ANNEXURE 'A'

[Refer rule 31

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement,) executed on this ..... day of ....., 20.....

BY and Between

[*If the promoter is a company*]

ASHIANA BUILDCON PRIVATE LIMITED CIN No. **U70102BR2011PTC017607**), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **KURJI MAIN ROAD, INFRONT OF GATE NO 71, DIST PATNA** and its corporate office at ..... (**PAN AAGCA2266F**), represented by its authorized signatory **MUNNA KUMAR PANDIT** (Aadhar No. **517037095801**) authorized vide board resolution dated ..... hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[*If the Allottee is an Individual*]

Mr./Ms. ....., (Aadhar No. .....) son/daughter of ....., aged about ....., residing at ....., (PAN .....), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[Please insert details of other allottee(s), in case of more than one allottee]

The promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

(A) The promoter is the absolute and lawful owner of [survey Nos.] [*Please*

insert land details as per local laws] ..... totally admeasuring **455.97** square meters situated at **DIGHA, PATNA** in Taluk & District **PATNA** ("**Said Land**") vide sale deed(s) dated **.....** registered as Documents No. **.....** at the office of the Sub-Registrar;

[OR]

..... ("Owner") is the absolute and lawful owner of [survey Nos.] [*Please insert land details as per local laws*] ..... totally admeasuring ..... square metres situated at ..... in Taluk & District ..... ("**Said Land**") vide sale deed(s) dated ..... registered as documents No. ..... at the office of the Sub-Registrar.

The Owner and the Promoter have entered into a [collaboration/ development/ joint development] agreement dated registered as document No. .... at the office of the Sub-Registrar;

(B) The said Land is earmarked for the purpose of building a [commercial/residential/*any other purpose* (*to be specified*)] project, comprising **G+4** multistoried apartment buildings and [*insert any other components of the Projects*] and the said project shall be known as **'NARAYAN ENCLAVE** ("**Project**");

The said Land is earmarked for the purpose of plotted development [commercial/residential/*any other purpose* (to be specified)] project, comprising ..... plots and [*insert any other components of the Projects*] and the said project shall be known as **NARAYAN ENCLAVE'** ("**Project**"):

PROVIDED that where rand is earmarked for any institutional development the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the competent authority.

(C) The Promoter is fully competent to enter into this Agreement and all the

legal formalities with respect to the right, title and interest of the promoter regarding the Said Land on which project is to be constructed have been completed;

(D) The **ASHIANA BUILDCON PRIVATE LIMITED** [*please insert the name of the concerned competent authority*] has granted the permission to develop the Project vide approval dated **26/11/2018** bearing Plan Case No. **P/Digha/PRN/G+4/459/2017**

(E) The Promoter has obtained the final layout plan approvals for the project from **PATNA MUNICIPAL CORPORATION** [*Please insert the name of the concerned competent authority*]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans as required under the except in strict compliance with section 14 of the Act and other laws as applicable and also hands over the required land meant for public purpose in the Layout such as Roads, Parks, Playgrounds, etc. to the concerned Local Authority as per the Municipal Laws;

(F) The Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at ..... on ..... under registration No. .....;

(G) The Allottee had applied for an apartment in the project vide application No. ..... dated ..... and has been allotted apartment No. ..... having carpet area of ..... square feet, type ....., on ..... floor in [tower/block/building] No. ..... ("**Building**") along with garage/parking No. ..... admeasuring square feet in the ..... [*Please insert the iocation of the garage/ parking*], as permissible under the applicable law and of *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**" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

The Allottee had applied for a plot in the Project vide application No. ..... dated ..... and has been allotted plot No..... having area of ..... square feet and plot for garage/parking admeasuring ..... square feet (*if applicable*) in the ..... [*Please insert the location of the garage/ parking*], as permissible under the applicable law and the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Plot**" more particularly described in Schedule A) excluding land meant for public purpose in Layout such as Roads, Parks, Play grounds, etc. handed over to the concerned Local Authority as Per the Municipal Laws;

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

(I) .....

[*Please enter any additional disclosures details*]

(J) 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;

(K) 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, ale now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/parking (if applicable) 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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

1.2 The total price for the [Apartment/plot] based on the carpet area is Rs..... (Rupees ..... only ("**Total Price**") (Give break up and description):

S. No.	Block/ Building/ Tower No. or Name	Type	Floor	Apoartment No.	Rate of Apartment per square feet* (in Rs.)	Taxes (in Rs.)	Total Price (in Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)

*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking – 1	Price for 1
Garage/Closed parking – 1	Price for 1

[OR]

S. No.	Block No. or Name	Type	Plot No.	Rate of plot per square yard or square metre	Taxes (in Rs.)	Total Price (in Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G)

Explanation:

(i) The Total price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or by payable the Promoter 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 promoter) up to the date of handing over the possession of the [Apartment/plot]:

PROVIDED that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the promoter 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 the [Apartment/Plot] includes: 1. *Pro rata* share in the Common Areas; and 2. ..... garage(s)/parking(s) as provided in the Agreement.

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 in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter 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.

PERFORMA OF CONVEYANCE DEED

We Legend ASHIANA BUILDCON PRIVATE LIMITED at KURJI MAIN ROAD, INFRON OF GATE NO 71, PATNA 800010 Through its Managing Director MUNNA KUMAR PANDIT, Do hereby confirm that, we shall execute Sale Deed & Convey the title of the flat along with proportionate individual common area within months from the date of issuance of the occupancy certificate/ completion certificate as the case may be to the allottee. However in case the allottee fails to clear the outstanding and or registration charges within the period mentioned in the notice, we the allottee/promoter withhold registration of the conveyance deed in favour of allottee till payment & registration charges is received by us from the allottee.

Thanking Sir!!!

Managing Director

ASHIANA BUILDCON PRIVATE LIMITED