AGREEMENT FOR SALE OF FLAT

This Agreement is made on this .....th Day of December .2018 between.

M/s Yash Homes having its Registered Office at 185-B , P.S.- Sri Krishnapuri, Sahdeo Mahto mahto Marg, District- Patna through its authorized Partner Shree Dilip Kumar Thakur S/O Late Jagganath Thakur R/O at Flat no 302 Ankur Anand Apartment,Road no 04, Mahesh Nagar ,District Patna , Bihar ,800001,hereinafter referred to as the "DEVELOPERS" (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal

representatives successor/s in office and/or assigns) of the OTHER PART.

AND

MRS ..... W/O ..... R/O ..... , ... , DIST.....Pin no ....., Bihar hereinafter referred to as "Buyer' of the OTHER PART.

AND WHEREAS the Builder has entered into a Registered DEVELOPMENT AGREEMENT Vide Deed No.2092 in Book No.1, Serial no -2325, Vol. No.48 on pages from 97 to 113 in total 17 pages in C.D. No.08, Basika no 2413/2017 NIC BIHAR Dated 15-3 -2017 Registered at Registrar Office Patna with Landowners **(1) Miss Kamini Prasad D/O Late Bhuwneshwar Prasad (2) Miss Kavita Kumari D/O Late Bhuwneshwar Prasad both** Resident **of Plot no 210, Pataliputra Colony , P.S & P.O – Patliputra District-Patna. M/s Yash Homes h**aving its Registered Office at 185-B , P.S.-SriKrishnapuri, Sahdeo Mahto mahto Marg, District- Patna through its authorized Partner Shree Dilip Kumar Thakur S/O Late Jagganath Thakur R/O at Flat no 302 Ankur Anand Apartment , Road no 04, Mahesh Nagar ,District Patna , Bihar ,800001, for development of Land measuring an area of approx 7 Katha 06 Dhur 06 Dhurki equivalent to **9960 Sq.ft. equivalent to 22.869 Decimal more and less** Situated at, **Pataliputra Colony, Plot no 210 , P.S & P.O – Patliputra, Thana no-02, Mauja-Mainpura,District-Patna.** within the Jurisdiction of Registrar Patna sadar/ The Pataliputra Co-operative House Construction Society ltd and within the limit of Patna Municipal Corporatio/PRDA(Dissolved) / The Patliputra Co-Operative House Construction Society Ltd . framed a scheme for constructing a

Residential Complex ,as per plan case no 3037/P/N/NI/25-3-17 to be known as **"Prasad Villa ".**

AND WHEREAS, the Landowners came and remained in peaceful physical and exclusive possession over the land fully described in schedule No.1 at the foot of this deed and mutated their names in State Sarista and paying the Land Rent to the Government of Bihar through the Patliputra Housing and Society ..

AND WHEREAS, the Buyer has also inspected and/or otherwise satisfied himself about the building plans and is desirous of acquiring a Flat/Parking space in the said complex more fully described in the schedule "b" hereto upon the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In this agreement unless it be contrary or repugnant to the context.

1.1 "Developer" shall mean the builder above-named and its promoters as also its executors, successors and/or successors in interest, assigns representatives and nominee or nominees.

1.2 "Buyer" shall mean and include:

(A) If the Buyer be an individual then his/ her heirs, executors, administrators, legal representatives, successors or successors in interest, assigns.

(B) If Buyer be a Hindu Undivided Family, then its karta and members for the time being, their survivors and respective heirs, executors, administrators, legal representatives and assigns.

(C) In Case the Buyer be a Partnership Firm then its Partners for the time being their respective heirs and executors, administrators legal representatives and assigns, and in case buyer be a joint stock company, then its successor or successors – in-interest and assigns.

1.3 "Land" Shall mean the said land, as fully described in the schedule "A" of this Agreement.

1.4 "Complex" shall mean all Flats, Parking Spaces, etc, to be constructed on the said land and to be known as **"Prasad Villa "**

1.5 "Unit" shall mean any one flat or office or shop with Joint Ownership of its Floor , Roof and Walls as explained in the schedule "B" of this Agreement

and shall also include the Parking Space if the same has been acquired by the Buyer/s,

1.6 "Building" shall mean the Multi- Storied Building in which buyer has Purchased his Unit and/ or Units.

1.7 "The plans" shall mean the plans and designs of buildings to be constructed as **M/s Yash Homes** including any variations therein which may subsequently be made by the builder/and/or architect or architects.

1.8 "Parking space" shall mean the open or covered space reserved on the demised Land or in the building sufficient for parking of a car and/or scooter as described in the letter of allotment.

1.9 "Architect" shall mean any person or person or firm or company whom the builder may appoint from time to time as the architect for the said complex.

2. The Buyer agrees to acquire from the Developer the said Flat hereinafter jointly referred to as the said unit more fully described in the schedule "B" hereunder at or for a total consideration as mentioned in part- I of schedule "C" hereunder written and the Developer has agreed to transfer the same in favor of Buyer at the said Consideration.

3. THE said total consideration has been calculated on the basis of super- built up area as detailed in schedule 'b' and in part- 1 of the schedule "c' hereunder written.

3.1 IN case any sales tax, purchase tax, GST or 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 further agrees and undertakes to keep the Developer indemnified against any such claim or demand that may be made by any authority.

4. THE Buyer shall make timely payment of all amounts due under this agreement whether demanded or not by the Developer, in default of payment of any amount in time, buyer shall pay to the builder interest at the rate of 18% per annum it is specifically agreed that time for payment of the consideration amount as set out in part- II of the schedule "C" hereunder written , shall be the essence of this agreement.

5. On the buyer not clearing all his dues along with interest 18% 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 the buyer shall have no further right. title and interest over the said unit which shall be allotted to any other person, the Developer so agrees/desires and apart from interest at the rate

of 18% per annum on all delayed payments of the total consideration amount mentioned in part i of the schedule 'C' hereunder written, the Developer after making such appropriation shall refund the balance amount to the buyer within 120 days from the date of such termination. The developers shall hand over the building as per time written in development agreement .after default the developers shall pay interest 18% per annum (within 30 days) of received amount after certain time period .

6. Provided that the entire consideration amounts and deposits etc due by the buyer to the Developer under this agreement are paid to the Developer and the buyer performs all the terms and condition and stipulations contained herein to be performed and observed, the buyer shall be entitled to peacefully hold, posses and enjoy the said unit without any interruption by any person or persons lawfully or equitably claiming for under or entrust for the Developer, the buyer shall get the flat registered within 3 months of handing over the unit.

7. After occupation, the buyer shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the Developer, the buyer 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, interfere, hinder or keep and store any goods, furniture, etc., in common spaces entrance stair cases etc, nor shall use the same or the said unit for any illegal purpose or in the manner which may cause announce to the buyers of other units in the building or the complex.

8. The Buyer further agrees and undertakes that the buyer always be bound to sign all papers and documents and to do all other things as the Developer may require from the buyer from time to time in this behalf safeguarding the interest of the Developer and the Buyers of other units in the said Building and/or the said complex.

9. The Buyer shall carry out all internal repairs of his said unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and bye- laws of the municipal corporation and shall not do or allow to be done anything in or upon the said unit or the said building or the said complex which may be against the rules and bye- laws of the corporation, or any other local authorities and the buyer shall be responsible to municipal corporation, and /or any other local authorities for any thing done in connection with the said unit and/or the said building and/or the said complex and shall be liable for the consequences thereof, the buyer shall also always keep the Developer indemnified from all losses and payments which the Developer may hereto suffer or have to pay on the buyer's behalf at any time in future.

10. The Developer shall have the first charges and lien on the said unit to be acquired by the buyer in respect of any amount liable to be paid by the buyer

under the terms and conditions of this agreement and the Buyer shall not sublet , transfer, assign, sell, part with possession or in any way dispose off the said unit or his interest there in or there under without prior written consent of the Developer .

11. The Buyer shall have no right, title or interest of any nature whatsoever in the common area save for the purpose of ingress and agrees, right of easements common right of use and enjoyment.

11.1 All amounts paid and/or to be paid herein by the buyer to the Developer shall duly be paid and be deemed to be the payment towards the proportionate land value and construction costs of the said complex.

