Performa of Agreement For Sale

THIS AGREEMENT FOR SALE made on this ..... day of ....., 20..., at Patna

AGREEENT FOR SALE

1. NAME AND ADDRESS OF THE VENDOR:-

M/S N. INFRACON PRIVATE LIMITED a Company incorporated under the provisions of Companies Act, 1956, having its registered office at A/29 Lower Ground Floor,

Pandav Nagar, Delhi -110092, registration No. U45200DL2012PTC243837, through its Director Sri Ashwani Kumar Sinha Son of Sri Sheolakh Pati Lal, resident of Ramnagar, Janipur AIIMS Road, P.O. & P.S- Phulwarishariff, District- Patna, hereinafter referred to as the LAND OWNER/VENDOR (Which terms and expression shall include its heirs , Successors-in-office, Administrators and assigns) of the First Part. **Share of Builder. Mob No.8051809361, PAN**

2. **NAME AND ADDRESS OF THE VENDEES :-**

.....

.....

..... hereinafter referred to as the VENDEES/ Purchasers (which terms and expression shall unless excluded by or repugnant to the context be deemed to included their heirs, Successors, administrators, legal representatives and assigns) of the Second Part.

3. **NATURE OF DEED:-**

Agreement for sale

4. **CONSIDERATION MONEY:-**

Rs. ----------

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5. **DESCRIPTION OF PROPERTY:-**

ALL that piece and parcel of **FLAT No ---------- floor in "SAHAY MANSION"** measuring an area of ----------. and one covered car parking space at ground floor of the bulding constructed over Thana No. 51, Tauzi No. 5452 & 5733 Khata No. 237 & 337, Survey Plot No. 940. situated in mauza- Saidpura Salempur Chatura, Paragana Phulwari

Sharif, P. S.- Danapur, Sub Registry Danapur, and District Registrataion office - Patna, within the limit of Nagar Parisad Phulwarishariff, Zamabandi No. 2372 & 225 year 2006-2007

RECITAL

AND WHEREAS the land owner Neelam Sinha wife of Sheolakh Pati Lal, resident of Ramanagar, Janipur AIIMS Road, P.O & P.S.- Phulwari Sharif, District- Patna area 2 Kathas 5 Dhur and Sri Mukesh Kumar son of kailash Pati Lal, resident of Ramnagar, janipur Road, P.O. & P.S- Phulwarishariff, District- Patna area 10 Dhur and Sri Nathun Choudhary son of Late Mittal Choudhary, Shyam Narayan Chodhary, Vijay Kumar Choudhary, Umesh Chodhary, Ramesh Choudhary & Manoj Kumar Choudhary all son of Nathun Chodhary, all of resident of Vrindavan Colony Near Walmi Gate (1) AIIMS Road, P.O & P.S – Phulwarishariff, District- Patna area 3 Katha 6 Dhur 13 Dhurkies has enterd into a

Registerted Development agreement with M/S **S. N. INFRACON PRIVATE LIMITED** a Company incorporated under the provisions of Companies Act, 1956, having its registered office at A/29 Lower Ground Floor, Pandav Nagar, Delhi – 110092, registration No. U4500DL2012PTC243837, through its Director Sri Ashwani Kumar Sinha Son of Sri Sheolakh Pati Lal, resident of Ramnagar, Janipur AIIMS Road, P.O. & P.S- Phulwarishariff, District- Patna and land owners/vendor entered into aregistered Development Agreement Dated 11/11/2016 vide Deed No. 12742, Book No. 1, Volume No. 12742, Book No. 1, Volume No. 271, Page No. 508 to 525, Serial NO. 12973 Token No. 13558. CD – 42, registered at sub Registry Office – Danapur and Second Registered Development Agreement

Smt Arti Singh wife of Sri Rakesh Kumar Singh resident of Arpa, P.S – Hajipur, District – Vaishali, area 2 Katha with S. N. INFRACON PRIVATE LIMITED a Company incorporated under the provisions of Compaines Act, 1956, having its registered office at A/29 Lower Ground Floor, Pandav Nagar, Delhi- 110092, registration No. U45200DL2012PTC243837, through its Director Sri Ashwani Kumar Singh son of Sri Sheolakh Pati Lal, resident of Ramnangar, Janipur AIIMS Road, P.O- & P.S.- Phulwari Sharif, District- Patna and land owners/ vendor entered into an a registered Development Agreement Dated 06/10/2016 vide Deed No. 11655, Book No. 1, Volume No. 250, Page No. 81 to 95, Serial No. 11863, Token No. 12454, CD-39, registered at sub Registry Office- Danapur. As per the terms and conditions of the said Development agreement. It was agreed between the parties that the builder would construct the proposed multi stored building complex over the schedule-I land at its own cost and expenses and in consideration of the cost of construction, the builder would get 50% of the total built-up-area. Similarly, the land owners would get 50% of the total super built-up-area in consideration of cost of land, and both the land owners and developer would have absolute rights, title and interest over their respective shares.

And whereas developer approached to Nagar Parisad Phulwari Sharif for sanction of map and a plan has been approved vide Building Plan No. 39/2016-2017 Dated 22.03.2017.

Whereas, the Neelam Sinha wife of Sheolakh Pati Lal and Mukesh Kumar after purchasing the aforesaid land and the land owner Nathun Choudhary son of Late Mittal Choudhary and

Shyam Narayan Choudhary & Others all of Purwaj purchase property. After death Purwaj the land owners look possession of their respective lands and got their names mutated in Government records and are paying ground rent to the State of Bihar through circle office and accordingly rent receipts are being issued in their respective names for their respective lands.

Whereas, the builder got the building plan approved from the Patna Regional Development Authority and their after stared construction of a multistoried building complex over the aforesaid land.

Whereas, as per terms and conditions of the development agreement the flat and car parking space in question fall into the share of the land Owner and the land owner is fully entitle to sell or enter into an agreement for sale with the intending buyer.

Whereas, when the Vendee came to know that the and woner/vendor is interested to sell the flat and car parking space in question, the Vendee approached the vendor and showed their willingness to purchase the flat and carparking space in question. The vendor considered the request of the Vendee and agreed to sell the flat and car parking space in question to the Vendee on the following terms and conditions :-

NOW THIS DEED OF AGREEMENT WITNESSETH and it hereby agreed by and between the parties as follows :-

1. That the builder company is constructing a residential building complex know as **SAHAY MANSION** over the aforesaid land in terms of the Scheme framed by the builder company.

2. That the company shall be entitled to make such changes, allotment and/ or alteration in the said plans as the exigency of the situation or circumstances shall want or require.

3. That the buyer agree to acquire from the company the flat hereinafter jointly refereed to as the said unit more fully described in the Schedule-A hereinafter at or for a total consideration amount of Rs. ..... only as mentioned in Schedule-B hereinafter written and the vendor has agreed to convey and transfer the same in favour of the buyer at the said consideration.

4. That the said total consideration amount has been calculated on the basis of super built-up-area as detailed in Schedule-B hereunder written.

5. That the said total consideration shall be paid by the buyers to the vendor/builder or its authorized representatives in the manner set out in Schedule-C hereunder written. It is also agreed between the parties that all such payment shall always be made by cross A/C payee cheque or pay order or demand draft drawn on any Bank in Patna in favour of the company first Part.

6. That in case of any tax or government duties not being income tax) is payable in relation to the said unit or the said building or the said complex, the same shall be on account of the buyer and/or the buyer of other units as the case may be and the buyer hereby agrees to pay all such taxes and duties.

7. That the buyer shall make timely payment of all amounts under this agreement whether demanded or not by the vendor., the said amount.

payable by the buyer to the vendor, up to the date of payment, provided that payment of interest shall not prevent the right of cancellation of this agreement by the vendor on any default committed by the buyers in payment of any amount payable by the buyer to the vendor on due date. It is specifically agreed that time for payment of the consideration amount by the buyers to the vendor as described in Schedule-C hereunder written shall be the essence of this agreement.

8. That the Vendee well aware of this fact that the flat as well as the entire building would be maintained by the management committee/owner's association. Hence the Vendee shall not make responsible to the developer for deficiency in rendering service or providing any services to the purchaser and as such the purchaser shall have no claim against the developer.

9. That the vendor shall be entitled for 2% of the total cost of flat as damages, if the booking is cancelled by the vendor due to late or non payment.

10. That as soon as the said unit agreed to be acquired by the buyers is completed, the vendor or its authorized representative shall notify to the buyers of the said unit having been completed.

11. That within 30 days of the date of notice given to the buyers by the vendor company or its representatives, the buyers shall take possession of the said unit after making fully payment and/or deposit of all amount becoming due by the buyers to the vendor under this agreement.

12. After occupation, the buyers shall use the said unit only for the residential purpose and shall not use the said unit for illegal or any other purpose which may cause nuisance or hindrance or obstruction to the other buyer and the buyers shall keep the

common area and the compound of the said building and the said complex neat and clean and in proper condition and shall neither occupy, interference, hinder or keep and store may goods, furniture etc. In the common space, entrance, stair case etc. nor shall use the said unit for illegal purpose.

13. That the vendor shall have first change and lien over the said unit to be acquired by the buyers in respect of any amount liable to be paid by the buyers under the terms and conditions of this agreement.

14. That all letters receipts an/or notice issued by the vendor and dispatched under certificate of posting or registered and dispatched under certificate of posting or registered post to the above address or such other address as may be intimated by the buyer shall be sufficient proof of receipts of the same by the buyers on the 4th day from the date of dispatch.

15. That vendor hereby agrees that the Vendee will be entitled to create equitable or any legal mortgage in favour of any Bank of financial institution for purchasing the flat and car parking space for the due repayment of the said loan.

16. Notwithstanding any thing to the contrary elsewhere herein contained the vendor may at his potion and on receipt of full consideration for all the flats and parking space etc. from **SAHAY MANSION** Owner's Association in such event :-

(a) The buyers agrees to become a member of such association.

(b) The buyers agrees to follow all the rules and regulation of the Bye-Laws of the said association.

(c) The buyers agree to follow all the rules and regulations of the Bihar Apartment and Ownership Act. 2006.

17. That the vendor Company agrees with the buyers that the construction of the said building shall be completed within **2 years 6 month dated of agreement** with a grace period of 06 months, provided the time limit shall be extended in the event of non-availability of the building materials or delay in receipt of consideration amount from the buyers or buyers of other units and/or delay to force mejure.

18. That the buyers Vendee hereby undertakes and agrees that they shall not do any act, deed or thing whereby the construction of the said complex including the said building and the said unit be delayed or impended in any manner whatsoever.

19. That all cost, charges and expenses in connection with formation of the aforesaid owner's association as well as the costs of preparing, executing and registering of the agreement or the agreement, deed or deeds of conveyance or conveyances, transfer deeds and any other document or document required to be executed by the vendor as also the professional costs of the attorneys of the vendor for professional and approval of such documents and also the stamp duty applicable at the time of conveyance of deeds, shall be borne and paid by the buyers and the vendor shall not be liable to contribute any thing towards such expenses.

20. That in case the building or the units be requisition then in such event transfer hereunder shall be subject to such requisition and otherwise the terms hereof shall remain unaffected and the buyers shall pay to the vendor company all amount payable hereunder and shall be entitled to the tenant or compensation and all other benefits receivable under such requisitions. condition.

21. That any dispute or differences arises between the parties, the same shall be settled under the provisions of Indian Arbitration and Reconciliation Act, 1996.

22. That the Patna Court having original jurisdiction in the town of Patna alone shall have jurisdiction in all matters relating to or arising out of this agreement.

SCHEDULE-I

All that piece and parcel of land measuring 11000.356 Sq. Ft. approx, situated in Mauza-Saidpura Salempur Chautra, Pargana-Phulwari Sharif, Survey P.S.- Danapur, Distt.- Patna bearing Thana No. 51, Tauzi No. 5452 & 5733, Khata No. 237 & 337, Survey Plot No. 940. within the limits of Nagar Parishad Phulwari Sharif and within the jurisdiction of Sub Register Danapur and District Registration Office, Patna, which all the Flat owners of **"SAHAY MANSION"** residential complex, including the land owner's share in Flats will have proportionate share, right, title and interest over the land, vide **Zamabandi No. 2372 & 225 year 2006-2007.**

BOUNDARY OF LAND/APARMENT:-

North : Branch Road

South : Sri Bhuneshwar Rai

East : Ahar & Others

West : Kamlakant Singh, Shashikala Devi wife of Subhash Prasad and others.

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:-

(Description of the said unit)

All that **Flat No.** .... **floor**, having built-up-area of .....with **one reserved car parking space,** along with

common space in the Apartment named **"SAHAY MANSION"** Situated in Mauza- Saidpura Salempur Chatura, Pargana & P.S. Phulwarisharif, Survey P.S.- Danapur, Distt.- Patna bearing Thana No. 51, Tauzi No. 5442 & 5733, Khata No. 237 & 337, Survey Plot No. 940 and bounded as follows :-

Boundary of Flat

North : ----------

South : ----------

East : ----------

West : ----------

SCHEDULE – B ABOVE REFERRED TO.

Total consideration amount of the aforesaid **Flat No.** ..... on ..... **floor** and a reserve car parking space at the parking floor in **"SAHAY MANSION"** shall be of ..... only. Out of the said total consideration amount, the Vendee have already paid a sum of Rs. ..... to the vendor as an earnest money and the balance consideration amount shall be paid by the buyers to the vendor in the manner details in Schedule-C hereinafter referred :-

PAYMENT SCHDEULE

At the time of booking by cash	Rs. .....
Balance Amount will be paid as follows	Rs. .....
Total	**Rs.** .....

SCHEDULE-C ABOVE REFRERRED TO.

The mode and manner of payment :-

At the time of Booking of within one month :		20% of the total price
At the time of 1st floor casting	:	15% do
At the time of 2nd floor casting	:	15% do
At the time of 3rd floor casting	:	15% do
At the time of 4th floor casting	:	15% do
At the time of Brick work	:	15% do
At the time of possession	:	5% do

IN WITNESS WHEREOF, the parties hereto have executed and delivered these present on the day, month and years first above mentioned.

WITNESSES.

SIGNATURE OF THE VENDOR/LAND OWENR

1.

2.

SIGNATURE OF THE VENDOR/LAND BUYERS.

DRAFTED BY