AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of July, 2026 By and

BETWEEN

KHYATI INFRASTRUCTURE PVT. LTD., having its registered office at 120, Anandpuri, Boring Canal Road, Patna-1, P.O.- Boring Road, P.S.-S.K.Puri, District- Patna, State Bihar, which is registered under the Companies Act 1956, bearing its registrtaion no. U51503BR2008 PTC013874, through its Managing Director ***Sri Rakesh Kumar*** (Age 48 years approx) Son of Shree Shyam Narayan Sinha, resident of 120, Anandpuri, West Boring Canal Road, Patna-800001, P.O.- Boring Canal Road, P.S.- Sri Krishnapuri, Distt.- Patna, Nationality Indian, hereinafter called and referred to as the "**BUILDER/VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereto mean and include its administrators, legal representatives or successor-in-interest) of the **FIRST PART.**

PAN- Aadhar no. **6435 2994 8336**

GST no. Mobile-

Rera Registration no.-**BRERA**.....

A N D

Sri ....., (Aged about ..... years), Son of ....., resident of ....., Indian Citizen,

PAN : **Aadhaar No.**

Mobile-

The above named party hereinafter referred to as the **BUYER/ VENDEE/ ALLOTTEE** (Which expression shall unless excluded by or repugnant to the context mean and include their Successors, Legal heirs, Executors, Administrators and assign) of the **SECOND PART .**

The Developer / Vendor and Allottees s/ Vendees shall hereinafter jointly be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,.

(a)"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b)"Appropriate Government" means the State Government;

(c)"Rules" means the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act,2017;

(d)"Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2017;

(e) "Section" means a section of the Act.

WHEREAS :

The "Owners" are the absolute and lawful owners of the land measuring an area of 14 Kathas (Fourteen Kathas) i.e. equivalent to 43.75 Decimal, Situated at Mohalla- Shikandarpur Biscut Factory More, Thana Code-041, Mauza- Shikandarpur, P.S.- Danapur, District- Patna, bearing Thana no. 17, Tauzi no. 5854, Khata no. 129 and 167, Survey Plotno. 365

and 361 Part, Sub Registry Office Danapur and District Registry Office, Patna.

WHEREAS, the land over which the aforesaid multistoried building complex has been constructed presently belong to the land owner namely (1) Sri Ashish Kumar and (2) Sri Devashish Kumar Gupta. Land Owner's Grand father Dr. Mahendra Prasad Son of Shiv Ratan Sao, residentof Danapur Sahjadpur, P.S.- Danapur, District- Patna purchased the scheduled land measuring an area of 32 decimal through a registered deed of absolute sale from Syed Meer Alauddin Son of Syed Meer Sayed Uddin, resident of Police Line, Patna, which is registered in the office of the Sub Registry Office, Danapur, in Book no.1, Volume no. 36, Pages 142 to 146, bearing Deed no. 4804/1947 dated 16.09.1947. Since then Dr. Mahendra Prasad came in actual, physical possession over the land and died leaving behind his two son namely Navin Chandra Gupta and Satish Chandra Gupta. After the death of Dr. Mahendra Prasad his two son namely Naving Chandra Gupta and Satish Chandra Gupta partitioned the property on 03.02.1990 through Khangi Batwara. According to the partition the scheduled property came in the share of Navin Chandra Gupta. Thereafter Naving Chandra Gupta came in actual, physical possession over the same and mutated his name in the State Serista and paying rent to the State of Bihar. Navin Chandra Gupta died leaving behind his wife Sharda Gupta, two Son Ashish Kumar and Devashis Kumar Gupta and two daughter Anita Gupta and Namita Gupta.

The above named landowners and the Developer have entered into **Registered Development Agreement** with respect to aforesaid land and got the same registered on **12.01.2016**, being deed No.**246**, entered in Book No.1, Volume No.6, pages from 140 to 161, C.D. No. 1/2016 registered at District Registration Office Patna.

A. The Said Land is earmarked for the purpose of constructing a residential building, comprising G + 9 multistoried apartment buildings and the said Projects shall be known as **"NAVIN CHANDRA COMPLEX"**

B. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which the said Project is to be constructed have been completed;

C. The Nagar Parishad Danapur Nizamat has granted the commencement certificate to develop the Project vide Plan No. **15/26-27 (Revise).....**

D. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, from Patna Municipal Corporation, vide Plan Case **15/26-27 (Revise)......, dated .....** The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

E. The Developer has registered the project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna, on 06/04/2022 under registration no.**BRERA.....**

F. The Allottee had applied for an Flat in the Project vide application no. Nil dated Nil and has been allotted **Flat no. .....**, having Super built up area of **.....** Sq.Ft approx type **..... BHK**, on **.....** floor of **"NAVIN CHANDRA COMPLEX"** along with **.....** parking spaces on the Ground floor of the building as permissible under the applicable law and of prorata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Flat" more particularly described in **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

H. 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;

I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, is now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottees hereby agree to purchase the Flat/ Apartment and the garage/covered parking (if applicable) as specified in para No. G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1 **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell and the Allottees hereby agree to purchase, the Flat/ Apartment as specified in para- G.

1.2 The Total Price for the Flat/ Apartment based on the Super buildup area is Rs. **...../-** (Rs. .....) only.

Break up and description:

Flat No. ....., on ..... floor.

Cost of Flat **Rs. ...../-** (Rs. .....) excluding GST at current rate.

Garage/Covered parking.-1 (Inclusive in above price).

Explanation:

(I) The Total Price above includes the booking amount to be paid by the Allottee to the Developer towards the Flat / Apartment Rs. **...../-** (Rs. .....) only.

(II) The Total Price above include Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the apartment/Flat to the Allottee s and the project to the association of Allottee or the competent authority, as the case may be, after obtaining the completion certificate. Besides the aforesaid consideration amount, the Allottee have to pay GST as per the prescribed rate to the concerned department. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased/ reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottees ;

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment

demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para1i etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/Rule/Regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").

1.5 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ XXX % per annum for the period by which the respective installment has been pre-pond. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.

1.6 It is agreed that the Developer shall not make any additions and

alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities. (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate' is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee , the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of Apartment No....., inclusive of proportionate area of land of Plot.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii)That the computation of the price of the Flat/ Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift,

water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes Cost for providing all other facilities, amenities and specifications to be provided within the Apartment No....., of **"NAVIN CHANDRA COMPLEX".**

(iv) The Allottee have the right to visit the project site to assess the extent of development of the project and his apartment, as the case maybe.

It is made clear by the Developer and the Allottee agree that the Flat No. ....., along with ..... garage/parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority person.

The Allottee have paid a sum of Rs...../- (Rs. ....) only as booking amount being part payment towards the Total Price of the Flat No....., at the time of application the receipt, which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat No....., as prescribed in the Payment Plan [Schedule C as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the Allottee

delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allotte shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Schedule-C through A/C Payee cheque/demand draft/ bankers cheque or online payment (as applicable) in favour of **KHYATI INFRASTRUCTURE PVT. LTD.** (Project **"NAVIN CHANDRA COMPLEX"**) Payable at .....

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement 'shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in pare 3.1 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and

such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OFPAYMENTS**:

The Allottee authorizes the Developer to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding of the Allottee against the Flat No. ....., if any, in their names and the Allottee undertake not to object/demand/direct the Developer to adjust their payments in any manner.

5. **TIME IS ESSENCE**:

The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Flat/ Apartment to the Allotteesand the common areas to the association of Allottee or the competent authority, as the case may be. The project will be completed on or before ..... and the flat will be handed over to the respective Allottee only after making the full and final payment.

6.**CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee have seen the proposed layout plan, specifications, amenities and facilities of the Apartment No. ....., and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [bye-laws of Patna Municipal Corporation building Rules and Regulation, and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7.**POSSESSION OF THE APARTMENT.**

7.1 Schedule for possession of the said Apartment No. ..... The

Developer agrees and understands that timely delivery of possession of the Apartment No.....,to the Allottee and the common areas to the association of Allottee s or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Flat/ Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project on or before ..... unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other natural calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agree that the Developer shall be entitled to the extension of time for delivery of possession of the Flat / Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agree and confirm that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the Allottee within 45 days from that date. The Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agree that they shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat / Apartment' to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate]. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Allottees, as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over the occupancy certificate of the apartment/plot,

as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Flat/ Apartment Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Apartment No....., from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment No....., to the Allottee. In case the Allottee fail to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para7.2.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5 Cancellation by Allottee — The Allottee shall have the right to cancel/ withdraw her allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 days of such cancellation.

7.6 **Compensation** — The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment No....., (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under

the Act; or for any other reason; the Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment No. ....., with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment No.5003, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

The Developer hereby represents and warrants to the Allottee as follows:

(i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment No. .....

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment No....., are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment No....., and common areas;

(vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Developer has not entered into any agreement for sale and/or

development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat / Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment No....., to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat / Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said("property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

9.**EVENTS OF DEFAULTS AND CONSEQUENCES**:

9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

(i) Developer fails to provide ready to move in possession of the Apartment No. .....,to the Allottee within the time period specified in

pare 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Developer under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment No. ....., which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for 02 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 02 consecutive months after notice from the Promoter in this regard, the Developer may cancel the allotment of the Apartment No....., in favour of the Allottee and refund the money paid

to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.

10.**CONVEYANCE OFTHE SAID APARTMENT**:

The Developer, on receipt of Total Price of the Apartment No....., as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment No. ....., together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fail to deposit the stamp duty and/ or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Developer is made by the Allottee.

11. MAINTENANCEOF THE SAID BUILDING & APARTMENT / PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee s upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment No.....

12. **DEFECT LIABILITY**:

It is agreed that in case any structural defect relating to such development is brought to the notice of the Developer within a period of 05 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13.**RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Developer/maintenance agency/association of Allottee shall have rights

of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Apartment No.....,or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

14.1 Use of Service Areas: The service areas, if any, as located within the **"NAVIN CHANDRA COMPLEX"**, shall be earmarked for purposes such as parking spaces and services including common area but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

14.2 The Developer / Land Owner of the the **"NAVIN CHANDRA COMPLEX"** will enter into an agreement with an advertising agency of its choice for granting the said advertising agaency an exclusive right to put an independent illuminated advertisement Hoarding/ structure/LED display board on the façade of the project building for a mutually agreed period on a fixed lease rental basis,to be entered at the time when the construction of structure of the project building is complete. That the said illuminated advertisement hording/structure/LED Display board will have a separate/ independent electricity connection, the electricity bill of which will be borne by said advertising agency. That the said advertising agency shall bear all the cost of erecting and installation of the said illuminated advertisement hording /structure/LED display board. That the said advertising agency will be free to run/show/display advertisements of its clients on the said illuminated advertisement hording/ structure/ LED display board as per its own arrangement with its clients.

14.3 The Allottee hereby explicitly acknowledges that he has No Objection whatsoever regarding the above point 14.2 siad agreement to be entered between the Developer and an advertising agency of its choice for putting up an independent illuminated advertising agency of its choice for putting up an independent facade of the project building and that the Allottee

understands that this arrangement between the Developer and the said advertising agency will be for his own welfare and for the common welfare of all the residents of the project and that the Allottee will honour and abide by the said agreement in torality.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment No.....,at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment No....., or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat / Apartment and keep the Flat /Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that they would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face, facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment No.....,or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment No.....

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee . The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.**COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of an Apartment No.....,with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL.CONSTRUCTIONS:**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. **PROMOTERSHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement that he shall not mortgage or create a charge on the Apartment No....., Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee, who have taken or agreed to take such Apartment No.....,Building.

19.**APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):**

The Developer has assured the Allottee that the project in its entirety is in accordance with the provisions of the Bihar Apartment and Ownership Act, 2006. The Developer showing compliance of various laws/regulations as applicable in the state of Bihar.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar namely Sub. Registrar, Patna, Bihar as and when intimated by the Developer. If the Allottee (s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which is not rectified within 30 (thirty) days from the date of its receipt by the Allottee , application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21.**ENTIRE AGREEMENT**:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/ Apartment/ building, as the case may be.

22.**RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

23.**PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOITEE / SUBSEQUENTALLOTTEES :**It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment No....., and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment No.....,in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE**:

24.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottee .

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement 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 Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain

valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the carpet area of the Flat/ Apartment bears to the total carpet area of all the Apartments in the Project.

27. **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee , in Sub. and Sadar Registry office, Patna. Hence this Agreement shall be deemed to have been executed at Sub. and Sadar Registry office, Patna.

29. **NOTICES:**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below:

Name of Allottees :

Name of the Developer :KHYATI INFRASTRUCTURE PVT. LTD., having its registered office at 120, Anandpuri, Boring Canal Road, Patna-1, P.O.- Boring Road, P.S.-S.K.Puri, District- Patna, State Bihar,

It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee , as the case may be.

30.**JOINT ALLOTTEES :**

That in case there are Joint Allottee all communications shall be sent by the Developer to the Altottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Allottee .

31.**SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the altottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32.**GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION**:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act,

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

Witnesses :-

1.

Signature of the Promoter/ Builder/Developer

2.

Signature of the Allottees/ Buyers/Purchasers

SCHEDULE-A

DETAILS OF LANND OWNED BY THE LAND OWNERS

All that piece and parcel of vacant land measuring an area of 14 Kathas (Fourteen Kathas) i.e. equivalent to 43.75 Decimal, Situated at Mohalla- Shikandarpur Biscut Factory More, Thana Code-**041**, Mauza- Shikandarpur, P.S.- Danapur, District- Patna, bearing Thana no. 17, Tauzi no. 5854, Khata no. 129 and 167, Survey Plotno. 365 and 361 Part, Sub Registry Office Danapur and District Registry Office, Patna, Circle Office- Danapur, Vide Jamabandi no....., which is bounded and butted as follows :-

BOUNDARY

North — Road
South — House.
East — Plot of Namita Gupta.
West — Cold Store.

SCHEDULE-A-1

DESCRIPTION OF THE APARTMENT AND THE GARAGE/COVERED PARKING SPACE ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

Flat no. ..... on the ..... floor, of **"NAVIN CHANDRA COMPLEX"** having Super built up area of ..... Sq.Ft.feet, alongwith **01** reserve car parking spaces on the **Ground** floor, along with undivided proportionate share of land, Situated at Mohalla- Shikandarpur Biscut Factory More, Thana Code-**041**, Mauza- Shikandarpur, P.S.- Danapur, District- Patna, bearing Thana no. 17, Tauzi no. 5854, Khata no. 129 and 167, Survey Plotno. 365 and 361 Part, Sub Registry Office Danapur and District Registry Office, Patna, which is bounded and butted as follows:-

Boundary-

North :
South :
East :
West :

SCHEDULE 'C' - PAYMENT PLAN.

1.	At the time of booking	:	10% of Sale value
2.	At the time of casting of 1st slab	:	8% of Sale value
3.	At the time of casting of 2nd slab	:	8% of Sale value
4.	At the time of casting of 3rd slab	:	8% of Sale value
5.	At the time of casting of 4th slab	:	8% of Sale value
6.	At the time of casting of 5th slab	:	8% of Sale value
7.	At the time of casting of 6th slab	:	8% of Sale value
8.	At the time of casting of 7th slab	:	8% of Sale value
9.	At the time of casting of 8th slab	:	8% of Sale value
10.	At the time of casting of roof	:	8% of Sale value
11.	At the time of finishing of respective floor		:8% of Sale value
12.	At the time of conveyance of sale deed:		10% of Sale value

Note : Possession will be delivered only after making full and final payment.

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

SIGNED AND DELIVERED BY THE WITHIN NAMED:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Signature : _____