AGREEMENT FOR SALE OF FLAT

This Agreement is made on this **…. Day of …… MONTHS AND 2018 YEAR**

Between

M/s GLOBAL INFRATECH having its Office at 555B – Kasturba Path, Gandhi Nagar, North Srikrishnapuri, Boring Road; Patna through its Partner **Sri Vijay Jayant Singh S/o Late Kumar Digvijay Sinha** resident of 314 – Nehru Nagar, Patna P.S : Patliputra Colony, P.O: Patliputra District-Patna**,** hereinafter referred to as the **"DEVELOPER"** (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 **FIRST PART**. **PAN NO:- AAHFG7504L**, MOB NO:- 09308564400

AND

Smt. Chintamani Devi, W/o Sri Ram Tapeshwar R/o Village:- Rajpur, Post:- Neura, P.S:- Bihta, Dist:- Patna-801113 Bihar hereinafter referred to as "**BUYER'**, (which terms and expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, ;legal representatives, administrators, successors, in the office and assigns) of the **OTHER PART. PAN NO: -**

AND WHEREAS the **DEVELOPER** has entered into a Registered DEVELOPMENT AGREEMENT Vide Deed No.23875 in Book No.1, Vol. No.412 on pages from 159 to 174 in total 16 pages in C.D. No.63, Dated.23.09.2011 Registered at Registrar Office – Patna with Landowners **(1) Kumari Yamini (2) Kumari Tripti Kiran Both D/o Sri Ranjit Singh represented** by their constituted attorney Sri Ranjit Singh S/o Sri Kamala Singh vide registered power of attorney no. 3497 dated 11.07.2011 registered at District Sub registrar office at Patna. **(3) Sri Vishwajeet kumar S/o Sri Ranjit Singh, represented** through his father and his constituted attorney Sri Ranjit Singh S/o Sri Kamala Singh vide registered power of attorney no. USANC- 1523511 dated 05.07.2011 authenticated by S.S. Dhariwal, Assistant Consular Officer, Consulate General of India, Newyork - USA **(4) Sri Kumar Abhijit Singh (5) Sri Kumar Satyajit Both minors S/o Sri Suresh Bahadur Singh all** Resident of Vill. – Chhotaki Seraiya, P.S – Bansdih, District- Baliya, Uttar Pradesh **represented** by their constituted attorney Sri Ranjit Singh S/o Sri Kamala Singh vide registered power of attorney no. 3497 dated 11.07.2011 registered at District Sub registrar office at Patna and **M/s GLOBAL INFRATECH h**aving its Office at 555B – Kasturba Path, Gandhi Nagar, North Srikrishnapuri, Boring Road; Patna through its Partner **Sri Vijay Jayant Singh S/o Late Kumar Digvijay Sinha R/o , 314, Nehru Nagar P.S.- Patliputra, District- Patna,** for development of Land measuring an area of **29848.65 Sq. ft. more or less,** Situated at Mohalla-Vivek Vihar, Mauza -

Dhanaut, Revenue Thana-Phulwarisari, at present P.S. – Rupaspur, bearing Thana No.20, Tauzi no. 5832, Khata No.621,Survey Plot no.39, within the Jurisdiction of Sub – Registrar office Danapur and District Sub Registrar office Patna and framed a scheme for constructing a Residential Complex to be known as **"GLOBAL KIRAN CASCADE ".**

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 Circle Officer, Danapur within the limits of Nizamat Nagar Parishad Danapur Authority and within the Jurisdiction of District Registrar of Patna and Sub Registrar office Danapur.

AND WHEREAS, the above land owners have accepted that the Developer shall construct the multi storied building over the same in the name and style of **"GLOBAL KIRAN CASCADE"**

AND WHEREAS, the developer has decided to construct and sell Multi Storied Building in the aforesaid land in the name and style of **"GLOBAL KIRAN CASCADE"** at **Mohalla:- Vivek Vihar Colony, Mauja:- Dhanaut, Dist:- Patna** and whereas the developer got the plan prepared for construction of building which has been approved on dated 21.12.2011, vide plan case no:- NPD/Dhanaut(R)6-171/11 and new revised plan case no:- 47/17-18 dated:- 28.08.2017.

AND WHEREAS, according to the provision of Bihar Apartment Ownership Act 2006 vide section 5 (1) the Developer is entitled to sell/transfer his share as the absolute owner as the share of Developer and Land Owners has been decided, the Developer and Land Owner alone is entitled to sell their own respective decided share absolutely and the Developer has no concern with the same.

