AGREEMENT FOR SALE OF FLAT

This Agreement is made on this **28th Day of MARCH MONTHS 2018 YEAR**

BETWEEN.

M/s GLOBAL INFRATECH having its Office recently shifted at 555B – Kasturba Path, Gandhi Nagar, North Srikrishnapuri, Boring Road; Patna **from** L/F – 32, Srikrishnapuri, Boring Road; P.S.-SriKrishnapuri, District- 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**.

AND

…….. S/o …….. R/o …… **Bihar hereinafter** referred to as "Buyer' of the OTHER PART.

AND WHEREAS the Builder 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 their constituted attorney Sri Ranjit Singh S/o Sri Kamala Singh vide registered power of attorney no. USANC- 1523571 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 L/F-32, Sri Krishnapuri, Boring Road, P.S.-Sri Krishnapuri, District- 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 Buyer has also inspected and/or otherwise satisfied himself about the ownership of the land and 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 "Building" shall mean all Flats, Parking Spaces, etc, to be constructed on the said land and to be known as **"Global Kiran Cascade".** Building" shall also mean the Multi-Storied Building in which buyer has purchased his Unit and/ or Units

1.5 "Unit" shall mean any one flat 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 "The plans" shall mean the plans and designs of buildings to be constructed as **Global Kiran Cascade** including any variations therein which may subsequently be made by the developer and/or architect or architects.

1.7 "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.

1.8 “Architect” shall mean any person or person or firm or company whom the developer 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, but at the time of registration and for the purpose of registration the applicable law will be applied. The consideration is final and cannot be altered or changed.

3.1 It shall take about 12 (Twelve) months from the date of agreement with a grace period of 3 (Three) months to complete the construction of the said flat.

3.2 In case any Sales tax, Purchase tax, Service tax or any other government duty or tax (not being income-tax) is payable in relation to the said unit at present or in the future 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 or statutory bodies.

4. THE Buyer shall make timely payment of all amounts due under this agreement whether demanded or not by the Developer. Any 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. The Developer will deduct 5% (Five Percent) of the total cost of the flat appropriation as and shall refund the balance amount to the buyer within 120 days from the date of such termination.

6. Provided that the entire consideration amounts and deposits etc due to 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 60(Sixty) days 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 annoyance 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 for 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 aggress, 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 including all common facilities provided there in.

12. For the purpose of formation of the association of persons both hereby nominates, constitutes and appoints the developer 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 developer as may from time to time be required by the developer.

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 any 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 thereof. 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 developer 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 remain the exclusive property of the developer.

15. The developer 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 developer 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.

16. All costs, charges and expenses in connection with formation of said cooperative housing society/s or limited company/s or the association/s as the case may be as well

as the costs of the preparing executing and registering of the agreement. conveyance, transfer deeds and any other documents required to be executed by the Developer as also the professional costs of the attorneys of the developer for preparation and approving such documents and also the stamp duty applicable at the time of conveyance, shall be borne and paid proportionately by the buyer and that the Developer shall not be liable to contribute anything towards such expense, the expected proportionate share of such costs, charges and expenses, shall be payable in advance by the buyer immediately on demand being made by the Developer in this regard.

17. In case any security or deposit is demanded by the electricity authorities, municipal authorities or any other local authority for supply of electricity, water, gas or any other facility of utility or amenity, the buyer shall contribute proportionately towards such security or deposit as shall be determined by the Developer.

18. 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.

19. 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.

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

21. The buyer/s also undertakes to pay one-time maintenance deposit of Rs.25, 000/- (Rupees Twenty Five Thousand) only to the Developer towards common expenses for lifts, common lights, watchman, liftman, sweepers and other employees and other expenses necessary and incidental to the maintenance of the services until a committee of flat buyers takes over the administration of the building. The buyers undertake to pay to the Developer the deposit as required towards the above mentioned expenses,

the balance of which will be handed over to the Society of Flat buyers as and when it is formed.

22. 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, then in that event the Developer shall cancel this agreement and after deducting 5% 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.

23. 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 buyer as and when demanded by the Company or as per the price list/payment plan given.

24. 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.

25. That the intending buyer 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 developer.

26. <u>IN CASE ANY DISPUTE OR DIFFERENCE ARISE: -</u>

(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 developer or any other buyer or buyers of other units, all such matters shall be referred for arbitration to the developer, or to the nominee or nominees of the developer, such arbitration shall take place in accordance with the Provisions of the Arbitration Act and shall be final and binding on all.

27. Any liability arising out of amendment in stamp duty in Bihar finance act 2001 shall be borne by the Buyer.

28. 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.

29. This agreement supersedes all other Agreements and/or Agreements hereto before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.

30. 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.

31. That the Rent/Proceeds of the Hoardings/Advertisements on all sides of the external elevation and remunerations from installation of electronic or T.V./Telephone Towers on top roof of the building shall be payable exclusively to the Developer without any demand or objection from the buyer or association of the buyers.

THE SCHEDULE "A" ABOVE REFERRED TO

Description of land on which **"GLOBAL's KIRAN CASCADE** stands: -

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.

THE SECHEDULE "B" ABOVE REFERRED TO:

ALL THAT FLAT NO ….. On Third Floor Measuring Super-Built –Up area ……Sq. ft. having Built up area ……Sq.ft. (more or less) along with Car

Parking on Ground Floor of Block – A in the Building known as "GLOBAL's KIRAN CASCADE" WHICH COMPRISES OF THE FOLLOWING: -

BOUNDARY OF FLAT No …… on ……..: -

NORTH: - ……..

SOUTH: - ……..

EAST :- ……

WEST:- ……

(A) Carpet area comprised within the said unit (as defined in National Building Code), 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 shall be the roof of the unit or units below it. 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).

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 …… Floor** in Block-A

COST OF THE SAID UNIT: **Rs…….**

(…….) only.

COST OF Parking, Lift, Generator & Electrical Meter: **Rs…….**

(……..) only

TOTAL AMOUNT PAYABLE: **Rs…….. (Rupees**

……) only

PAYMENT RECEIVED AS BOOKING: **Rs…….**

(……..**)** only.

BALANCE AMOUNT- **Rs……**

(……..) only.

PAYMENT PLAN

The payee has concurred and agreed to pay the balance amount of **Rs……..** (……..) only.in following manner:-

1. **Rs…….(** …….) only to be paid on or before casting of First roof.
2. **Rs……** (……) only to be paid on or before casting of Second roof..

The PAYMENT of installment on time whether demanded or not is the ESSENCE of this Agreement

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 **GLOBAL INFRATECH.**

iv. STANDARD SPECIFICATIONS ARE AS HERE UNDER: -

1. DOOR & DOOR FRAME: -

- Flush door of good company in Sal wood frames painted with enamel paint over one coat primer.
- Waterproof door frame for Bathroom.

2. WINDOWS & WINDOWS FRAME: -

- Wood frame and/or steel frame with glass window or equivalent material.

3. ELECTRICAL: -

- Concealed PVC conduits with wire of suitable specification in the flat.
- Modern electric switches to be used inside the flat.
- Power plug for AC in all bedroom. One power plug (15 AMP) in each Bathroom, Kitchen and Dining room.
- Each flat shall be provided separate meter located at convenient location on extra cost as per BSEB rules.

4. SANITARY WARE & TOILET: -

- Provision for hot & cold water connection in all toilets.
- Tiles of good company will be used in bathroom walls up to door height level.
- White sanitary ware with matching PVC cistern will be provided in each bathroom.
- Commode in master bathroom & Indian pan in common bathroom will be provided.

5. **WALL FINISHING: -**

- All internal walls to be finished with good quality primer over POP.
- Building exterior to be finished with combination of good cem or equivalents as suggested by architecht.

6. FLOORING: -

- Good quality vitrified tiles flooring all over the flat except in bathroom.
- All flooring in staircase/common area to be finished with the combination of marble &/or Kota stone or equivalent.

7. KITCHEN: -

- Vitrified tiles flooring.
- Black granite on working counter.
- 2’ height painted glazed tiles will be used only over the working counter.
- 15 AMP power plug (one) Extra 5 AMP socket and water provision for water purifier.

8. TELEPHONE & TV CABLE: -

- One telephone point only shall be provided from a common junction to drawing room of each flat.
- One intercom connection will be provided in the flat.
- Cable point will be provided in the drawing room and master bedroom of the flat.

9. LIFT: -

- 6 Passenger lift will be installed.
- Parking space are available for flat owner on first come first serve basis.

10. GENERATOR: -

- 300 watt paid connection to every flat for emergency power supply.

11. SALIENT FEATURE: -

- Earthquake Resistance Design.
- Decorative Entrance Lobby.
- Standby silent Generator for common utilities and a Connection of 300 watts to each unit.
- EPBAX system for intercom and CCTV, for safety of each flat owner.
- 24 hrs. Water supply from own underground tube well.
- Premium finishing with decorative main door in flats.
- Approved under Bihar Municipal act 2007.

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

SIGNATURE OF DEVELOPER SIGNATURE OF BUYER

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.

SIGNED BY DEVELOPER
IN PRESENCE OF

SIGNED BY BUYER

WITNESSES: -

1. **NAME:**

   ADDRESS:

2. **NAME:**

ADDRESS: