

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS EXECUTED ONDAY OF
..... 2017 OF THIS CHRISTIAN ERA.

BETWEEN

M/S SINGH ENGICON (I) PVT. LTD., A PRIVATE LIMITED

Company, in Corporated under the Indian Companies Act, 1956 having its office at Flat No. 502, Om Sai Apartment, Anantpur, P.S. – Chutia, District- Ranchi (Jharkhand) and having local branch Office at D.P.S. More, Bailey Road, Near Rupaspur Police Station, P.S. – Rupaspur, District- Patna, through its Director **SRI RANJAN KUMAR**, son of Sri S.C.P. Singh, by faith Hindu, resident of Om Sai Apartment, Anantpur, P.S. Chutia, Ranchi, Indian Citizen, hereinafter referred to as the “**DEVELOPER**”, which expression shall unless repugnant to the context or excluded by these persons mean and include its successor in interest and assigns of the **FIRST PART**.

AND

Mr. **S/O** **S/O**
 resident at PostThana,
 hereinafter referred as the “**PURCHASER**”, which
 expression shall unless repugnant to the context or excluded by these
 persons mean and include his heirs successor in interest and assigns of
 the **SECOND PART**.

AND

WHEREAS the property described in the Schedule-A of these presents was acquired and peacefully held and possessed by the OWNERS; (1.) Dr. Sita Ram Singh acquired the land measuring an area of 2.58 acre through different registered deeds of sale being Deed No. 6074 dated 10.08.1981, Deed No. 6122 dated 11.08.1981, Deed No. 4627 dated 12.08.1981, Deed No. 6178 dated 12.08.1981, Deed No. 6201 dated 13.08.1981, Deed No. 4659 dated 14.08.1981 and Deed No. 6232 dated 14.08.1981, who has given the registered power of attorney to Sri Ranjan Kumar the Managing Director of Singh Engicon (I) Pvt. Ltd. (2.) Sri Vijay Kumar & Sri Ashok Kumar acquired the land measuring an area of 30 decimal (more or less) through registered deed of sale being Deed No. 6232 dated 14.08.1981, which registered at Sub-registry Office, Danapur, who given an unregistered Power of Attorney to Sri Ranjan Kumar the Managing Director of Singh Engicon (I) Pvt. Ltd. and (3.) Smt. Nilima Rai acquired the land measuring an area of 15 decimal (more or less) through registered deed of Sale being Deed No. 2059 dated 26.04.1986, who given an unregistered Power of Attorney to Sri Ranjan Kumar, the Managing Director of Singh Engicon (I) Pvt. Ltd. And said Ranjan kumar applied for sanction of map vide NPD/JALALPUR(C/R) Block A(B+G+13)Block B(B+G+9)-195/12 dt.18.08.12 from Nizamat Nagar Parishad Danapur.

AND

WHEREAS the aforesaid Land owners and the Developer shall entered into registered DEVELOPMENT AGREEMENT and the Developer in furtherance of the said Development Registered Agreement

being Deed No. 8091 dated 07.09.2012, Deed No. 9494 dated 09.11.2012 and Deed No.2059.

AND

WHEREAS the Developer and the Land Owners have mutually agreed to give the name of the proposed multi-storied Residential building as “CRYSTAL APEX” and formulate the moto behind the proposed Multi-storied Residential Building as “RESIDENCE BEYONDS THE LUXURY”.

AND

WHEREAS the Developer and the Land Owners have mutually agreed that the advertisement right is exclusively vested into the Developer.

AND

WHEREAS the Developer and the Land Owners mutually agreed to prepare/approve the design of the proposed Multi-storied Residential Building by world famous Architect i.e. “HAFIZ CONTRACTOR” and also taking the assistance from the local Architect “R.R.Raje”.

AND

WHEREAS the Developer and the Land Owners have mutually agreed that the roof right of the proposed multi-storied Residential building will remain with the Developer and the Developer has every right to established Telecom Tower or Advertisement hording etc. over the roof of proposed Multi-storied Residential Building.

AND

WHEREAS the Developer and the Land Owners have mutually agreed that PURCHASERS/tenants/occupants of the proposed Residential Building could join the membership of the Club at his/her/their own cost as set forth by the Developer.

AND

WHEREAS the PURCHASER being desirous for obtaining the portion of the proposed building as described in Schedule-A1 thereto has offered to purchase the same at the valid consideration and subject to the

terms and conditions thereafter set forth and the DEVELOPER has accepted the said.

NOW THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

1. The DEVELOPER shall sell and the PURCHASER shall buy all the portion of the Schedule-A1 to with developer's share in Schedule-A to these present on the terms and conditions set-forth hereinafter and developer agreed to execute appropriate registered sale deed in favor of the purchaser in respect of Schedule-B property with undivided share of the land of Schedule-A.
2. The purchase price of the Schedule-B herein shall be **Rs...../-** per Sq. ft. and other cost as mentioned in Schedule B to be paid by the Purchaser installments in the manner and within the period specified in Schedule-C to these present.
3. (A) The Purchaser shall in addition to the above pay maintenance charges for use and enjoyments of the common facilities including the right of electricity, water, lifts etc. which shall be calculated at the proportion of the units owned by the purchaser to the sum total of ownership units in the building of expenses made on account of matters detailed in Schedule-D hereto the maintenance charges as Security money of Rs. **2,00,000/-** or Rs. **115/-** per sq. ft. (whichever is higher) in the name of Crystal Apex as formed by the Developer failing which the Developer and /or the Crystal Apex Association shall have the absolute right to withheld all or any of common facilities from the Purchaser.
(B) The Singh Engicon India Pvt. Ltd. (Developer) having right to form The Crystal Apex Association and run for one year. After one year it can be handed over to resident of flats members' society.

(C) The Developer has got right to make Association Byelaws, which cannot amended/ change by anyone/ Association without confirmation by the developer.

(D) The purchaser shall be paid to the developer Rs.1,00,000/- as club membership deposit.

(E) The Developer has got right to make member of the club of anyone.

(F) That the Owner/Purchaser or purchasers / tenant or his nominees of Commercial Building/Complex deem to member of the club.

The Purchaser does hereby convenient and empower the Developer and or Crystal Apex Association that the Purchaser shall not carry on or allow any activity in the building, which may cause danger, annoyance or disturbance to peaceful enjoyment to the others occupier and the Developer and/or the Building Maintenance Association shall have the absolute right to take appropriate action against the same.

4. The Purchaser does hereby confirm and declare that the Purchaser has thoroughly examined the building plans, the specifications of the rights of Developer under the Development Agreements, the title of the owners and being fully satisfied have entered into this agreement.
5. The Developer in consideration of all above will complete the portion of proposed Building described in Schedule-A hereto in accordance with the building plans and specifications and in accordance with the requirements made by all concerned Authorities and the Developer reserves the right to made by all concerned authorities and the Developer reserves the right to their sole and absolute discretion to vary after amend or substitute the said building plans and specifications at any time hereafter and put the Purchaser in possession thereof on receipt of the purchase price.

6. In case of variation of area of the Schedule-A1 property due to aforesaid changes the purchase price and the installments shall be deemed to have been varied proportionately with the area and this agreement shall be deemed to apply the varied area at the varied price, providing always that on notice of any major changes the Purchaser shall have the option to cancel this agreement by a written notice within one month and be repaid any sum paid by the purchaser in furtherance of this agreement within 120 days from the date of receipt of the notice.
7. The Purchaser shall in addition to the consideration aforesaid pay for any work or variation in materials which the Purchaser in writing requires to be done or carried out the Developer in Schedule-A1 property either at the time of ordering the same or at such other time as the Developer may either.
8. The Developer shall complete the construction of the portion described in Schedule-A1 by the month of **Dec 2019** with a grace period of six month and also extended by such period loss of any force major conditions and deliver the same to the Purchaser on receipt of the full consideration amount as stated above.
9. In case the building is not completed or the unit to be acquired by the Purchaser is not constructed within the stipulated period the received amount paid by the Purchaser/Buyer shall be refunded to the buyer with simple interest of 12% P.A. and except it no other claim shall be made by the purchaser.
10. In the event of cancellation of this agreement the Purchaser shall repaid the amounts paid by his/her to the Developer in pursuance of this agreement less the cancellation charges amounting to Rs. 51,000/- or 10% of the paid amount (whichever is higher).
11. The Purchaser shall make timely payment of all amounts under, this agreement whether demanded or not by the Developer in default of payment of any amount in time, the Purchaser shall pay to the Developer interest at the rate of 20 % per annum compounded every month on, all the amounts which become due

and payable the Purchaser to the Developer under the terms of this agreement. It is specifically agreed that time of payment of the consideration amount by the Purchaser to the Developer as set out hereunder, shall be essence of this agreement.

