AGREEMENT FOR SALE

This agreement for sale of flat, along with fittings, is made on …at.. Bada Bariyarpur,Motihari

BY & BETWEEN

M/S SASU ENGICON PVT LTD A having office Situated at MAA JAGDAMBA COMPLEX, BALUA TAL, MOTIHARI Motihari- 845401, East Champaran P.o. & P.s.: Motihari, District . East champaran,

Represented by its 'Director' Mr. manish kumar soni/Deepak kumar singh/vikas kumar, Registered Office Address Maa jagdamba complex, baluatal, Motihari-845401 East Champaran hereinafter referred to as FIRST PARTY/ BUILDER under their project 'Ram khelawan Vatika of the one part;

AND

Mr/Mrs…….. AT+PO-……...Hereinafter referred to as the SECOND PARTY/PURCHASER of the OTHER PART.Mobile no-.

WHEREAS the 1st party M/S SASU ENGICON PVT. LTD. a promoter and Developer company , has Development Agreement land for construction and development , through registered Deed No - 6771 Dated 11-07-2017 with land owner , for construction of residential units, on land mentioned in schedule below, provide all common services for the interest of the buyers and sell them on 'Ownership Basis' in the project namely "Ram khelawan Vatika" Situated at Mohala- Bada Bariyarpur, thana no. -196, khata no.- 421, khesra no. – 357, jamabandi no.- 1113/ 909, rakba 0-02-01,(two kathha one dhur) Motihari, Dist-East champaran, Which is more particularly described in the schedule' A' below.

AND WHEREAS as per terms of this Agreement, the Its Party shall prepare building plans and shall submit the same before the authorities of Mutation Map Approval Department and shall accordingly proceed towards construction of the unit and shall make all

AND WHEREAS as per terms this agreement , the 1st party shall prepare Building Plans and shall submit the same before the authorities of map approval department and shall accordingly proceed towards construction of the unit and take all possible steps for the approval of the building plan and shall make access road within the said campus namely "Ram khelawan Vatika" with drainage, sewerage, and shall provide necessary services to the proposed Flat owner and may charge maintenance as decided thereon.

AND WHEREAS the 1st party advertised for the construction of the proposed building on the said plot of land, to be constructed at the cost of the proposed flat owners, on payment terms of this agreement.

AND WHEREAS the parties have agreed to execute an agreement to avoid future misunderstanding between parties, including their respective heirs and successors.

NOW THIS DEED OF AGREEMENT INCLUDING ALL ITS TERMS AND CONDITIONS MENTIONED HEREUNDER:

1. **The 2nd party including all other proposed flat owners unanimously appointed the first party as their promoter and developer for the proposed building, to be constructed there on.**
2. **(i) That the 1st party shall construct the flats, mentioned in the schedule below at the cost of Rs …… (in words) including four wheeler car parking.and GST 12% Extra the construction cost shall be paid by the 2nd party to the 1st party as per the payment schedule and in the manner stated here in below .**
   (ii) That the 2nd party has paid on amount of RS…… (in words).. as an advance and the 1stparties admit the receipt of the same.
   (iii) That the price of the flat is based on the prevailing market rate of the building materials,labors and other inputs.
3. **That the allotment of the flats or plot shall be subject to acceptance and confirmation in writing by the 1st party only after completing 10% of the cost of unit and services. Mereapplication with deposit of booking registration and/or earnest money shall not entitle the application / 2nd party to allotment of the property.**
4. **That the choice of the property shall on first come first services basis, the allotment made by the 1st party shall be building on the allotted member/2nd party.**
5. **That the building shall be constructed in accordance with the plans and design sanctioned prescribed in the schedule hereunder. If on any reason , any changes are required to be mad by the order of the sanctioning authorities or by the architect or building /1st party resulting in increase or reduction of the property, then no claim monitory or otherwise , will be raised or accepted , except the rare per square feet will be applicable on such change in area.**
6. **That the 1st party /Builder shall complete the construction of such flat so booked within 2 Year (approx.) from the date of agreement subject to availability of raw materials like cement , steel , bricks, stone etc. The 1st party shall be liable for delay due to unavoidable circumstance, including the act of god or natural calamities .If there in any loss or damage during the construction period due to natural calamities.**
7. **That the Flat owner shall pay the promoter the cost of construction cost, totaling a sum of Rs…….. (in words) .and GST 12% Extra, which is agreed construction cost amount between the parties.**
8. **That the time of payment of installment is the essence of this agreement. It shall be incumbent on the intending allot tee/2ndparty to comply with the terms of payment and the terms and conditions of sale. In case the 2nd party fails to pay the installment in time to the 1stparty, on that event the 1st party shall be at liberty to extend the completion schedule and terminate or cancel the agreement and the 2ndparty has to pay interest @18% p.a on that event.**

9. **That under no circumstances the proposed flat shall be delivered to the 2nd party, unless all the payment is paid or required to be paid under this agreement.**
10. **That the 2nd party shall pay the extra charges for any addition, alteration, design etc. in advance.**
11. **That on receipt of full payment , the 1st party shall handover the proposed flat to the 2nd party/buyer for their occupation and after delivery of flats, the 1st party /Builder shall handover the maintenance to their constructed body, which shall do the maintenance work of the flats, by collecting reasonable maintenance charges per month from the flat owners.**
12. **That the 1st party shall use all standard materials, fittings etc. as per specifications of construction of the proposed building.**
13. **That the 2nd party shall not demolish or cause to be demolished the said flat or any part thereof nor shall make any alteration or modification in such a manner so as to damage or injury to the neighboring flat and shall not change the basic construction of the flats and buildings.**
14. **That second party shall use the premises for his residential /office purpose but shall not convert the flat into an industrial unit or animal husbandry.**
15. **That the 2nd party has entered into this contract agreement along with 1st party with full knowledge and subject to all laws, notifications and rules of the authorities, as are enforced and applicable to this jurisdiction with amendment from time to time.**
16. **That this agreement shall always be subject to the provision of law and act of any modification, amendment or re-enactment thereof, for the time being in force.**
17. **That the flat owner shall have right to inspection or verify the construction during the period of construction provided with the full knowledge or consent of the 1st party , without knowledge or permission it treated as illegal offence.**
18. **Incase if bank loan is not allotted to the customer then the customer should pay the amount by its own side, or the unit may be called for cancelation.**
19. **If the loan amount is not dispersed by bank on scheduled time then late fee charges(18 % per annum) would be levied on customer.**
20. **That the individual owner shall not put any cable connection point and telephone connection point on the vacant roof, but the 1st party shall provide and install separate cable and telephone network socket, an electrical meter connection for the individual flat owner on extra payment.**
21. **At the time of agreement/ booking customer can check all requirement after that no other requirement cannot be taken case.**
22. **Misbehavior with any staff is treated as illegal offer and in that case company can take legal action or charge penalty.**
23. **Delay of payment can't be acceptable at all other wise penalty will be paid on time.**

SCHEDULE 'A'

(Above referred to)

In District East Champaran, " Ram khelawan Vatika" Situated at Mohala- Bada Bariyarpur, thana no. -196, khata no.- 421, khesra no. – 357, jamabandi no.- 1113/ 909, rakba 0-02-01,(two kathha one dhur) dismal 13.53 - : Motihari, Dist-East champaran of vit homestead land, which is bounded by:

North : Haribansh singh **South : nij**

East : Road **West : nij/ Ramadhar singh/ashok singh**

SCHEDULE 'B'

(Description of the proposed flat)

A Residential flat, having super built-up area measuring ….. sq.ft(dismal-….), shall be the same of little more or less, on the 2nd floor. to be constructed, out of the plot described on the schedule 'A' above, together with all common services and specifications as stated herein.

SCHEDULE 'C' Annexure- II

(Model Details)

Name : Ram Khelawan Vatika **Unit No : ……..**

Model : 2BHK/3BHK **Grade : Economy**

And here by flat is bounded by

North - **South -**

East - **West -**

PAYMENT SCHEDULE: Enclosed separate sheet.

PAYMENT SCHEDULED

Booking Amount Rs/-…….

Foundation Casting - Rs/-……..

Ground floor casting - Rs/- …….

1st floor casting Rs/-……

2nd floor casting Rs/-…….

3rd floor casting Rs/-…….

4th floor casting Rs/-…….

Finishing Rs/-…….

IN WITNESS WHEREOF both the party has hereunto put their respective signature in this agreement voluntarily having understanding its contents, at Motihari, on this date that first above mentioned, in presence of following witnesses.

WITNESSES:

1.

SIGN. OF FIRST PARTY/BUILDER

2. **SIGN. OF SECOND PARTY/ BUYER**