

SAMPLE FOR AGREEMENT

SAMPLE FOR AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE 6TH DAY OF AUGUST 2020.

BETWEEN

BALAJI SKYSCRAPERS CONSTRUCTIONS Pvt. Ltd having its office at H.R.HouseMahavir Chowk Upper Bazar, P.S- Kotwali, District- Ranchi Jharkhand represented through its Director **SRI HAPPY KINGER** son of Sri Anchal Kinger, by faith Hindu, by Caste Punjabi Khatri, resident of 301,Balaji Pallazo,Green Avenue, Kanke Road, P.S- Gonda, District- Ranchi, Jharkhand, Indian Citizen (hereinafter referred to **VENDOR /BUILDER / FIRST PARTY**), of the **FIRST PART**;

AND

Smt. Nilam Sharma Wife of Sri Umesh Kumar Sharmaby faith Hindu, by Caste Brahman by occupation Housewife, resident of Near Bihari Dharamshala, Jalan Road, Upper Bazaar DIST.-Ranchi,(JHARKHAND) Indian Citizen, hereinafter called the "PURCHASER/S". (The expressions Purchaser shall mean and include his/her their respective legal heirs, successors, representatives and assigns) on the **OTHER PART**.

PAN- ISEPS1359L . MOBLIE NO- 9470588925.

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

- a) "LAND OWNERS shall mean (1_____ son of Sri Praduymna Pandey, by caste-Brahmin, by occupation Business, resident of Block Road, Ratu, Ranchi P.S- Ratu, Ranchi, State-Jharkhand, (2_____ wife of Sri Krishna Prasad Sinha by caste- Swarnkar, by occupation -Housewife, resident of Ratu Road, P.S- Sukhadeonagar, District Ranchi State _____, by caste-Brahmin, by occupation-Housewife, resident of Birla Boarding Ratu Road, P.S Sukhadeonagar, District Ranchi, State Jharkhand, all by faith Hindu, Indian Citizen and their respective legal heirs and successors, executors successors, assigning legal representatives and nominee.
- b) "SCHEDULE LAND" shall mean all that the piece or parcel of the land more fully described in the schedule- A hereunder written and include any new building or buildings and/or the additional storey or stories for the time being constructed there at from time to time.
- c) "BUILDING" - shall mean the new Multi-storied building consisting several units for residential use to be constructed on the land given in schedule- 'A' of this deed by the Builder at its own cost and expenses as per plan duly approved by R.M.C Ranchi.
- d) "RESIDENTIAL BUILDING" shall mean all residential Flat and parking space constructed over Schedule A land to be known as "_____"
- e) "FLAT" as described in Schedule- B.
- f) "PURCHASER & CO-PURCHASER" shall mean the person or persons who acquired the Flat /s of the said proposed building from the Land Owners and Builder /First Party .
- g) "CO-OPERATIVE SOCIETY/ASSOCIATION" shall mean the society to be formed by the LAND OWNERS and the BUILDER and the INTENDING PURCHASERS.
- h) "PROPORTIONATE SHARE" shall mean in the case of any Flat and/or car parking space, the proportion or ratio which the Flat bear to the total land area.
- i) "THE PRONOUN 'HE or SHE'" in these presents 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 the context so admits.

- j) "FORCE MAJEURE" - shall described flood, earthquake, riot, war storm, tempest, civil commotion, strike, lock out and/or any other act or commission beyond the control of the developer.

WHEREAS the said Land Owner no- 1 is the absolute owner and in possession over the land of R.S Khata no- _____ no- II/C situated at Village- Hehel Thana no- 203, P.S Sukhdeonagar District Ranchi , State- Jharkhand and same has been purchased from Smt. Usha Kumari Devi wife of Late Major V.R.Sinha by virtue of registered Sale Deed no- 132, Sl. no- 146 dated 8.01.2001 which was registered at District Sub Registrar office Ranchi and mutated his name in the office of town Anchal Ranchi and accordingly paid revenue rent to the state .

AND WHEREAS the said Land Owner no- 2 is the absolute owner and in possession over the land of R.S Khata no- 171 and 187 , Plot no- 72 and 74 Sub Plot no- 74+72/4 Area 4 Katha 10 Chhatak bearing holding no- 1881 ward no- II/C situated at Village- Hehel Thana no- 203, P.S Sukhdeonagar District Ranchi, State- Jharkhand and same has been purchased from Smt. Usha Kumari Devi wife of Late Major V.R.Sinha by virtue of registered Sale Deed no- 366, Sl. no- 394 dated 12.01.2001 which was registered at District Sub Registrar Office Ranchi .

AND WHEREAS the said Land Owner no- 3 is the absolute owner and in possession over the land of R.S Khata no- 171 and 187 , Plot no- 72 and 74 Sub Plot no- 74+72/3 Area 4 Katha, bearing holding no- 1881 ward no- II/C situated at Village Hehel Thana no- 203, P.S Sukhdeonagar District Ranchi, State- Jharkhand and same has been purchase from Sri Madhav Singh son of Late SheoPujan Singh Devi wife of Late Major V.R.Sinha by virtue of registered Sale Deed no- 4008, Sl no- 4488 dated 02.04.2004 which was registered at District Sub Registrar office Ranchi and mutated her name in the office of town Anchal Ranchi and accordingly paid revenue rent to the State.

AND WHEREAS the Land Owners above named intend to develop land by constructing multi storied residential building consisting several residential flats including parking space through a reputed Builder for which they amalgamated and pooled their land to each other more fully descried in the schedule A below.

AND WHEREAS the Builder approached the Land Owners with a scheme of development of the said land and offered to construct a multi storied residential building as per plan prepared by them and approved by the competent authority of Ranchi Municipal Corporation Ranchi with the materials 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, roof, 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 Builder entered into a Registered Development Agreement with the Land Owners on 18.12.2015 vide deed no- 7018, Sl no- 8275 which was registered at District Sub Registrar office Ranchi and entered in Book no-I, Vol no-476 Page no- 273 to 350 For the year 2015 under Jharkhand Apartment (Flat) Ownership Act 2011.

AND WHEREAS in pursuance of the said Development Agreement the Builder would be entitled to nominate any such person or Purchaser/s intending to acquire a flat / flats in the said property of the Land Owners and to take conveyance of an undivided and un demarcated proportionate share or interest with Flat/s in the said building and Purchaser/s agreeing to observe and perform the terms and conditions and covenants of this Agreement as well as terms and condition of said Development Agreement dated 18.12.2015 .

AND WHEREAS the Builder would be entitled to charge such amount or amounts as may be agreed upon between the Builder and its customer or the Intending Purchaser/s for costs, charges and expenses of and incidental to the construction and completion of the flat/flats and also for proportionate share of the costs, 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 in terms of the said Development Agreement inter-alia for the purpose of development of the schedule - A property by constructing multi storied residential building, Builder got the plan map sanctioned from the competent authority R.M.C , Ranchi vide B.C. Case no.-1130/2014/A Dated 04.03.16 and started the construction of said building as per sanctioned plan map.

AND WHEREAS the Intending Purchaser/s has inspected the Title Deed and also seen approved plan map and satisfied himself/herself themselves about the title of the Land owner and Builder and construction and agreed to acquire on Ownership basis a residential Flat no.- **3B**, on the 3rd Floor, having 1346Sq.ft Super Built-up Area, 1122Sq.ft Built-up Area, 1021Sq.ft Carpet Area with **one car parking space** more fully 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 common easements and rights in common parts, the common amenities and the common conveniences relating thereto on terms and conditions herein after appearing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:-

- (1) That the Intending Purchaser/s has agreed to purchase a residential Flat no.- **3B**, on the 3rd Floor, having 1346 Sq. Ft Super Built-up Area, 1122 Sq. Ft Built-up Area, 1021 Sq. Ft. Carpet Area with one car parking space and undivided proportionate land of the proposed multi storied residential building complex constructed over schedule- A property for a consideration of Rs.50,00,000/= (Rupees Fifty lakh only. Apart from that the Intending Purchaser/s shall also liable to pay service tax, VAT and /or GST taxes and other any taxes which will be applicable time to time under the law by the Central, State Govt and local authority of Ranchi.
2. That in consideration of the flat and in further consideration of the sum of Rs. 4,50,000./= (Rupees Four lakh and fifty thousand) only paid vide two cheques of 1,00,000/- & 3,50,000/- respectively by the Intending Purchaser/s to the Builder as part payment towards the said costs, charges and expenses as and by way of earnest money (the receipt whereof the Builder hereby admit and acknowledge) and in further consideration of the Intending Purchaser/s agreeing to pay Rs 45,50,000/= (Rupees Forty Five lakhs and Fifty Thousand) only in the manner as mentioned in payment schedule- D hereunder written. The Builder has agreed to construct and erect the said Flat as per the specifications more particularly described in schedule- E.
3. That the Intending Purchaser/s agrees with the Builder that the Builder may make such addition, variation and modification in the Flat as may be deemed necessary or may be required to be done by the Builder. The Intending Purchaser/s shall not be entitled to any compensation nor to rescind this contract in case of any addition, alteration that may be done by the Builder and the

Intending Purchaser/s hereby gives his/her/their consent to such additions, variations, alterations, modifications and the Intending Purchaser/s shall not be entitled to make any objections thereto and after execution of this agreement the Intending Purchaser/s cannot raise any objection regarding the right title interest as well as the approved plan map.

4. That the Intending Purchaser/s agrees to pay the said consideration amount to the Builder in manner as mentioned in schedule- D. All charges in respect of any additional work or alteration in the Flat constructed in the said Flat as may be incurred by the Builder for the Intending Purchaser/s shall be payable to the Builder before possession/delivery to the Intending Purchaser/s.
5. A) That after completion of construction of the said Flat and the common parts thereof and receipt by the Intending Purchaser/s of any notice from the Builder to take possession of the said Flat constructed by the Builder, the Intending Purchaser/s shall within 15 days from receipt of such notice deposit and keep deposited with the Builder the following sums as security in respect of the said Flat for the discharge of the obligations :
 - B) In case of increased of the Flat area the cost of the Flat shall be increased at the rate of chargeable amount on per square feet basis, its total discretion of the as Builder.
6. That the Builder shall have first lien and charge on the said Flat and on all other rights and interest appertaining thereto including the Intending Purchaser/s interest in the said property for all dues and damages on any account whatsoever as are or may be due and payable by the Intending Purchaser/s to the Builder in this Agreement.
7. That under no circumstances possession of the said Flat shall be given by the Builder to the Intending Purchaser/s until and unless all payments, deposits and dues required to be made under this Agreement by the Intending Purchaser/s have been paid in full to the Builder . Subject as here in before stated and also subject to the terms contained in the Agreement, the possession of the said Flat shall be given within three years from the date of execution of this agreement subject to availability of cement, steel or other Building materials, or power connection from competent authorities, drainage connection provided further in the event of happening of any labour problem or any act of God such as earthquake, flood or any other natural calamity and/or enemy, war restrictions by the government, or other public authorities or any cause beyond the control of the Builder, the Builder will not be liable for any consequential delay and/or damages thereof.
8. That except in respect of the undivided proportionate share or interest in the said property agreed to be sold by the Builder and except the rights in the said flat/s, 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/s 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.
9. That the Intending Purchaser/s 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/s by the Builder. 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 the Builder at the cost of the Intending Purchaser/s. Further, it will be liability of the Intending Purchaser/s to pay any taxes, duties, levies, surcharges, Service taxes etc. levied either by the state Govt. or by the Central Govt. or jointly by them currently or in future on full or part of the Flat or on the undivided proportionate share of the Intending Purchaser/s land. In case Extra amenities have to be provided to the Intending Purchaser/s at the instance of R.M.C, the same will be chargeable. The registration cost of the sale deed (stamp duties, registration fee and miscellaneous charges) will be borne by the Intending Purchaser/s.

10. That unless prevented by unavoidable circumstances as aforesaid the Builder shall within the time aforesaid construct and complete construction of the said Flat for and on behalf of the Intending Purchaser/s and shall deliver possession thereof to the Intending Purchaser/s and shall also on or before the said date complete the common parts thereof for beneficial use and enjoyment of the said Flat in a substantial workmanlike manner and in conformity with the said sanctioned plan with proper and suitable walls, ceilings, floors, partitions, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of the said Flat in decent style.
11. That It is expressly understood that the Builder would enter into and execute similar Agreement with such other persons or other purchaser/s from time to time.
12. That after execution and completion of the conveyance by and between the Builder and the Intending Purchaser/s and after completion of the said building and until such time as an association or society is formed the Builder shall have absolute authority and control as regards the parts or portions of the said building not in the possession of the Intending Purchaser/s and/or any other co-purchaser/s after completion thereof. The costs of and incidental to the formation of such association and/or society shall be borne and paid pro-rata by the Intending Purchaser/s, the co-purchaser, and/or the Builder in respect of any Flat of the said property not in possession of the Intending Purchaser/s/ co-purchaser.
13. That the Intending Purchaser/s also agrees to pay to the Builder in addition to the consideration amount mentioned herein above proportionate share of the common 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 make over possession and management of the common parts to any society or association to be formed for the purpose and in default the Intending Purchaser/s shall pay interest thereon the @ one % per month.
14. That as after the date of possession, the Intending Purchaser/s shall not raise any objection or make any claim of any nature whatsoever regarding construction of the said Flat . The said Flat shall for all purposes be deemed to be completed and the Builder provides reasonable egress and ingress thereto and water and electric (temporary or permanent connections therein)
15. That in case the Intending Purchaser/s fails or neglects to pay to the Builder the

amount becoming due and payable hereunder or any portion thereof within the respective periods as mentioned in schedule- D or elsewhere, the Builder shall have option either :-

- (a) To treat the Agreement as cancelled and to forfeit all or any sums paid by the Intending Purchaser/s to the Builder and Agreement for sale entered between the Builder and the Intending Purchaser/s shall stand revoked, and to sale or demise the said Flat to any Prospective Purchaser without any notice or reference
16. That in case the Intending Purchaser/s fails to pay the common expenses, the charges for electricity consumed by him /her/them and/or any other amounts becoming due and payable hereunder and part thereof within the time and in the matter aforesaid or uses the Flat aforesaid for any purpose other than the purpose permitted hereunder or fails to observe or perform any of the terms and conditions to be observed or performed by the Intending Purchaser/s under these presents then in any of such events the Builder shall have in addition to other rights that it may otherwise be entitled under the law, in respect of the said Flat and also to disconnect and otherwise to stop supply of electricity, water and other facilities and/or amenities provided in the said building and or in the said Flat until such time the Intending Purchaser/s continues to default.
17. That in all matters relating to or connected with the common use, control, enjoyment, management and maintenance of the common parts by the Intending Purchaser/s and the co-purchaser, the Intending Purchaser/s agrees and covenants to pay in advance the proportionate share of the recurring expenses and charges mentioned in schedule- C as and when the same becomes due.
18. That the Builder agrees and covenants with the Intending Purchaser/s that the Builder shall complete the said Flat and the common parts thereof in all respects so long as the Intending Purchaser/s fulfils his/her/their obligations.
19. That upon completion of the building as a whole, the Intending Purchaser/s agrees to execute and shall execute such other deeds, documents and declarations as may be deemed necessary for common beneficial use and enjoyment of the said Flat including declaration of respective rights and interest of the Intending Purchaser/s and CO-PURCHASER in the said building and/or the said property.
20. That all costs of preparations and stamp duty of this Agreement and all other documents and declarations to be made or executed in pursuance hereof shall be paid and borne by the Intending Purchaser/s.
21. That the Intending Purchaser/s shall not without the written consent and permission of the Builder be entitled to transfer his/her/their rights, title and interest under this presents and/or under Agreement for sale including any rights or interests in equity under this presents till all his/her/their dues of whatever nature owing to the Builder is fully paid and only if the Intending Purchaser/s has not been guilty of breach of or noncompliance with any of the terms and conditions of this Agreement.
- 22 That the Intending Purchaser/s gets his/her/their complete address registered with the Builder as mentioned below and it shall be his/her /their responsibility to inform the Builder by registered A/D post about all subsequent changes if any in his/her/their address, failing which all notices and letters posted at the first registered address will be deemed to have been received by him/her/them on the

Fourth day of the date, the same has been delivered for dispatch to the postal authorities and the Intending Purchaser/s shall be responsible for any default in payment and other consequences that might occur there from.

Intending Purchaser/s' address is as follows :-

C/O Sri Umesh Kumar Sharma Near Bihari Dharamshala, Jalan Road, Upper Bazaar DIST.-Ranchi, (JHARKHAND) Ph- 9470588925

23. That the Intending Purchaser/s intends to introduce a nominee and as such he registers complete details of the nominee with the Builder as below :- Sri Umeshkumarsharma, , son of Sri Bishwanath Prasad Sharma resident of Near Bihari Dharamshala, Jalan Road, Upper Bazaar DIST.-Ranchi, (JHARKHAND)
24. That upon possession of the said Flat being delivered to the Intending Purchaser/s; the Intending Purchaser/s shall be entitled to the use and occupation of the said Flat for only for residential purpose. Upon the Flat holder taking the possession of the Flat he/she/they will no claim against the Land owners and Builder in respect of any item or work in the said Flat which may be alleged not to have been carried out or completed.
25. 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 and those as set out in the schedule hereunder written and the Intending Purchaser/s has satisfied himself /herself/themselves about the design of the said building.
26. That the Intending Purchaser/s shall not let, sublet, sell, transfer assign or part with his/her/their interest or benefit of this Agreement or any other Agreement concerning this Flat or land property until all the dues payable by him/her/their to the Builder are fully paid up and a no due certificate is obtained in writing from the Builder.
27. That on the completion of the said building and on receipt of the Builder full sum of all amounts due from all the Purchasers, the all Purchasers shall form an association of Flat Owners which shall repair and maintain the building and land property and which shall pay all the charges or various Government duties and levies and taxes or any other outgoing relating to the said property. The expenses accrued on all this accounts or any other account relating to the said land property and the building shall be payable by all the Flats Owners. The Flats Owner's Association shall be apex body relating to interest of all the Flats Owners and shall work for the peaceful living of all its members.
28. That until such time as such a association of the Flats Owners is formed the Intending Purchaser/s shall pay to the Builder proportionate share of expenses accrued for all municipal and other taxes and outgoing that may from time to time be levied against the land and the aforesaid building.
29. That no interest shall be payable on deposits or payments made by the Intending Purchaser/s to the Builder on any account.
30. That in case of delay in payment by the Intending Purchaser/s of any amount herein the Intending Purchaser/s shall be without prejudice to the other right of the Intending Purchaser/s Builder, also liable to pay interest at one % per month on such amount due. The due date shall be as per schedule- D of this presents.

- 31 The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
32. That Courts of Ranchi will alone have the jurisdiction in all legal matters arising out of or concerning this transaction.
33. That this agreement is prepared in duplicate. One copy is with the Intending Purchaser/s and other is with the Builder . Both will be treated as original for all the purposes.

SCHEDULE- A

All that piece and parcel of land All that piece and parcel of R.S Khata no- 171 and 187, Plot no- 72 and 74, Sub Plot no- 74+72/2, Area 4 Katha 10 Chhatak(7.64 Decimals), Sub Plot no- 74+72/4 Area 4 Katha 10 Chhatak (7.64 Decimals) and Sub Plot no- 74+72/3 Area 4 Katha (6.61 Decimal) total area 13 Katha 4 Chhatak (21.89 Decimals) bearing holding no- 1881, New Holding No____ward no- II/C new Ward No. 35 situated at Village Hehel Thana no- 203, P.S Sukhdeonagar District Ranchi, State- Jharkhand, having permanent heritable and transferable Chapperbandi right, which butted and bounded as follows :-

North :-Part of R.S Plot no- 74.
South :- 15 Feet wide Road.
East :- Part of R.S Plot no- 74 and 72/5.
West :- R.S Plot no- 74/1

SCHEDULE-B

All that the Flat no.- **3B**, on the 3rd Floor, having 1346 Sq. Feet Super Built-up Area, 1122 Sq. Feet Built-up Area,1021 Sq. Feet Carpet Area with one car parking space of the proposed multi storied residential building called "_____ with undivided proportionate share of schedule A land along with all common facilities amenities open space, corridor lift etc .

SCHEDULE-C

- 1.The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common areas and facilities including whitewashing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, staircase, landings, gutters, rain water pipes, motor pump, tube well, wiring and installation sewers, drains and all other common parts, fixtures, fittings and requirements in under or upon the building enjoyed or used in common by the Land Owners, PURCHASER, CO-PURCHASER or other occupiers thereto.
2. The cost of cleaning, maintenance and lighting the main entrance passages,

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. if any.

4. Municipal taxes and other taxes and other outgoing etc.

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

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

SCHEDULE-D

Total Cost of the flat/s with undivided share of land and car parking space payable in installment in the following manner :-

- (1) At the time of Booking : 10 % of total Amount
- (2) At the time of First Roof Casting :15% of total Amount
- (3) At the time of Second Roof Casting :15% of total Amount
- (4) At the time of Third Roof Casting :25% of total Amount
- (5) At the time of brick work n plaster :25% of total Amount
- (6) At the time of Possession :10% of total Amount

SCHEDULE-E

Specification for the Building :-

Foundation:	RCC
Structure	RCC frame structure.
Walls:	Fly Ash / Red Bricks Masonry.
Wall Finish:	Plaster and POP.
Floors:	Vitrified Tiles.

Doors: Flush Doors.
Windows: Aluminum Glazed Windows.
Toilets: Tiles and Standard Fittings.
Kitchen: Hind ware or equivalent.
Sanitary fitting: Counter Marbles, Stainless Steel Sinks.
Electricals: Anchor or equivalent.
Water supply: Through deep Tube well.
Other: Lift,

SIGNED AND DELIVERED by the, BUILDER and INTENDING PURCHASER/S on the date above written in presence of witnesses.

IN THE PRESENCE OF WITNESSES:

1. Signature : **BUILDER**

Name :

Address :

2. Signature :

Name :

Address :

INTENDING PURCHASER/S

Typed by :-