12. For the purpose of formation of the association of persons doth hereby nominates, constitutes and appoints the Builder as its true and lawful attorney to do all acts, deeds and things as may be necessary for the same and agrees to grant such other powers and/or authorities in favor of the Builder as may from time to time be required by the Builder.

13. The buyer covenants with the Developer and through him with the buyers of the other units that he/she shall not ever demolish or cause to be demolished any part of the said building or nay part or portion of the other buildings and shall not at any time make or cause to be made any construction of whatsoever nature in such complex or in the said building or any part there of the buyer further covenants that he/she shall not make any additions or alterations to the said unit, without the previous consent in writing of the Builder or the said association/s when so formed.

14. The buyer shall have no claim save and except the said unit hereby agreed to be acquired and detailed and explained in the schedule "B" hereunder given , it being agreed that all common spaces, parking spaces, lobbies, stair- cases, roof and/or terraces of all the building and unsold units etc, in the said complex shall be main the exclusive property of the Builder.

15. The Builder shall have the right to construct and raise stories or put up additional structures on such roof and /or the vacant land of the complex and such additional structure and/or construction shall be the sole and exclusive property of the Builder who shall be entitled to deal with or dispose of the same in such manner as the builder may deem expedient and the buyer shall not be entitled to raise or set up nor shall raise or create any obstruction of any nature whatsoever on such right of the builder nor the buyer shall claim any right, title and interest in such additional structures constructed or raised on such roof or vacant land in the said complex.

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16. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time by the Developer to the Buyer shall not be construed as a waiver on the part of the Developer of any breach or noncompliance of any of the terms and conditions of this Agreement by the Buyer nor shall the same in any manner prejudice or limit the rights of the Developer.

17. All letters receipts and/ or notice issued by the Developer and dispatched under certificate of posting to the above address or such address as may be intimated by the buyer shall be sufficient proof of receipt of the same by the Buyer on the 4th day from the date of dispatch.

18. That the Developer reserves the absolute right to escalate the cost of the said Flat if the cost of the input to the said project increase beyond a pre determined level, as per the standard escalation formula. The Purchasers agrees to pay the same to the Vendor.

19. That upon completion of the said Flat and on receiving a notice from the Vendor to take over the possession of the said Flat the Purchasers will settle accounts with the Vendor within a specified period of 15 days. The Purchasers undertake to do the same failing which the Vendor cannot be bound down to entertain the claim of the Purchasers made in these respects.

20. The Purchasers also undertakes to pay monthly mentioned charges after possession of said flat towards common expenses for lifts, common lights, watchman, liftman, sweepers and other employees and other expenses necessary .

21. In case the buyer has observed and has strictly followed all the terms and conditions of this agreement and gives a written notice to cancel this agreement, than in that event the Developer shall cancel this agreement and after deducting 10% of the total consideration amount of the said unit from the amount received from the buyer till that date, refund the balance amount to the buyer within 180 days from the date of such cancellation, however the buyer shall be entitled to exercise this option within a period of six months from the date of this agreement where after this clause shall automatically be deemed to have become inoperative and enforceable.

22.. That the external Developmental charges, Infrastructure Development Charges or any other charges as may be demanded by the Authorities will be charged additionally and shall be paid by the intending purchaser as and when demanded by the Company or as per the price list/payment plan given.

23.That the amount paid to the extent of 10% of the basic sale price shall constitute earnest money which will stand forfeited in case of delay in payment and/or breach of any of the terms & conditions of allotment.

24.That the intending allottees shall not be entitled to get the name of his or her nominee substituted in his/her place without the prior written approval of the Company.

25. IN CASE ANY DISPUTE OR DIFFERENCE ARISE :-

(A)Before the delivery of possession or on the date of possession between the Developer and the buyer relating to the interpretation of any of the terms and conditions of this agreement, then the same shall be referred to the arbitration, such arbitration shall take place in accordance with the provisions of the arbitration and conciliation act, 1996 as amended from time to time.

(B) After the delivery of possession or after the date of possession in matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the buyer and any employers of the Builder or any other buyer or buyers of other units, all such matters shall be referred for arbitration to the builder, or to the nominee or nominees of the builder, such arbitration shall take place in accordance with the Provisions of the Arbitration Act and shall be final and binding up on all.

26. Any liability arising out of amendment in stamp duty in Bihar finance act 2015 shall be borne by the Buyer/Purchaser.

27. The courts having original jurisdiction in the town of Patna alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

28. If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

THE SCHEDULE "A" ABOVE REFERRED TO

Description of land on which **"Prasad Villa "**complex stands :-

All that piece or parcel of Land measuring an area of approx 7 Katha 06 Dhur 06 Dhurki equivalent to **9960 Sq.ft. equivalent,** Situated at Mohalla-, **Pataliputra Colony, Plot no 210 , P.S & P.O – Patliputra, Thana no-02, Mauja-Mainpura,District-Patna.**, and bounded as follows:-

BOUNDARY OF LAND:-

NORTH :- Part Plot NO.16 & 17 allotted to Sri J.N Pandey & Sri R.S Pandey

SOUTH :- Society Road

EAST :- Plot No 209 allotted to Late Sri K.B Srivastava

WEST :- Plot NO .211 allotted to Sri V.N Ojha.

THE SECHEDULE "B" ABOVE REFERRED TO :

ALL THAT FLAT NO ..... on Third Floor measuring Super-Built –Up area ..... Sq.ft. alongwith Car Parking on Basement Floor of the Building known as "Prasad Villa " WHICH COMPRISES OF THE FOLLOWING:-

BOUNDARY OF FLAT No ..... on Third Floor:-

NORTH:- Flat no .....

SOUTH:- setback of the building and Society Road

EAST :- setback of the building and late K.B.Srivastava

WEST :- Flat no .....

(A) Carpet area comprised within the said unit, however, the roof of the said unit 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 shall as the roof of the unit or units below it and the roof and the floor of the said unit shall jointly belong to the buyer and the buyers of other units directly above and under the said unit.

(B) The walls and columns , if any, within and outside the said unit save the wall or walls separating the said unit from the other units from the other units on the same floor shall belong to the buyer and the said common wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the buyer and buyer or buyers of the other units or units.

(C) undivided proportionate share in the land and common space in the said building like staircase landings on all the floors . common electrical meter room, common passage and lobby on all floors etc. as well as water pump rooms, community hall, society office and all common service etc. in the said complex.

(D) Reserved car parking spaces (covered/open) .

PART -1 OF THE SCHEDULE "C" ABOVE REFERED TO

TOTAL CONSIDERATION FOR TRANSFER OF THE SAID UNIT SHALL BE **Rs-...../-(Rupees .....) only.**

PART -II OF THE SCHEDULE "C" ABOVE REFERED TO
PAYMENT SCHEDULE COST

ON ACCOUNT OF: **FLAT NO.- ..... on Third Floor.**

COST OF THE SAID UNIT : **Rs-...../-(Rupees .....) only.**

PAYMENT RECEIVED : .**Rs- ...../00 (Rupees ..... only)**

BALANCE AMOUNT:- **Rs- .....00 (Rupees .....only)**

PAYMENT PLAN

Installment Payment Plan	**%**
At the time of booking	2 lakh
On Completion of Basement floor Casting	15%
On Completion of ground floor Casting	15%
On Completion of 1st floor Casting	15%
On Completion of 2nd floor Casting	15%
On Completion of 3rd floor Casting	15%
At the time of brick work	15%
At the time of registration	10%

NOTE:-

(i) At the time of Delivery Rs.10/- sq.ft. will be charged as Legal Charges.

(ii) Registration & Documentation charge shall be borne by Purchaser.

(iii) Local cheques or draft to be issued in favour of **M/s Yash Homes.**

(iv) STANDARD SPECIFICATION as per Provisional Allottment Letter

Note:- All specification, sizes and layout etc. are subject to such variations, addition, alternations and modification as decided by the Promoter/Architects society or by competent Authority.

SIGNATURE OF VENDOR SIGNATURE OF PURCHASER

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBSCRIBED THEIR HANDS/ SEALS TO THESE PRESENTS IN THE PRESENCE OF WITNESS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:- 1 2

1.NAME : **1.NAME :**

ADDRESS : **ADDRESS :**