OM

AGREEMENT TO SALE

This agreement is made on this the ……..

BETWEEN

M/S J.N.S PROJECT & INFRA a company incorporated under the companies Act 1956 having its Registered office Gali no.3. Mohalla- Gaurakshini ,P.O & P.S – Sasaram District- Rohtas (Bihar) through its partner **Shri VISHAL KUMAR SINGH** S/o Sri Vijay Kumar Singh (hereinafter referred to as the VENDOR/BUILDER of the ONE PART.

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AND

(1) Name …… IT PAN…… ADRESS:------
(2) SMT …….. W/o sri ……. I.T PAN-…….. are resident of …….. ,District …… -…….. (Bihar) at present residing at ……..) (hereinafter referred to as the "VENDEE/BUYER") of the OTHER PART

The terms and expressions "VEBDOR/ APARTMENT OWNER" and "VENDEE/BUYES" shall mean and include unless contrary to the context their respective legal heirs successors –in-interest assigns representative and nominees.

AND

WHEREAS the "BUILDER "herein having examined the documents relating to ownership of the property and having satisfied himself that the Landowner is the absolute owner of the schedule property .approached the owner for development and construction of a multi-stored building comprising of ownership flats. Parking space on a portion of the aforesaid land measuring an area of 4860 sq .ft. More fully and particularly described in Schedule 'A' to this agreement.

AND WHEREAS the Landowner agreed to the proposal of "BUILDER" referred to herein and entered into a registered Development Agreement vide Book No.1. Volume No.276 CD -42 Pages 237 to 253 Deed NO-8053 on 19/03/2013 between landowner Land owners –(1) Usha Rai husband of Rambachan Rai Resident of village-Katrakala ,via- Mohania, kaimur (Bihar) (2)Malati Devi

Husband of Nawal kishor Sharma Resident of village-Kundila, via-Kurtha,Dist-Jahanabad (Bihar) (3)Sushama Devi Husband of Pravin Rakesh Resident of village –Parsuram pur, Via- Paliganj Dist- Patna (Bihar) & (4) Kanchan Rai Husband of Rajendra Prasad Rai , Resident of Village-Kritpura ,Buxer (Bihar) And **M/S J.N.S PROJECT & INFRA** having its office Gali no.3. Mohalla- Gaurakshini ,P.O & P.S – Sasaram District- Rohtas (Bihar)through its Partner Sri Vishal Kumar Singh son of Shri Vijay Kumar Singh .which was registered at Sub and Sadar Registration office Patna Whereby the "BUILDER" agreed to construct a multistoried residential building on the Schedule "A" land having flats and parking spaces etc as per the map sectioned by the Patna Regional Development Authority (PRDA) and agreed to on amongst other give the owner certain number of Flat. And parking space as detailed in the share distribution chart annexed in the said agreement and retained the rest flats and parking spaces as his share referred to as the "Builder Allocation"

Building has been constructed over the land and share of landowner and developer has already been distributed. Hence as per u/s 5 and others of the Bihar Apartment Ownership Act, 2006 Builder is entitled to sale/ transfers his share as absolute owner. The property hereby sold is allotted in the share of the developer. And now the above named vendor has full right to transfer the flat etc.By way of sale to different purchaser/s on the ownership basis.

AND

WHEREAS the "BUILDER" has inspected and has otherwise satisfied himself about the title of the owners of the said land and right and interest of the "BUILDER" to plan construct and sell the aforesaid building namely "MAA GAYATRI HOMES" has approached the "BUILDER" for purchase of Flat No……. on …….. and one car parking space .

AND

WHEREAS the "BUILDER" herein to sell the aforesaid flat to the "BUYER" herein on the terms and conditions mentioned herein below:-

BY NOW THIS AGREEMENT FORSALE WITNESSETH AND IS HEREBY AGREED AND BETWEEN THE "BUILDER "AND "BUYER" AS FOLLOWS:-

1.1 BUILDING shall mean the multi-stored building complex to be constructed on Schedule 'A' of the landed property in accordance with the plan sanctioned by Patna Development Authority(PRDA) Patna However the "BUILDER" Shall be entitled to make such changes. Addition alterations in the said plan as exigencies of the situation/circumstances may warrant or require.

1.2 FLATS shall mean the super built up area consisting of bed-rooms, living rooms, kitchen, and balcony/verandah chambers etc. with construction specifications as described in Schedules 'D'.

1.3 PARKING SPACE shall mean the place or area reserved for parking of the motorcars and shall not be a part of common facilities and amenities.

1.4 COMMAN FACILITIES AND AMENITIES shall include corridors, Hall, ways stairways passage ways driveways, common lavatories. Pump room ,generator room, tube well, over head, tanks, head room water pumps and motors and other facilities .which may be mutually agreed upon between the parties and required for the establishment, location enjoyment provisions maintenance and management of the building including terrace

of building common amenities of the said building more particularly described in the Schedule 'B'.

COMMON EXPENSES shall mean and include a proportionate share of the cost, charges and expenses for working maintenance up keep and repairs replacement of common facilities including proportionate share of municipal and property taxes and other taxes and levies related to or connected with the said building and land property.

1.5 TRANSFER with the grammatical variations shall mean transfer by voluntary handing over of possession and any other mean adapted for effecting what is undres stood as a transfer of space in the multi stored building to purchase thereof.

1.6 TRANSFEREE shall mean any natural and juristic persons like company and/ or associations of persons to whom any space in the building has bee transferred.

1.7 SUPER BUILT UP AREA shall mean an include the carpet area of flats. Driveways wall area verandah/balcony wardrobe area the proportionate area of the staircase corridors guard room generator room lift machine room, reception and society room.

The "BUYER" herein agrees to purchase from the "BUILDER" Flat No.101 on 1st floor along with parking space hearing no (To be Numbered) more fully and particularly described in schedule'B'

hereunder for considerations as mentioned in Schedule'C' hereunder and the 'BUILDER" gas agreed to transfer the same in favour of the " BUYER" at the said consideration. The said consideration has been calculated on the basis of super built up area .As detailed in Schedule 'B' and schedule 'C' hereunder and at the time of taking final measurement after completion of the building the difference in consideration amount shall be paid/adjusted accordingly.

1.8 That the total consideration amount will be Rs…….only of the Flat No……. on the ……floor along with covered parking and proportionate share of land as per apartment Act ,2006 .Which will be paid by the buyer to the builder on the schedule and details mentioned in Schedule 'C'

1.9 The said total consideration shall be paid by the buyer to the "BUILDER" as and in the manner set out of the Schedule 'C' hereunder. it is also agreed that all such payments shall always be made only by crossed A/c payee cheque or pay order or demand draft drawn on any bank in Patna in favour

of the "BUILDER" That in case any registration fees stamp duty ,GST Tax is payable in relation to the said flat the same shall be paid by the "BUYER" herein and the said cost would be over and above the consideration amount mentioned in the Schedule 'C' of this agreement and the "BUYER" further undertakes to keep the "BUILDER" indemnified in case any such claim/demand that may be made by any statutory body/authority.

2.0 That the "BUYER" shall make the payment as per schedule of payment as contained in the schedule 'C' to the Agreement without any further demand made by the "BUILDER" it is made clear that in case of any delay in payment of the amount due, the "BUILDER" shall be entitled to and interest@11% per annum compounded every month on the amount which has become due and is payable by the "BUYER to the "BUILDER" under the terms of this agreement calculated from the date of such amount become payable by the "BUYER" to the "BUILDER" up to the date of payment.

2.1 That the BUYER fails to clear all the dues alonwith interest of 11% per annum compounded monthly, within 90 days from the date of the said amount becoming payable as per schedule of payment contained of the schedule "C' hereunder the "BUILDER" shall be entitled to cancel and terminate the agreement without any further reference to the "BUYER " in which case the "BUYER" shall be entitled to refund of the amount paid by him till that a within 180 days from the date of such termination. It is herby agreed by and between the parties that in the eventuality of such termination /cancellation of this agreement the "BUILDER" shall be entitled

to liquidateddamage@5% of the total consideration amount of the said unit.

2.2 That the “BUILDER” one month prior to the date of completion ,will inform the BUYER with regard to the deemed date of possession and completion and it shall be obligatory on the part of the “BUYER” to clear all the outstanding with relation to the cost of flat and parking space within 15 days thereof.

2.3 That it is made clear that the maintenance charge of the “BUILDER” shall become livable from the said date of deemed possession.

2.4 That in the eventuality of the ‘BUYER’ not clearing the dues within 30 days of deemed possession with interest as stipulated herein before the “BUILDER” shall be entitled to terminate/ cancel this agreement and to dispose off the flat and parking space etc. and in the said eventuality the ‘BUYER’ shall be entitled to refund of the money paid till that date from which liquidated damage@5% of the total cost of the said unit would be deducted.

2.5 That it is made clear that the possession of the flat will not be handed over to the “BUYER” if all the outstanding as mentioned of the Schedule ‘C’ is not cleared by the ‘BUYER’ at least 15 days before the date of possession.

2.6 That the ’BUYER’ shall not entitled to use the unit purchased by him/her for any other purpose other than residential purposes. the BUYER shall not be entitled to store anything in common area or use the common area in the manner which may cause annoyance to the Buyers of the other units in the building or the complex.

2.7 The building covenants with the Buyer that the construction of the said building shall be completed 15.1.2020 ,with a grace period of six months provided however .that the time for completion shall be deemed to have been extended in the event of non-availability of building materials or delay in receipt of installments of the consideration amount from the buyer or buyers of other units and or delay due to any reason beyond the control to the Builder and “FORCE MAJEURE”

2.8 Save as provide herein above or on account of some reasonable cause. If the builder is not able to give possession of the said unit to the Buyer in terms of this agreements the Buyer shall not be entitled to any damage whatsoever but the buyer shall be entitled to receive back the entire money paid by the Buyer to the Builder towards consideration of the said unit together with simple interest thereon calculate date the rate of 11%per

annum for the date of such payment or payments to the date of repayment by the Builder.

2.9 The Buyer covenants with the builder that the buyer shall not demolish or cause to be demolished any part or portion of the said unit not shall be at any time make or cause to be made any new construction or addition/alteration without the previous consent in writing of the Builder or Owner Association if formed.

3.0 That the fitting fixtures and amenities to be provide by the builder shall confirm to the specification detailed in Schedule 'D' hereunder or of an equivalent make/value.

3.1 That the shall be obligatory on the part of the buyer to become a member of the society of the prospective owners of the residential units and to pay the maintenance charges as fixed by said society.

3.2 That the Buyer shall not alter the outer walls/elevations so as the uniformity of the building and elevation/look remain the same. it is obligatory on the apart of the Buyer to paint the walls of the verandah in the same colour as decided by the Builder.

3.3 The society shall bee free to frame its bye-laws in a manner it feels best to deal with the maintenance and up-keep of the buildings and defaulting members.

3.4 That if the Builder shall till the date of formation of the society maintains the common amenities and incur the cost borne upon it for which the Buyer would be charged maintenance fee for Rs.500/- (Rupees five hundred)per month (or as decided by the Builder) and the Buyer irrevocably agrees to abide by the rules and regulations as framed by the Builder.

3.5 That it is made clear that in the event of the Buyer not paying maintenance charge as aforesaid the Builder shall be entitled to an interest@ 11% per annum compound on monthly basis and if said charges are not paid along with interest within 90 days the Builder shall be entitled to withdraw all common amenities from the Buyer.

3.6 That the "BUYER" after clearing all the dues would be entitled to get the residential unit and parking space in the "BUILDER" registered under the Registration Act 1908 within the time prescribed by the Apartment Act However the entire cost of registration will have to be borne by the "buyer"

3.7 That it is made clear that the “BUILDER” would from the3 date of society is framed pass on all its interest in the building along with the account of maintenance charge levied till that date to the society so incorporated.

3.8 That is case of any dispute between the “BUYER” and ”BUILDER” with regard to any of the terms and condition in the instant agreement the same shall be disposed of in terms of Arbitration & Conciliation Act 1996 wherein a sole Arbitrator not below the rank of a retired District Judge shall be appointed.

3.9 The court having original jurisdiction in the town of Patna along shall have the jurisdiction in all matters relating to or arising out of this agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day month and year above written.

WITNESS:

VENDOR/LAND OWNER

VENDEE/BUYER

SCHEDULE ‘A’ ABOVE REFERRED TO

All that piece and parcel of land measuring an area 9747 sq.ft. Situated in **Mauja-Musthafapur ,Paragana- Phulwari sharif,Ps-Khagaul,Bearing Khata No-306,Plot No-271,Tauji No-5276,Thana No-36, Thana code -157, Jamabandi No-1915 & 2076,**

North: - shri Kashi Mahto

South: - Shri Basudev singh

East: - servy Ahar

West: - Servy Ahar Siwana Adamapur

SCHEDULE"B" ABOVE REFERRED TO

1. All that residential Flat No…… floor of the Building Named "MAA GAYATRI HOMES" having super built up area …… Sq.ft and one car parking space Which shall be aggregate of the following:

BOUNDARY

North: - …….
South: - ……
East: - ……..
West: - ……

a) Carpet area comprised within the said unit However the roof of the said flat shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it similarly the floor of the said unit as well as the roof of the unit or units below it and the roof and the

floor for the said Unit shall jointly being to the Buyer and the Buyer of other units directly above and under the said unit.

b) Area of walls and columns if any, within and outside the said unit save the wall or walls separating the said unit from the other units of the same floor which shall belong jointly to the Buyer and the Buyer of the other such unit for units and in which case 50% (Fifty percent)
Of common walls shall be taking into account.

c) Proportionate share in the common space in the said building namely staircase and landings on all the floors, Common electrical meter Room. Common Guard Room, Common servants' toilets, Generator Room etc. and proportionate share in undivided land.

2. Reserved car parking space (covered /without side wall) Number allotted (To be numbered) in the ground floor.

SCHEDULE'C' ABOVE REFERRED TO

CONSIDERATION SCHEDULE

Cost of account of Flat No……. on …. floor Rs …… only of the flat No…….. floor in Pratima Mansion with one covered car parking space along with proportionate share of land as per apartment Act 2006.

PAYMENT SCHEDULE

Booking amount paid by Buyer of Rs

1st installment

2nd installment

3rd installment

SCHEDULE 'D' SPECIFICATION OF

"MAA GAYATRI HOMES"

Structure: - R.C.C frame structure approved by P.R.D.A (Dissolved) P.M.C.

Civil work: - First Class bricks work in cement sand master approved by P.R.D.A.

Finishing: - All wall and ceiling internally cement plastered externally bricks work will be plastered. Externally brickwork will be plastered and painted with snowcem internally POP.

Doors:- Doors framed of had wood only. Door shutters with a coat of Wood primer and two coats of synthetic enamel paint.

Window: - Fully glazed window with painted wooden frame.

Flooring: - 2x2 vitrified tiles (Kazaria and somani)

Kitchen: - Working platform with granite platform and steel sink, coloured glazed tiles up to 18" high for working Platform.

Electrical: - Concealed PVC conduit wiring with standard electrical accessories.

Toilet: - (A) Dado- ceramic tile up to 6.0" height.

(b) Sanitary ware –White glazed Vitreous sanitary ware.

(c) Fitting –C.P. fittings

(d) Cisten- Acrylic fiver glass cistern in white colour.

As per statement of Land owner and Buyer

Drafted by: