

Sale Agreement - 1



बिहार BIHAR

734

29-4-17

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W 679776

नेट विलड रेक, एग- डुकनारी कारिम, पटना

[Signature]

[Signature]
30.4.2017

[Signature]
30.4.2017

AGREEMENT FOR SALE

**THIS AGREEMENT IS MADE This 30 Day
of April, Two Thousand and Seventeen;**

Hajira Raza

"SCHEDULE VI"

The PURCHASER/S in proportion of his/her/their share alongwith other Purchaser/s in the proportion of their shares, shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses.

1. All the rates and out goings payable if any in respect of the land described in the Schedule I hereto and the building thereon.
2. The expenses of routine maintenance including painting, white washing, cleaning etc., and provision of the common services to the building as set out below:
 3. a. Maintenance of pump sets and other machineries, sanitary and Electrical lines, common to the building.
 - b. Payment of electrical and water charges for common services.
 - c. Replacement of bulbs in corridors.
 - d. Maintenance of garden potted plants in the building.
 - e. Provision of (night) watchman, and other security etc.,

Till such time as the formation of association is registered the services mentioned in the above clause will be carried by the PROMOTER. Thereafter decisions taken by the majority of the Purchaser/s and the interpretations of this clause would be determined by decision of the majority of Purchaser/s (OWNERS) and repairs/maintenance work carried out against payment of such sums as may be determined by them from time to time.

Should a PURCHASER default payment due for any common expenses, benefits, or amenities the First Party or the Association of the Apartment owners, shall have the right to decide and remove such common benefits or amenities including electricity and water connection from her enjoyment.

If at any time of development and/or any charges are levied or sought to be demanded and recovered by the Patna Municipal Corporation or any department of Government or any other public authority in respect of the said land and/or construction after completion of the building, and handing over the possession the same shall be borne and paid by all the Purchaser/s among themselves in proportion to the respective floor areas of such flats.

Ayed Nazir Javed
30.4.2017

Md. Rashedul
30.4.2017

Hayra Raza

"SCHEDULE VII"

The PROMOTER hereby covenant with the PURCHASER as follows:

1. The PROMOTER will require every person for whom they shall hereafter construct any constructions in the said building to covenant and to observe the restriction set forth in the Schedule above.
2. That the PROMOTER and the assignees/claiming under through or in trust for the PROMOTER for the building or any part thereof will always respect the rights of the PURCHASER/S mentioned in this agreement and in the Schedule IV herein particular.
3. The PROMOTER in constructing any Office/Apartments hereafter shall sincerely follow the covenants herein contained and shall not contract to confer any right reserved for the PURCHASER/S herein nor shall contract to exclude for their other PURCHASER/S any burden expressed to be shared by the PURCHASER/S herein.
4. The PROMOTER accepts and agrees that any covenants by them in the future in any Agreement/s or document/s reducing or altering the rights of the PURCHASER/S or imposing on the PURCHASER any restriction not found herein before shall be void.
5. The PROMOTER shall give inspection of all the title deeds relating to the Schedule I Property, retained with them at the request of the PURCHASER or her nominees at all reasonable times and hand over the same to the Apartment owners Association on its formation and registration.
6. PROVIDED further the PROMOTER shall not be liable to set right any structural defects discovered after six months from the date of announcing the possession of the Apartment and making it ready for the delivery to the PURCHASER.
7. PROVIDED always the PURCHASER shall be liable for the charges for common amenities and charges for meter rent, electricity and water from the date of communication by the PROMOTER to the PURCHASER of the readiness to hand over possession of the property referred to in Schedule II above.

Aged Waqar Javed
10.4.2017

md. Rashedul
30.4.2017

Mayra Raza

8. Any delay or indulgence by the PROMOTER enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the PROMOTER of any breach or non-compliance of any of the terms and conditions and covenants of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the PROMOTER and shall also fully and effectually discharge the PROMOTER.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR RESPECTIVE HANDS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES

1.

NEST BUILDTECH

30.4.2017

1. JASID ALI

S/o Late S. Mokhtar Ahmad
9.0 + P.S. - Phulwara, Sanyal

Dist. - Patna.

STATE - BIHAR. 801505.

MOB NO. - 9386605900.

2.

