

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Jhansi, this ___th day of ____ of year 20....

BETWEEN

PITAMBRA HOUSING LLP, through its Designated Partners **Shri. Aman Madaan** son of Shri. Avtar Singh Madaan R/O 452/2A C.P. Mission Compound, Jhansi, **Shri. Shashikant Dwivedi** son of Late Shri Vishambhar Prasad Dwivedi R/O 1054/2A, Khati Baba Mandir Isai Tola, Jhansi, **Shri. Pavan Kumar Sahu** S/O Shri Santosh Sahu R/O 91/1 Civil Lines, Jhansi (U.P.), hereinafter referred to as the “**DEVELOPERS/ OWNER**” FIRST PARTY

AND

Mr. _____ /O Mr. _____ R/O _____, hereinafter referred to as the “**PURCHASER**”, SECOND PARTY.

WHEREAS:

1. The Developers are developing a residential project in the name of “NAMO PARADISE”, situated at Kanpur–Gwalior Bypass, Mauza Simardha, Jhansi (U.P.), comprising the following land parcels: Arazi No. 406, 237(MI), 238(MI), 239 (MI), 257(MI), 256, 409/408, 398, 405(MI), 408, 400, 408/399, & 410, Mauza- Bhojla & Arazi No. 264/237(MI), 238(MI), 239(MI), 257(MI), 237(MI), 240, (236/1), (257/3), Mauza Simardha, Jhansi (U.P.). The Developers are developing under plotted development. The Developers hereby agree to sell one unit to the Second Party (Purchaser) in accordance with the terms and conditions mentioned in the Booking Application Form and this Agreement for Sale.
2. The Second Party agrees to purchase Plot No. ____, classified as Type –__ (Block __), having Plot Area ____ Sq. Mtr. (____ Sq. Ft.), as per the JDA-approved plan, subject to the terms and conditions mentioned herein :
 - i. The development of plots shall be done as per the guidelines/bye-laws of Jhansi Development Authority (JDA Approved Permit No. JDA/LD/25-26/0202/12092025 and RERA Reg. No. UPRERAPRJ.....)
 - ii. Purchasers have seen the approved layout plan by Jhansi Development Authority and after being completely satisfied have done the booking.
 - iii. There can be variation in the layout plan if deemed fit at any stage, though the variation (Plus or minus) in built up area would not be more than 5%, for which no change in sale price would be done.
 - iv. If the First Party makes any changes in the existing Approved Layout Plan and resubmit the layout map for revision to Jhansi Development Authority for revised approval, there will be no objection by the second party.
 - v. Extra work, if any, shall be charged extra. Taxes as applicable will be levied.
 - vi. All taxes, levies, duties, cess, GST, or any other amount charged by any Government / Government Agency / Controlling Authority shall be paid extra by the Purchaser / Allottee.
 - vii. Payment to be made after deduction of applicable TDS, as per provisions laid under the Indian Income Tax Act, 1961, presently applicable on a property having value more than Rs. 50.00 Lakhs.
 - viii. In the event of the applicant(s)' demise without a designated nominee, the booking will be deemed cancelled, and the deposited fund against the particular booking shall be reimbursed only upon the receipt of a valid succession certificate from the competent Hon'ble Court.

- ix. Registered Sale Deed to be made in the name of the applicant(s) only. If applicant(s) wants his registered sale deed to be done in applicant's blood relation then it will be only done after the consent of **developer/promotor**.
 - x. If the applicant gets his / her registry done in the name of any person other than blood relation, then they'll pay the amount of Rs. 0,00,000/- (Rupees only) to the Developer, as Transfer Charges.
 - xi. In case of failure regarding payments according to the said conditions finalized by the customer at the time of booking then the developer will issue a notice for grace period of 15 days, after that the Developer shall have all the liberty to cancel the said Plot without any further notice to the customer, and the cancellation clause will be applicable.
 - xii. In case of any dispute between the parties (seller & buyer), the same will be settled through arbitration only.
 - xiii. The Purchaser shall pay/deposit, prior to possession or registry (whichever is earlier), a sum of Rs. 0,00,000/- (Rupees Only) for Type-A (Block A) units and Rs. 0,00,000/- (Rupees Only) for Type-B (Block B) units, in favor of the Society, as a security deposit for maintenance.
 - xiv. In case of booking cancellation, the Developer shall have full liberty to forfeit 10% and GST paid on the total consideration money of the Plot and the amount payable to the bank or financial institution with interest which has been financed for the said Plot. The Developers shall refund the financed amount with interest to the bank or financial institution first, and the balance amount shall be refunded to the applicant within 90 days, without any interest. The Developer shall be fully entitled to enter into fresh booking with any intending buyer/purchaser after cancellation of the applicant's booking.
3. Sales Price excluding GST - Rs. 00,00,000/- (Rupees _____ only) excluding Society Maintenance.
 4. Total Sale Consideration with GST 5% :- **Rs.00,00,000/-** ((Rs.00,00,000 + Rs.00,000) (Rupees _____ only)
 5. Bounded By :-

East - _____	West - _____
North - _____	South - _____
 6. Second party has paid a sum of Rs.000000/- via TXN No. _____ dated dd.mm.yyyy drawn from _____ against booking as booking advance.
 7. The balance payment is to be made according to the Construction Link Plan mentioned in Point No. 08.

8. Payment Plan – Construction Link Plan

SCHEDULE OF PAYMENT	per%	OTHER CHARGES
Booking Installment	10%	
Booking 2 nd Installment (within 30days from the date of booking)	10%	
On Completion of Plinth Level	10%	
On Completion of 1st Slab (Ground Floor Slab)	20%	
On Completion of 2nd Slab (First Floor Slab)	20%	
On Completion of 3rd Slab (Second Floor Slab + Brick Work)	15%	
On Completion of Plaster Work	5%	
On Completion of Plumbing + Finishing	5%	
At the time of possession	5%	100% of Security Deposit For Maintenance

9. Cost of Stamp Duty, Registration charges & Legal Charges, of this Agreement shall be paid by the Second Party

10. The First Party shall execute the registered Sale Deed in favour of the Second Party within 60 months from the date of this Agreement, or at the time of possession/registry (whichever is earlier), subject to receiving full payment as per the scheduled plan.

Note - Corona or any other pandemic period shall not be counted within the 60 months; such period shall automatically be added to the completion period.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at Jhansi, on the __ day of _____ and the year _____ hereinabove written

Parties

(1) SIGNED SEALED AND DELIVERED

(2) SIGNED SEALED AND DELIVERED

by the within named “**SELLER**”

by the within named “**PURCHASER**”

Witnesses

1.

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2.

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