AND WHEREAS, The **BUYER** approach to the Developer purchase the **Flat No: - 104 On First Floor** fully described hereinabove in second schedule and on negotiation, the vendor agreed to sell and the **BUYER** agreed to purchase the said Flat No-106 on First Floor of the Building, known as **"GLOBAL KIRAN CASACADE"** with sole exclusive, Transferable and irrevocable rights to use the same. An Agreement for sale has already been made and the Vendor/Developer on receipt of the full Consideration towards this share has relinquished all his right, title and interest in **Flat No- 104 on First Floor** which has already been handed over to the **VENDEE** and has further requested to execute a Registered Deed of absolute Conveyance/ Sale in favour of the **BUYER**.

AND WHEREAS, there is no hitch left now in execution and registration of the Indenture of sale in respect of the **said Flat No: - 104 on First Floor** as the **BUYER** has agree to pay the entire Stamp Duty and other levies, taxes and expenses to be incurred.

NOW THIS THEREFORE THIS DEED OF ABSOLUTE SALE

WITNESS AS FOLLOWS: -

That in pursuance of the aforesaid agreement and in consideration for the said sum of **Rs…… (…….)** only which has already been paid to the Developer prior to execution of this Deed (the receipt of which the said Developer does hereby acknowledge) and in pursuance of the convent set forth hereinafter the Developer above named voluntarily of their own accord, in sound state of mind and body do hereby sell, convey and transfer free from all encumbrance and defects of title **ALL THAT PROPERTY** full detailed in the second Schedule as absolute owner and Third Schedule as common user mentioned at the foot of this deed **TO HAVE AND TO HOLD THE SAME** unto and to the use of the said Buyer

ABSOLUTELY AND FOREVER FOR THE rightful benefit of the said Buyer.

That whatsoever the said Developer has got in the property sold conveyed and transferred hereby, hence forth shall from the execution of this deed vests entirely, absolutely and forever in the Buyer, and the said Buyer have been put in possession of the property here by sold, conveyed and transferred to him/her/them with the description of the property conveyed and given in the Second and third Schedule described at the foot of this Sale Deed.

THAT THE BUYER WITNESSETH HEREUNDER AS FOLLOWS: -

That the Buyer is agreed to be a member of the society, if any framed jointly by the Developer/Buyer or the members of Apartments for the administration and maintenance of Apartment and its Common area and facilities of the said Apartment and further agrees to sign and execute all papers, documents and application, bye laws, rules and regulations as may be necessary or required for formation and/or registration of such society and further agrees to abide with the rules and the regulation and bye laws of such society/ maintenance committee to be framed by either Developer or by the members of the said Apartment.

That the Buyer has agreed to always keep the said Flat in good and habitable condition so as to support and protect the other parts of the said building. The Buyer shall regularly and punctually contribute and pay month to month and every month the proportionate share of the costs, expenses and outgoings including the maintenance and service charge and proportionate taxes, duties or taxes imposed by Govt. or as fixed by the society/ maintenance committee of said building from time to time. The Buyer shall keep all sewers, drains, pipes, passages, stairs, and main entrance of the said flat in good condition.

That the VENDEE paid to the Developer/Vendor a sum of **Rs……. (……)** only by way of Cheque out of Total agreed value of **Rs…… (…….)** only.

That the Buyer shall not at any time demolish, damage its space or any portion of the said apartment and also shall not make any addition and/or alteration of whatsoever nature to its space or any portion of the said project.

That Buyer and/or the **GLOBAL KIRAN CASCADE** owners Association shall not be entitled to change the name of the apartment and it will continue to known as **GLOBAL KIRAN CASCADE**, forever.

The Buyer shall pay to the Managing Committee the proportionate share of water taxes, maintenance charges and Municipal taxes and shall pay other taxes assessed on the whole building so long as each unit in the said building shall not separately assessed.

That the Buyer shall secure mutation of his/her/their names over the unit and respective undivided proportionate Land area in the office of the state of Bihar or in any such office or department, wherever it is so required, at his/her/their own cost and shall pay and deposit the proportionate rent whereof the valuation imposed or levied by the Authority concerned.

That the Developer do hereby stipulate, agree, covenant and assure the said Buyer that the property sold, conveyed and transferred hereby to him/her/them is free from all encumbrance and defects of title, and in case of this assurance of the Developer is found incorrect and the title to the property hereby sold, conveyed and transferred be found defective in any manner the Developer do hereby further stipulate and agree to save harmless and keep the Buyer indemnified against all losses damages, costs and expenses besides interest which the said Buyer may sustain by reason of any claim or demand being made by any who so ever he may be to the property sold, conveyed and transferred hereby.