NEST BUILDTECH

30.4.2017

FIRST PARTY

(PROMOTERS)

Authorized Signatory

Alwara Raza
S/o Late Mr. Jagan Raza
Nizam Manzil
Jyoti Mandam
B. Khandari
2. 9654876440

SECOND PARTY

(PURCHASER)

Hojra Raza

BETWEEN

1. SYED NAZIR JAMAL SON OF LATE SYED KHURSHID JAMAL

2. MD. TAUHEED ALAM SON OF MD. MAJEED ALAM

Both Partners of **M/S NEST BUILTECH.**, having its Booking Office at, 102, 1st floor, Zoya Mansion, Haroon Nagar Sector-2, Phulwari Sharif, Patna- 801505, hereinafter called the **PROMOTER/ DEVELOPER/ BUILDER**, which term wherever the context permits shall mean and include his heirs, successors, assigns, executors, administrators and legal representatives of the First Part.

P.A.N.AALFN3839P

Mob No. 9939991335

AND

HAJRA RAZA WIFE OF LATE ZAFAR RAZA AND DAUGHTER OF LATE MOHAMMAD SALAMAT resident of Nizam Manzil, Dayara, Bihar Sharif Post Office & Police Station Bihar Sharif District Nalandas, Bihar, Pin Code 803101, hereinafter called the **PURCHASER** or the **SECOND PARTY**, which terms shall wherever the context so applies shall include his/her/their legal heirs, Assignees, Successors, Executors, Administrators, Heirs and Legal Representatives of the **SECOND PART**.

Mob. No.

WHEREAS, the Second Party has entered into an Agreement with the First Part, for purchasing 4th Floor, Flat No. **B-4**, Area 1018 Sq. ft. @ Rs.2,800/- per Square Feet, which comes Rs.28,50,400/- (Rupees Twenty Eight Lakhs Fifty Thousand Four Hundred) and Rs.3,30,000/- (Rupees Three Lakhs Thirty Thousand) for one reserve car parking & proportionate in land & electric fixtures & Generator etc., in total equaling to Rs.31,80,400/- (Rupees Thirty One Lakhs Eighty Thousand Four Hundred Only) And the First Part has been entrusted for developing the property of the owners mentioned hereunder and whose details are explained in Schedule I.

WHEREAS, Indian Citizen, Hereinafter referred to as the "LAND OWNER" (which expression unless otherwise excluded be repugnant to the context or meaning thereto mean and include his/her/their heirs, legal representatives, assigns and/or successors-in-interest) of the **ONE PART**.

Hajra Raza

Ayed Nazir Jamil
30.4.2017

Ind. Raza
30.4.2017

AND

AND WHEREAS the owner of Flat No ~~D-4~~ on 4th floor has entered into an agreement with the First Party more particularly described in the Schedule II hereunder, hereinafter referred to as the Schedule II Property, and for that purpose has approached the First Party herein requesting the First Party to construct the said Flat as a Builder for the Second Party to which the First Party has agreed on certain terms and conditions.

AND THE PARTIES desire to have the same reduced to writing as follows:

NOW IT IS MUTUALLY AGREED AS UNDER:

1. The First Party being entrusted with the work of the construction of the said schedule II Property for and on behalf of the Second Party, do/does hereby agree to undertake to construct the same as a builder for the Second Party as per the dimensions, specifications and other details as contained in the Schedule II to this agreement, for a total consideration to Rs.31,80,400/- (Rupees Thirty One Lakhs Eighty Thousand Four Hundred Only) given by the Second Party to the First Party as described below and all the piece of land which is given to the first party is wholly the property of First Party which will be used for the purpose of construction and pathways.

2. The First Party shall under normal conditions complete the construction of the building and agree to hand over possession of the Schedule II Property on or **before December-2018** (Proposed) ~~_____~~ obtaining clearance from all relevant authorities, subject to availability of cement, steel and other essential items on construction and also subject to unforeseen events such as Acts of God, Earthquake, Floods, War or other Local Disturbances, Changes in Laws of the State, Corporation or any other clauses beyond the control of the First Party. In the event that the PROMOTER and/or the OWNER fail to execute the Deed of Absolute Sale within the period stipulated above, the PROMOTER will pay the PURCHASER/S a penalty of 5% per annum on the amount already paid by the PURCHASER/S until the execution of the Deed of Absolute Deed.

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3. While the works are in course of construction and until the Second Party takes over the same, labour employed, all materials or plants used or to be used in constructing the same shall remain at the First Party risk and the First Party shall not be entitled to any compensation for injury to workmen or loss or destruction of such works or material from any cause whatsoever.

4. It is hereby agreed between the parties that the First Party shall have absolute power to construct other apartments on Schedule I Property together with the covered parking spaces on behalf of the other Purchaser/s on the Schedule I Property or otherwise and on such terms and conditions at their absolute discretion.

5. It is further agreed between the parties that the Purchaser of Schedule I Property who have not contracted to build/Purchase covered or uncovered parking space shall have no claims or hold of any kind whatsoever or object for its use by other Purchaser/s who have purchased or got the same constructed.

6. The expenses and deposits for common amenities, if any like electric services, cost of transformer, cable wires, Panel Boards, Generator backup etc., is included in exchange of land whose measurement is stated above. No further amount is required to be deposited by the Second Party to the First Party at the time of delivery of possession of the Schedule flat.

"SCHEDULE I"

All that piece and parcel of vacant land measuring an area of 24 Decimals equivalent to 10454.4 Square Feet, over which the aforesaid **"Jawahar Complex"** is being under construction situated at Survey **Mauza Nohsa**, Survey Police Station and Pargana Phulwari Sharif, District Patna, under the Jurisdiction of Sub Registrar Phulwari Sharif, and District Sub Sadar Registrar Sadar, Patna, under **Tauzi No. 5441 (Five Thousand Four Hundred Forty One) Survey Thana No. 38 (Thirty Eight) Khata No. 201 & 182 (Two Hundred One and One Hundred Eighty Two) Part of Cadastral Survey Plot No. 730 & 731 (Seven Hundred Thirty and Seven Hundred Thirty One)** and same is out of Patna Municipal Corporation and Phulwari Nagar Parishad, and the same is bounded as follows :-

Agreed Nager Jamil
30.4.2017

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Bounded as follows:-

North By : - Survey Plot No, 729

South By : Survey Plot 732

East by : Survey Plot

West by : Nohsa Main Road

"SCHEDULE II"

Flat bearing No. ~~B-4~~ **B-4**, on the 4th Floor measuring **1018 Sq.ft.**) Super Built up Area, having 2 Bedrooms 1 Drawing cum Dining Space 2 Toilet cum Bathrooms 1 kitchen 2 Balconies and one reserve car parking in the said apartment along with proportionate share in common areas such as Passages, Lobbies and Staircase contained in the multistoried building to be constructed on the Schedule I Property known as **"Jawahar Complex"**.

BOUNDRY

North : - Corridor

South : - Open to Sky thereafter setback of the Apartment

East : - Flat No. F-4

West : - Flat No. B-4

Specifications:

1. **Structure :-** RCC Framed Structure
2. **Walls :-**
 - External :- 5"thick Brick Work
 - Internal :- 5"thick Brick Work
3. **Plastering :-**
 - External & Internal Sponge Finishing Neeru Finish
4. **Doors :-**
 - Main Doors :- Flush Door with Veneer Finish
 - Internal Doors :- Flush Door
5. **Windows :-** Internal Aluminum Frames with Glass
6. **Painting :-**
 - External & Internal with ISI Quality Acrylic Paint

Ayed Nazir Javed
20.4.2017

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|-------------------------------------|---|
| 7. Flooring :- | Marble/Branded Tiles in Hall & Bedrooms |
| 8. Bathrooms :- | Color Glazed tiles 7' height, hot & cold Mixture & Geyser |
| 9. Toilet :- | Best Quality Sanitary Fittings |
| 10. Electrical :- | Concealed copper & ISI Quality Switches |
| 11. Telecom :- | Telephone & TV Cable Points |
| 12. Lift :- | 2 Lifts with 6 passengers capacity each |
| 13. Power Backup :- | Only for common area |
| 14. Water Supply :- | Bore well water supply |
| 15. 24 Hours Security System | |
| 16. Parking Space :- | For four wheelers and two wheelers at Ground Floor |
| 17. Kitchen :- | Granite Counter Top with ISI Quality Sink |
| 18. Plumbing :- | Concealed Plumbing of ISI Quality & C.P. Fitting |

Agreed Raza signed
20.4.2017

"SCHEDULE III"

RESTRICTION ON THE RIGHT OF THE PURCHASER

The PURCHASER/S hereby agrees to bind himself, his heirs and successors in interest, representatives and assignees to the following:

1. Not to raise any construction in addition to that mentioned in Schedule II above.
2. Not to use or permit the use of the construction referred to in Schedule II above in the manner which would diminish the value of the utility in the property described in the Schedule I above or any construction made thereon.
3. Not to use the space in the land described in Schedule I above left after the construction referred to in Schedule II above for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress to or otherwise from any other part of the construction.
4. Not to decorate the exterior of the Property to be constructed by the Promoter for the Purchaser/s other than in the manner agreed to by at least two-third majority of Owners of Apartment over the land described under Schedule I above.

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20.4.2017

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5. Not to make any arrangement for maintenance of the building referred to in Schedule II above and ensuring common amenities therein for the benefit of all concerned other than that agreed to by two-third majority of all Apartment Owners.

6. The covered or uncovered parking lot for the respective Owner/s will be used by them for parking their four wheelers or two wheelers only.

7. Cost of any additions and alterations made over and above specifications mentioned in the brochure request of the purchaser shall be charged extra.

8. The PURCHASER shall have no objection whatsoever for the OWNER or the PROMOTER to hand over the common area and facilities to the common Organisation or Association as soon as it is formed and pending registration of the same. The PROMOTER shall retain the common areas and facilities.

9. The PURCHASER shall have no objection whatsoever for construction of covered car parking space for other Purchaser and such spaces shall always remain the Property of the respective Purchaser.

"SCHEDULE IV"

UNIT DETAILS:

Type	Floor	Unit No.	Super Area
Flat	IV	B-4	1018 SQFT

COST OF UNIT:

S.No.	PARTICULARS	AMOUNT (Rs)
1	BSP-Basic Sale Price	Rs.28,50,400/-
2	Including Car Parking &	
3	Share in land & Electric & Generator	Rs.3,30,000/-
	Total	Rs.31,80,400/-

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PAYMENT PLANS:

The full payment has to be made as per following schedule:

S. No.	Installments	Inst. Date	%	Amount
1	Booking Amount			10,000/-
2.	Balance Payable Amount			7,85,100/-
	Schedule of	Payable		Installments
3.	Within 3 Months of booking		25%	Rs.7,95,100/-
4.	Within 6 Months of booking		25%	Rs.7,95,100/-
5.	Within 9 Months of booking		25%	Rs.7,95,100/-
	Total PAYABLE AMOUNT		Total	Rs.31,80,400/-

Ayed Nazir Javed
30.4.2017

Booking Amount Details:

Sl. No.	CASH/ CHEQUE	AMOUNT	Dated
1.			
2.			

Note: Service tax etc., will charged extra to be paid by the customer.

"SCHEDULE V"**RIGHTS OF THE PURCHASER**

1. Full rights and liberty for the PURCHASER in common with all other persons entitled, permitted or authorised to the like rights at all times of the day or night and for all purposes to go, pass and repass all open spaces, lobbies, parking spaces and terraces staircases and passage inside and outside the building and constructions described in the Schedule hereto.

2. Full right and liberty to the PURCHASER in common with all other person/s with or without motor cars or other permitted vehicles at all times day and night and for all purposes to go and pass over the land appurtenant to the building constructed in the land described in the Schedule I above.

3. The right to subjacent and lateral support and shelter and protection from the other parts of the aforesaid building from the side and roof thereof.

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4. The free and uninterrupted passage of running water, soil, gas and electricity from and to the construction through sewers, drain and water courses, cables, pipes and wires which now are, or may at any time hereinafter be in under or passing through the building or any part thereof.

5. Right of passage for the PURCHASER and PURCHASER'S agents or workmen to the other part of the building at all reasonable times (on the notices) to where the water tanks are situated for the purposes of cleaning or repairing or maintaining the same.

6. Right of passage for the PURCHASER or by her agent or workmen to the other parts of the building at all times (on notices) to enter into and upon other parts of the building for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbances as possible and for making good any damages caused.

7. To lay cables or wires through common walls or passages for telephone installations, howsoever respecting the equal right of the others thereof.

8. The rights for the PURCHASER servants, workmen and other at all reasonable times (on notice) to enter into and upon other parts of the said building for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule II hereto or any part of the building giving subjection or literal support shelter or protection to the construction thereof.

9. Right to deal with or any of the acts aforesaid without notice in case of emergency.

10. Any dispute regarding any right of use of space, way of entry or use of common premises etc., shall be settled by the Association to be formed and pending formation of the Association by the PROMOTER on the basis of majority of the votes of the other Purchaser/s of the premises.

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