AREEMENT FOR SALE

THIS AGREEMENT made at Jehanabad this _____ between Omkara Engicon Private Limited, through it's Director _____hereinafter referred to as the Vendor of the ONE PART and _____ _____ hereinafter referred to as the Purchaser of the OTHER PART.

WHEREAS the Vendor is absolutely sized and possessed of the land bearing Plot of _____ of land bearing Khata No _____ Khesra No./Plot No. _____and hereinafter referred to as the said land and more particularly described in the Schedule 1 hereunder written;

AND WHEREAS the Vendor started the development of the said project namely _____ in the said land and for that purpose obtained permission of the Competent Authority.

AND WHEREAS the Vendor has obtained the Building plans approved by the _____.

AND WHEREAS the Vendor has started the construction of the buildings as per the building plans approved by the _____.

AND WHEREAS out of _____the Vendor has agreed to sell _____ _____In the said apartment on the third floor is being constructed and having the specifications mentioned in the Schedule I hereunder subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Purchaser has inspected the documents relating to the land, the order of the Competent Authority, site plans approved by _____ and is satisfied about the Vendor's title to the said property and the site plans of the proposed buildings;

AND WHEREAS the title of the Vendor to the said property has been certified to be clear, marketable and free from encumbrances.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the _____ in the Apartment hereinafter referred to as the said Apartment on the following terms and conditions.

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

(1) The Vendor shall construct the said building on the said plot of land, more particularly described in the Schedule 1, in accordance with the plans, designs and specifications approved by the _____ and which have been seen and approved by the Purchaser and kept by the Vendor at their site as well as registered office.

(2) The Vendor agrees to sell and the Purchaser agrees to purchase the _____ _____ Constructed Area admeasuring _____ as delineated on the plan thereof hereto annexed and marked Annexure I.

Delivery of the flats by the Vendor to the purchaser on or before _____.

the amounts payable under these presents are not paid within the time stipulated, the Purchaser will be liable to pay interest at the rate of _____% per annum from the due date of payment to the date of payment or if that the delivery of the flats are not delivered on due time by the vendor then vendor is also liable to pay interest @ _____% on the deposit amount.

(3) The Vendor shall deliver the possession of the apartment to the Purchaser on or before _____. The purchaser shall take possession of the apartment within one week of) a receipt of the notice of the Vendor to the Purchaser that the said apartment is ready for use and occupation and that the completion certificate and occupation certificate has been obtained from the prescribed authority ;

Provided that the Vendor shall be entitled to reasonable extension time for delivery of possession of the Apartment on the aforesaid date, if the completion of the said building is delayed on account of non- availability of steel, cement, other building material, water or electric supply or on account of war, civil commotion or act of God or any notice, order, rule, notification of the Government, _____ Municipal Corporation and/or other public or competent authority or on account of non-issue of building completion or occupation certificate – water or electricity connection or on account of any order of any Court affecting the construction work of the building. The Vendor will deliver the possession of the apartment to the Purchaser only if the Purchaser has paid all the amounts payable by him under this Agreement to the Vendor and if he has duly observed and performed all obligations and stipulations contained in this Agreement and on his part to be observed and performed.

(4) The Purchaser hereby declares and undertakes that he shall have no claim, save and except in respect of the said Apartment hereby agreed to be purchased by him and the Vendor shall continue to be entitled to the property in all the structures on the said land, open spaces, parking places, lobbies, staircases, lifts, terrace, etc., until all the apartments are transferred to the purchasers and the Declaration of Deeds of Apartment is executed and the condominium is formed as provided in the Bihar Apartment Ownership Act.

(5) During the period of construction the vendor shall be liable to pay to the competent authority on account of rates, taxes, assessments, dues, duties and impositions of any kind or nature whatsoever in respect of the said land or the building constructed thereon or any part thereof payable to the Government of Bihar, _____ Municipal Corporation or any other authority and wages of watchmen, sweepers, mali, and other expenses of common benefit. After the Purchaser takes the possession of the Apartment, he shall be liable to contribute proportionate share for common expenses as aforementioned, as decided by the Association of the Apartment Owners from time to time.

(6) The Vendor agrees that he shall comply with the provisions of the law relating to ownership of flats applicable in the state of Bihar.

(7) The Vendor shall convey and assign all rights, title and interest in each apartment to each purchaser after the completion of building and on receipt of all payments, price, deposits payable by the Purchasers to the Vendor in respect of all apartments/car parking spaces and other premises in the said building.

(8) The Purchaser shall be liable to pay expenses on account of stamp duty and registration charges in respect of the Deed of Flats.

(9) He shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein. The Purchaser shall also observe and perform all the stipulations and conditions lay down by the Association of Apartment Owners regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, assessments, dues, duties and impositions, expenses or other outgoings in accordance with the terms of this Agreement.

(10) The Vendor hereby covenants with the Purchaser as under:-

(a) Subject to the Purchaser paying all sums payable to the Vendor under this Agreement and performing and observing the terms and conditions of this Agreement, the Purchaser shall be entitled to peaceably hold and enjoy the Apartment without any interference or obstruction by the Vendor on any person claiming under or in trust for the Vendor.

(b) The Vendor shall pay all outgoings, including ground rent, taxes, assessments, dues, duties, impositions and outgoings up to the date of delivery of the possession to the flat owners and transfer of the building is complete.

(11) The Deed of Apartment shall be made and executed by the Vendor, and other persons having any right or interest in the said property.

(12) This Agreement shall not be construed as a grant, demise or assignment in law of the said apartment or of the said land and building or any part thereof.

(13) The Purchaser shall execute a Deed of Declaration in the prescribed form along with or prior to the execution of Deed of Apartment to the effect that he submits his apartment to the provisions of the Bihar Apartment Ownership Act.

(14) The Sale of the said Apartment shall be subject to the provisions of Bihar Apartment Ownership Act and rules made there under.

(15) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served to the Purchaser by Registered Post A.D. at his address specified below:

Viz

_____

_____.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day and year first hereinabove mentioned.

Signed and delivered by the within named Vendor

Signed and delivered by the within named Purchaser

WITNESSES;

1.

2.

SCHEDULE " I" Description of Land

This right title and interest with possession of the immovable property measuring an area of _____, Dist.- _____, Khata No. _____, Khasra/Plot No. _____ bounded as follows:

North : _____

South : _____

East: _____

West : _____

ANNEXURE" I" Description of Flat

Out of _____flats in the said apartment one flat is bearing Flat No. _____ is being allotted to the purchaser.

Carpet Area: _____
Super Built up Area- _____
Cost of Land: _____
Cost of Lift _____
Cost of Parking: _____
Cost of Construction: _____
Total: _____

Agreement Amount: _____

Bounded as follows:
North : _____

South : _____

East: _____

West : _____

FINISHING SECIFICATIONS

Sign of Vendor

Sign of Purchaser