AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ..... (Date) day of ....., (Month), **2021**;

BY AND BETWEEN

M/S SUBHLAKSHMI ENGICON PVT. LTD., (PAN- AAPCS4191L) a company registered under the provisions of companies Act. 1956 having its registered office at 604, Jagat Trade Centre, Sixth Floor, Fraser Road, Patna, PIN- 800001, Bihar, having its Registration no. U45200BR2011 PTC016541, through one of its Director **Mr. Ravi Ranjan Roy** (Aadhaar No. 7601 9864 9343, PAN- AFGPR3366H & Mobile No. 9431020219) aged about 41 years, Occupation- Business, by caste Awadhia Kurmi, son of Mr. Ravindra Prasad Roy, residing at Flat No. 302/303, Deolok Apartment, Road No. 3E, New Patliputra Colony, Patna, PIN- 800013, Bihar, hereinafter referred to as the

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"Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

....., aged about .... years, Occupation- ....., by caste ....., son of ....., resident of ...., 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 assigns).

Aadhaar No. .....

PAN- .....

Mobile No. .....

The Promoter and Allottee 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. The Promoter is the Developer of land measuring 5602.4 (Five thousand Six hundred Two and point Four) Sq.ft. of land pertaining to part of Survey Plot No. 403, Khata No.52, under Thana No.12, Tauji No. 26, situated in Mauza Kumhrar, P.S. Sultanganj, District Patna and within jurisdiction of Patna Municipal Corporation, within limit of Sub Registration Office Patna City and District Registration Office Patna;

AND WHEREAS:

The Promoter become the Developer of the property to frame and launched

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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 Promoter agrees to pay all outgoings before transferring the physical possession of the apartment 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 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 there for by such authority or person,

The Allottee has paid a sum of ₹ ...../- (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 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 prescribed in the Rules.

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/bankers cheque or online payment (as applicable) in favour of '**M/S SUBHLAKSHMI ENGICON PVT. LTD.**' 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 there under or any statutory amendment (s) modification(s)

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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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and 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 accepts no responsibility in 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 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 authorizes the 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 Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter 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 the 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 and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been

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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 Real Estate (Regulation and Development) Act, 2016 & Bihar Real Estate (Regulation and Development) Rules, 2017 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 FLAT:

7.1 Schedule for possession of the said Flat- The 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 Promoter assures to hand over possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the project in place 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 Promoter shall be entitled to the extension of time for delivery of possession of the Flat, 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 Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee 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 Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within

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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 promoter within 3 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 part of the Promoter. The Allottee, after taking possession, agree(s) 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 hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Flat- Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat 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 Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allonees 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 shall handover the necessary documents and plans, including common areas, 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 promoter, the promoter 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 promoter to the allottee within 45 days of such cancellation.

7.6 Compensation -The Promoter 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

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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 (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 his businesses 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 allottees, 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, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the 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, 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 [Promoter] 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 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 Flat;

(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 and common areas;

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

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(vii) The Promoter 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 Promoter 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 Promoter shall handover lawful, vacant, peaceful, physical possession of 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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of 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) Promoter 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 apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as

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agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

(i) Stop making further payments to 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 apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the 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 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 of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may 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 APARTMENT:

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The Promoter, on receipt of Total Price of the Flat as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the 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. [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 months from the date of issue 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.

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

The Promoter 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 allottees upon the issuance of the 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

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Use of Ground and Service Areas: The Ground(s) and service areas, as located within the **'S. B. YADAV PALACE'**, 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 shall not be permitted to use the services areas and the Ground 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, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the 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 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 Allottees 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 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 allottees 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.

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

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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. ADDITIONALCONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter 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.

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

The Promoter 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 Real Estate (Regulation and Development) Act, 2016 & Bihar Real Estate (Regulation and Development) Rules, 2017.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter 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 [Annexurc 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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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. SEVERAB1LITY:

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

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WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the 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, 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 Registrar Patna City/District Sub-Registrar Patna. Hence this Agreement shall be deemed to have been executed at **District Registration Office Patna.**

29. NOTICES:

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

.....

.....

.....

.....

M/S SUBHLAKSHMI ENGICON PVT. LTD.

604, Jagat Trade Centre, Sixth Floor, Fraser Road,

Patna, PIN- 800001, Bihar,

through one of its Director **Mr. Ravi Ranjan Roy**

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It shall be the duty of the Allottee and the Promoter 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, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

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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, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

Signature_____

.....

.....

.....

.....

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature (Authorized Signatory) _____

M/S SUBHLAKSHMI ENGICON PVT. LTD.

604, Jagat Trade Centre, Sixth Floor, Fraser Road,

Patna, PIN- 800001, Bihar,

through one of its Director **Mr. Ravi Ranjan Roy**

At Patna on____/____/_____ in the presence of:

Please affix photograph and sign across the photograph

WITNESSES:

(1) Signature_____

Name_____

Address _____

(2) Signature_____

Name_____

Address _____

Printed:-

Drafted as per RERA format and material provided by the parties :-

(Santosh Kumar)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association,
Patna.

(Dr. ANIL KUMAR SINHA, "UDDYOGI")
Advocate,
'Chamber', Collectorate Bar Association
Patna.

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Director

SCHEDULE 'A'

All that Flat no. ..... having Carpet area of ..... sq. ft. & Balcony ..... sq. ft. on the ..... floor in **'S. B. YADAV PALACE'** admeasuring corresponding Built up area ..... sq.ft. and Super built up area ..... sq. ft. along with garage/ covered parking no. ..... on ..... Floor, with proportionate share in land etc., constructed over land measuring 5602.4 (Five thousand Six hundred Two and point Four) Sq.ft. of land pertaining to part of Survey Plot No. 403, Khata No.52, under Thana No.12, Tauji No. 26, situated in Mauza Kumhrar, P.S. Sultanganj, District Patna and within jurisdiction of Patna Municipal Corporation, within limit of Sub Registration Office Patna City and District Registration Office Patna, having following boundaries:

Revenue Details of property:

1. Name of the District- Patna
2. Name of the Revenue Anchal- Patna Sadar
3. Name of the Revenue Halka- Kankarbagh
4. Name of the Revenue Village- Kumhrar
5. Revenue Thana no. - 12
6. Name of the Revenue Thana- Patna City
7. Zamabandi No. - 3775, Part 27, page No. 8452

BOUNDARY OF THE BUILDING/LAND :

NORTH	:	20 feet wide road and thereafter part of Plot No. 403,
SOUTH	:	Survey Plot No. 387,
EAST	:	Part of Plot No. 403,
WEST	:	Main Road.

BOUNDARY OF THE FLAT:

North	:
South	:
East	:
West	:

Note:- Govt. value is mentioned at **Code No.- 007 & Zone- 3** of M.V.R. 2016-17.

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SCHEDULE 'B' - FLOOR PLAN OF THEAPARTMENT

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SCHEDULE 'C'

PAYMENT PLAN

Time of Booking ;	5%
After casting of first roof;	10%
After casting of second roof;	10%
After casting of third roof;	10%
After casting of fourth roof;	10%
After casting of fifth roof;	10%
After completion of brick work of the concerned flat;	15%
After completion of plaster work of concerned flat;	10%
After completion of flooring of concerned flat;	10%
After completion of electric work;	5%
Rest before handing over the flat & registration;	5%

SCHEDULE 'D'

SPECIFICATIONS

AMENITIES, FACILITIES OF THE APARTMENT

1. BUILDING	Earth Quake resistance.
2. FOUNDATION	RCC frame Structure with brick work in cement mortar as per design and specification of the Architect/ Structural consultants.
3. CHOWKHATS	Door frame of sal wood.
4. MAIN DOOR	Wood finished door or flush door with brass fittings, locks, latches of reputed make.
5. OTHER DOOR	32 mm thick ISI mark flush door with stopper.
4. WINDOWS	UPVC window with glass and net sliding panel.
5. FLOORING	Vitrified tiles flooring (24" X 40" size) flooring along with skirting in area of flat.
6. KITCHEN	(A) Flooring Vitrified tiles. (B) Working platform- Granite slab (16mm) (C) Dado-24" high ceramic tiles. (D) Sink :

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	Stainless steel sink with suitable hot and cold water tap fittings. (E) Aqua Guard point provided. 15 (F) Geyser point provided for hot & cold water supply. (G) Provision for exhaust fan/ fresh air fan point to be provided.
7. DESIGN SPACE :	Provision of one wash basin in related space.
8. BATHROOM/TOILET	(a) Flooring – Antiskid ceramic tiles. (b) WALLS : Ceramic tiles up to 08 feet height. (c) SANITARY : White Glazed vitreous sanitary were of ISI mark (Hind ware/ Parry ware or equivalent) (d) FITTINGS : Chromium plated fittings of ESSCO/ MARC or equivalent. (e) CISTERN : Ceramic cistern in matching colour (f) Washing machine point will be provided. (g) Geyser point will be provided with suitable electrical connection. (h) Fresh air fan point will be provided in each bathrooms.
9. ELECTRICAL WORK	(1) All internal wiring in concealed conduits with copper wires ofISI marks. (2) All electrical modular switches and accessories of ANCOR/ LEGRAND/ HAVELLS make or equivalent. (3) Separate meter provisions for utilities and common space electrification.
10. T.V. & TELEPHONE :	One T.V. point and one telephone plug pin provided in the drawing room and in all the bed rooms.
11. CABLE :	Cable point to be provided in the drawing, Dinning and in all the bed rooms.

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11. INTERNAL WALL :	Internal wall of flats will be of putty. However walls of common 16 areas will be finished with good quality of plot over putty.
12. EXTERNAL WALL :	All external walls shall be covered with putty and 02 coats of branded all weather coat paint.

SCHEDULE 'E'

SPECIFICATIONS

AMENITIES, FACILITIES OF THE PROJECT

1. PARKING :	Marble crazy flooring/equivalent tiles with adequate lighting.
2. BORE HOLES :	Boring and Tube-well of adequate capacity CROMPTON/ KSB or equivalent make submersible pump connected to adequate capacity under ground / over head storage tank for uninterrupted water supply to all flats.
3. LIFT :	Provisions of one elevator of a Standard company (OTIS/KONE/ ECE/ JOHNSON or equivalent of 06 passengers capacity.
4. GENERATOR	Good quality branded silent Generator (Mahindra / Kirloskar make or equivalent) with adequate capacity for standby Power supply together with canopy and diesel storage tank. 500 watt power backup to each flat from Generator.
5. TRANSFORMER :	If required and permitted from PESU will be installed.
6. INTERCOM :	Intercom facility provided in each flats with central Console at Security Guard Station.

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7. SECURITY : C.C.T.V surveillance available at the reception counter.

NOTE : The specification are tentative and subject to minor modification. We, hereby declare and affirm that the content of the present deed is true and correct and nothing has been concealed by us. In future, after enquiry, if any fact is found to be incorrect and if the Government of Bihar incurs any revenue loss, then the Government of Bihar, may take legal action againts us for recovery of the same.

ALLOTMENT LETTER

To,

Mr. .....
Son of .....,
R/o. .....,
P.O.- ....., P.S. ..... Distt. .....

Dear Sir/Mam,

This has reference to your application for purchase of a Flat in our **"S. B. YADAV PALACE",** constructed over land land measuring 5602.4 (Five thousand Six hundred Two and point Four) Sq.ft. of land pertaining to part of Survey Plot No. 403, Khata No.52, under Thana No.12, Tauji No. 26, situated in Mauza Kumhrar, P.S. Sultanganj, District Patna and within jurisdiction of Patna Municipal Corporation, within limit of Sub Registration Office Patna City and District Registration Office Patna. The Company has been pleased to allot you a Flat no. ..... on ..... floor measuring total Carpet area of **..... sq.ft.** (..... square feet) & Balcony **.....** sq.ft. (..... square feet), which corresponding Built up area **.....** sq.ft. (..... square feet) & Super built up area is **.....** sq. ft. (..... ..... square feet) approx Super built up area in above said Apartment.

Cost of Flat etc. is Rs. .....=00 (Rupees .....) only.

Thanking you.

Your's Faithfully

For, ...

Subhlakshmi Engicon Pvt. L

Director

SUBHLAKSHMI ENGICON PVT. LTD.
107, Jagat Trade Centre, Fraser Road, Patna-800 001
Tel. No. : 0612-2216832

Ref. ..... Date .....

SCHEDULE – A

Name of the Apartment: - **S B YADAV PALACE**

Location: - Bhagwat Nagar, Main Road, Kumhrar, Patna

Survey Plot No.:- 403

Thana No. : - 12

Mauza: - Kumhrar

With Covered Car Parking of the Concerned Boundary of the Apartment/Plot.

North : 20 feet wide road and thereafter part of plot no. 403

South : Survey Plot no. 387

East : Part of Plot no. 403

West : Main Road

Subhlakshmi Engicon Pvt. Ltd

Director

SUBHLAKSHMI ENGICON PVT. LTD.
107, Jagat Trade Centre, Fraser Road, Patna-800 001
Tel. No. : 0612-2216832

Ref. ..... Date .....

SCHEDULE – B

FLOOR PLAN OF THE APARTMENT

Covered Car parking on the Ground Floor and four stories (G+4) building as per sanctioned map.

Subhlakshmi Engicon Pvt. Ltd

Director

SUBHLAKSHMI ENGICON PVT. LTD.
107, Jagat Trade Centre, Fraser Road, Patna-800 001
Tel. No. : 0612-2216832

Ref. ..... Date .....

SCHEDULE – C

Payment Plan

1. At the time of booking of flat	5%
2. After casting of first roof	10%
3. After casting of second roof	10%
4. After casting of thirdroof	10%
5. After casting of fourth roof	10%
6. After casting of fifth roof	10%
7. After completion of brick work of the concerned flat	15%
8. After completion of plaster work of the concerned flat	10%
9. After completion of flooring of the concerned flat	10%
10. After completion of electrical work	5%
11. Rest before handing over the flat & registration	5%

Subhlakshmi Engicon Pvt. Ltd

Director

SUBHLAKSHMI ENGICON PVT. LTD.
107, Jagat Trade Centre, Fraser Road, Patna-800 001
Tel. No. : 0612-2216832

Ref. .....

Date .....

SCHEDULE – D

1. Foundation: - As per design of Registered Structural Consultant.
2. Plinth: - Brick work over R.C.C.
3. Super Structure :- Earthquake resistant R.C.C. Frame
4. Brick Work :- 5inch thick brick work
5. Roof Slab :- Reinforced Cement Concrete (R.C.C.)
6. Plaster Work :- (i) Wall – 1:5 cement mix (12 mm thick)
   (ii) Slab – 1:4 cement mix (6 mm thick)

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Director

SUBHLAKSHMI ENGICON PVT. LTD.
107, Jagat Trade Centre, Fraser Road, Patna-800 001
Tel. No. : 0612-2216832

Ref. ..... Date .....

SCHEDULE – E

SPECIFICATION

1. FLOORING	:Vertified Tiles in Drawing/ Dining/ Bedroom and Kitchen.
2. DOOR & WINDOW	: Hardwood Frames with Flush Door and UPVC window with Glass & net sliding pannel.
3. KITCHEN	: Granite top Working Platform Stainless Steel Sink, Ceramic Glazed Tiles 2' above Working Platform.
4. TOILET	: Antiskid Ceramic Floor Tiles Ceramic Tiles up to Door Level on the wall.
5. ELECTRICAL	: Concealed electrification with Fire Retardant Cable and Switches Of ISI Mark, Provision for Adequate Light, Power Point T.V and Master Bedroom.
6. EXTERNAL FACED	: Exterior in Superior Paint Finish
7. INSIDE WALL FINISH	: Inside Wall with POP.
8. LIFT	: 6 Passenger Lift will be Installed.

Subhlakshmi Engicon Pvt. Ltd

Director

SUBHLAKSHMI ENGICON PVT. LTD.
107, Jagat Trade Centre, Fraser Road, Patna-800 001
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Ref. ..... Date .....

9. Round the clock 24 hour's water supply from underground boring to be installed by the Vendor.

10. Electricity supply to the unit through transformer to be set up by the builder with individual connection of 2 K.W. to the unit/flat of the VENDEE.

11. A common generator of sufficient capacity will be installed by the vendor for the purpose of uninterrupted power supply to the unit/flat supplying the power to use 500 watts in the individual at a time and also to the common utility facility.

Subhlakshmi Engicon Pvt. Ltd.

Director