

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made on this \_\_\_ Day of \_\_, 2022 BETWEEN **M/S SHRI KRISHNA HOMES** a Partnership firm constituted under the Indian Partnership Act, 1932 having its Principal place of business of Flat No-606, on the Fifth Floor, Shri Krishna Nagari, New Karmik Nagar, Saraidhela, Dist-Dhanbad, Jharkhand represented By its parters (1)Sanjeev Kumar,(2)Vandana Devi,(3) Rakesh Kumar Tiwary,(4)Arun Kumar Yadav,(5)Rinki Ranjan, (which expression unless repugnant to the context shall be deemed to include their heirs,successors,executors and assigns) hereafter called the VENDORS

**AND**

Mr./Mrs. \_\_\_\_\_ Son/Wife \_\_\_\_\_, by faith- \_\_\_\_\_, by cast- \_\_\_\_\_, by occupation \_\_\_\_\_, at, \_\_\_\_\_ Dist- \_\_\_\_\_, Jharkhand, (which expression unless repugnant to context shall be deemed to include his heirs,successors,executors,representatives,administrators and assigns) hereinafter called the "BUYER"

**WHEREAS** (1)Sanjeev Kumar,(2)Vandana Devi ,(3) Rakesh Kumar Tiwary,(4)Arun Kumar Yadav,(5)Rinki Ranjan formed a partnership firm namely SHRI KRISHNA HOMES to carry on the construction and sale of flats i.e to promote the "HARSH ENCLAVE" on the land described in the Development Agreement signed on dated 27<sup>th</sup> September, 2022 with the Land Owner Smt.Ful Mani Devi .

WHEREAS the VENDORS SHRI KRISHNA HOMES agreed to construct and promote a Residential & Commercial Complex namely "HARSH ENCLAVE" approved by RANCHI REGIONAL DEVELOPMENT AUTHORITY (RRDA), vide letter RRDA/BP/0442/2022 dated 17/10/2022, RANCHI and to SELL the same for the consideration as per details given in the Development Agreement.

WHEREAS the land owners SMT. FUL MANI DEVI acquired the land by virtue of registered sale deed no. 1992 dated 10-04-2015, sale deed no. 1858, dated 29/03/2014, sale deed no. 7259, dated 15/10/2019, in the District Sub Registered, Ranchi. The Land mentioned above measuring 16 dec. The First party thus acquired absolute and exclusive right, title, interest & possession over the land in question. The land in question is a Raiyati land comes under survey new plot no. 232, 229, Khata-50, 42 Mouza-Khatanga, P.S-Sadar, Dist-Ranchi, State-Jharkhand. Thus, the first party acquired absolute and exclusive right, title, interest and possession over the lands in question.

WHEREAS the landowner Smt. Ful Mani Devi became absolute and exclusive owner of the land described in the Schedule of the Development Agreement by exercising diverse acts of ownership and possession within the knowledge to the authorities and the people of the locality for many more than statutory period and was recognized raiyat owner for the said land.

WHEREAS the Landowners had been in search of a Developer to develop the land described in the Schedule of the Development Agreement into a Residential & commercial complex.

WHEREAS the Developers SHRI KRISHNA HOMES a partnership firm through its partner (1) Sanjeev Kumar, (2) Vandana Devi, (3) Rakesh

Kumar Tiwary,(4)Arun Kumar Yadav,(5)Rinki Ranjan, approached the owners (1) Smt.Ful Mani Devi for allowing them to develop and construct Residential & Commercial Complex over the said land described in the schedule attached to this Development Agreement.

WHEREAS the land owners have executed a Development Agreement in favour of the builder to receive money to sell,mortgage and to do all acts of Development works regarding "HARSH ENCLAVE".

WHEREAS on the above ,SHRI KRISHNA HOMES decided to develop a Residential & commercial complex on the said plot of land in the name and style of "HARSH ENCLAVE".

WHEREAS the VENDORS have started the construction work after getting the approval of the plans by the Compelent Authority i. RRDA,Ranchi.

