

AGREEMENT FOR SALE

This agreement for sale is made on the _____ Day of _____, Year _____

BETWEEN

M/s VINI CONSTRUCTION (PAN NO.- AAVFV0920B) Having its Office at HOUSE NO.- 50, SECTOR - B, POLICE COLONY, OPP. CHITRAGUPTA BHAWAN, ANISABAD, PATNA, BIHAR - 800002, through its Partner Sri Vijay Kumar, S/O Shri Nageshwar Prasad Singh, resident of B/50, Police Colony, Anisabad, P.S. Gardanibagh, Patna - 800002 (referred as the "Developer" of the one part).

AND

_____, add. _____
AADHAR No. _____ PAN No. _____
Phone no. _____ (hereinafter referred as the purchaser of the other part).

WHEREAS

The expression "Developer", "Purchaser", unless repugnant to or exclude by these presents shall mean and include their legal heirs, successors, legal representative, executors, administrator, assigns, as the case may be.

WHEREAS the Developer has framed a scheme constructing a building to be known as "ARC ENCLAVE" situated at Mauza - Mithenpura, Mohalla- Indrapuri Colony, P.O.- Ramna, P.S. - Mithenpura, Distt.- Muzaffarpur, State- Bihar. On the land described in schedule "A" for residential purpose, comprising of several.

WHEREAS as the Developer has entered into development agreement with the land owner namely Smt. Abha Sinha alias Abha Kumari wife of Late Awadhesh Kumar Sinha, resident of Indrapuri Colony, Main Road, House No.- A/1, P.O. Ramna, Mithenpura, Muzaffarpur, Bihar, Pin - 842002, registered by District Registry Office, Muzaffarpur, vide Deed No.11849, Dated 17-05-2022.

WHEREAS buyer has inspected and for otherwise satisfied himself out of right and interest of the Developer over such land and it also aware of the fact the Developer had entered and are entering into separate agreement with several other persons or parties who are interested in acquiring the proposed flats.

WHEREAS the buyer has also inspected and / or otherwise satisfied himself about the building plans and is desired of acquiring flat in the said building had agreed to purchase Flat no. ___ On ___ Floor, in the above mentioned building "ARC ENCLAVE" at a consideration of Rs. _____ (Rs. _____ Only) bearing Carpet area _____ Sq.ft., Balcony area _____ Sq.ft. and Proportionate Common area _____ Sq.ft. becoming the Total area _____ Sq.ft.

Vijay Kumar.

WHEREAS the Developer have handed over to the purchaser a copy of approved blue print of the plan of respective building, more fully described in the schedule "A" of the agreement forming part of this agreement.

WHEREAS the Developer had declared that the land is free from all encumbrances, charges lien, demand, whatsoever, here is no attachment order against the land.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESS AS FOLLOWS

1. That the Developer shall provide the flat as per Specification and deliver possession to the purchaser / buyer.
2. That the purchaser after due verification of the documents of respective permission, measurement, dimensions, designs, boundaries and proposed construction as being reflected in the approved plot/ map/ plan by GMC Map No. 36-07/2020 as accepted to purchase the flat, detailed in schedule "A" on the total sum of the amount aforementioned which shall be paid by the purchaser.
3. That the purchaser has agreed to pay the developer the aforesaid amount subject to the owner strictly adhering to the specification of the construction.
4. That the developer shall insure money receipt against each payment.
5. That under no circumstances the possession of the flat under this agreement shall be given by the developer to the purchaser until and unless the payment and the dues required to be paid as per this agreement by the purchaser, has duly been paid to the Developer.
6. That the developer shall in no case be held liable for any delayed delivery or loss to the purchaser due to any major incident or accident beyond the power and control of the Developer such as natural calamities including act of Govt. agencies or extraordinary circumstances restriction by the Govt. or any competent authority etc.
7. That the Developer shall execute the sale deed of the said flat to be built by them and agreed to be purchased by the purchaser, after receiving full payment registration cost and misc. expenditures.
8. That the Purchaser has also agreed not to use the flat or part of the same to be used for any purpose other than residential purpose which may or is likely to cause annoyance to other occupants or flat owner's or occupiers or any illegal or immoral purpose forbidden by law.
9. That the purchaser shall be liable and hereby agrees to make payment of actual expenses regarding the preparation and execution of the deeds and documents.

10. That all cost, charges and expense regarding stamp duty, registration fees, document to be executed in pursuance hereto shall be borne and paid by purchasers.
11. That in default in payment, the owner shall be entitled to and the purchasers shall be liable to pay interest @ 2% per month or part thereof to be calculated every month and in default of the purchaser in observing and performing any of the terms, conditions, covenant and restrictions as contained in this agreement, the owner shall be entitled to cancel this agreement after 30 days and to allot the finished flat to other buyer.
12. That in the event of cancellation of the booking by intending purchaser of flat, a minimum amount of Rs.1,00,000/- (Rupees one lakh only) shall be deducted from the total amount paid by the intending purchaser and the balance amount shall be paid with a period of 6 month from the date of cancellation.
13. That the purchaser of the said flat if desire to take loan from any financial institution for owing of his flats at the said apartment developer have no any objection to deal in the interest.
14. That the purchaser agrees to become member of such co-operative for which they constitute by themselves and care of full complex such as security, maintenance of machinery fixed by the developer and also for the outer look of said complex.
15. That the purchaser covenants with the developer and through them with the purchaser of other units that the shall not ever demolish or caused to be demolished any part of the said building or any part of portion of the other building nor shall be at any time make or cause to be made any new construction whatsoever nature in such complex or in the said building or any part thereof. The purchaser further covenants that they shall not make and addition or alteration to the said units without the previous consent of the builder or said co-operative which the occupants constitutes and when formed.
16. In case any security or deposit demanded by the electricity authorities, Municipal authorities or any other local authorities for supply of electricity, water or any facility of utility, amenity the buyer/purchaser shall contribute proportionately towards it.
17. That the purchaser along with other occupant has right of use of common area like staircase, corridors, passage, water tank and other facilities and public utility whatsoever required for said flat.
18. That the purchaser agrees to pay the GST as and when applicable.
19. The Developer covenants with the buyer that the time frame for completion of building is 22st March 2024.

Schedule "A" (Above referred to)

Description of land on which "**ARC ENCLAVE**" situated at Mauza - Mithenpura, Mohalla- Indrapuri Colony, P.O.- Ramna, P.S. – Mithenpura, Distt.- Muzaffarpur, State- Bihar, shall be constructed. All the pieces and parcel of land measuring 3 Katha, bearing Khata No.- 344 (Old) 580 (New), and Khesara No.- 389 (Old) 1358 (New) under Ward No.- 32 (Old) 36 (New), Holding No.- 448 (Old) 270/ 203 under Dist - Muzaffarpur which is within the limit of Muzaffarpur Municipal Corporation under the jurisdiction of dist./sub registrar sadar registry office and bounded as follows:-

Boundary of the land

East- Sadak Sarkari

West- Mahadev Prasad Singh

North- Smt. Bachi Devi

South- Surendra Prasad Sinha

SCHEDULE "B"

Description of land on which "**ARC ENCLAVE**" situated at Mauza - Mithenpura, Mohalla- Indrapuri Colony, P.O.- Ramna, P.S. – Mithenpura, Distt.- Muzaffarpur, State- Bihar, shall be constructed. All the pieces and parcel of land measuring 918 Sq. Ft., bearing Khata No.- 344 (Old) 679 (New), and Khesara No.- 389 (Old) 1359 (New) under Ward No.- 32 (Old) 36 (New), under Dist - Muzaffarpur which is within the limit of Muzaffarpur Municipal Corporation under the jurisdiction of dist./sub registrar sadar registry office and bounded as follows:-

Boundary of the land

East- Road

West- Mahadev Prasad Singh

North- Niz land of Smt. Abha Sinha

South- Niz land of Smt. Gyatri Devi

Payment schedule and cost

Total Amount—Rs. _____ (Rs. _____ only)

1. At the time of booking
- 2.
- 3.
- 4

Detail of payment received

1. Ch. No.

Total received till date _____ Rs. _____

Balance - _____

Signature of Purchaser

Signature of Developer

Witness:-

Vijay Kumar.