12. On the Purchaser not clearing all his/her dues along with interest @ 20% per annum within 30 days from the date the said amount become payable and /or committing default in payment on due date under this agreement twice and/or on the Buyer, committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to cancel and terminate this agreement in which event all rights, title and interest of the Purchaser over the said unit shall stand extinguished and the Purchaser shall have no further right, title and interest over the said unit and the Builder shall be entitled to transfer the said unit to any other person.
13. However, after the expiry of grace period and inspire of timely payments by the Purchaser if it is found that delay is caused due to Developer's faults, then the Developer shall pay liquidated damage @ 5% per month to the purchaser, but the amount of such Liquidated damage shall not in any case exceed 5% of the total payment made till date. Such damages shall be in full satisfaction of Developer's liability for the same failure. It is agreed by and between the parties that the liquidated damages of 5% as aforesaid are just, proper and reasonable.
14. The cost of the stamp and registration including lawyer's fee and miscellaneous charges for transfer of Flat having **Flat No. ... Floor-.....th Wing "....."** in Residential Block **A** in aforesaid the proposed building i.e. "CRYSTAL APEX" in favor of the Purchaser shall be borne by the Purchaser and thus he shall be entitled to possession of the Schedule-A1 property only after payment of full & final consideration amount to the Developer.
15. The Purchaser shall after the transfer of aforesaid Flat, his/her name shall be mutate in Municipal records and in all Government

records (whichever in necessary) and pay taxes to the concerned department/authorities regularly.

16. The Purchaser shall be entitled for the proportionate share in the land with all rights, title and interest.
17. The Purchaser shall be entitled for all rights of egress & ingress to the building along with the common area of the proposed building.
18. The Purchaser will pay Rs. 15,000/- to the Developer at the time of signing of this agreement as the cost of preparing the agreement & legal charges etc. this shall be borne in addition to the cost of stamp and registration of the Flat shown in Schedule-A1.
19. The roof right of the said multistoried building is exclusively with the Developer and no any purchaser or purchasers shall make any claim or right over the same.
20. The roof of the said multistoried building shall used only for the common facilities like water tank, dish antenna etc. and except it no one could make any claim over the same.
21. The purchase price i.e. the consideration amount is final, the calculation have been made keeping in mind that the current price are escalation as per RBI index during the agreed period of construction of the proposed building.
22. Arbitration by the nominee of the Advocates. All disputes and differences by and between the parties hereto in any way relating to or connected with the proposed building and/or this agreement and/or anything done in pursuance hereof shall be referred to the Arbitration of any Arbitrator as appointed by the advocates and the award made by such Arbitrator shall be final and binding on the parties. Such arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
23. The court having original jurisdiction in the town of Danapur/Patna alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

24. All other agreement and/or arrangements or letters, assurances written, oral or implied hereto before made and which are in any way contrary to or inconsistent with this agreement shall have no effect.

SCHEDULE-A

Description of the Total Land in the said Project

1. An area of 2.33 acre land in one block i.e. 1.91 acre land falls under Khata No. 79, C.S. Plot No. 52 and 0.42 acre land falls under Khata No. 83, Plot No. 53, situated at Village- Jalalpur, Priyadarshini Nagar, P.S. – Rupaspur, District- Patna, which is acquired by the Land Owner Dr. Sita Ram Singh through different registered deeds of sale (details are given above to this agreement) and bounded as follows:
 - North : - Part of S.P. No. 53,54 & 55
 - South : - S.P. No. 98,99,100 & 101
 - East : - S.P. No. 96 (Hundel, thereafter road)
 - West : - S.P. No. 50 & 51/Branch road.
2. An area of 30 decimal land jointly falls under Khata No. 79, C.S. Plot No. 52 and Khata No. 83, Plot No. 53, situated at Village- Jalalpur, Priyadarshini Nagar, P.S. – Rupaspur, District- Patna, which is acquired by the Land Owner Sri Vijay Kumar and Sri Ashok Kumar both sons of Late Dev Chandra Prasad Singh through registered deed of sale (details are given above to this agreement) and bounded as follows:
 - North : - Dr. Sita Ram Singh
 - South : - Dr. Sita Ram Singh
 - East : - Dr. Sita Ram Singh
 - West : - Dr. Sita Ram Singh
3. An area of 15 decimal land falls under Khata No. 83, Plot No. 53, situated at Village- Jalalpur, Priyadarshini Nagar, P.S. – Rupaspur, District- Patna, which is acquired by the Land Owner Smt. Nilam Roy wife of Sri (Dr.) Ram Uchit Roy through

registered deed of sale (details are given above to this agreement) and bounded as follows:

- North : - Dr. Sita Ram Singh
- South : - Dr. Sita Ram Singh
- East : - Dr. Sita Ram Singh
- West : - Dr. Sita Ram Singh

SCHEDULE-A1

Description of the property to be sale

Flat No. ... on the ...th floor Wing “...” in Residential Block A of the proposed Multi-storied building named as “CRYSTAL APEX” having **Carpet area sq. ft.**(Approx as per measurement) and including the right of undivided share with land and reserved one car parking Space which constructed over the Schedule A property.

Which bounded and butted as follows:

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

SCHEDULE-B

Description of total agreed consideration amount

Cost of flats =Rs/- X sq ft	Rs./-
(With one Car Parking)	
Excluding following General Provision	
• DEVELOPMENT CHARGE	Rs. 4,50,000/-
• MAINTENANCE DEPOSIT	Rs. 2,00,000/-
• CLUB MEMBERSHIP DEPOSIT	Rs. 1,00,000/-
Total:	Rs. <u>..... /-</u>
(..... Rupees Only.)	

Note: - The above cost does not include cost of stamp, registration, service charges & agreement charges.

SCHEDULE -C
PAYMENT SCHEDULE

* Booking amount as an advance	Rs.5,00,000.00
*. Agreement amount (Within 30 days)	25% of B.S.P
Or at the time of Lower Basement foundation started	
*On casting of lower Basement Roof Slab	7.5% B.S.P.
*On Casting of Upper Basement Roof Slab	7.5% B.S.P.
*On Casting of First Floor Roof Slab	6% B.S.P.
*On Casting of Third Floor Roof Slab	6% B.S.P.
*On Casting of Fifth Floor Roof Slab	6% B.S.P.
*On Casting of Eight Floor Roof Slab	6% B.S.P.
*On Casting of Tenth Floor Roof Slab	6% B.S.P.
*On Casting of Thirteenth Floor Roof Slab	6% B.S.P.
*On Completion of Brick work within Flat	7% B.S.P.
*On Completion of Internal Plumbing and Electric work within flat.	7% B.S.P.
*.On Completion of Flooring work and Internal Plaster in a Flat.	5% B.S.P.
*At the time of Possession	5% B.S.P.

DETAILS OF PAYMENT RECEIVED

1. .

SCHEDULE-D

Maintenance charge payable by the PURCHASER to the DEVELOPER or the BUILDING MAINTENANCE ASSOCIATION being expenses of the made on the following accounts:

1. All cost of maintenance ,operation, replacement, repairing, painting, decorating, redecorating, reconstruction lighting etc of the common portion in the building including the outer walls, fire escapes etc.
2. The salary and other payments of the persons employed for the common purposes including Guard, security person, sweepers, plumbers, electricians, work mean etc.
3. Insurance premium for insuring the building.
4. All charges deposits towards supplies of common utilities to the occupants in common.
5. Maintenance of roof, grounds, common installation of generators, well, tube well , water pumps pipelines sewerage lines, drains, electrical panels, transformer etc.
6. Municipal Tax, water tax, other taxes, levies and demands in respect of the premises and the building same those separately assessed on the purchasers.
7. Cost of all actions brought or defendants in-common for or on behalf of the occupants or for and issue in which the occupants have common interest.
8. Cost of formation and operation of the BUILDING MAINTENANCE ASSOCIATION.

