

Draft Copy

AGREEMENT FOR SALE

This Agreement for Sale ('**Agreement**') is executed on this the day of, **2019** of the Christian Era.

By and Between

M/S OM CONSTRUCTIONS a Proprietor ship firm having its Registered office at New Chitragupt Nagar , P.S.- Patrakar nagar, Kankarbagh, Distt- Patna- 20, BEARING REGISTRATION No. 5/99 and at present Address 112, 1st. Floor, Hariom Commercial Complex, new Dakbunglow Road, Patna -800 001. GSTIN :- 10ANDPS0661D1ZL PAN No : ANDPS0661D through its **Proprietor Mr. Nilesh Kumar Sinha, Son of Sri Parmanand Yadav**, residing at 501, Om Prabhat Enclave, Judges Colony, Saugna, Danapur, Distt: Patna. (BIHAR) (Aadhar No.8354 8369 3876) hereinafter referred to as the DEVELOPERS/ BUILDERS (Which terms expression shall unless it be repugnant to the context or meaning thereof mean and include its legal heirs, representatives, administrators, successors-in-interest and assigns) hereinafter called the **FIRM / PROMOTER** and also the **FIRST PART**.

AND

Sri / Smt (Aadhar No.....), Son of, aged about years, 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 heirs, executors, administrators and permitted assigns).

The Firm/ Developer/ Promoter Proprietor and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINATIONS:

For the purpose for 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” mean 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 under the Real Estate (Regulation and Development) Act, 2017;
- (e) “section” means a section of the Act.

WHEREAS:

Whereas, as the property of Schedule no.- I fully described in this deed is the purchased property of the land owner namely Smt. Girija Mishra, The land Owner had purchased the said property by virtue of a registered Deed of Absolute sale being Sale Deed No. 891 on 01.03.1995 which is registered in the office of Registrar of Assurance Culcutta in Book No. 1, Volume No. 17, Pages 287 to 302 on 02.03.1995 from Shri Kunkun Rai Son of Late Etbar Gope alias Etbar Rout, Shri Adalat Rai son of Shri Kunkun Rai, Shri Raj Deo Rai son of Shri Kunkun Rai, Shri Ayodhya Rai son of Shri Kunkun Rai all residents of Mouza- Dhanaut, Village- Mahuabagh, P.S.- Sahay Nagar, P.S.- Danapur, District- Patna.

As per provision of Indian Stamp Act. 1899 under section 3 (1 B.B.) 19A and 48A, Govt. of Bihar, Department of Registration issued a letter bearing no. 1969 dated 22.8.2002 to deposit the differences of inter State Registration duty and land owner has deposited the same amounting to Rs. 52,600/- vide Chalan No. 07 and non judicial Stamp was withdrawn from the treasury and authenticated by the District Sub Registrar Patna on 11.02.2011. Since then land owner came in actual, physical possession over the same and mutated her name in the State Serista and paying rent to the Circle Officer, Danapur.

And whereas, the said land owner expressed her desire to develop the landed property and to construct multi-storied residential building situated at Mohalla- Dhanaut Mahuabagh, Mauza- Dhanaut, Pargana- Phulwari, Police Station : Danapur, Survey Thana- Danapur, District- Patna, bearing Thana No. 20, C.S. Plot No. 1169 (Part), One thousand one hundred sixty nine part), Khata No. 199 and Tauzi No. 5554, measuring an area of 17.5 Decimal, more or less, is competent enough to give the aforesaid land on conversion basis to the aforesaid developer.

- A. **The Landowner, Smt. Girija Mishra, wife of Sri Ganesh Chandra Mishra**, resident of 249, Defence Colony, Kankarbagh, Police Station : Kankarbagh, P.O. : Lohia Nagar, District- Patna, (Bihar) entered into a **Development Agreement** with the Developer/ Promoter/ Firm, **M/s OM CONSTRUCTIONS**, vide Deed No. 7251, Serial No. 8007 dated 20.07.2017, registered at the Office of the District Registrar Patna, whereby the Firm/ Developer/ Promoter agreed to develop the land and to construct thereon a multistoried residential building / Apartment at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 50% (Landowner's) : 50% (Firm/ Developer/ Promoter/ Proprietor) and upon certain other terms and conditions as contained under the said Development Agreement.
- B. The Said Land is earmarked for the purpose of building a multistored residential Apartment/ Buildings, and the said Building/ Apartment shall be known as '**JWALA SHREE**' ("**Project**");
- C. The Firm/ Developer/ Promoter/ Proprietor is fully competent to enter into this Agreement and all 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 Patna Municipal Corporation, Patna has granted the commencement certificate to develop the Project vide approval dated vide Building Plan No.:-
.....
- E. The Firm/ Developer/ Promoter Proprietor has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and for the apartment from the Patna Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Firm/ Developer/ Promoter/ Proprietor Proprietor 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 Landowners and the Firm/ Developer/ Promoter have entered into a Supplementary (Share Distribution) Agreement dated the whereupon the respective shares of the Landowners and the Company/ Developer/ Promoter in the Project has been well earmarked and delineated in terms of Flats, Car

parking spaces and proportionate area in land as well as common areas and amenities;

- H. **The Allottee Mr.** had applied for an apartment in the Project vide Application dated and has been allotted Flat No. (.....) having carpet area ofsq. ft. (..... square feet), plus exclusive balcony measuring **sqft.**(..... Square feet) and external walls measuring an aggregate area of **sqft.** (.....) on the floor alongwith Car Parking in the **Ground floor** of the **“JWALA SHREE”** as permissible under the applicable law and of pro rata share in the common areas (**“Commom Areas”**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **“Apartment”** or **“Flat”**), more particularly described in **Schedule-“A”** and the floor plan of the apartment is annexed hereto and marked as **Schedule-“B”**);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, ect. 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, are noe 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 theAllottee hereby agrees to purchase the **Flat No.** on the **Second Floor** of the **“JWALA SHREE”** and one Car Parking space on the Ground floor of as specified in para **H.**

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 follow:

1. TERMS:

- 1.1.** Subject to the terms and conditions as detailed in this Agreement, the Company/ Developer/ Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat/Apartment as specified in Para **D.**
- 1.2.** The total price for the Flat No. on the Floor in **Block-“.....”** of the **“JWALA SHREE”** and **one Car Parking Space** on the Ground Floor, based on the carpet area, is **Rs./-** (Rupees only) (**“Total Price”**)

“JWALA SHREE” , Dhanaut Mahuabagh, Patna Flat No. Type : BHK Floor :	Rate of Flat per sq. ft.
Carpet area excluding area of exclusive balcony: sq. ft. including internal walls	Rs./-
Area of exclusive balcony: sq. ft.	Rs./-
Area of External walls: sq. ft.	Rs./-
Common area% of carpet area	Rate included in the rate of carpet area.
One Car parking on the Ground Floor.	Rs./-
Total Price (in rupees)	Rs./-

Explanation:

- i) The Total Price above includes the booking amount paid by the Allottee to the Company/ Developer/ Promoter towards the Flat.
- ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, presently being% lessrd abatement, (effective rate%) and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, payable by the Company/ Developer/ Promoter, by whatever name called) upto the date of handing over the possession of the Flat to the Allottee and the project to the Association of Allottees 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 to the Firm/ Developer/ Promoter 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 the 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;

- iii) The Firm/ Developer/ Promoter Proprietor shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner

specified therein. In addition, the Firm/ Developer/ Promoter shall provide to the Allottee the details of the taxes paid or demanded alongwith the Acts/rules/notifications togetherwith dates from which such taxes/levies etc. have been imposed or have become effective;

- iv) The Total Price of Flat includes recovery of price of land, construction of [not only the Flat/Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the flat/ 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 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/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 in charge which may be levied or imposed by the competent authority from time to time. The Firm/ Developer/ Promoter undertakes and agrees that while raising a demand on the Allottee for increase in devolpment charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect alongwith 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(s) shall make the payment as per the payment plan set out in **Schedule-“C” (“Payment Plan”)**.
- 1.5. The Firm/ Developer/ Promoter Proprietor may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 1% 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 an Allottee by the Promoter.
- 1.6. It is agreed that the Firm/ Developer/ Promoter 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 the **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, plot 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 Promoter 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 Firm/ Developer/ Promoter Proprietor shall confirm 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 Promoter. If there is any reduction in the carpet area then shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Firm/ Developer/ Promoter shall 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 clause 1.2. of this Agreement.
- 1.8.** Subject to **para 9.3.**, the Firm/ Developer/ Promoter/ Proprietor agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:

 - i)** The Allottee shall have exclusive ownership of the Flat.
 - 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 alongwith other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas to the Association of Allottees 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 includes recovery of price of land, construction of (not only the Flat 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 11** etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat and the Project.

- iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Flat, as the case may be.

It is made clear by the Firm/ Developer/ Promoter/ Proprietor and the Allottee agrees that the Flat alongwith Car Parking Space (open/covered), 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 Allottees of the Project.

The Firm/ Developer/ Promoter/ Proprietor agrees to pay all outgoings before transferring the physical possession of the flats to the Allottees, which it has collected from the Allottees, 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 fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the flats/apartment to the Allottees, the Promoter 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 therefor by such authority or person.

The Allottees has paid a sum of **Rs**/- (Rupees only) as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Firm/ Developer/ Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining

price of the Flat as prescribed in the Payment Plan [**Schedule-‘C’**] as may be demanded by the Promoter 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 specified in the Rules (presently% above the PLR/Base Rate/MCLR of State Bank of India with any modifications thereof from time to time).

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule- ‘C’**] through A/c Payee cheque/demand draft/banker’s cheque or online payment in favour of “**Om Construction Jwala Shree Abode Escrow A/c**” payable at Patna.

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 thereunder 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 with such permission, approvals which would enable the Promoter 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 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 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 Firm/ Developer/ Promoter/ Proprietor accepts no responsibility in this regard to matters specified in **para 3.1.** above. The Allottee shall keep the Promoter 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 Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter 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 Flat/apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorises the Company/ Developer/ Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Flat, if any, in his/her name and the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Firm/ Developer/ Promoter/ Proprietor 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 to the Allottee and common areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat/Apartment and accepted the Floor Plan, Payment Plan and the Specifications, amenities and facilities [annexed alongwith this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter 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 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 Bihar Building Byelaws 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 shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

- 7.1. Schedule for possession of the said Flat/Apartment-** The Firm/ Developer/ Promoter agrees and understands that timely delivery of possession of the Flat to the allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Firm/ Developer/ Promoter assures to handover possession of the Flat alongwith ready and complete common areas with all specifications, amenities and facilities of the project of the Flat/Apartment on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake 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 agrees that the Firm/ Developer/ Promoter/ Proprietor 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 agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Company/ Developer/ Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within days from that date. The promoter shall intimate the allottee about such termination atleast (.....) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2. Procedure for taking possession-** The Firm/ Developer/ Promoter/ Proprietor, 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 2 (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 Firm/ Developer/ Promoter within 3 (three) months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be after the issuance of the completion certificate for the Project. The promoter shall handover the occupancy certificate of the Flat/Apartment, 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 Firm/ Developer/ Promoter/ Proprietor as per **clause 7.2.**, the Allottee shall take possession of the Flat/Apartment from the Company/ Developer/ Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Apartment to the Allottee. In case the Allottee fails 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 **para 7.2.**

7.4. Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the Flat to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the Firm/ Developer/ Promoter/ Proprietor shall handover the necessary documents and plans including common area, to the Association of Allottees 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 his 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 Firm/ Developer/ Promoter/ Proprietor, the Firm/ 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 Firm/ Developer to the Allottee within 45 days of such cancellation.

7.6. Compensation -

The Firm/ Developer/ Promoter/ Proprietor 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 promoter fails to complete or is unable to give possession of the Flat/Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in **para 7.1.**; or (ii) due to discountinuanance of his business as a

developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter 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 Flat/Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter 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 Flat/Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The Firm/ Developer/ Promoter/ Proprietor 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 Firm/ Developer/ Promoter/ Proprietor 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 or the Flat/Apartment;
- (iv) There are no litigations pending before any court of law with respect to the said Land, Project or the Flat/Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter 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 Flat/Apartment and common areas;
- (vi) The Firm/ Developer/ Promoter/ Proprietor has the right to enter into this Agreement and 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 Firm/ Developer/ Promoter/ Proprietor 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 which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Firm/ Developer/ Promoter/ Proprietor confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Firm/ Developer/ Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the Association of Allottees 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 Firm/ Developer/ Promoter/ Proprietor 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 Flat/Apartment, Plot or Building, as the case may be, alongwith common areas (equipped with all specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees 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 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 shall be considered under a Condition of Default, in the following events:

- (i) Firm/ Developer/ Promoter/ Proprietor fails to provide ready to move in possession of the Flat to the Allottee 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 Flat/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 Firm/ Developer/ Promoter/ Proprietor 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 thereunder.

9.2. In case of default by Firm/ Developer/ Promoter/ Proprietor under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Company/ Developer/ Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter 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 Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat, alongwith 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 promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat, which shall be paid by the Promoter 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 2 (two) consecutive demands made by the Promoter 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 Promoter on the unpaid amount at the rate prescribed in the Rules;
 - (ii) In case the default by Allottee under the condition listed above, continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Flat 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 Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID FLAT/APARTMENT:

The Firm/ Developer/ Promoter/ Proprietor, on receipt of Total Price of the Flats per **para 1.2.** under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat togetherwith proportionate indivisible share in the Common Areas within 3 (three) 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 Promoter within 3 (three) months from the date of issuance of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies) in regard threto.

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

The Firm/ Developer/ Promoter/ Proprietor 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 the Allottees upon the issuance of

completion certificate of the project. The cost of such maintenance has been included in the Total Price of the 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 as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter 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 Firm/ Developer/ Promoter/ Proprietor /maintenance agency/ Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parkings and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Flat/Apartment 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 Ground and Service Areas: The Ground(s) and service areas, if any, as located within the "JWALA SHREE", 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee 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 Allottees formed by the allottees for rendering maintenance services.

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 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 Flat/Apartment, 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 addition to the Flat 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 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, building 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 Flat/Apartment 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 Flat.
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottes and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4. The Allottee agrees and undertakes to pay regularly and punctually, from the date of possession of the Flat, the proportionate share of municipal rents and taxes on the basis of the municipal assessment and of all the outgoings calculated either on actual amount in respect of the said Flat including all rates, dues, duties, common utilities maintenance charges including running charges, repairs, salaries of the employees (bill collector, guard, liftman, sweepers, electrician, plumber etc.) and all other expenses incidental to the maintenance of the said Flat as may be determined or fixed by the Developer/Promoter or the Maintenance Committee as service charges, on or before the 7th day of every month.

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

The Parties are entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS :

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

Provided, however, the Firm/ Developer/ Promoter/ Proprietor shall always be entitled to create equitable or any other mortgage of the land and building of his share for the purpose of raising finance for the project but the Promoter shall be bound to liquidate all such loans, if obtained, with interest thereon, before or at the time of completion of the project.

Provided further that the Firm/ Developer/ Promoter/ Proprietor shall not be liable for any loan raised by the Allottee for the purpose either to purchase the said Flat or against the security of the said flat.

Provided further that the Firm/ Developer/ Promoter/ Proprietor shall also be entitled to create equitable or any other mortgage of those part of the building of his share which have not been allotted or sold out to anyone and is still under the absolute ownership of the Promoter, for the purpose of raising finance for any of the purpose, whatsoever, of the Promoter at his own desire. The Allottee herein shall have no objection in the Promoter exercising his lawful right in the manner aforesaid.

19. APARTMENT OWNERSHIP ACT :

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Firm/ Developer/ Promoter/ Proprietor does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith the payment due as stipulated in the Payment Plan within days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned District Registrar at Patna (Bihar) as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Firm/ Developer/ Promoter/ Proprietor this Agreement within days from the date of its receipt by the Allottee and/or appear before the District Registrar for its registration as and when intimated by the Company/ Developer/ Promoter, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within 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, alongwith its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Flat/Apartment, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go alongwith the Flat for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE :

- 24.1.** The Firm/ Developer/ Promoter/ Proprietor 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 [Schedule-‘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 Company /Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Company /Promoter to exercise such discretion in the case of other Allottees.
- 24.2.** Failure on the part of the Firm/ Developer/ Promoter/ Proprietor 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 thereunder 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 thereunder 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 be the proportion which the carpet area of the Flat bears to the total carpet area of all the flats/Apartment 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 effect 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 Company/ Developer/ Promoter’s Office, or at some other place, which may be mutually agreed between the Company /Promoter and the Allottee, in PATNA. 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- Registration Office, Phulwarisharif, and Sadar Registration Office and District of Patna (Bihar). Hence this Agreement shall be deemed to have been executed at PATNA.

29. NOTICES:

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

Sri
S/O
.....,
.....,

Sri Nilesh Kumar Sinha, (Proprietor)
M/S Om Construction
Flat No. 112, Hariom Commercial Complex, New Dak Bunglow Road Patna, P.S.-
Gandhi Maidan, Patna

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

30. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

31. SAVINGS:

Any application, letter, allotment letter, agreement or any other document signed by the Allottee, 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 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 hereunder.

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 thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

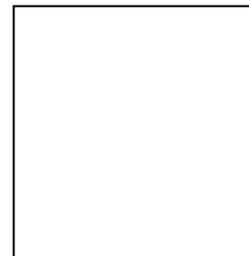
All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same 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 Patna in the presence of attesting witness, signifying as such on the day first above written.

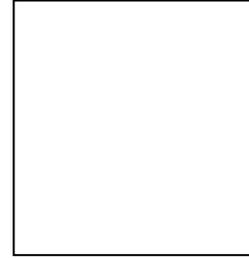
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

(1) Signature :
Name :
Address :



(2) Signature :
Name :
Address :

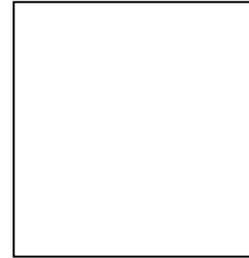


SIGNED AND DELIVERED BY THE WITHIN NAMED

Firm/ Developer/ Promoter/ Proprietor:
For **Om Construction**

(Proprietor)

Signature (Authorised Signatory)
Name : Sri Nilesh Kumar Sinha
Address : M/s Om Construction.



Flat No. 112, Hariom Commercial Complex,
New Dak Bungalow Road
P.S.-Gandhi Maidan, Patna
At Patna on dated :- in the presence of :

WITNESSES:

(1) Signature :
Name :
Address :

(2) Signature :
Name :
Address :

“DESCRIPTION OF LAND”

Piece & parcel of land measuring an area of 5 Katha 12 Dhurs equivalent to 17.5 Decimals (7621.6 sq.ft. more or less) approx., under Thana no. 20, C.S. Plot No. 1169 (Part), Khata No. 199, and Tauzi No. 5554, Situated at Mohalla- Dhanaut Mahua Bagh, Mauza- Dhanaut, Pargana- Phulwari, Police Station:- Danapur, Survey Thana – Danapur, District -Patna, within the limits of Nagar Parishad Danapur Nizamat Area and under the Sub registrar , Danapur, and district registry office Patna and bounded in the-

North : Moti Singh, Beradar Singh, CS Plot No. 1170.
South : Sudarsan Rai brother of the Kunkun Rai, Part of CS Plot No. 1169.
East : Branch Road.
West : Laxmi Narain C.S. Plot NO. 1168.

SCHEDULE-‘A’

(Description of the Flat/Apartment And the Car Parking Space alongwith boundaries)

Apartment Name : **“JWALA SHREE”**
Location : Mohalla- Dhanaut Mahua Bagh, Mauza- Dhanaut, Patna
Flat No. :
Floor :
Block : “.....”
Area : in Sq. ft
(a) Carpet area of flat excludigSq.ft
(b) area of exclusive balcony Sq.ft
(c) area of external wallsSq.ft
..... Sq.ft

Super built-up are of the flat is (.....) Sq.ft. Approx

Bounded in the Flat:-

North :;
South :
East :
West :

No. of Car Parking space : One at Ground floor

SCHEDULE-‘B’
(Floor Plan of the Flat/Apartment)

Drawing of flat.

SCHEDULE-‘C’
(Payment Schedule /Plan)

At the time of Booking :

Rs.

On Commencement of finishing

work or at possession of flat.

Rs.....

Total Rs. :-

Rupees (.....) only

Payment plan can be revised with mutual consent of both parties

SCHEDULE- 'D'

(Specifications, Amenities and Facilities of the Flat)

SCHEDULE- II

GENERAL SPECIFICATION

Structure: R.C.C. Frame structure as per structure of Engineer's Design.

Civil Work: (a) First Class Brick (1 No.) will be used in the Building for walls.

(b) All walls (Internal and External) and ceilings will be coated with wall putty & external wall will be painted with weather coat.

Doors: Door frame (Chaukhat) will be of Sal Wood, Main door will be 32mm with polished. Internal door will be 30mm (ISI Standard) with double coated enamel paint, Door eye & Main Door safety chain will be fitted internally.

Windows: Window frame will be of Sal/ Aluminum and Glass will be fixed in Gamhar wood/ Aluminum with Grill.

Flooring: Vitrified flooring in all covered areas inside the flat. Lobby & Stairs flooring will be of Marble/

Vitrified. Parking will be of Mosaic Tiles/ Kota Stone.

Toilet: Glazed Tiles on wall up to 7'-0" (Seven feet), Floor will be Tiles. Wall mixture (HOT & Cold) will be fitted with Geysers in both Bath rooms.

Kitchen: Kitchen top will be of Granite with steel Sink (with Sink Mixture-Hot & Cold), Glazed Tiles up to 2' (Two feet) height from working platform, Points for water purifier, Oven, Mixer Grinder Point & Chimney point will be provided.

Electrical: Concealed wiring inside the flats, wires, Modular fittings (Switches, Power Plugs. Electronic changeover (Auto), MCB & MCCB etc. will be of ISI Standard. One A.C. Point (Split) in all Bed Rooms and Dining cum Drawing Room.

T.V. & Telephone: One T.V. & Telephone point (Not connection) will be provided in all bed Room & Drawing hall.

Intercom: One point in Drawing room

Basin: 3 (Three) Set Basin with Basin Mixture (HOT & Cold) will be fixed in each flat (One in each Toilet and other in Dining Hall.

C.P. Fitting : All C.P. Fitting will be ISI standard.

..... X XX