the interest of intending buyers or proposed Duplex/ Simplex/flat owners "on ownership basis" in the project namely **MR./MRS……. S/O / D/O…..... BY RSIDENCE AT VILL:……., PS:KUDHANI MUZAFFARPUR, DIST: MUZAFFARPUR, BIHAR** on the plot land measuring **…… Decimal**, under Plot No…**……..** under Khata No**. ……..**, Situated in Near Akraha Pool, Chandrhatti Nh-22,(Old N.H77) Muzaffarpur, Thana No., Mouza- **Chandrhatti**, P.S.-Kudhani, **Muzaffarpur ,** District: **Muzaffarpur**, more particularly described in **schedule 'A' below**.

AND WHEREAS as per terms of this agreement the **First Party** shall prepare building plans and shall submit the same in the office of the Ruler Area Development authority and shall accordingly proceed towards construction of the unit and take all possible steps for the approval of the building plan and shall make access road within the **SMART INDIA TOWNSHIP** Campus, drainage, sewerages and shall provide necessary services to the proposed Duplex/Simplex/Flat owners and may charge maintenance as decided thereon.

AND WHEREAS the **First Party** advertised for the construction of the proposed building on the said plot of land to be constructed at the cost of the Duplex/Flat owners and on payment terms of this agreement.

AND WHEREAS the parties have agreed to execute an agreement to avoid all legal complications and misunderstandings of any kind or nature, if any, between the parties including their heirs in future.

NOW THIS DEED OF AGREEMENT INCLUDING ALL ITS TERMS AND CONDITIONS HERE UNDER MENTIONED:

1. That all the proposed Duplex/ Flat owners including the **Second Party** hereof unanimously appointed the **First Party** as his / her / their promoter and developer and civil consultant for the proposed are building to be constructed thereon.

   a) That the of construction will be paid by **Second Party** to the Developer **First Party** according to payment schedule, as per payment schedule the **Second Part** shall pay the cost of the Simplex/Duplex/Flat in different installments.
   The **Second Party** has paid a sum of **Rs……./- (……..)** as a assigning amount to the Developer **First Party** which is hereby the **Second Party** fails and or neglects to pay any installments according to payment schedule he/she/they be liable to pay compensation **@1.5% per month** on the installments fallen in arrears.

   b) The Developer shall charges additional cost from **Second Party** if there is hike in the prices of Building materials on account of any notification of State Government / Central Government. However, the Developer shall initially give estimated cost of the proposed building based on the present prevailing rates of the building materials keeping in view the normal fluctuation in the market rate of building material within one (1) year.

2. That the allotment of the Duplex/flats and Shares of Plots shall be subject to acceptance and confirmation in writing by the **First Party** and only after completing **25 % of the cost of unit cost** and services. (Application with deposit of booking registration and or earnest money

shall not entitle the applicant / **Second Party** to allotment of the property.)

3. That the choice of the property shall on first come first serve basis, the allotment made by the **First Party** shall be binding on the allotted member i.e. the **Second Party**.

4. That the building shall be constructed in accordance with the plans and designs sanctioned by the appropriate authorities and specifications prescribed in the schedule hereunder. If on any reason, any changes are required to be made by the order of the sanctioning authorities or by the architect or Developer/**First Party** resulting in increase or reduction of the built up area or any change in the shape or location of the property then no claim monetary or otherwise, will be raised or accepted, except the rate per Square Feet will be applicable on such change in area.

5. That the **First Party**/Developer and promoter shall complete the construction of such Duplex/flat so booked within **24 to 30** months from the date of agreement subject to availability of raw materials like cement, steel, bricks, stones etc. The **First Party** shall not be liable for delay due to unavoidable circumstances including the cost of act of God or natural calamities. If there is any loss or damage during the construction period due to natural calamities the Developer and promoter / **First Party** shall not be liable to pay or compensate any damage or loss to the **Second Party**.

6. That the time of payment of installment is the essence of this agreement. It shall be incumbent on the intending allotted(s)/**Second Party** to comply with the terms of payment and the terms and conditions of sale. In case the **Second Party** fails to pay the installment in time to the **First Party**, on that event the **First Party** shall be at liberty to extend the completion schedule and terminate or cancel the agreement. Interest @

18% p.a. to be charged if **Second Party** fails. In case the **First Party** fails to complete the said project shall be charged @18% p.a.

7. That he **Second Party** shall pay all the nominal charges such as technical, legal etc. as may be decided by he **First Party** and the unit registry charges shall also be borne by the **Second Party**.

8. That under no circumstances the proposed Duplex/flat shall be delivered to the **Second Party** unless all the payment is paid or required to be paid under his agreement.

9. That the **Second Party** shall pay the extra charges for any addition, alteration, design, other than the specification attached herewith.

10. That on receipt of full payment, the **First Party** shall handover the proposed Duplex/ Simplex/flat to the **Second Party** for his/her/their occupation and on and after getting possession of the Duplex/flat the **First Party** shall maintain and manage the colony and shall fix maintenance charges and get it collected from the owners of the premises.

11. That the **First Party** shall use all standard materials, fittings, etc. as per specifications of construction of the proposed building.

12. That the **Second Party** shall not demolish or cause to be demolished the said Duplex/flat or any part thereof nor shall make any alteration or modification in such a manner so as to damage or injury the neighboring Duplex/flat and shall not change the basic construction of the Duplex/flat and building.

13. That the **Second Party** shall use the premises for residential/office purpose but shall not convert the Duplex/flat into an industrial unit or animal husbandry.

14. The **Second Party** has entered into this contract/ agreement along with the **First Party** with full knowledge and subject to all laws, Notification and rules of the authorities as are enforced and applicable to this area and as any is amended from time to time.

15. That this agreement shall always be subject to the provision of the Law and Act of any modification, amendment or reenactment thereof for the time being in force.

16. That the Duplex/flat owner shall have the right to inspect or verify the construction during the period of construction provided with knowledge and consent of the **First Party**.

17. The individual owner shall not put any cable connection point and telephone connection point on the vacant roof, but **First Party** shall provide an installed separate cable and telephone network socket, an electrical meter connection for the individual Duplex/flat owner on extra payment.

SCHEDULE-A
(Above referred to)

In District **Muzaffarpur** , District Sub-Registry Office at **Muzaffarpur** P.S.**Muzaffarpur Kudhani** In Mouza Chandrhatti Thana No. **166** Plot No……., measuring an Land area **……..Sq.ft.,** Super Buildup Area **…….Sq.ft.** Which is bounded and butted as follows:

North: **South:**

East: **West:**

SCHEULE - B

(Description of the proposed Duplex/flat)

The Duplex/Flat measuring…….***Sq.Ft.*** Super built-up-area shall be the same or little more or less on the floor to be constructed out of the plot described in the schedule 'A' above together with all services and specification as stated herein agreement deed.

SCHEDULE-C

Annexure -II

Specifications for unit:-

Name:- ..... **Unit No.....** **Type of Land.....**

Model..... **Grade.....** **Project .....**

Sl No.	Particular			Luxury
1	Floor Finish	----------	---------	24"x24" Vitrified Tiles
2	Structure	----------	---------	Frame
3	Wall Paint	----------	----------	Putty with Primer
4	Bathroom	----------	----------	Tiles 8x12
		----------	----------	6fit. Height
5	Kitchen	----------	----------	Slab Granite Working platform
6	Door Frame	----------	----------	Hard Wood

7	**Windows**	----------	----------	Aluminium
8	**Elect. Fitting**	----------	----------	Branded
9	**C.P. Fitting**	----------	----------	Branded
10	**A.C. Point**	----------	----------	All Bedroom

IN WITNESS WHEREOF the **First Party** and the **Second Party** has/have here unto set their respective hands at Muzaffarpur on the day, month and year above written

Schedule of Payments:

1. Booking amount@10% :- RS.
2. Other Operating Charges :- RS.
3. At Agreement Amount @25% :- RS.
4. At Plinth Level Start @20% :- Rs.
5. At Ground Floor Level @20% :- Rs.
6. At Brick Work Start @20% :- Rs.
7. Before 40Days of Handover@5% :- Rs.

Total Cost : - Rs.

7. Cost of registry will be on actual basis.

WITNESSES:

1. **SIGNATURE OF THE FIRST PARTY**

2. **SIGNATURE OF THE SECOND PARTY**