That the Developer shall and will from time to time and at all times upon the request of the said Buyer execute all and such acts and deeds of things whatsoever in respect of the property hereby sold and transferred in favour of the said Buyer according to the true intent and meaning of those presents as shall or may be required at the costs of the Buyer.

That in case of demolishing of the said complex or unit hereby sold to the Buyer by any reason either by natural or any other circumstances the Buyer will have undivided proportionate share in land over which said GLOBAL KIRAN CASCADE has been constructed but however the Buyer shall not be entitled to claim for partition of the said common and undivided shares of land and the Buyer at no time shall demand partition of his/her/their interest in the said building, except his/her/their Flat, said land and said complex or any part thereof, since his/her/their interest in the said building said land and said complex is impartible.

That all cost of registration regarding Stamp Duty, Registration Fee and other misc. Fee has been borne by the Buyer and the Developer shall have no concern with the same and valuation of this property with respect to payment of Stamp Duty and Registration payable to the Registration Department and any other taxes which is levied and payable is only responsibility of Buyer and the Developer is not responsible for any type of impounding or penalty or demand made if so, in any case, in future in this regards.

That is agreed upon and specifically stated that whatsoever the words “DEVELOPER” and the word “BUYER” have herein been used shall give fullest meaning and widest scope of their heirs, successors, administrators or assigns.

FIRST SCHEDULE

Entire area of the apartment over which **"GLOBAL's KIRAN CASCADE"** has been constructed.

All that piece or parcel of Land measuring an area of **29848.65 Sq.ft. equivalent to 68.52 Decimal more or less,** Situated at Mohalla-Vivek Vihar, Thana Code-070, Mauza - Dhanaut, Revenue Thana-Danapur, at present P.S. – Rupaspur, bearing Thana No.20, Tauzi no. 5832, Khata No.621, Survey Plot no.39, and bounded as follows: -

BOUNDARY OF LAND: -

NORTH: - Survey irrigation channel (Pain) now Branch Road.

SOUTH: - Brijnandan Singh & Mishri Rai.

EAST : - Plot no.40 of Devnarayan Singh & others

WEST :-Plot No.36.

SECOND SECHEDULE

(Which will be exclusive property of the BUYER)

ALL that piece and parcel of residential Flat No:- 104 on First Floor having area being 950 Sq.Ft. of Super Built up area approximately in "GLOBAL's KIRAN CASCADE" along with reserved car parking space in Ground Floor of the Building and its Super Built-up area which shall be aggregate of proportionate share in common space in the building like staircase on all the floors, lifts, Landing and open duct on all the floors, lift wall and its plant installation room, Electrical room, common meter room, common passage on each floor and entire lobby, driveway, common parking and open space on the ground floor, genset room etc. as well as water pump, water tanks, Transformer and Electrical sub station room etc. Situated at Mohalla-Vivek Vihar, Thana Code-070, Mauza - Dhanaut, Revenue Thana-Danapur, at present P.S. – Rupaspur, bearing Thana No.20, Tauzi no. 5832, Khata No.621, Survey Plot no.39, and bounded as follows: -

BOUNDARY OF FLAT No 203 on Second Floor: -

NORTH: - Duct & Then Flat No:- 103

SOUTH: - Stair

EAST :- Open Space between Block-A & Block-B

WEST:- Corridor & Flat No-107

DETAIL VALUATION SCHEDULE OF "GLOBAL KIRAN CASCADE"

1.	Total Used Land Area of the Apartment: -	29848.65Sq.Ft.
2.	Total Super Built-Up Area of the Apartment: -	78640Sq.Ft.
3.	Total Super Built-Up Area of the Flat No-106: -	950Sq.Ft.
4.	Proportion Share in the Land: -	518.100Sq.Ft.
		Or 1.1893Dic.
5.	Cost of Flat: -	
6.	Cost of Land	
7.	Cost of Car Parking Space	

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THIS DEED OF ABSOLUTE SALE ON THE DAY, MONTH AND YEAR ABOVE FIRST WRITTEN IN PRESENCE WITNESS BELOW:-

WITNESSES: -

1. NAME: **SIGNED BY DEVELOPER**

ADDRESS:

2. NAME: **SIGNED BY BUYER**

ADDRESS: