Agreement for Sale Flat

Agreement for Sale

This agreement for sale is executed on this ..... Day of .....
and Year .....

BETWEEN

FRIENDS INFRA BUILDCON. a company having its Regd. Office at – E/7 P.C colony, kankarbagh,sampatchak, bihar, Dist.-muzaffarpur through its duly authorized Director vide Board of Directors resolution **Dt. 19.12.2023 Mr. Dhananjay kumar** S/o Shri Mathura prasad, resident of E/7 P.C colony, kankarbagh,sampatchak, bihar, District - patna, 800020 here in after called the **DEVELOPER/ BUILDERS/ FIRST PARTY/ VENDOR** (which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, successor-in-office and legal representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

Mr./Mrs./Smt. Mr. dhananjay kumar of at –E/57,P.C COLONY, KANKARBAGH, SAMPATCHAK PATNA BIAHR,800020 ..... P.S. - ....., Dist....., hereinafter called the intending **PURCHASER / VENDEE / SECOND PARTY** (which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, successors-in- office, and legal representatives, executors, administratorsand assignee) of the **SECOND PART**.

WHEREAS in this agreement called the "Agreement for Sale" unless it be contrary to the context, the following word shall have the following meanings:-

A) **"SCHEDULED LAND"** shall mean all that the piece or parcel of the land described in the **Schedule-A** hereunder written and include any new buildings or buildings and / or the additional story or stories for thetime being.

B) **"FLAT"** as described in **Schedule-B**.

C) **"COMMON PART"** as described in the **Schedule-C**.

D) **"COMMON EASEMENTS"** in relation to any Flat means the easement, quasi-easements, rights, privileges pertaining to such flat of the reasonable enjoyment and occupation of such flat and shall also include the reciprocal easement, quasi-easements, obligation and

duties of the like nature of others flat in the said buildingin or upon such flat or on part thereof.

E) **"Co-PURCHASERS"** shall mean the person or persons who acquired the flat of the said proposed building from the Owner's Share or Builder's Share.

F) **"DEVELOPMENT AGREEMENT"** shall mean the Agreement **Dt. 12.05.2023**, in respect of the land fully described between named Land owner and Builder/Developer.

G) **"PROPORTIONATE SHARE"** Shall means in the Case of any Flat and the proportionate or ratio which the flat bear to the total area along with undivided proportionate share of common areas along with land.

H) **"THE PRONOUNCE 'HE OR SHE"** shall mean and be construed to have been used to mean any person or persons (male or female) a firm, a company, or any other legal entity capable of holding property if he context so admits.

Whereas, the **DEVELOPER / FIRST PARTY** has become the developer of the property (Details in Schedule - A), through their Development agreement **Dt. 12.05.2023** with **Mr. amarendra mohan tiwari** S/o Chandra mohan tiwari resident of at –196-B SHRI KRISHNA PURI ,NEAR,BASAWAN PARK, BIHAR Dist. PATNA 800001 (hereinafter called **LAND OWNERS** which terms and expression unless excluded by or repugnant tothe subject or context shall mean and include their respective heirs, successors, legal representatives,executors, administrators and assigns) as follows:

RECITAL

And whereas, the owner is seized and inpossession of otherwise and is sufficiently entitled to the property which is situated at under Mauza – BELA CHAPRA Cadastral Survey MUZAFFARPUR MUNICIPAL CORPORATION , **Khata No. 175**,493 **Consolidated Khesra No. 229,65,74,72,66**, **Thaana No. 281**, BELA MITHANPURA, P.S. - BELA, in the District of MUZAFFARPUR and total land measuring more or less **13499.92 Sq.Ft.** equivalent to **31.0056 Dismal**.

And whereas, the **LAND OWNERS** have got their

names mutated with respect to the above mentioned

land which is the ancestral property of **LAND OWNERS** and are paying rent to the Circle Office, , Dist. - MUZAFFARPUR.

And whereas, the **LAND OWNERS** were desirous to develop their above mentioned properties by getting multi-storeyed residential building/complex and as such approached the **DEVELOPER / BUILDER / FIRST PARTY** who is **DEVELOPER** to develop the said property (Details in Schedule- A) and to construct multi-storeyed residential complex over the same as per plan prepared by **LAND OWNER** and approved by the competent authority of Bhagalpur Municipal Corporation with the material available in the market and in conformity with the plans, elevation and sections in the said sanctioned plan and with suitable walls, ceilings, floors, partitions, staircases, roofs, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such building and/or the flats therein in a decent style, for the same the **DEVELOPER / FIRST PARTY** entered into a Development Agreement with the Land Owners.

And whereas, the **DEVELOPER/FIRST PARTY** has entered into an Agreement with the abovementioned **LAND OWNERS** on **27.01.2017** inter-alia for the purpose of development and sale of the Schedule-A property by constructing multi-storeyed residential complex and theydid so.

And whereas, in pursuance of the said Development Agreement the **DEVELOPER/FIRST PARTY** is entitled to nominate any such person or purchaser intending to acquire a flat/ flats in the property of the Land Owners to take a conveyance of an undivided and un-demarcated proportionate share or interest in the property from the **LAND OWNERS** upon such person or Purchaser agreeing to observe and perform the terms and conditions and covenants of an agreement for sale to beentered into with the owner in that behalf.

And whereas, the builder would be entitled to charge such amount or amounts as may be agreed upon

between the **DEVELOPER / BUILDER / FIRST PARTY** and itscustomer or intending purchaser for the cost, charges and expenses of and incidental to the construction and completion of the flats / flats and also for proportionate share of the cost, charges and expenses of and incidental to the construction erection and completion of the common parts, the common conveniences and the common amenities appertaining thereto from its customers or its intending Purchaser.

And whereas, the intending purchaser has inspected the said Development Agreement and also seen and approved the said plan and has agreed on ownership basis of Flat No. ..... on the ..... Floor of
..... Block in "**laxmi palace**" having carpet area ..... Sq.Ft and super built-up area ..... Sq.Ft (approx) described in the Schedule-B hereto including all internal partition walls, all outer walls, fifty percent of the walls common with the adjacent floor space together with the common easement and right in common parts the common parts amenities and the common conveniences relating thereto on terms and condition herein after appearing.

NOW THIS AGREEMENT WITNESSED BY AND BETWEENTHE PARTIES HERETO AS FOLLOWS:-

1. That the VENDOR has agreed to sale his Flat bearing No. ..... on ..... floor of Block ..... in **"LAXMI PALACE "** situated at **BELA CHAPPRA ,KANHAULI VISHNUDATT, P.S. BELA, dist. muzaffarpur,** for ₹ ..... only, as no one is ready to give such price cost exceptthe said purchaser ....
2. That the intending Purchaser has agreed to purchase a Flat bearing No. ..... on the ..... Floor of Block in "**LAXMI PALACE**" having super built-up area ..... Sq.Ft. (approx.) along with ..... Car parking and undivided proportionate share of land of the proposed multi-storied residential building constructed over Schedule-A property for a consideration of

₹ .....
only and **GST** & **other Government Taxes** applicabletime to time.

3. That in consideration of the flat the sum of ₹ .....
(Rupees) Only, paid through Cheque as per detail:-(i)

.....

(ii) .....

(iii) .....

as booking amount by intending purchaser to the DEVELOPER / BUILDER / FIRST PARTY as part payment towards the said costs, charges and expenses as and by way of earnest money (the receipt whereof the DEVELOPER / BUILDER / FIRST PARTY hereby admit and acknowledge) and in further consideration the intending purchaser agreeing to pay Rs
.....
..... only in the manner as mentioned in Payment Schedule - D under written, the **DEVELOPER/BUILDER/FIRST PARTY** has agreed to construct and erect the said flat as per the specification more particular described in Schedule-E.

4. That the intending Purchaser agrees to pay the said consideration amount to the builder in manner as mentioned in Schedule - D and all charges in respect of any additional work or alteration in the flat as may beincurred by the builder before for the intending Purchaser shall be payable to the Builder before possession/delivery to the intending Purchasers.

5. That under no circumstances possession of the said flat be given by the Builder to the intending Purchaser until and unless all payments, deposits and dues required to be made under this agreement by the intending purchaser have been paid in full to the builder, subject as herein before stated and also subject to the terms contained in the Agreement, the possession of the said flat shall be given within by 29th July 2020. Time period for payment by the purchaser is essence and

compulsory part of this agreement, failing which the builder shall refund the paid amount to the purchaser without notice and this agreement shall stand automatically cancelled, just after dispatch of refund Cheque.

6. That except in respect of the undivided proportionate share or interest in the said property agreed to be sold by the Developers as per Sec. 5 (1) The Bihar Apartment Ownership Act, 2006 and save and except the right in the said flat, the easements, Quasi- easements, benefits, privileges and advantages in common to be conferred or granted by or under the conveyance to be executed and registered in favour of the Intending Purchaser shall have no claim or right of any nature in the other flats, floor spaces and areas of the said property and /or the said building adjoining above or beneath of his /her/their flat.
7. That the intending Purchaser have no any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof until the execution and registration of the appropriate sale deed in favour of the intending Purchaser by the Developer or through its Constituted power of attorney. Such sale deed shall contain all usual terms and covenants as contained in case of a sale deed of flat and shall be prepared registered and completed by and at the cost of the intending Purchasers, Further it will be liability of the intending purchaser to pay any post or prior taxes, duties, levies, surcharges etc. levied either by the State Govt. or by the Central Govt. or jointly by them on Currently or in the future on full or part of the flat on the undivided proportionate share of the intending purchaser's land. In case Extra amenities have to be provided to the intending Purchaser at the instance of Bhagalpur Municipal Corporation, The same will be chargeable.
8. That unless prevented by unforeseen/unavoidable circumstances as aforesaid the builder shall within the time aforesaid construct and complete construction of the said flat in the said flat for and behalf of the intending Purchasers and shall deliver possession

thereof to the intending purchaser and shall also on the said date complete the common parts thereof for beneficial use and enjoyment of the said flat in a substantial workman like manner and in conformity with the said sanctioned plan with proper and suitable walls, ceilings, floors, partitions, fixtures and fittings and lift and all conveniences and amenities for habitation and enjoyment of the said flat in decent style.

9. That it is expressly understood that the Builder and Land Owners would enter into and execute similar Agreement to such other person or other Purchasers from time to time for different flats, except this one.
10. That the cost of and incidental to the formation of such association and/or society shall be borne and paid pro-rata by the intending Purchasers, the co-Purchasers.
11. That the intending Purchaser also agrees to pay to the Builder in addition to the consideration amount mentioned herein above proportioned share of the expenses for all taxes, outgoing, and other charges described in the Schedule- C, hereunder written from and after the date the said flat becomes ready for occupation till the Builder hand over possession and management of the common areas to any society or association to be formed for the purpose.
12. That this agreement shall be supplemental to the Development agreement made between the said owners and the Builder and in case of anyinconsistency, the provision herein contained shall prevail over those in the development agreement in so far the rights and objection between the intending Purchasers and the Builders.
13. That upon Possession of the said flat being delivered to the Purchaser, the purchaser shall be entitled to use and occupation of the said flat.
14. That the fixtures, fittings and amenities to be provided in the said building and in the said flat and the material to be used in the construction of the said building as thoseas set out in the Schedule - E hereunder written and thepurchaser has satisfied himself about the design of said building.

15. That in addition to the consideration money the service-tax as applicable by the Govt. shall be paid bythe **PURCHASER / VENDEE** to the **BUILDER / VENDOR**.
16. That court of Bhagalpur will alone have this jurisdiction in all legal matters arising out of or concerning this transaction.

SCHEDULE-A

All that piece and parcel of land measuring and measuring more or less **13499.92 Sq.Ft.** equivalent to **31.0056 Dismal** (approx) situated at under Mauza –BELA CHAPPRA KANHAULI VISHUNDUTT, P.S. BELA **Khata No. 175,493, Consolidated Khesra No. 229,65,74,72,66, Thaana No. 27,** mushahri distric of muzaffarpur. and then bounded as follows:

NORTH – MAIN ROAD
SOUTH – SHRI SHIVENDRA SINGH AND OTHER.
EAST - ROAD.
WEST – BANK OF INDIA ARCHANA KUMARI

SCHEDULE-B

Flat no. ..... on the ..... Floor of .... Block having super built-up area ..... Sq.Ft. (approx) in the multi-storied residential complex called **"LAXMI PALACE"** along with undivided proportionate share of land under, muzaffarpur municipal corporation Mauza bela chapra, flat is bounded as follows:

North – main road
South – shri shivendra singh and other
East - road
West – bank of india archana kumari

SCHEDULE-C

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common area and facilities including Lift, white washing, painting, and decorating the exterior portion of the said building, the boundary walls, entrance, staircase, landings, gutters, rain water pipes, motor pumps, tube well, wiring and installation sewers, drains and all other common parts , fixtures, fittings, and requirements under the building enjoyed or used in common by the owners, intending Purchasers, Co-purchasers, or other Occupiers thereto.

2. The cost of cleaning maintenance and lighting the main entrance passage, landings, staircase and other parts, of the building as enjoyed or used in common by the occupiers of the said building.

3. The salaries of managers, clerks, Bill collectors, chowkidars, plumbers, electricians, sweepers etc ifany.

4. Municipal taxes and other taxes and other outgoingetc.

5. Insurance of building against earthquake, fire, mob damages and civil commotion etc.

6. All electrical charges payable in common for the common portion of the said building.

SCHEDULE-D

Cost on account of Flat bearing No. ..... on the ..... Floor of ..... Block in "**LAXMI PALACE**" having superbuilt-up area ..... Sq.Ft. (approx.) along with ..... Car parking and other amenities.

Total cost of the flat:- ₹ **.....** **.....** only + **GST** & **Other Government Taxes** Thereon.

Total Cost of The Flat payable in the Following manner:-

1. Rs. ..... at the time of agreement or before.
2. Rs. ..... on or before .....
3. Rs. ..... on or before .....
4. Rs. ..... on or before .....
5. Rs. ..... on or before .....
6. Rs. ..... on or before .....
7. Rs. ..... on or before .....

SCHEDULE-E

Specifications: Deluxe Finished.

MAIN FEATURES:

STRUCTURE

Shell: RCC frame structure with masonry partitions. Theheight of each floor shall be 10' from slab to slab.
Masonry: High quality First Class table Moulded Brick Workin Cement, Sand & Mortar with plaster shall be provided.

FLOORING & DADO

Living, Dining & Foyer: Vitrified tiles in all covered area.Bedrooms: Vitrified Tiles in all covered area.
Kitchen: Vitrified tiles in all covered area.
Kitchen Counter: Granite counter top with rounded edgewith stainless steel sink.
Bathrooms: Anti-skid glazed ceramic tiles.Balcony: Vitrified tiles in all covered area. Staircase: Kota stone.
Lobby: Granite.

WALL FINISH

Exterior Finish: High quality water-proof weather coating. Interior Finish: Putty finish for walls and ceiling with single coat of primer.
Bathrooms: Ceramic tiles upto 2100 mm height.Kitchen: Glazed Ceramic tiles upto 760 mm.

DOOR & WINDOWS

Door Frame: Made with good quality Sal wood.
Main Door: 32 mm flush door with sunmica finish on frontside.
Internal Doors: 32 mm flush door painted with enamel paint.
Balcony Doors: Fully Glazed Aluminum sliding door or equivalent.
Windows: Fully Glazed Aluminum sliding window protectedwith MS grills and glass louvers in bathroom.

ELECTRICAL

Switch & Control Devices: Havells or equivalent cable with 40 point in each unit.
Wiring: Concealed Copper wire.

PLUMBING

Sanitary Ware: Parryware, Jaguar or equivalent.Control Fixtures: Jaguar or equivalent.
Bathrooms: Hot & cold water provisions.Wash
Basin: Two/Three Nos.

IN WITNESS WHEREOF the Developer / First Party and the Purchaser / Second Party have set their hands to this deed of agreement of sale with their free will and sound mind on the day and Year first above mentioned in the presence of the following witnesses:-

WITNESSES:- 1.

Signature of the First Part

2.

Signature of the Second Part