AGREEMENT FOR SALE

This **Agreement for Sale ("Agreement") executed on this Day of ……, 2026 (Two Thousand Twenty Six).**

BY AND BETWEEN

WINSOME REALCON (PAN-AEPPR1404L, GSTIN-10AEPPR1404L1ZL), a Proprietorship firm, having its Registration Mark and Name-P.T./TBSE_REG/2021/ 06830, represented through its Proprietor **MR. SANJEEV KUMAR** (D.O.B.-09-03-1972/Aged about-52 Years, Mobile-9123230464, Aadhaar No.-6263 7739 7864), Son of Sri Rajeshwar, Address-101, Suksha Presidency, Ram Jaipal Road, Bailey Road, Danapur, P.S.-Rupaspur, District–Patna in the State of Bihar, PIN-801503 and address as per Aadhaar-G503, Mystique Moods, Town Square Jawal, Viman Nagar, Pune City, Pune in the State of Maharashtra, PIN-411014, Nationality-Indian, hereinafter referred to as the **"PROMOTER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns).

This deed is being executed by Proprietor Namely **MR. SANJEEV KUMAR and handed over to the Authenticated Power of Attorney Holder MR. NITISH KUMAR** (D.O.B-01-02-1991/Aged about-34 Years, Aadhaar No.–9606 9612 0144, Mobile-9264192538, Caste-Kurmi, Profession-Private Job), Son of Mr. Umesh Singh, resident of Kabristan Road Nasriganj, P.O. and P.S.-Digha, Town and District-Patna in the State of Bihar, PIN-800012, **Vide Authenticated Power of Attorney No. 80 in Book No. 4, Serial No. 12818, Token No. 13177/2021, C.D No. 1/Year 2021, Volume No. 2 on Pages from 306 to 309, Dated-19-08-2021 registered at Sub Registry Office - Danapur in the State of Bihar, Accordingly this deed is being presented.**

AND

MR. …… (D.O.B.–….-….-……../Aged about-…. Years, Mobile-…….., Aadhaar No.- …….., PAN-……..), Son of Mr. …….., resident of …….., P.O.- …….., P.S.- …….., District-…… in the State of …….., PIN-……., Nationality–Indian, hereinafter called the **"ALLOTTEE/PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter/Developer and Allottee/Purchaser shall hereinafter collectively 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:

A. WHEREAS, the aforesaid Promoter/Developer Winsome Realcon is a Proprietorship firm having its primary objective to buy, sell, develop and deal in Land and Building including residential Apartment/Flat, Landscape, Colony, Duplex, Triplex, Malls etc. and to carry on business of building/s, contractors of all types of construction for its respective Purchaser/s.

AND WHEREAS, the Land fully described in first schedule of this deed is the ancestral property of the Land Owners, which is recorded in the name of Sri Dharnidhar Mishra in Survey Khatiyan and Dharnidhar Mishra came in exclusive, physical and peaceful possession of the said property and after some time the aforesaid Dharnidhar Mishra died leaving behind his three sons namely Mr. Rajeshwari Prasad Mishra, Mr. Kameshwar Prasad Mishra and Mr. Krishna Mishra as his legal heirs of the Said Property. Thereafter Mr. Rajeshwari Prasad Mishra, Mr. Kameshwar Prasad Mishra and Mr. Krishna Mishra has came in actual, peaceful, physical possession over the property and mutated their names in the State Serista and paying rent to the State of Bihar through Circle Officer, Patna Sadar (Bihar), Halka-Azimabad, Vide Jamabandi

No.-95, Computerized Jamabandi No.-212140000206429, Bhag Bartman-1, Page No.-95/1 in respect of schedule property and paying taxes under receipts as absolute Owners. After some time Mr. Rajeshwari Prasad Mishra, Mr. Kameshwar Prasad Mishra and Mr. Krishna Mishra decided to partition the own shares between them by virtue of Partition Case No.-74 Year 1986 through District Sub Judge-VIII, Patna and after the partition aforesaid Mr. Rajeshwari Prasad Mishra, Mr. Kameshwar Prasad Mishra and Mr. Krishna Mishra came in actual, peaceful, physical possession over the own shared property.

AND WHEREAS after some time the aforesaid Rajeshwari Prasad Mishra died leaving behind his two sons namely Mr. Chandra Prakash Mishra and Mr. Deo Prakash Mishra as his legal heirs of the Said Property. Thereafter Mr. Chandra Prakash Mishra and Mr. Deo Prakash Mishra has came in actual, peaceful, physical possession over the property and mutated their names in the State Serista and paying rent to the State of Bihar through Circle Officer, Patna Sadar (Bihar), Halka-Azimabad, Vide Jamabandi No.-1806, Computerized Jamabandi No.-212140000064083, Bhag Bartman-12, Page No.-3437 in respect of said property and paying taxes under receipts as absolute Owners.

AND WHEREAS, in order to achieve the above objective, the aforesaid Promoter/Developer Winsome Realcon, represented through its Proprietor Mr. Sanjeev Kumar, Son of Sri Rajeshwar, Address-101, Suksha Presidency, Ram Jaipal Road, Bailey Road, Danapur, P.S.-Rupaspur, District–Patna in the State of Bihar entered into a registered Development Agreement **Dated-23-10-2024** with aforesaid land owners **(I) Mr. Krishna Mishra,** Son of Late Dharnidhar Mishra, resident of Old High School Gali, Chiraiyatar, P.O.-G.P.O., P.S.-Kankarbagh, Town and District-Patna in the State of Bihar, PIN-800001, **(II) Mr. Chandra Prakash Mishra and (III) Mr. Deo Prakash Mishra,** Both Sons of Late Rajeshwari Prasad Mishra, both residents of Gajadhar Gali No.-3, Chiraiyatar, P.O.-G.P.O., P.S.-Kankarbagh, Town and District-Patna in the State of Bihar, PIN-800001 the document of the said Development Agreement has been registered as Deed No.-17335 in Book No.-1, Volume No.-390 on Pages from 222 to 239 and has been preserved in total 18 pages in C.D. No.-60/Year 2024, Serial No.-18671 and Token No.-18128/2024 registered at District Registry Office, Patna in the State of Bihar**,** the Promoter/Developer will construct Building comprising several apartment/flats/units, parking spaces etc. over the said land and in lieu of Development cost, the Promoter/Developer is entitled to get **50%** of the total constructed area whereas Land Owners will possess and own the **50%** of the constructed area.

AND WHEREAS, the aforesaid Land owners and the Promoter/Developer has distributed their respective shares as per the aforesaid Development Agreement and the property fully described in Schedule–A (I) of this deed has been allotted in the shares of the Promoter/Developer.

B. The Said Land is earmarked for the purpose of building a residential project, comprising of multistoried Apartment/Flat buildings and Car Parking Spaces etc. the said project shall be known as **"WINSOME KRISHNA AYUSHMAN TOWER"**.

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

D. The Patna Municipal Corporation/Patna Regional Development Authority (Dissolved)/Competent Authority has received the Submission of Form X (Commencement of Work) to develop the Project vide approval bearing Building Plan Case No. …….

E. The Promoter/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the unit/building plot or building, as the case may be from Patna Municipal Corporation/Patna Regional Development Authority (Dissolved)/Competent Authority bearing Building Plan Case No. …….. The Promoter/Developer agree and undertake 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.

F. **The Promoter/Developer has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna on ……. under Registration No. ……..**

G. The Allottee/Purchaser has applied for an Apartment/Flat in **"WINSOME KRISHNA AYUSHMAN TOWER"** Building/Project Vide application dated-….-…..-2025 and has been allotted **APARTMENT/FLAT NO. …….. (Type-…… BHK)** on the **……. FLOOR having a Carpet Area of ……. Square Feet and Apartment/Flat Exclusive Balcony Area …… Square Feet (having a Super Built-Up Area of ……. (……..) Square Feet with One Reserved Car Parking Space for Apartment/Flat No. ……. in the building known as "WINSOME KRISHNA AYUSHMAN TOWER"** as permissible under the applicable law and a pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment/Flat" more particularly described in Schedule-A (I) and the floor plan of the Apartment/Flat is annexed hereto and marked as Schedule-B);

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

I. 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;

J. 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, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Apartment/Flat and the Car Parking as specified in Para-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 Promoter /Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase, the Apartment/Flat as specified in Para-G.

1.2 **The Total Price for the APARTMENT/FLAT NO. ……. (Type- …. BHK) based on the Carpet area is ₹……./- (……) Only** and GST and/or any other taxes, Maintenance Charge which may be levied as applicable in addition i.e. ("Total Price"). Total Cost Break-Up:-

Inclusions	**Rate per square feet [carpet area (in sq. ft.)]**	**Area (in sq. ft.)**	**Price (In INR)**
Apartment/Flat Carpet Area	L.S.	……..	₹……../-
Apartment/Flat Exclusive Balcony	L.S.	……..	
Terrace Area	L.S.	……..	
Parking Space			
Total Consideration Amount Without Taxes (In Rupees)			₹……../-

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee/ Purchaser to the Promoter/Developer towards the Apartment/Flat;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the Apartment/Flat to the Allottee/Purchaser and the project to the association of Allottee/Purchaser or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/Purchaser to the Promoter/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 Allottee/ Purchaser;

(iii) The Promoter/Developer shall periodically intimate in writing to the Allottee/ Purchaser, the amount payable as stated in (i) above and the Allottee/Purchaser shall make payment demanded by the Promoter/Developer within the time and in the manner specified therein. In addition, the Promoter/Developer shall provide to the Allottee/Purchaser 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;

The Total Price of Apartment/Flat includes recovery of price of land, construction of [not only the Apartment/Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/Flat, lift, water line and plumbing, finishing with Putty/POP, marbles, tiles, doors, windows, firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Flat and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee /Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter /Developer undertakes and agrees that while raising a demand on the Allottee/ Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification /order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/ Purchaser, 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 /Purchaser.

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

1.5 The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/Purchaser by discounting such early payments @ 0% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Allottee/Purchaser by the Promoter /Developer.

1.6 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/Flat, without the previous written consent of the Allottee/Purchaser as per the provisions of the Act. Provided that the Promoter /Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee/Purchaser 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 areas. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual was paid by the Allottee/Purchaser. If there is any increase in the carpet area, of the Apartment/Flat, allotted to Allottee/Purchaser, the Promoter/Developer may demand that from the Allottee/Purchaser 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 Promoter/Developer agrees and acknowledges, the Allottee/Purchaser shall have the right to the Apartment/Flat as mentioned below:

(i) The Allottee/Purchaser shall have exclusive ownership of the Apartment/Flat;

(ii) The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser 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 Promoter/Developer shall hand over the common areas to the association of Allottee/Purchaser after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment/Flat includes recovery of price of land, construction of [not only the Apartment/Flat but also] the Common

Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Flat and the Project;

(iv) The Allottee/Purchaser has the right to visit the project site to assess the extent of development of the project and her Apartment/Flat.

It is made clear by the Promoter/Developer and the Allottee/Purchaser agrees that the Apartment/Flat along with garage/covered parking shall be treated as a single indivisible Apartment/Flat 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/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Purchaser of the Project.

The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the Apartment/Flat to the Allottee/Purchaser, which it has collected from the Allottee/Purchaser, 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 Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottee/Purchaser or any liability, mortgage loan and interest thereon before transferring the Apartment/Flat to the Allottee/Purchaser, the Promoter/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 therefore by such authority or person.

The Allottee/Purchaser has paid a sum of ₹**……/- (Rupees ……) Only** as booking amount being part payment towards the total price of the Apartment /Flat at the time of application, the receipt of which the Promoter/Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the Apartment/Flat as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter/Developer within the time and in the manner specified therein:

Provided that if the Allottee/Purchaser 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 Promoter/Developer abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on written demand by the Promoter/Developer, within the stipulated time as per Payment Plan [Schedule-C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **"WINSOME ……, Bank Name-……., Branch-……., Patna, Bihar, Account No.-……., IFSC Code-…….. payable at Patna/Danapur.**

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

3.1 The Allottee/Purchaser, 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 Promoter/Developer with such permission, approvals which would enable the Promoter/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/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 Promoter/Developer accepts no responsibility in regard to matters specified in Para- 3.1 above. The Allottee/Purchaser shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application /allotment of the said Apartment/Flat applied for herein in any way and the Promoter/ Developer shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee/Purchaser authorizes the Promoter/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee/Purchaser against the Apartment/Flat, if any, in his/her name and the Allottee/

Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust her payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter/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 Apartment/Flat to the Allottee/Purchaser and the common areas to the association of Allottee/Purchaser or the competent authority', as the case may be.

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

The Allottee/Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Flat 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 Promoter/Developer. The Promoter/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 Promoter/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 Bihar Building By Laws, 2014 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 Promoter/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/FLAT:

7.1 Schedule for possession of the said Apartment/Flat–The Promoter/Developer agrees and understands that timely delivery of possession of the Apartment/Flat to the Allottee/Purchaser and the common areas to the association of Allottee/Purchaser or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Apartment/Flat along with ready and complete common areas with all specifications, amenities and facilities of the project in place on …..-…..-2028 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any other 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/Purchaser agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment/Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee/Purchaser the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. The Promoter/Developer shall intimate the Allottee/Purchaser about

such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/Purchaser, the Allottee/Purchaser agrees that he/she shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession**–The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/Flat, to the Allottee/Purchaser 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/ Purchaser shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee/Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer/association of Allottee/Purchaser, as the case may be after the issuance of the completion certificate for the project. The Promoter/Developer shall hand over the occupancy certificate of the Apartment/Flat, as the case may be, to the Allottee/Purchaser at the time of conveyance of the same.

7.3 **Failure of Allottee/Purchaser to take Possession of Apartment/Flat-** Upon receiving a written intimation from the Promoter/Developer as per Para-7.2, the Allottee/Purchaser shall take possession of the Apartment/Flat from the Promoter /Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Apartment/Flat to the Allottee/Purchaser. In case the Allottee /Purchaser fails to take possession within the time provided in Para-7.2, such Allottee /Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

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

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

7.6 **Compensation**- The Promoter/Developer shall compensate the Allottee/ Purchaser 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 Promoter/Developer fails to complete or is unable to give possession of the Apartment/Flat (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 their businesses a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/ Developer shall be liable , on demand to the Allottee/Purchaser, in case the Allottee /Purchaser 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/Flat, 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/Purchaser does not intend to withdraw from the Project, the Promoter /Developer shall pay the Allottee/Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment/Flat, which shall be paid by the Promoter/Developer to the Allottee/Purchaser within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ DEVELOPER:

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

(i) The [Promoter/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 Promoter/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; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land].

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/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/Flat and common areas;

(vi) The Promoter/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/Purchaser created herein, may prejudicially be affected;

(vii) The Promoter/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 Apartment/Flat which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

(viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee /Purchaser in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat to the Allottee /Purchaser and the common areas to the association of Allottee/Purchaser 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 Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and Municipal 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/Flat, 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/Purchaser and the association of Allottee/Purchaser 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 Promoter/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 Promoter/Developer shall be considered under a condition of Default, in the following events:

(i) Promoter/Developer fails to provide ready to move in possession of the Apartment/Flat to the Allottee/Purchaser within the time period specified in Para- 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/Flat 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/Developer's business as a developer on account of suspension or revocation of their registration under the provisions of the Act or the rules or regulations made there under.

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

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

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

Provided that where an Allottee/Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/Flat, which shall be paid by the Promoter/Developer to the Allottee/Purchaser within forty-five days of it becoming due.

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

(i) In case the Allottee/Purchaser fails to make payments for two consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Purchaser shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in Section 17 of Bihar Real Estate (Regulation & Development) Rules 2017.

(ii) In case of Default by Allottee/Purchaser under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter /Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment/Flat in favour of the Allottee/Purchaser and refund the money paid to him by the Allottee/Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter/

Developer shall intimate the Allottee/Purchaser about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT/FLAT:**

The Promoter/Developer, on receipt of Total Price of the Apartment/Flat as per Para-1.2 under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the Apartment/Flat 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/Purchaser. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/Purchaser shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee/ Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/Purchaser authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee/ Purchaser.

11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT/FLAT / PROJECT:**

The Promoter/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/Purchaser 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/Flat.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/Developer/maintenance agency/association of Allottee/Purchaser shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/ Purchaser agrees to permit the association of Allottee/Purchaser and/or maintenance agency to enter into the Apartment/Flat 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:**

Use of Basement, Ground and Service Areas: The basement(s), Ground and service areas, if any, as located within the **"WINSOME KRISHNA AYUSHMAN TOWER"**, shall be earmarked for purposes such as parking spaces and services including 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/Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee/Purchaser formed by the Allottee/Purchaser for rendering maintenance services.

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

15.1 Subject to Para-12 above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Apartment/Flat at his/her 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/Flat, 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 Apartment/Flat and keep the Apartment/Flat, 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/Purchaser further undertakes, assures and guarantees that he/she 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/Purchaser 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/Purchaser shall not store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment/Flat,

15.3 The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of Allottee/Purchaser and/or maintenance agency appointed by association of Allottee/Purchaser. The Allottee/Purchaser 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 a Apartment/Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter/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(ties) and disclosed, except for as provided in the Act.

18. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Apartment/Flat 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/Purchaser who has taken or agreed to take such Apartment/Flat.

19. BIHAR APARTMENT OWNERSHIP ACT:

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

20. BINDING EFFECT:

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

21. **ENTIRE AGREEMENT:**

(i) 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 Apartment/Flat/plot/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 ALLOTTEE /PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASER:**

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/Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee/Purchaser of the Apartment/Flat, in case of a transfer, as the said obligations go along with the Apartment/Flat for all intents and purposes.

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

24.1 The Promoter/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/ Purchaser in not making payments as per the Payment Plan [Schedule-C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Promoter/Developer in the case of one Allottee/Purchaser shall not be construed to be a precedent and /or binding on the Promoter/Developer to exercise such discretion in the case of other Allottee/Purchaser.

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/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Apartment/Flat bears to the total carpet area of all the Apartment/Flat 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 of 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Patna City/Patna in the State of Bihar. Hence this Agreement shall be deemed to have been executed at District Patna.

29. **NOTICES:**

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

ALLOTTEE/PURCHASER NAME AND ADDRESS:-

MR. ……, Son of Mr. …….., resident of …….., P.O.- …….., P.S.- …….., District-…… in the State of …….., PIN-…….., Nationality–Indian,.

PROMOTER/DEVELOPER NAME AND ADDRESS:-

WINSOME REALCON, Proprietor **MR. SANJEEV KUMAR**, Son of Sri Rajeshwar, Address-101, Suksha Presidency, Ram Jaipal Road, Bailey Road, Danapur, P.S.-Rupaspur, District–Patna in the State of Bihar, PIN-801503, Nationality-Indian,
email Id: winsomerealcon@gmail.com

It shall be the duty of the Allottee/Purchaser and the Promoter/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 Promoter/ Developer or the Allottee/Purchaser, as the case may be.

30. **JOINT ALLOTTEE/PURCHASER:**

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

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee/Purchaser, in respect of the Apartment/Flat, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment/Flat, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee/Purchaser 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.

SCHEDULE–A

(Description of the Land on which Promoter/Developer is Constructing Multi-Storey Building "WINSOME KRISHNA AYUSHMAN TOWER")

All that piece and parcel of the land measuring an area of more or less 62.5 Decimal, **Situated at Dhawalpura (South of N.H.), P.S.-Chowk Kala, District–Patna in the State of Bihar,** land bearing **Mauza–Dhawalpura, Thana No.-21 (Twenty One), Tauzi No.-83/Bihar Govt, Khata No.-574 (Five Hundred Seventy Four), Part of Cadastral Survey Plot No.-1585 (One Thousand Five Hundred Eighty Five)** within the jurisdiction of Sub Registry Office-Patna City and District Registry Office–Patna in the State of Bihar and fixed annual rent Paying in the office of Circle Officer, Patna Sadar (Bihar), Halka-Azimabad, Vide **I.** Jamabandi No.-95, Computerized Jamabandi No.-212140000206429, Bhag Bartman-1, Page No.-95/1 and **II.** Jamabandi No.-1806, Computerized Jamabandi No.-212140000064083, Bhag Bartman-12, Page No.-3437 within the limit of Patna Municipal Corporation/Patna Regional Development Authority (Dissolved) and same is bounded as follows :-

NORTH	**:–**	Mr. Krishna Mishra (Land Owner).
SOUTH	**:–**	Mr. Chandra Prakash Mishra and Mr. Deo Prakash Mishra (Land Owners).
EAST	**:–**	Branch Road.
WEST	**:–**	Late Kameshwar Prasad Mishra and Awadhesh Prasad Mishra.

SCHEDULE – A (I)

(Description of the Property Under this Agreement For Sale)

All that residential **APARTMENT/FLAT NO. …….. (Type-…… BHK)** on the **……. FLOOR having a Carpet Area of ……. Square Feet and Apartment/Flat Exclusive Balcony Area …… Square Feet (having a Super Built-Up Area of ……. (……..) Square Feet with One Reserved Car Parking Space for Apartment/Flat No. ……. in the building known as "WINSOME KRISHNA AYUSHMAN TOWER"** along with undivided proportionate share in the land, common assets and common area including all amenities, fittings and fixtures, **Situated at Dhawalpura (South of N.H.), P.S.- Chowk Kala, District–Patna in the State of Bihar,** land bearing **Mauza–Dhawalpura, Thana No.-21 (Twenty One), Tauzi No.-83/Bihar Govt, Khata No.-574 (Five Hundred Seventy Four), Part of Cadastral Survey Plot No.-1585 (One Thousand Five Hundred Eighty Five)** within the jurisdiction of Sub Registry Office-Patna City and District Registry Office–Patna in the State of Bihar and within the limit of Patna Municipal Corporation/Patna Regional Development Authority (Dissolved) and same is bounded as follows :-

BOUNDARY OF THE APARTMENT/FLAT

NORTH :- ……
SOUTH :- ……
EAST :- ……
WEST :- ……

Note–Government Valuation is mentioned at M.V.R. Code–514 and Zone-2.

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT/FLAT

SCHEDULE – C
(PAYMENT PLAN)

Total consideration amount for the property fully described in Schedule A of this deed is ₹**……/- (Rupees ……) Only** and GST and/or any other taxes, Maintenance Charge which may be levied as applicable in addition i.e. ("Total Price").

Payment received till date is - ₹……/-

Cheque/NEFT/RTGS	Bank	Date	Amount
……	……	……	₹……/-

Balance payment on date is ₹……/- and GST or any other similar taxes which may be levied as applicable in addition.

This consideration money is only valid if the payment is made as per following payment schedule.

Payment Schedule (Construction linked Plan):-

(Stage)	(Payment %)
1. At the time of Booking	10% + GST as Applicable
2. On the Commencement of Piling	10% +GST as Applicable
3. On the Commencement of Plinth	10% + GST as Applicable
4. On the Commencement of 1st Slab	10% + GST as Applicable
5. On the Commencement of 2nd Slab	10% +GST as Applicable
6. On the Commencement of 3rd Slab	10% +GST as Applicable
7. On the Commencement of 4th Slab	10% +GST as Applicable
8. On the Commencement of Flooring	25% +GST as Applicable
9. On the Offer to Possession	05% +GST as Applicable

Advance to be made before the start of activity/milestone. You will be intimated for payment 30 days before the start of activity. You have to pay more than 70% as advance within 20 days of intimation of future start of activity/ milestone. If you do not pay the advance amount before the start of activity, that particular activity of your particular portion will not be taken up, unless you pay the advance amount and subsequently, the project may get delayed due to your non-payment of advance amount.

SCHEDULE – D
(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT/FLAT)

1. FLOORING : All floors will be vitrified tiles. Designer vitrified flooring for living, dining, kitchen, bedrooms and internal lobby area. Branded Antiskid Ceramic tiles for Balconies and toilet flooring.
2. DOORS & WINDOWS : Impressive W PVC/Window door frames of all internal door will have inbuilt locks.
3. WINDOWS : UPVC.
4. TOILETS & BATHROOMS : Washroom door will be of Flush door with granite door frames in Bathrooms. All Sanitary fittings will be of white glazed W.C with Health Faucets and flushing cistern. Wash basin with Hot and Cold concealed water supply arrangement with C.P. fittings of SS finish. A provision of exhaust fan and geyser will be provided. Concealed plumbing line with premium quality PVC pipes.

5. KITCHEN : Platform will be of black granite top. Stainless Steel Sink with Hot and Cold mixer provision Kitchen Wall will be of designer Tiles dado up to 4'-0" height above kitchen platform. Plumbing and electrical point for water purifier, Geyser point and washing machine inlet and outlet in utility balcony.

6.ELECTRICAL :Concealed P.V.C. conduit wiring with standard electric accessories, Modular switches of adequate make. Power points for Air Conditioners in all bedrooms, dining/drawing room. Provision for Geysers in all bathroom, kitchen and cable T.V, Sockets in one master bedroom and drawing room.

7. PLUMBING : All internal pipes shall be concealed and PVC Quality.

8. FINISH : All internal walls and ceiling shall be finished with two coats of putty. All external walls shall be painted with two coats of weather coat.

7. LIFT : Lifts of 8 Passenger carrying capacity of reputed brand.

Note: - The above specifications are subject to such variations, additions, alterations and modifications as may be decided by the developers/architects/landowners/ and in the overall interest of the project.

Notes 1: - If certain specifications are improved upo

n, as per the advice of the Architect/decision of the promoters, then the customer will accept the same for which prior consent of the customer has been agreed upon and consent hereby given.

2. All specifications, sizes and layouts etc., are subject to such variations, additions, and modifications, as decided by the promoters/architects/society or by competent authority.

SCHEDULE - E

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

1. FOUNDATION : R.C.C. piling with pile cap or as per structural design

2. STRUCTURAL : R.C.C. framed structure as per design with ISI mark Steel.

3. CIVIL WORK : First class brick work/Light weight Block work (AAC) in cement mortar/ flxo block as per IS standard specification.

4. GENERATOR : 24x7 100% DG backup for lifts pumps and common lighting areas with a Silent Diesel Generator.

5. NAME PLATE : Standard make name plate near lift lobby to display flat owners name.

6. RAILINGS : SS railings with toughened glass of 8mm thickness in balcony area.

7.ENTRANCE LOBBY: Impressive entrance lobby tiles/marble.

8. STAIRCASE FLOORING: Combination of Green/White/Jaisalmer Marble.

9. STAIRCASE RAILING: SS Railings.
10. LIFT CLADDING: Designer Granite finish.
11. CCTV : 24x7 CCTV Surveillance in Common Areas.
12. FIRE SAFETY : Fire Extinguisher in common Areas.
13.ROAD SYSTEMS: Provision of Roads system required for vehicles in common driving area will be provided in the project
14. WATER SUPPLY: Provision of water system
15.SEWAGE & DRAINAGE SYSTEM: A sewage treatment plant of adequate capacity will be provided inside the project
16: ELECTRIC SYSTEM: Electrical System shall be provided in the Project
17. TRANSFORMER & SUBSTATION shall be provided in the project
18. SOLID WASTE MANAGEMENT & DISPOSAL system shall be provided in the Project

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee/Purchaser:

Signature-……..

SIGNED AND DELIVERED BY THE WITHIN NAMED:



Promoter/Developer:
Signature-……..

At Patna/Danapur in presence of:
WITNESSES:
1. Signature-……..
Son / Wife of ……..
Address ……..……
…….....

…….……..

2. Signature-…….……..
Son / Wife of …….….....……..
Address …….…..…….
…….....
…….…….…..

This **Agreement for Sale** is drafted by me as per the instructions and Documents provided by the aforesaid Allottee/Purchaser and Promoter/Developer.

Typed By:-

Subodh Kumar (Advocate)
M.Sc.(IT), LL.B.
Enrollment No. 1717/09
Patna High Court, Patna

PROPERTY
DOCUMENT CENTRE
MOBILE - 9334167775
8877444499