SPECIFICATION

1. Structure : R.C.C. frame structure with brick work in cement mortar as per Design and specification of structural consultants
MAXIMUM EXTERNAL WALL SHALL BE 10” THICK.
2. Door Frames : Door Frames (Chowkhats) of **SAL WOOD** of size 5” x 2’/2”section with **BEADING**
3. Entrance Door : Entrance door Shutters of **35 mm THICK** ISI mark one side **TEAK** with decorative **BEADING/DESIGNER SKIN MOLDED PANEL Door.**
4. Other doors : **32 mm THICK** ISI mark **SKIN MOLDED PPANEL door PRELAMINATED** door.
5. Windows : **FULLY GLAZED WINTECH (U P V C) WINDOWS WITH FLY SCREEN /Powder coating 2 Track Aluminum window. .**
6. Flooring : **DESIGNER VITRIFIED** flooring.
7. Kitchen : (a) Flooring: **DESIGNER CONCEPT SOMANI/ORIENT /JOHNSON** or equivalent tiles Flooring.
(b) Working Platform: **GRANITE** Slab platform
(c) Dado: 24” **DESIGNER CONCEPT SOMANI/ ORIENT/JOHNSON** or equivalent tiles
(d) Sink: **STEEL SINK.**
(e) Water: **Hot & Cold water in kitchen**
(f) Aqua guard point in Kitchen.

8. Dining Space : One number ISI mark **HINDWARE/ CERA/ PERRYWARE** or equivalent White colour hand wash basin with **BOTTLE TRAP** provided in dining space.
9. Bathroom : (a) Flooring: **DESIGNER CONCEPT SOMANI/ORIENT /JOHNSON** or equivalent tiles flooring.
 (b) Walls : **DESIGNER BATHROOM CONCEPT SOMAIN ORIENT/ JOHNSON** or equivalent tiles up to 7' height.
 (c) Sanitary ware : White glazed vitreous sanitary ware of ISI Mark **HINDWARE/PARRYWARE/CERA** or equivalent.
 (d) Fittings : Chromium plated C.P. fittings of **MARK/PARRYWARE /JAQUAR** or equivalent.
 (e) Water: **HOT & COLD** in **TWO** Toilet.
 (f) Counter top washbasins.
10. Electrical : (a) All internal wiring in concealed conduits with **COPPER WIRES**.
 (b) All electrical **MODULAR** switches accessories of **ANCHOR/CONA/ HAVELLS** or equivalent.
 (c) Adequate lighting/power points sockets, outlets etc. provided in **ALLROOM**.
11. TV/CABLE & Telephone supply: One T.V. point in **TWO ROOM** and one telephone plug provided in drawing room and master bedroom.
12. INTERCOM : INTERCOM provided in all flats.

13. Internal wall : All internal walls shall be finished with **WHITE PUTTY / PARIS.**
14. External wall finish : Exquisitely designed classical exterior finish with **ASIAN/ ICI / DULUX/ SANDTEXMATT** paint.
15. Parking Area Flooring: Designer parking tiles of **SOMANI/ORIENT/ JOHNSON** or equivalent/ **PAVER INTERLOCKING** tiles or advised by our architect.
16. Stair landing & entrance: **DESIGNER TILES / MARBLE** flooring as advised by our architect.
17. Water proofing sunken slab to Toilet : Double coat of Techoxy treatment of **CHOKSEY CHEMICAL/ROFF CHEMICAL/** or equivalent
18. Water proofing treatment of top floor Water proofing of top slab by **WATER PROOFING CHEMICAL.**
19. Top floor Slab treatment of top floor **HEAT PROOFING TREATMENT.**
20. Overhead water tank Overhead water tank of adequate capacity with inside of walls & floors of tank done with **CAST-IN-SITU** mosaic.
21. Boring and tube well Boring & tube well of adequate capacity by direct/ reverse circulation machine with adequate size **KSB** make submersible pump.
22. Generator **KIRLOSKAR/CROMPTON GREAVES/ ASHOK LEYLAND/ MAHINDRA** or equivalent **SILENT GENERATOR** of adequate capacity in extra cost.
23. Lift **AUTOMATIC** Elevator of **THYSSENKRUPP/ OTIS** or equivalent **TWO** nos. of Passenger Lift and **ONE** no. of Material lift .

24. Security and automation CCTV cameras at strategic points in the common area with digital video recorder.
25. **Fire fighting systems** at all floors as per norms.

IN WITNESS THEREOF THE PARTIES HERE TO have executed those presents before the following witness on the day month and year first above written.

WITNESSES:

1.

SIGNATURE OF DEVELOPER.

SIGNATURE OF VENDEE

2.

Drafted by: