

Performa
AGREEMENT FOR SALE OF FLAT

This Agreement is made on-----

Between

MAJESTIC CONSTRUCTIONS AND DEVELOPERS PVT. LTD. through One of its Director **MR. RAJU SINGH S/o SRI RAM KRIT SINGH** having its Registered office at 1st floor on Majestic Plaza, West Boring Canal Road, P.S.-Sri Krishnapuri, Patna, hereinafter referred to as the **DEVELOPER/ VENDOR** which expression unless repugnant to the Context or meaning there of will mean and include its heirs executors, administrators, legal representatives, assignees and successors-in-interest .of the **FIRST PART**.
MOBILE No-9934641419.

AND

-----hereinafter referred to
as “**VENDEES/BUYERS/ PURCHASERS** of the **OTHER PART**.”

RECITALS

AND WHEREAS the Developer has entered into a Registered Development Agreement vide Deed No.8781 in Book no.1, Vol. no.175 on Pages from 527 to 544 in C.D. No.27, Dated-18-08-2015 registered at sub registrar office Danapur, with Landowner namely Sri Uday Kumar S/o Late Jamuna Singh, R/o GaNdhi Nagar, P.O.-Digha, Thana-Danapur, District-Patna for development of land measuring an area of approx 32.5 Decmil, **Situated at Mauza-Danapur Sahjadpur, Mohalla-Danapur Nagar Parishad k Dakhshin, P.S.-Code-113, Pargana – Phulwari at Present P.S.-Danapur, Survey Thana No.21, Tauzi, No.5406, Khata No.256, Survey Plot No.893 (Part)**, within the jurisdiction of district sub – registrar office Patna & Sub registrar office Danapur and framed a scheme for constructing a residential complex to be known as “**MAJESTIC JANKI CITY Block-D & E**”.

AND WHEREAS, the property is the ancestral property of Landowner who is in possession of the aforesaid land measuring 32.5 Decmil, and the Vendor/ Landowner father Jamuna singh registered partition the property on his brothers (i) Sri Ram Bishun singh, (ii) Sri Kailash Singh, (iii) Sri Brijnandan Singh, & Sri Jagdish Singh vide registered partition deed no.6575, Serial no.6440, Dated-16-12-1964 and thereafter jamuna singh death on his two sons Uday Kumar & Prashant Kumar devolved the property on his share and the Vendor/Landowner(Uday Kumar) is coming in peaceful possession over the same and has mutated his name in the state serista and paying rent to the state of Bihar through circle office Danapur as absolute owner within the limit of Danapur Nagar Parishad authority and sub registrar of Danapur and District Registrar office Patna in the Town and District of Patna.

AND WHEREAS, the Buyers has also inspected and/or otherwise satisfied himself about the building plans and is desirous of acquiring a Flat/Parking space in the said complex more fully described in the schedule “b” hereto upon the terms and conditions hereinafter mentioned.

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

1. In this agreement unless it be contrary or repugnant to the context.

1.1 "Developer" shall mean the builder above-named and its promoters as also its executors, successors and/or successors in interest, assigns representatives and nominee or nominees.

1.2 "Buyers" shall mean and include:

(A) If the Buyers be an individual then his/ her heirs, executors, administrators, legal representatives, successors or successors in interest, assigns.

(B) If Buyers be a Hindu Undivided Family, then its karta and members for the time being, their survivors and respective heirs, executors, administrators, legal representatives and assigns.

(C) In Case the Buyers be a Partnership Firm then its Partners for the time being their respective heirs and executors, administrators legal representatives and assigns, and in case Buyers be a joint stock company, then its successor or successors – in-interest and assigns.

1.3 "Land" Shall mean the said land, as fully described in the schedule "A" of this Agreement.

1.4 "Complex" shall mean all Flats, Parking Spaces, etc, to be constructed on the said land and to be known as "**MAJESTIC JANKI CITY, BLOCK-D & E**".

1.5 "Unit" shall mean any one flat or office or shop with Joint Ownership of its Floor, Roof and Walls as explained in the schedule "B" of this Agreement and shall also include the Parking Space if the same has been acquired by the Buyer/s,

1.6 "Building" shall mean the Multi- Storied Building in which Buyers has Purchased his Unit and/ or Units.

1.7 "The plans" shall mean the plans and designs of buildings to be constructed as **MAJESTIC CONSTRUCTIONS AND DEVELOPERS PVT. LTD.** including any variations therein which may subsequently be made by the builder/and/or architect or architects.

1.8 "Parking space" shall mean the open or covered space reserved on the demised Land or in the building sufficient for parking of a car and/or scooter as described in the letter of allotment.

1.9 "Architect" shall mean any person or person or firm or company whom the builder may appoint from time to time as the architect for the said complex.

2. The Buyers agrees to acquire from the Developer the said Flat hereinafter jointly referred to as the said unit more fully described in the schedule "B" hereunder at or for a total consideration as mentioned in part- I of schedule "C" hereunder written and the Developer has agreed to transfer the same in favor of Buyers at the said Consideration.

3. THE said total consideration has been calculated on the basis of super- built up area as detailed in schedule 'b' and in part- 1 of the schedule "c" hereunder written.

3.1 IN case any sales tax, purchase tax, Service tax/GST (Good Service Tax) or other government duty or tax (not being income-tax) is payable in relation to the said unit. The same shall be on the account of Buyers who further agrees and undertakes to keep the Developer indemnified against any such claim or demand that may be made by any authority.

4. THE Buyers shall make timely payment of all amounts due under this agreement whether demanded or not by the Developer, in default of payment of any amount in time, Buyers shall pay to the builder interest at the rate of 18% per annum it is specifically agreed that time for payment of the consideration amount as set out in part-II of the schedule "C" hereunder written, shall be the essence of this agreement.

5. On the Buyers not clearing all his dues along with interest 18% per annum within 60 days from the date the said amount become payable and/or committing default in payment on due date under this agreement

once and/or on the Buyers committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to cancel and the Buyers shall have no further right, title and interest over the said unit which shall be allotted to any other person, the Developer so agrees/desires and apart from interest at the rate of 18% per annum on all delayed payments of the total consideration amount mentioned in part i of the schedule 'C' hereunder written, the Developer after making such appropriation shall refund the balance amount to the Buyers within 120 days from the date of such termination.

6. Provided that the entire consideration amounts and deposits etc. due by the Buyers to the Developer under this agreement are paid to the Developer and the Buyers performs all the terms and condition and stipulations contained herein to be performed and observed, the Buyers shall be entitled to peacefully hold, possess and enjoy the said unit without any interruption by any person or persons lawfully or equitably claiming for under or entrust for the Developer, the Buyers shall get the flat registered within 3 months of handing over the unit.

7. After occupation, the Buyers shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the Developer, the Buyers shall keep the common area and the compound of the said building and the said complex neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep and store any goods, furniture, etc., in common spaces entrance stair cases etc, nor shall use the same or the said unit for any illegal purpose or in the manner which may cause annoyance to the buyers of other units in the building or the complex.

8. The Buyers shall carry out all internal repairs of his said unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and bye- laws of the municipal corporation and shall not do or allow to be done anything in or upon the said unit or the said building or the said complex which may be against the rules and bye- laws of the corporation, or any other local authorities and the Buyers shall be responsible to municipal corporation, and /or any other local authorities for any thing done in connection with the said unit and/or the said building and/or the said complex and shall be liable for the consequences thereof, the Buyers shall also always keep the Developer indemnified from all losses and payments which the Developer may hereto suffer or have to pay on the Buyers behalf at any time in future.

9. The Developer shall have the first charges and lien on the said unit to be acquired by the Buyers in respect of any amount liable to be paid by the Buyers under the terms and conditions of this agreement and the Buyers shall not sublet, transfer, assign, sell, part with possession or in any way dispose off the said unit or his interest there in or there under without prior written consent of the Developer.

10. The Buyers shall have no right, title or interest of any nature whatsoever in the common area save for the purpose of ingress and egress, right of easements common right of use and enjoyment.

10.1 All amounts paid and/or to be paid herein by the Buyers to the Developer shall duly be paid and be deemed to be the payment towards the proportionate land value and construction costs of the said complex.

11. For the purpose of formation of the association of persons doth hereby nominates, constitutes and appoints the Developer as its true and lawful attorney to do all acts, deeds and things as may be necessary for the same and agrees to grant such other powers and/or authorities in favor of the Builder as may from time to time be required by the Builder.

12. The Buyers covenants with the Developer and through him with the buyers of the other units that he/she shall not ever demolish or cause to be demolished any part of the said building or any part or

portion of the other buildings and shall not at any time make or cause to be made any construction of whatsoever nature in such complex or in the said building or any part thereof. The Buyers further covenants that he/she shall not make any additions or alterations to the said unit, without the previous consent in writing of the Builder or the said association/s when so formed.

13. The Buyers shall have no claim save and except the said unit hereby agreed to be acquired and detailed and explained in the schedule "B" hereunder given, it being agreed that all common spaces, parking spaces, lobbies, stair-cases, roof and/or terraces of all the building and unsold units etc, in the said complex shall be the exclusive property of the Developer & Landowner in their proportionate ratio.

14. The Builder shall have the right to construct and raise stories or put up additional structures on such roof and/or the vacant land of the complex and such additional structure and/or construction shall be the sole and exclusive property of the Builder who shall be entitled to deal with or dispose of the same in such manner as the builder may deem expedient and the Buyers shall not be entitled to raise or set up nor shall raise or create any obstruction of any nature whatsoever on such right of the builder nor the Buyers shall claim any right, title and interest in such additional structures constructed or raised on such roof or vacant land in the said complex.

15. All costs, charges and expenses in connection with formation of said cooperative housing society/s or limited company/s or the association/s as the case may be as well as the costs of the preparing executing and registering of the agreement, conveyance, transfer deeds and any other documents required to be executed by the Developer as also the professional costs of the attorneys of the builder for preparation and approving such documents and also the stamp duty applicable at the time of conveyance, shall be borne and paid proportionately by the Buyers and that the Developer shall not be liable to contribute anything towards such expense, the expected proportionate share of such costs, charges and expenses, shall be payable in advance by the Buyers immediately on demand being made by the Developer in this regard.

16. In case any security or deposit is demanded by the electricity authorities, municipal authorities or any other local authority for supply of electricity, water, gas or any other facility of utility or amenity, the Buyers shall contribute proportionately towards such security or deposit as shall be determined by the Developer.

17. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time by the Developer to the Buyers shall not be construed as a waiver on the part of the Developer of any breach or noncompliance of any of the terms and conditions of this Agreement by the Buyers nor shall the same in any manner prejudice or limit the rights of the Developer.

18. All letters receipts and/or notice issued by the Developer and dispatched under certificate of posting to the above address or such address as may be intimated by the Buyers shall be sufficient proof of receipt of the same by the Buyers on the 4th day from the date of dispatch.

19. That the Developer reserves the absolute right to escalate the cost of the said Flat if the cost of the input to the said project increases beyond a pre-determined level (February-2017), as per the standard escalation formula. The PURCHASERS agree to pay the same to the Vendor.

20. That upon completion of the said Flat and on receiving a notice from the Vendor to take over the possession of the said Flat the PURCHASERS will settle accounts with the Vendor within a specified period of 15 days. The PURCHASERS undertake to do the same failing which the Vendor cannot be bound down to entertain the claim of the PURCHASERS made in these respects.

21. The PURCHASERS also undertake to pay one time maintenance deposit, to the Vendor/Developer towards common expenses for lifts, common lights, watchman, liftman, sweepers and other employees and other expenses necessary and incidental to the maintenance of the services until a committee of flat PURCHASERS takes over the administration of the building. The PURCHASERS undertake to pay to the Vendor the deposit as required towards the above mentioned expenses. The amount will be decided before six months of possession or maintenance of majestic janki city will be operated by an agency. & PURCHASERS has no objection for this.

22. In case the Buyers has observed and has strictly followed all the terms and conditions of this agreement and gives a written notice to cancel this agreement, than in that event the Developer shall cancel this agreement and after deducting 2% of the total consideration amount of the said unit or rupees One Lacs which ever is grater from the amount received from the Buyers till that date, refund the balance amount to the Buyers within 180 days from the date of such cancellation, however the Buyers shall be entitled to exercise this option within a period of six months from the date of this agreement where after this clause shall automatically be deemed to have become inoperative and enforceable.

23. That the external Developmental charges, Infrastructure Development Charges or any other charges as may be demanded by the Authorities will be charged additionally and shall be paid by the intending Purchaser as and when demanded by the Company or as per the price list/payment plan given.

24. That the intending allottees shall not be entitled to get the name of his or her nominee substituted in his/her place without the prior written approval of the Company.

25. The common facilities, conveniences, amusements, club, swimming pool etc. shall be operational on completion of the entire project, irrespective that the possession has been handed over to the allottees and further the allottees will have no title rights over the same and these will belong to the Developer.

26. That the Developer has proposed to handover the possession of the flat by December-2019, with a grace period of one year. However, the aforesaid completion period is subject to "Force Majeure" for which the Developer will be entitled for extra time in the case of any litigation and such happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock-out exceptionally inclement weather and any other Act of God.

27. IN CASE ANY DISPUTE OR DIFFERENCE ARISE:-

(A) Before the delivery of possession or on the date of possession between the Developer and the Buyers relating to the interpretation of any of the terms and conditions of this agreement, then the same shall be referred to the arbitration, such arbitration shall take place in accordance with the provisions of the arbitration and conciliation Act, 1996 as amended from time to time.

(B) After the delivery of possession or after the date of possession in matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the Buyers and any employers of the Builder or any other Buyers or buyers of other units, all such matters shall be referred for arbitration to the builder, or to the nominee or nominees of the builder, such arbitration shall take place in accordance with the Provisions of the Arbitration Act and shall be final and binding up on all.

28. Any liability arising out of amendment in stamp duty in Bihar finance Act 2001 shall be borne by the Buyers/PURCHASERS.

29. The courts having original jurisdiction in the town of Patna alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

30. This agreement supersedes all other Agreements and/or Agreements hereto before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.

31. If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32. That the Rent/Proceeds of the Hoardings/Advertisements on all sides of the external elevation and remunerations from installation of electronic or T.V./Telephone Towers on top roof of the building shall be payable exclusively to the Vendor/Developer without any demand or objection from the Vendees or association of the Vendees.

THE SCHEDULE "A" ABOVE REFERRED TO:-

Description of land on which "MAJESTIC JANKI CITY BLOCK-D & E" complex stands :- All that piece or parcel of Land measuring an area of approx 32.5 Decimil. Situated at Mauza-Danapur Sahjadpur, Mohalla-Danapur Nagar Parishad k Dakhshin, P.S.-Code-113, Pargana – Phulwari at Present P.S.-Danapur, Survey Thana No.21, Tauzi No.5406, Khata No.256, Survey Plot No.893 (Part), within the Jurisdiction of District Sub – Registrar, Patna & Danapur , and bounded as follows:-

BOUNDARY OF LAND:-

NORTH :- Bhagwan Singh.

SOUTH :- Ramyatan Singh.

EAST :- Internal road

WEST :- Sri Dewki Lal.

THE SECHEDULE "B" ABOVE REFERRED TO :-

ALL THAT FLAT NO.----- on ----- Floor in Block-----, measuring built-up area ----- Sq.ft. and area according to RERA ----- sq.mtr. alongwith one reserved Car Parking space no----- on ground floor of the building known as "MAJESTIC JANKI CITY BLOCK-D & E" WHICH COMPRISES OF THE FOLLOWING:-

BOUNDARY OF FLAT NO----- on ----- Floor

NORTH:- -----

SOUTH:- -----

EAST :- -----

WEST :- -----

(A) Carpet area comprised within the said unit, however, the roof of the said unit shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it similarly the floor of the said unit as well shall as the roof of the unit or units below it and the roof and the floor of the said unit shall jointly belong to the Buyers and the buyers of other units directly above and under the said unit.

(B) The walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from the other units from the other units on the same floor shall belong to the Buyers and the said common wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the Buyers and Buyers or buyers of the other units or units.

(C) Undivided proportionate share in the land and common space in the said building like staircase landings on all the floors common electrical meter room, common passage and lobby on all floors etc. as well as water pump rooms, community hall, society office and all common service etc. in the said Building.

(D) Reserved car parking spaces no-

PART -1 OF THE SCHEDULE "C" ABOVE REFERED TO

TOTAL CONSIDERATION FOR TRANSFER OF THE SAID UNIT SHALL BE

(i) Basic Price of Flat- Rs.-----

(ii) Location charge, floor charge and other charges Rs.-----

Total cost of Flat no.----- Rs.-----

(Rupees-----) only.

PAYMENT RECEIVED:-

PAYMENT PLAN

Installment Payment Plan

- | | |
|---|-----|
| 1. Two Months after Booking - | 25% |
| 2. At the time of casting of ground floor - | 10% |
| 3. At the time of casting of 1 st floor - | 10% |
| 4. At the time of casting of 2 nd floor - | 10% |
| 5. At the time of casting of 3rd floor - | 10% |
| 6. At the time of casting of 4 th floor - | 10% |
| 7. At the time of casting of 5 th floor - | 10% |
| 8. At the time of Brick work & flooring - | 10% |
| 9. Balance at the time of possession. | |

(i) All other miscellaneous charges to be paid 6 months prior to possession.

(ii) GST & Registration charges born by the PURCHASERS..

(iii) Local cheques and draft to be issued in favour of **MAJESTIC CONSTRUCTIONS AND DEVELOPERS PVT. LTD. Payble at Patna.**

Note: In Case of default of payment of any amount in time you shall pay to the company an interest @ **18%** per annum compounded every month on the entire amount which become due. However, if you fail to clear the outstanding dues even in **60 (sixty) days** from the date of receiving bill, in that event the company shall be entitled to cancel your allotment and refund your deposit after deducting administrative charge. & cancellation charges.

All other terms, Conditions & Specifications provided in the Brochure to the Buyers along with this Agreement

SPECIFICATION OF FLAT

- | | | |
|-----------------|--|-----|
| Foundation | : R.C.C cast – in situ / under-ream Pile Foundation or as | per |
| | structure design. | |
| Super Structure | : R.C.C. Frame Structure with brick work in cement Mortar as per design of specification as Architects/Consultant. | |
| Door | : All door frame will be seasoned hard wood, all door panel with 32 mm thick flush door painted with two coats of synthetic enamel paints. | |
| Window | : Fully wooden frame and wood panel with plain glass. | |
| Flooring | : All covered are inside the flats will have of Marble flooring. | |
| Kitchen | : Green top Kitchen platform with Steel Sink and 2'-0" dado Glazed tiles, marble or ceramic tiles flooring. | |
| Toilet | : All C.P. Fittings will be of standard make chromium planet/Ceramic/Glazed tiles dado up to a height of Six Feet on the wall only one bathroom of every flats have hot & cold water supply pipeline for shower. only one basin in every flat. | |
| Finishing | : Internal wall & Ceiling finished with P.O.P. of plaster. | |

- Cupboards : only space shall be provided for built in wardrobe space at suitable places without any wooden work.
- Fitting : All fitting shall be of Natraj/Equivalent or ESS Mark.
- Electrical : Counseled P.V.C. Conduit washing with super standard qualify electrical accessories, I.S.I Fitting.
- Water : Water supply from own deep tube-well.
- Generator : Kirloskar / Crompton Greaves / Eicher / Mahindra / Generator of adequate capacity.
- T.V.Dish /Telephone : T.V. / Dish/Telephone/Inter Com. Point will be provided in each flat.

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBSCRIBED THEIR HANDS/ SEALS TO THESE PRESENTS IN THE PRESENCE OF WITNESS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED BY DEVELOPER/BUILDER

SIGNED BY VENDEES/BUYERS

WITNESSES:-

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