Ref. .....

AGREEMENT FOR SALE

THIS INDENTURE executed on ..... 2018 (.....) at Patna.

BETWEEN

M/S TRIBHUWAN DEVELOPERS & CONSTRUCTION PVT LTD., a limited company incorporated under the "Companies Act 1956",Bearing registration No.- **U45200BR1997PTC007874** and having its registered office at Rajendra Nagar, Road No.1, Patna(Bihar) through its Director **Sri Mithilesh Kumar** S/o Late Ramjee Prasad, resident of East Patel Nagar, Road No.8, Patna (Bihar) (hereinafter called the "**BUILDER**") of the **ONE PART**,.

AND

....., hereinafter called the **"PURCHASERS"** of the **OTHER PART**.

The terms Builder and the purchasers, shall subject to the context, include the heirs, successors and assigns of the respective parties as well as the parties themselves to this deed.

WHEREAS, the builder is the land developer having its main object to buy, develop and construct multistoried residential commercial apartment over the land and to sell its unit to prospective purchaser.

AND WHEREAS, the land more fully described in Schedule -1 below hereunder this deed is (A) self acquired property of the Developers M/S Tribhuwan Developers & Construction Pvt Ltd. Having its registered office at Rajendra Nagar, Road No.1, District- Patna by virtue of three separate registered sale deed viz; (1) bearing deed no.100 dated 03.01.07 measuring 4.98 kathas purchased in plot no.99, khata no.38, under thana No.08, Mauza – Sherullahpur, P.S.- Shastri Nagar, District-Patna from Smt. Prabha Kumari, D/o Late Jagdish Kumar w/o Sri Rajeev Rai, resident of opposite A.N. College, Boring Road, P.S.- Sri Krishna Puri, Dist-Patna, and (2) bearing deed no.101 dated 03.01.2007 measuring 3.42 kathas purchased

in plot no. 99, Khata no. 38, under Thana No.08, Mauza – Sherullahpurr, P.S.- Shastri Nagar, District – Patna from Sri Upendra Kumar. S/o Late Jagdish Kumar, Resident of Opposite A.N. College, Boring Road, P.S.- Krishna Puri, Patna, Bihar and (3) bearing deed no.2033 dated 07.02.07 measuring 3.02 kathas purchased in plot no.99, khata no.38, under thana No.08, Mauza – Sherullahpur, P.S.- Shastri Nagar, District-Patna from Smt. Prabha Kumari, D/o Late Jagdish Kumar w/o Sri Rajeev Rai, resident of opposite A.N. College, Boring Road, P.S.- Sri Krishna Puri, Dist-Patna, and (B) the said Developer / Vendor taken the land measuring 4.58 kathas in plot no.99, khata no.38, under thana no.08, Mauza – Sherullahpur, P.S. Shastri Nagar, District – Patna by virtue of a registered development agreement bearing deed no 4033, Book no. 1, Vol No. 91 on Pages 229- 248, C.D. 14 of the Year 2017 dated 29.04.2017 registered at District – sub registered office, Patna from the land owner Smt Sushila Devi, wife Of Sri Vijay Kumar Sinha, resident of "Maa Bhawani Shardalaya" Exhibition Road, Patna - 800001, District- Patna, Bihar which she has acquired through a partition suit no. T(P)S 69/2016. After amalgamating the entire land of A & B the Developer and Landowner agrees to distribute the built –up/ Garage as equally in Development agreement.

AND WHEREAS the said land owner and the said developer mutually agreed to develop the their land, as aforementioned, after amalgamating from each other more fully described in schedule -1 below of this deed for development and construction of a Multistoried building / Apartment.

AND WHEREAS, the builder party of the first part decided to construct a Multistoried Apartment as owner of its own land as aforementioned and as developer to the land of said Smt Sushila Devi, under the name and style of " **MBS Tribhuwan's Garden**" over the land described in schedule -1, for sale to prospective purchaser or purchaser according to the Map sanctioned by the Authority concerned and thus the developer is entitle to sell the Schedule -2 below property of this deed from his/ its share absolutely as absolute owner of Bihar Apartment Ownership Act,2006.

AND WHEREAS, the purchasers, agreed to purchase a flat and a parking space described in schedule -2 in the said "**MBS Tribhuwan's Garden**" they made a proposal to the builder first party to sell flat no….., on being

satisfied with the right, title, interest of the builder and development agreement, approval/ sanctioned Builder map etc.

NOW THIS DEED OF AGREEMENT FOR SALE WITNESSTH AS FOLLOWS:-

1- That the buyer has agreed and the developers have agreed to allot a residential flat measuring a super built-up area of …… **Sft.** Which includes the carpet area, area of walls, balcony, lobby and the proportionate share of common pool areas as per the building plans identified as " **Flat No……**" on the ……. floor, ……. Corner in the layout plan for a total consideration of **Rs…… (Rupees …… only)** being the total cost of flat including car parking . The above cost includes the provisions of all the defined specification of construction annexed in **Schedule-** 3 herewith.

2- That the said total consideration of **Rs……=00 (Rupees ……)** being the cost of flat and a car parking only, the following charges and expenses shall be payable extra wholly by the buyer: any taxes or levies imposed by local authority/Govt., cost of registration / cost of municipal holding in favour of the buyer, cost of any additional work/item, amendments to specifications of construction annexed to this agreement as scheduled.

3- That the buyer has sought to finance the consideration amount by obtaining loan through any 'Housing Finance Agency' against the creation of suitable mortgage. Possession shall be given only after final settlement of the accounts.

4- That the Developer has no objection to **Flat No."…… "** measuring …… Sft. (app.) in the project," **MBS Tribhuwan's Garden "** at B.S.E.B Colony, Patel Nagar,Patna being mortgaged to the buyer's 'Housing Finance Agency" provided that such equitable mortgage is limited in scope to the right and interest of the buyer of **Flat No. "……"** only and no charge are created over the other units/land/apartment.

5- It is agreed that the buyer is solely responsible to obtain the sanction/disbursement against his loan application and for making payment of the total consideration amount as per the schedule agreed within a stipulated time. Payment will be received in installment as per schedule 4.

6- The sale deed or any other document conveying the said apartment shall be executed and got registered in favour of the intending allottee within

reasonable time only after receiving full sale price, and the cost of registration.

7- It is agreed that in case of delayed possession of flats, the Developer agree to compensate the losses to the allottee as per bank interest and the similar condition is applicable on the allottee also for delayed payment and not following the schedule of payment.

8- In case of cancellation of flat the Developer agree to refund the entire amount to the allotee within a period of 45 days only after deducting the booking amount.

9- That the developers plan to transfer the right, title, interest of building site during the construction or after its completion to the Association/society/body corporate of the flat owners of the various flats in **"MBS Tribhuwan's Garden"** who would be already the bonafide members and to suitably convey the ownership to the buyer on payment of the total consideration amount and applicable cost of registration.

10- That the buyer agrees to join such Association/society/body corporate and to pay the application money, entrance fees and share required and to pay the application money, entrance fees and share deposit required and to abide by the bylaws of such Association/society, so organized by the Developers.

11-That this 'agreement' will be Guided by provisions of Bihar Apartment Act "2006".

12.(a) That in case, any dispute or differences arise, 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.

13-That this 'Agreement' has been prepared in duplicate and the original and its copy are true to the exact reproduction of each other.

SCHEDULE -1

All the piece and parcel of total land measuring 15.400 kathas equivalent to 21036.77 square feet, situated at Mauza – Sherullahpur, Mohalla – BSEB Colony, Patel Nagar, police station –Shastri Nagar, registry office – Patna, Sadar registration office and District- Patna, under survey Thana no. 08, Tauzi no. 5113, Khata No.38, C.S. plot no. 99, within the Jurisdiction of Patna Municipal Corporation and bounded as follows :-

BOUNDRY OF BUILDING:

North	: Anand Vihar Apartment. and branch road.
South	: Jayant Kumar Part of PlotNo.99.
East	: Siwana chak Areb / Branch Road..
West	: Bihar State Electricity Board Grid..

SCHEDULE -2

All that a flat no. ....., on third floor facing towards ..... Corner measuring area **.....sft**. Super built up area with a car parking space including the right of undivided proportionate share in the land of the building known **MBS Tribhuwan's Garden"** constructed over the land of above schedule –I, situated at Mauza- Sherullahpur, Known as Mohalla – BSEB Colony, Present P.S. Shastri Nagar, registry Office and District Patna, and the same is bounded as follows :-

BOUNDRY OF FLAT:

North	: .....
South	: .....
East	: .....
West	: .....

SCHEDULE -3

(Specification)

The Highlight of our project is proper access of light and ventilation which is so important for the healthy living. Here below are given some other relevant information regarding the project:

(i) Foundation	:RCC cast-in-situ under-rimmed bore pile foundation.
(2) Structure	:RCC frame structure.
(2i) Civil work	:Third class Brick masonary partition walls in cement mortar .
(iv) Doors	:All doors frames of Sal Wood with flush door shutters painted with Enamel paint.
(v) Window	:All window will be built in aluminum section/ wooden/ compressed with steel glass pens..
(vi) Hardware & Fitting	:All fitting of quality product , front door magic eye, all door fitting items eg.Aldrop, Handle

	stopper , Tower bolt etc. will be of quality product in all flats.
(vi) Plaster	: ½" thick plaster in cement mortar (1:6) on brickwork and ¼" on ceiling .
(v2) Flooring	: Designer marble/ vitrified tiles in all flats . Corridor and marble tiles in Stairs , Crazy flooring with Mosaic – Marble pieces such as white cement on terrace and parking area.
(v2i)Kitchen	: Flooring with marble , Cooking platform with granite top, sink of Stainless steel, Glazed tiles in Dado up to 2' above working top .
(ix) Sanitary Ware	:Provision of hot & cold water connections in all bathrooms & kitchen. Designer glazed tiles with colorful border to be up to 7' height on all sides.
(x) Electricals	:Concealed PVC conduit pipe shall be laid with ISI approved copper wires properly insulated as required . Power point of A/C in all bedrooms, Switches of fancy range ISI approved branded company.
(xi) Telephone & T.V.	:Telephone point in drawing room and T.V. point in all bedroom and drawing room.
(x2) Finishing	:All internal walls & ceiling finished & Smoothened with Cement Lime Punning & External wall with wall putty with suitable border all around the building.
(x2i) Water supply	:The building will have own water supply . Self boring & Branded submersible pump . Supply through over head water tank.
(xiv) Lift	:The project is to have one quality lift of standard make.
(xv) Generator	: A Quality Generator (preferably Kirloskar) with Canopy (noise proof) of adequate capacity , is to be provided to meet the supply of power (500w) in all flats during power - cut situation.

(xvi) A/C :All flats will have the facilities of A/C window space.

(xv2) Balconies : All Balconies will have steel grills in railing above sill level of 1'.

(xv2i) Security : Intercom facilities to be provided to each flat and fire safety provision to be provided to the entire project.

Schedule -IV

At the time of registration	-	10 %.
Foundation	-	20 %
Superstructure	-	20 %
Brick work / plaster/ flooring etc.	-	20 %
Finishing	-	20 %
Completion	-	10 %.
Total		100 %.

" That both the parties, having read over and fully understood the contents of this agreement, have signed and subscribed to the agreement on the date, month, and the year here in above mentioned the presence of the witnesses. "

WTNESSES

1

Signature of BUILDER/

Vendor (Mithilesh Kumar)

Pan No.

2

Signature of the PURCHASER/

Vender (.....)

Pan No.