

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT FOR SALE is made and executed at Patna on this the day of, ..., **2016** of the Christian Era.

BY AND BETWEEN

(i) **Shri. Hanumate Namah Homes**, a proprietorship firm having its office at 3rd floor, Steel House Building, Boring Road, Patna-800001 through its **proprietor Sri Amit** S/o Dr. Abhay Kumar Singh, Resident of Flat No. 26. “Gomati Apartment”, East Boring Canal Road, Patna-800001, Bihar Hereinafter called the

“DEVELOPERS/BUILDERS/VENDORS, which terms and expressions shall unless excluded by or repugnant to the context, be deemed to include its/their legal representatives, executors, administrators, successors-in-office or assignees of the **FIRST PART**.

AND

Sri Sanjay Kumar Son of Sri Ram Pravesh Sharma, resident of Village-goai & P.O.-Karanja , P.S.- Naubatpur , District- Patna, (Bihar), by Nationality Indian, hereinafter called the “VENDEES/BUYERS” which terms and expression shall unless executed by or repugnant to the context, be deemed to include his heirs, executors, legal representatives, successors- in-interest or assignees of the **SECOND PARTY**.

WHEREAS, the property more fully described in schedule-I below at the foot of this deed is the purchased property and possessed the same as absolute owner, and they are in peaceful physical and exclusive possession over the same.

Whereas as the property of Schedule No.1 fully described at the foot of this deed, measuring an area 4359 Sq.ft. is the purchased property of the land owner namely Sri Satyendra Singh Rana son of Sri Ganga Singh, resident of R.Z.34, “Sai Baba Enclave”, Najphgardh, New Delhi-43, through a Registered sale deed executed by Smt. Namita Kumari D/o Sri Shyam Prasad, resident of Munder Shah Cold Storage, Khajpura, (Ashiana More) P.O.- B.V. College, P.S.- Shastri Nagar, District- Patna, which is Registered in the Office of the District Registrar Patna in Book no. 1, Volume no. 293, C.D.- 46, pages 211 to 217, bearing Deed No.

17660/2008 on 23.10.2008 and measuring an area 3707 Sq.ft. is the also purchased property of the land owner namely Smt. Anupam Kumari wife of Sri Satyendra Singh Rana, resident of R.Z.34, "Sai Baba Enclave", Najphgardh, New Delhi-43, through a Registered sale deed executed by Sri Sanjeev Kumar S/o Sri Ganga Prasad, resident of Munder Shah Cold Storage, Khajpura, (Ashiana More) P.O.-B.V. College, P.S.- Shastri Nagar, District- Patna, which is registered in the Office of the District Registrar Patna in Book no. 1, Volume no. 136. C.D. - 21, pages 562 to 568, bearing Deed No. 8261/2009 on 09.05.2009. Since then they jointly came in actual, physical, possession over the land fully described in Schedule no.1 at the foot of this deed and mutated their name in State Sirista and paying rent to the State of Bihar to Circle Office, Patna.

AND WHEREAS, the said land owner expressed his desire to develop the landed property and to construct multi-storied building on survey plot no. 286 (Two hundred eighty six), Khata No. 98 (Ninety eight), Tauzi No.5173, Thana No. 11 (Eleven), situated at Mohalla- Ramnagri (Van Vihar Colony), Mauza-Khajepura, Pargana & Survey Thana - Phulwari, at present P. S.- Rajiv Nagar, Distt- Patna, measuring an area of 8066 sq. ft. equivalent to 18.520 Decimal more or less, is competent enough to give the aforesaid land on conversion basis to the aforesaid developer. The Developers/Vendors above named approached to the landowners through their constituted Attorney, Sri Amit S/O Dr. Abhay Kumar Singh with the proposal to develop and to construct the residential

building over the said piece of land, on the terms and conditions fully mentioned in the registered Development agreement dated 16 March 2012 Registry at Deed No. 7104, Book no.I, Volume no. 124, on pages from 108 to 125 and has been preserved in total 18 pages C.D no. 20/YEAR2012 made and executed in between the Developers/Vendors and the Landowners.

AND WHEREAS, Patna Regional Development Authority now dissolved in Patna Municipal Corporation, have accorded permission for construction of the Residential Apartment/Building vide plan Map case No. PMC/khajpura(R+3)59/2012 dated 10.01.2012. After obtaining permission, a building has been going to be constructed upper basement storied building comprising of several flats and car parking space thereon on prorated basis over the said piece of land named as “SANKALP ENCLAVE.”

AND WHEREAS the Vendee/ Buyer approached to the Developers/Vendors and negotiated to purchase one of the Flat No. **404** on the **Fourth** floor and One car parking space on the **Basement** floor in the said building known as “**SANKALP ENCLAVE**” and after thorough inspection of the documents, the buyer satisfied himself about the right, title and interest of the Vendors/ Developers in relating to the above flat.

AND WHERE AS the Vendee/ Buyer agreed to purchase the said Flat No **404** more fully described in Schedule-1 at the foot of this Deed of Agreement for sale, for a total consideration of Rs. 25,00,000/- (Rupees Twenty five lac only) including car parking space, lift, generator E.T.C

and the Vendors/ Developers have also agreed to sell the said flat on the above consideration amount to the above named Vendee/Buyer.

**NOW THIS AGREEMENT FOR SALE
WITNESSETH AS FOLLOWS:-**

1. That the Buyer agreed to acquire from the Vendors they said residential flat, fully described in Schedule-1 hereunder for a total the vendors Developers also agreed to convey the same in favour of the vendee/ buyer on the said consideration.

2. That the said total consideration shall be paid by the buyer or his authorized representative in the manner as agreed between both the parties hereunder mentioned:-

a) Out of total Rs. 25,00,000/- (Rupees Twenty five lac only) a sum of Rs. 5,00,000/- has been paid in advance through Chuque/RTGS through Bank Name Kotak mahindra,Boring Road Branch, cheque no.000006 rs. 300000/- and HDFC BANK,Kurji Branch, cheque no.000028 rs. 200000/- both dated 22/07/16 and Rs. 5,51,000.(Rs. Five Lac fifty one thousand) in Cash

3. That in consideration of the payment, the Vendee/ Buyer has already paid a sum of Rs. 1,051,000/- (Rupees Ten lac) only as EARNEST MONEY, the Vendors/Developers here to prior to the execution of this Agreement for sale in receipts whereof the vendors do hereby acknowledge and confirm to the vendee by executing this Agreement.

4. That the vendors will receive the balance amount of consideration within the stipulated period as specified about and the vendee also

hereby agreed that final payment of all the accounts under the agreement whether demanded or not by the vendors, shall be paid by his in time.

5. That the vendors have assured to the vendee that they will make themselves available and co-operate with the vendee in respect of the execution and registration of the Deed of Absolute sale of the property, fully described in schedule-1 hereunder within time as stipulated above.

6. That all other agreement/s if any hereto before or after, if made by the vendors and which are in any way contradictory to and inconsistent with this agreement, shall have no affect at all.

7. That the Vendors have agreed that the sale deed of the Schedule -1 property shall be made and executed by the vendors/Developers in the name of the vendee or his nominee/s nominated by the Vendee/buyer.

8. That the buyer and vendors further agree and undertakes that both of them shall always be bound to sign all papers and documents and do all other things which are required for execution and registration of the Deed of Absolute sale.

9. That it is clearly mentioned and understood that the total cost of registrations, court fees, stamp duty, service tax and other liabilities which may be demand from legal/Government side etc. will be borne by the buyer at the time of registration of final sale deed of the property, the vendors will only be liable to execute the sale deed and get it registered before the Sub- registrar of the jurisdiction in favour of the vendee/Buyer or his nominee/s.

10. That the vendors hereby assure the vendee that if for any reasons whatsoever, the vendors are unable to ensure peaceful and undisturbed possession of the demised flat to the vendee, the vendors shall be liable to refund the entire amount of consideration, earnest money and also proportionate amount as the case may be together with the costs and charges with interest calculated at the rate as admissible in the eyes of law from the date of execution of this Agreement for sale.

11. In case any Sales Tax, Service Tax, Purchase Tax or any other Government Duty or Tax (not being Income-tax) is payable in relation to the said Unit, the same shall be on the account of buyer, who hereby agrees to pay such taxes and duties. The buyer further agrees and undertakes to keep the Builder indemnified against any such claim or demand that may be made by any Authority.

12. It is agreed by and between the parties that In case buyer does not wish to buy the said property the builder shall refund the paid amount to the Buyer within 120 days from the date of such termination

SCHEDULE-1

(As referred to above)

DESCRIPTION OF THE FLAT HEREBY TO BE CONVEYED.

All that Flat No. **404** on the **Fourth** floor of the building known as “SANKALP ENCLAVE.” admeasuring a total super built up area of **1050** sq.ft. (One thousand Fifty square feet) with the facility of Lift, parking, Generator and water

(motor) situated in plot no. 286 (Two hundred eighty six), Khata No. 98 (Ninety eight), Tauzi No.5173, Thana No. 11 (Eleven), situated at Mohalla- Ramnagri (Van Vihar Colony), Mauza-Khajepura, Pargana & Survey Thana - Phulwari, at present P. S.- Rajiv Nagar, Distt- Patna, within the jurisdiction of state of Bihar, Annual Land Rent payable to the bihar government through the Circle officer, Patna, Distt. Registration office at Patna Sadar, within the jurisdiction of patna Regional Development Authority now dissolved in patna Municipal corporation, and bounded as:-

BOUNDARY OF FLAT NO. 404:-

North:- common corridor

South:- Open Space of the Building.

East:- Flat No. 406.

West: - Stair

Boundary of the Building:-

North: - Survey Plot No. 289.

South: - Survey Plot No. 285.

East: - 16 feet wide Branch Road.

West: - Survey Plot No. 286.

Note: - Govt. value is mentioned at **Code No. 022 & Zone - 4** of M.V.R. w.e.f. 10.10.2014.

SCHEDULE 'C'

DESCRIPTION OF COMMON EXPENSES.

1. All costs of maintenance, operation, repairs, replacing White-washing, painting, rebuilding, reconstructing, decorating, re-decorating and lighting the common parts including the other of the project, perking space and boundary walls and that of generator, lift, water-pump, tube-well and overhead water tank, water pipe, line, sewerages, rain water, and/or soil pipes etc.

2. The salaries and other expenses for all persons employed for common purposes.
3. Insurance premium for insuring the project building against earthquake, fire, lightening mob. Violence, civil, commotion etc. if insured.
4. Expenses for supplies of common utilities and payments of all charges and/or deposits for providing the H.T.Line and/or on any there account to PESU and other authorities and/or organisation.
5. Municipal and other rates and taxes and levies and all other outgoing save those which can not be separately assessed or incurred in respect of any unit.
6. All other expenses and outgoings as are deemed by the builder/association Co-operative society/private limited company to be necessary or incidental for replacement, reactivation, painting and/or periodic repainting or repairing of the common parts.

SCHEDULE 'D'

(As referred to above)

DESCRIPTION OF THE COMMON AREA

1. All drive ways and parking areas on the said premises, except allotted/non-allotted reserved parking space (RPS).
2. All exterior conduits, utility lines underground and overheads water storage tanks.
3. Exterior lighting and other facilities necessary to the upkeep and safety of the said project.
4. All including shafts, shafts walls, lift, machine room.

5. Care-taker's room, if available lobbies hall ways and staircases and within the said project which are not part of the said unit.

6. That owners of Flat etc. Will have undivided proportionate share over land of project 'SANKALP ENCLAVE' if the building becomes inhabitable and subsequently demolished.

In witness where of the parties have set and subscribed their hand/s seals to these presents in the presence of witness on the day, months and year first above written.

WITNESSES:

1.

Signature of Buyer

Signature of Developer

2.