WHEREAS the VENDORS agree to SALE on OWNERSHIP basis on undecided proportionate share of interest in the same land mere particularly described in schedule written along with the allotment letter comprise about \_\_\_\_\_ sq.ft marked as Flat no \_\_\_\_\_

On the \_\_\_\_\_ Floor along with a car parking at the Basement,(mere particularly described in schedule written along with the allotment letter) to be constructed on the said land for which the VENDORS are holding a duly sanctioned plan from the RANCHI REGIONAL DEVELOPMENT AUTHORITY(RRDA), at a consideration price of Rs. \_\_\_\_\_ only and PURCHASER agree to purchase on ownership basis the same undecided proportionate share of land and the said flat to be constructed on the \_\_\_\_\_ floor and car parking at the basement of the

said complex on the said land for a consideration of Rs. \_\_\_\_\_ only on terms and conditions hereinafter expressed.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. That the Vendors agree to sale and the Purchaser agrees to purchase the proportionate share of interest in the land comprised in the same space containing an Area of \_\_\_\_\_ sq.ft to be marked as flat no. \_\_\_\_\_ on the \_\_\_\_\_ floor along with a car parking at the basement of the said complex build named as "HARSH ENCLAVE" and all claims of the VENDORS into and upon the same at every part thereof at or the price of Rs. \_\_\_\_\_ only will be paid up to \_\_\_\_\_ where as the purchaser has already paid Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) 0 only as Booking advance. The last installment is to be paid one month prior to the date of Handing over of the flat as mentioned above.
2. The PURCHASER has already paid to the VENDORS, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and the VENDORS both hereby admit and acknowledge the receipt thereof.
3. That the VENDORS shall execute and register the Conveyance in favour of the PURCHASER immediately after receipt of the Balance consideration of Rs. \_\_\_\_\_ only. The Cost of Registration & GST tax shall be borne by the PURCHASER over and above this consideration money.
4. That, the Sale transaction and process of Handing over of the said flat shall be completed one month after the receipt of the Final Payment including GST tax as applicable. The Payment should be made strictly in accordance with date & amount of installment

as mentioned in the allotment letter failing to which the handing over of the flat may be delayed.

5. That on payment of the said consideration money if the Vendors fail to perform their part in executing on conveyance and handing it over to the purchaser, the purchaser will be at liberty to get the possession through the court of law by bringing a suit for specific performance of the contract. In case the Purchaser fails to pay the balance money on the Schedule date of payment and fails to perform his part his agreement shall stand cancelled on the money paid by them shall be returned without any interest and after deducting an amount equal to 2(Two)% of the total cost of the flat as service charge, which shall not be more than Rs.1,00,000/-(Rupees One Lakh) only on 5% of the deposited amount which ever is less.
6. That the Agreement for sale shall take effect on and from the date of Allotment of the Flat i.e. \_\_\_\_\_
7. That the Purchaser will be entitled to use common corridor, common path, lifts, staircase, roof top garden if any common open space, but he will not be entitled in any way to interfere with the peaceful possession of the other flat-owners of the said "HARSH ENCLAVE".
8. That the purchaser will pay the proportionate service/maintenance charges such as common services like common electricity bill, salary of Night Guards, Sweepers, Gardeners, caretaker, Maintenance cost of lift, Generator, Water Pumps etc. The general Rules and Regulations shall be framed after the Flat Owners Committee takes shape after occupation of the flat by the flat owners.
9. That, the purchaser will have to apply separately for the Electric connection to the concerned Authority i.e. J.S.E.B for his flat on his own name.

10. That, the Developer/Vendors will get the Electric connection for the Motor Pump, lift and common lighting on its own cost in the name of the committee.
11. That the purchaser will automatically become a member of the committee of the residents of "HARSH ENCLAVE" after taking the possession of the flat.
12. That the Vendors shall not charge any amount other than the agreed amount on the basis of price escalation if the Purchaser has made the payment in schedule time frame.
13. That after possession the purchaser will not use the said unit for any other purpose other than the residential use and the parking areas for car parking. The purchaser will keep the common area and the campus of the said complex neat and clean in proper condition and will neither occupy, interfere, hindrance or keep or store any goods/furniture etc. nor the purchaser will claim any right, title interest in such additional structure constructed or raised on such roof or vacant land in the said complex.
14. The vendors shall have the right to construct additional structures on roof, open space of the vacant land of the complex and such additional structures and/or constructions shall be sole and exclusive property of the Vendors who shall be entitled to deal with or dispose of the same in such manner as the Vendors may deem expedient and purchaser will not be entitled to raise or create any obstruction or hindrance of any nature whatsoever on such right of the Vendors, nor the Purchaser will claim any right, title, interest in such additional structure constructed or raised on such roof or vacant land in the said complex.
15. That in case any Security or Deposit demanded by the Electricity Authority, Municipal Authorities or any Local Authorities to supply electricity, water, gas or any other facility or utility or amenity, the purchaser will be free to contribute proportionately towards such security or deposit as shall be determined by the Concerned Authorities.
16. All letters, receipts and notices issued by the Vendors and dispatched under certificate of posting to purchaser address shall be sufficient proof

of receipt of the same, by the purchaser on the fourth day from the date of dispatch.

**17.** In case the Purchaser wants to cancel his booking on whatsoever the reason and gives a written notice to cancel this Agreement as well as the booking and request for the refund of his deposits then in that event the vendors shall cancel this Agreement of his booking of the flat after deducting @2% of the total consideration money or a minimum of Rs.10000/- (whichever is more) from his deposited amount and refund the balance amount to the purchaser within 60 days from the date of receipt of the request for cancellation. However, the purchaser will be entitled to exercise this option within a period of 06 months from the date of Agreement where after this clause shall automatically be deemed to have become inoperative and unenforceable.

**18.** In case the area of the Flat Increases or decreases during the construction the purchaser will have to pay additional amount for the increased area of the flat on the rate agreed as per agreement and in the case of decreased area the builder will have to refund the excess amount paid by the purchaser of the area on the rate agreed at the time of agreement.

**19.** In case any dispute or differences arises:-

- Before the Delivery of Possession and/or the Date of possession the Vendors and the purchaser relating to the interpretation on any of the terms and conditions of this Agreement then the same shall be referred to the Arbitrator of the Vendor, such arbitration shall take place in accordance with the provisions of the Indian Arbitration Act 1940.
- After the delivery of Possession and/or the date of Possession, in case any dispute arises due to matters not specifically stipulated in this Agreement and also in case of any dispute or any question arising at any time between the purchaser and any employee of the vendors or any other purchaser or purchaser of other units, all such matter shall be referred to the Arbitrator of the Vendor, such

Arbitration shall take place in the accordance with the provisions of the Indian Arbitration Act,1940 and shall be final and binding upon all.

20. The courts having original jurisdiction in the town of Dhanbad, above shall have the jurisdiction in all matters relating to or arising out of this agreement.
21. All other agreement and/or arrangement hereto before made which are in any way contradictory to or in consistent with this agreement shall have no effect.
22. The schedule attached along with the Allotment Letter shall be the part of this agreement

SCHEDULE

All that piece and parcel of raiyati land situated in Mouza-Khatanga, P.S-Sadar & ,  
Khata no-50,42, Plot No- 232,229, Area-16 Dec.

NAME OF THE APARTMENT	:	HARSH ENCLAVE
FLAT NO.	:	_____
FLOOR NO.	:	_____
AREA	:	_____

**BOUNDARY OF THE FLAT**

SOUTH : \_\_\_\_\_ NORTH : \_\_\_\_\_  
EAST : \_\_\_\_\_ WEST : \_\_\_\_\_

In WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day.

EXECUTED and DELIVERED

By the VENDORS hereto

In the PRESENCE OF

SIGNED and DELIVERED

by the VENDORS at

DHANBAD