AGREEMENT FOR SALE

THIS INDENTURE by way of Agreement for Slae is executed on this -------- day of November 2017 ,

B E T W E E N

M/S SURYA DEVELOPER & PLANNER PVT. LTD. Shiv Ganga Vihar Ambedkar Path , Bailey Road , Patna , PAN -- AANCS 4050Q represented through its Managing Director SRI RAMESH PRASAD , Mob. No. 9308702087 , son Late Jagat Narayan Singh , resident of Mohalla - Kisan Nagar , Anisabad Patna , hereinafter referred to as the VENDOR / BUILDER (which terms and expression shall unless it be repugnant to the context or meaning thereof mean and include its executors , representatives , partners , nominee or nominees , administrators , successors , in the office and assigns) of the FIRST PART.

A N D

……, …….., hereinafter referred to as the VENDEE / PURCHASER / BUYER (which terms and expressions shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs , executors , legal representatives , administrators , successors in the office and assigns) of the SECOND PART

WHEREAS , the aforesaid Vendor , the First Party , is Builder and its main object is to buy , sell , develop and deal in land and building including commercial and residential apartments and to carry on business of building contractors for all types of construction for its respective buyers.

AND WHEREAS , to achieve the above object the First Party entered into a Development Agreement on 13-02-2012 with Sri Jai Prakash Singh @ Pintu Kumar son of Sri Jitendra Singh , resident of Kothwan , P. S. and P.O. Khagaul , District Patna , presently residing at Priyadarshi Nagar , P.S. Rupaspur , P.O. - Danapur , District - Patna , hereinafter referred to the LAND OWNER , in respect for his piece and parcel of land situated at Mauja - Mustafapur , Revenue P.S. Danapur , present P.S. Khagaul , District Patna bearing it's Revenue Thana No. 36 , Khata No. 68 , Survey Plot No. 875 (Part) measuring 37.66 Dec. morefully described in Schedule I of this Agreement , which has been registered at Office of Sub Registrar Danapur , bearing it's Book No. I , Vol. No.20 , Page No. 582 to 600 , Deed No. 1203 , CD 04 of 2012.

AND WHEREAS , the First Party builder again entered into a Development Agreement on 13-02-2012 with Sri Vikash Kumar son of Sri Jitendra Singh , resident of Kothwan , P. S. and P.O. Khagaul, District Patna , presently residing at Priyadarshi Nagar , P.S. Rupaspur , P.O. - Danapur , District - Patna , hereinafter referred to the LAND OWNER, in respect for his piece and parcel of land situated at Mauja - Mustafapur , Revenue P.S. Danapur , present P.S. Khagaul , District Patna bearing it's Revenue Thana No. 36 , Khata No. 68 , Survey Plot No. 875 (Part) measuring 37.66 Dec. morefully described in Schedule I of this Agreement , which has been registered at Office of Sub Registrar Danapur , bearing it's Book No. I, Vol. No.21 , Page No. 01 to 19 , Deed No. 1204 , CD 04 of 2012.

AND WHEREAS , the Builder in terms and conditions of above Development Agreements has decided to construct a Multi Storied Building in the aforesaid land in the name and style of SURYA SHAYAM VIHAR , Block - B at Mustafapur , near R.P.S. Engineering College , Danapur , Patna and whereas the First Party got the plan prepared for building construction on the said land which has been approved by Nagar Parishad Danapur under plan Case No. 17/15-16 dated 11-02-2016.

AND WHEREAS , the buyer has decided to acquire a flat and parking space in the said building morefully described in Schedule II hereto on the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1- The Builder shall construct the building known as SURYA SHAYAM VIHAR , Block - B , over the said land.

2- The buyer has agreed to acquire from the Builder the said residential unit as described in the schedule II and as per specifications and amenities like Lift , Generator , Intercommunication etc. fully mentioned in Schedule III at the foot of this Deed for a total consideration mentioned in schedule -IV hereunder written and the Builder has agreed to transfer the same in favour of the buyer at the said consideration.

3- The said total consideration has been calculated on the basis of super built up area / Carpet Area (as per Rule of RERA) as detailed in the Schedule -II hereunder written. In case

any difference found in area at the time of taking measurement after completion of the building the consideration amount shall be adjusted accordingly. The certificate of the Architect shall be final and binding on both buyer and builder.

4- The said total consideration shall be paid by the buyer to the Builder in the manner set out in Schedule- V hereinafter written. It is also agreed that all such payments shall always be made by crossed A/C payee cheques or pay orders or Bank Draft/RTGS/NEFT/ Bank Transfer on any Bank in Patna in favour of the firm.

5- In case any tax , purchase tax , Service Tax , GST or any other Govt. duty or tax (not being income tax) is payable in relation to the said unit or the said building , the same shall be on the account of the buyer / or the buyers of other units as the case may be and the buyer further agrees and undertakes to keep the Builder indemnified against any such proportionate claim or demand failing on said unit and that may be made by any authority.

6- The buyer shall make timely payment of all amounts under the agreement whether demanded or not by the Builder . In case of default of payment of any amount in time the buyer shall pay to the Builder interest at the rate of 18% per annum compounded every month on all the amounts which becomes due and payable by the buyer to the Builder under the terms of this agreement calculated from the date of the said amount become payable. That payment of interest shall not prevent cancellation of this agreement by the buyer to the firm on due date. It is specially agreed that time for payment of the consideration amount by the buyer to the Builder set out in schedule -V hereunder written shall be the essence of the agreement.

7- If the Buyer not clearing all his / her dues along with interest @ 18% per annum within 30 days from the date of the said amount become payable and / or on the buyer committing breach of any the terms and conditions herein contained , the Builder shall be entitled at its own option to cancel and terminate this agreement in which event all right , title and interest of the buyer over the said unit shall be extinguished and the Builder shall have further right, title and interest over the said unit to sell the same to any other person. The Builder shall refund the balance amount to the buyer within 180 days from the date of such termination.

8- After payment of entire consideration amount and deposits etc. due by the buyer are paid to the Builder and buyer performs all the terms and conditions and stipulations contained herein to be performed and observed the buyer shall be entitled to peacefully hold , possesses and enjoy the said unit without any interruptions by any person or persons lawfully or equitably claiming for under or in trust of the builder.

9- After occupation the buyer shall not use the said unit for any purpose other than for a which the said unit is being acquired by him / her except with prior written permission of the Builder . The buyer shall keep the common area and the compound of the said building in neat and clean condition and shall neither occupy interfere hinder or keep goods , furniture etc. in common space or in the manner which may cause annoyance to the buyer of other unit of the said building.

10- From the date of possession the buyer agrees and undertakes to pay regularity and punctually whether demanded or not at all times the proportionate share of Municipal Rent and Taxes on the basis of the Municipal Assessment of the outgoing charges calculated on actual amount in respect of the said unit including all taxes , dues , duties , imposition , outgoing , water charges , common utilities , maintenance charges including running charges , repairs , salaries of employees , (chowikidar , sweepers , collector etc.)

(i) Until such time the conveyance of the entire building is executed as hereinafter stated the buyer irrevocably agrees to abide by all the justified rules and regulations framed or to be framed at any time and from time to time by the Builder and generally do all and every acts related to the building and the buyer of other unit in the said building.

11- After occupation of the Unit , by buyer the buyer shall carry out all internal repairs of the said unit agreed to be acquired by him / her at his /her cost and maintain it in good condition , safe order and shall observe all the rules and bye-laws of the society of the building when formed and registered.

12- The Builder covenants with the buyer that the construction of the said building shall be completed up to February 2020 with a grace period of one year , 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 instalments of the consideration amount from buyers of other unit and / or delay due to force major. Save as provided herein if the builder is not be able to give possession of the said unit to the buyer on the above accounts or on the account of any

reasonable cause. The buyer shall be entitled to receive back the entire money paid by him / her / them to the builder towards consideration of said unit together with interest there on calculated at the rate of interest realized by the Bank against its loan given to any one including the builder for construction of building from the date of such payment or payments un till the date of repayment by the builder.

13- The buyer covenants with the firm and through them with the buyers of other unit of the building that he / she shall not ever demolish or cause to be demolished any part or portions of the building nor shall be at any time make or cause to be made by any part thereof. The buyer further covenants that he / she shall not make any addition or alteration to the said unit without the previous consent in writing of the said association of the building when formed.

14- That the buyer shall not claim except in respect of the said unit hereby agreed to be acquired and detailed and explained in the schedule II hereunder. It is being agreed that all common spaces , lobbies , open spaces etc. shall be enjoyed jointly . The unsold unit and parking space of the said complex shall remain the exclusive property of the builder. The buyer further agreed not to display sign board in open space without the written consent of the Builder .

15- All costs and expenses in connection with formation of the said Co-operative Housing Society or Association shall be borne and paid proportionately by the buyer and the Builder shall not be liable to contribute anything towards such expenses.

16- In case any security or deposit is demanded by Electricity Board/ Municipal authorities or any other legal authority for supply for electricity , water , telephone intercom , gas or any other facilities or utility , the buyer shall contribute proportionately as shall be determined by the builder / society of the buildings.

17- All letters , receipts and / or notices issued by the Builder and despatched under certificate of posting /E-mail/SMS/WhatsApp to the address given by the purchaser or such other addresses as may be intimated by the buyer shall be sufficient proof of same by buyer on the 4th. Day from the date of dispatch.

18- The buyer hereby agrees and undertakes to furnish sign and verified all papers and documents as and when required by the Builder for assisting the buyer in obtaining loans from Banks or Financial Institutions . The buyer further agreed and hereby irrecoverably authorize the Builder to receive all loans amount as and when received towards existing and / of further instalments payments by the buyer as detailed and set out in the schedule V hereunder written.

19. The buyers member shall have undivided proportionate share in land over which the entire apartment is to be constructed in case of demolishing of Building due by any unnatural accident of the building.

20- That after payment full and final consideration amount the parties will execute a Deed of Absolute Sale and the First Party shall not deliver the physical possession of the flat to the second party unless Deed of Absolute sale is executed between the parties.

21- The roof of the said Flat be used both as the roof of the said Flat as well as the floor of the said unit or units above the roof and floor of the said apartment shall jointly belong to the buyer of the Flat directly above and under the said Flat and the floor of the said flat shall be used both as the floor of the said flat as well as roof of the flat / unit below it.

22- That the walls and columns if any within and outside of the said Flat have the wall separating the said unit from the other flat on the same floor shall belong jointly to the member buyer and the said common wall separating the unit from other unit on the same floor shall jointly belong to the buyer of other such unit and in which case 50% of common wall shall be taken into account.

23- That the PURCHASER is advised to get repair of any defects appearing in wood work, toilet, C.P. fittings & fixtures, electrical items, any hair crack before taking the possession or registration , which ever is earlier , of the purchased unit. Once after registration of the purchased unit is taken, no claim/ repair work will be done by the company since no guarantee is being provided by the manufactures towards wood, electrical, sanitary paint items etc, so it is not possible to provide any such guarantee for any period.

24- That the firm shall have the right to construct and raise storyes , if sanctioned by the authority concerned or put up a additional structure on such roof and / or the vacant land / or additional to be acquired during the construction of the complex and such additional structure shall be entitled to deal with or dispose of in such manner as the builder may think proper , but however the builder shall not shall raise or create any obstruction or hindrances of any nature whatsoever on such right of the buyer , nor the buyer shall claim any right and interest in such additional structure constructed or raised on such roof or vacant land in the said complex.

15- (a) That in case any dispute or differences arises the same shall be referred to Arbitration under Arbitration Act. 1940.

(b) The Court having original jurisdiction in the town of Patna alone shall have the Jurisdiction in all matters relating to or arising out of this Agreement.

SCHEDULE - I above referred to:-

(Entire Area of the apartment over which SURYA SHAYAM VIHAR, Block - B has to be constructed)

All that piece and parcel of land measuring an area 75.32 Dec. situated at Mauja Mustafapur , Near R.P.S. Engineering College , Pargana - Phulwari, Survey Thana and Sub Registry - Danapur , Present P.S. Khagaul , Sadar Registry and District Patna , comprised within the Jurisdiction of Nagar Parishad Danapur , bearing its Revenue Thana No. 36 , KHATA No. 68 , SURVEY PLOT No. 875 (Part) and the same is bounded as follows:-

B O U N D A R Y

NORTH:-	Survey Plot No. 870 Sri Gyanendra Prasad Singh
SOUTH:-	Part Plot No. 875 Surya Shyam Vihar , Block -A
EAST:-	Branch Road
WEST:-	Survey Plot No. 871 Sri Bhimsen Singh

SCHEDULE - II

(Which will be the exclusive property of the purchaser)

All that piece and parcel of residential Flat on Fifth Floor , in SURYA SHAYAM VIHAR , bearing Flat No. …, Block -B measuring super built up area …. Sq.Ft. equal to an area measuring ….. Sq.Ft. Carpet Area (according to Rule of RERA) along with car parking space of one midium size car on Ground Floor of the Building . Super built - up - area , which shall be aggregate of proportionate share in common space in the building like staircase on all the floors , lift - 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 entrance lobby , driveway , common parking and open space on the ground floor , Genset room etc. as well as water pump , water tanks , electrical sub station room etc. situated at Mauja Mustafapur , Near R.P.S. Engineering College , Pargana - Phulwari , Survey Thana and Sub Registry - Danapur , Present P.S. Khagaul , Sadar Registry and District Patna , comprised within the Jurisdiction of Nagar Parishad Danapur , bearing its Revenue Thana No. 36 , KHATA No. 68 , SURVEY PLOT No. 875 (Part) and the same is bounded as follows:-

B O U N D A R Y

NORTH:- …….

SOUTH:- ……

EAST:- …….

WEST:- ……

SCHEDULE -III

(SPECIFICATION)

1-Foundation	:	RCC under reamed pile as per R.C.C.Structural design.
2-Structure	:	RCC framed Structure as per design.
3-Brick Work	:	No. 1 (One) Brick work in the Cement
4-Plaster	:	1/ 2" plaster in cement mortar 1:6 on bricks and 1:4 R.C.C. surface.
5-Flooring	:	Vitrified Tiles in all flat area.

6-Doors	:	Hard wood Chaukhat with Flush door.
7-Window	:	Hard Wood /Alumunium frame with glass and Grill.
8-Toilets	:	(a) Antiskid Flooring , Shower and Tap of good quality. (b) Glazed tiles upto 7' - 00" height . (c) White Ceramic wash basin , W.C. (I.W.C.) in common toilets. and E.W.C. in master bed room. (d) Concealed P.P.R. pipe with hot and cold arrangements in all toilets.
9-Kitchen	:	Working platform of Granite top with Steel Sink , Glazed Tiles upto 2' 00" height from working platform.
10. Wash Basin	:	Wash basin with plumbing connection to be provided in the master bed room toilet and dining space only. Plumbing connection to be provide in the other toilet.
11. Lift and Genrator	:	Lift and Generator for common use.

SCHEDULE -IV

Total cost of Flat, Car Parking Space , Proportionate Share in Land, and other amenities. : Rs. ……./- Rupees

GST and any other Govt. Duty or Taxes , if any , will be payable by purchaser.

SCHEDULE -V

Amount paid by buyer till the execution of this Deed. : Rs. ……../- Rupees ……..

Balance Payment will be paid to the Vendor by the purchaser in following manners.

IN WITNESSES WHEREOF the parties hereto have executed and delivered these present on the day , month and year as first above written in the presence of witnesses below:-

WITNESSES SIGNATURE OF FIRST PARTY

1-

SIGNATURE OF SECOND PARTY

2-

DRAFTED BY ME:-