AGREEMENT FOR SALE OF BUILDING

This agreement for sale of Building is made and executed on this .....day of .....2019.

By and Between:

AARTHIK REAL ESTATE DEVELOPMENT LTD a company incorporated under the Companies Act 2013, having its Registered office at 94 Phuliya Tola, Phulwari Sharif, Patna. Distt- Patna and its corporate office at - ....., PAN ..... represented by its authorized signatory ....., Aadhar No…… authorised vide board resolution dated …… hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns.

WHEREAS:

1. The said Land is earmarked for the purpose of residential bungalow and the said project shall be known as **RAHI NIWAS** :
East: -
West: -
North: -
South: -

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

3. The _____ has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration No _____

4. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project and for the building from_____. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

5. The Promoter has registered the Project under the provisions of the Act with the BIHAR, Real Estate Regulatory Authority at _____ No _____ on under registration.

6. The Allottee had appliced for Bungalow in the Project vide application No dated _____and _____ has been allotted Bungalow No _____ having carpet area of _____ square feet, type_____ on Ground floor ion RAHI NIWAS along with garage covered parking admeasuring _____ square feet in the said Bungalow as permissible under the applicable law ad of pro rata share in the common areas as defined under clause (n) of Section of the Act.

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

8. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulation, notifications etc, applicable to the Project.

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

10. In accordance with terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Bungalow and the garage as specified above.

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

1. **TERMS**

1.1 Subject to the terms and condition as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Bungalow as specified above.

1.2 The total price for the Bungalow based on the carpet areas is Rs _____ only.

Bungalow No:
Type :
Floor :
Total price in Rs

Explanation:

(i) The Total price above includes the booking amount paid by the allottee to the Promoters towards the Bungalow.

(ii) The Total Price above include Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax and Cess or a other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Bungalow 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 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 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 Promoter shall periodically intimate in writing to the Allotee, the amount payable as stated to (i) above and the Allotee shall make payment demanded by the Promoted within the time and in the manner specified therein, In addition, the Promoter shall provide to the Allotee the details of the taxes paid or demanded along with the acts/rules notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price Bungalow includes recovery of price of land. Construction of the common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Bungalow, water line and plumbing, finishing with paint marbles, tiles, doors, windows fire detection ad firefighting equipment in the common areas, maintenance charges as per 11 etc and includes cost of providing all other facilities, amenities and specifications to be provided within the Bungalow and the Project.

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

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

1.5 The promoter may allow in its sole discretion a rebale for early payments of instalments payable by the Allottee by discounting such early payment @__% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawl, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans layout plans and specification and the nature of fixtures, fitting 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 Allotee as per provisions of the Act, provided that the Promoter ma make such minor additions or alternation as may be required by the Allottee, or such minor changes or alternation as per the provisions of the Act.

1.7 Subject to Para 9.3 the Promoter agrees and acknowledge, the promoter agrees and acknowledges, the Allottee shall have the right to the Bungalow as mentioned below:-

(i) The allottee shall have exclusive ownership of the Bungalow.

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

(iii) That the computation of the price of the Bungalow includes recovery of price of land, construction of (not only the Bungalow but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the bungalow, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc and includes cost for providing all other facilities, amenities and specification to be provided within the Bungalow 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 Bungalow, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the Bungalow along with garage shall be treated as a single individual unit for all purposes. It is agreed that the project is an independent, self-contained project covering the said land and not a part of any other project or zone and shall not form a part of and or linked or combined with any other projects in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Projects facilities and amenities shall be available only for use and enjoyment of the Allottee 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 the 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 Allottee, the promoter agrees to be lilable, 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 liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has pad a sum of Rs _____ as booking amount being part payment towards the Total Price of Bungalow 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 Bungalow 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 the payment, on written demand by the Promoter, within 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 payable at _.

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

3.1 The Allottee, if the 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 9s) 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 fulfil its obligation 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 statuory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee under stands 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 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 Bungalow 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 PAYMENT**. The Allottee authorises the promoter to adjust/appropriate all payments made by him/her under any heads (s) of dues against lawful outstanding of the allotee against the Bungalow, if any, in his/her name and the Allotee 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 Bungalow 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/BUNGALOW**. The Allottee has seen the proposed layout plan, specification, amenities and facilities of the Bungalow and accepted the floor plan, layout plan and the specification, amenities and facilities (annexed with this agreement) which has been approved by the competent authority, as represented by the Promoter. The Promotyer 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 byelaws, FAR and density norms and provisions prescribed by the (Please insert the relevant State Laws) 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 BUNGALOW**.

7.1 **Schedule for possession of said Bungalow**. The Promoter agrees and understands that timely delivery of possession of the Bungalow 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 Bungalow along with ready and complete common areas with all specifications, amenities and facilities of the project in place on RAHI NIWAS, 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 extension of time for delivery of possession of the Bungalow, 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 allotee 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 Bungalow to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate (provided that, in the absence of local law the

conveyance deed in favour of the allotee 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 fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession agree9s) 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 Bungalow, as the case may be for the allotee at the time of conveyance of the same.

7.3 **Failure of Allottee to take Possession of Bungalow**. Upon receiving a written intimation from the Promoter as per para 7.2 the Allottee shall take possession of the Bungalow from the Promoter by executing necessary indemnities undertakings and such other documentation as prescribed in the Agreement and the Promoter shall give possession of the Bungalow 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 Bungalow to the Allottee, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas to the association of Allottee or the competent authority as the case may 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 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 by limitation provided under any law for the 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 Bungalow 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 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 allotees in case the Allottee wished to withdraw from the Project, without prejudice to any other remedy available to return the total amount received by him in respect of the Bungalow with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of its 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 the possession of the Bungalow, which shall be paid by the promoter to the allottee within forty five days of its 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 litigation pending before any Court of Law or Authority with respect to the said Land Project or the Bungalow.

(v) All approvals, licences and permits issued by the competent authorities with respect to the Project, said Land and Bungalow 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 Bungalow and common areas.

(vi) The promoter has the right to enter into this Agreement and has not commited 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 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 Bungalow 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 Bungalow to the Allottee in the manner contemplated in the Agreement.

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Bungalow 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 if 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, damage 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 the 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 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 Bungalow 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 habitable condition which is complete in all respects including the provision of all specification amenities and facilities as agreed to between the parties and for which occupation certificate and completion certificate as the case be has been issued by the competent authority.

(ii) Discontinuance of the Promoters 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 Promoter under the condition listed above, Allottee is entitled to the followings:-

(i) Stop making further payment 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:

(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 of receiving the termination notice.

Provided that whre 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 Bungalow, which shall be paid by the promoter to the allottee within forty five days of it become 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 payment for ___ 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__ consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Bungalow 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 BUILDING**. The promoter, on receipt of total price of the Bungalow as per para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Bungalow 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 authorises the promoter to withhold registration of the conveyance deed in his her favour till payment of stamp duty and registration charges to the promoters is made by the allottee.

11. **MAINTENANCE OF THE SAID BUILDING PROJECT**. The promoter shall be responsible to provide and maintain essential services in the project till and 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 Bungalow.

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 five years by the Allottee from the date of handing over possession, it shall be the duty of the promoters to rectify such defects without further charge within 30 days and in the event of promoters 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 BUILDING FOR REPAIRS**. The promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas garage/covered parking and parking spaces for providing necessary maintenance services and the garages and parking spaces for providing necessary maintenance services and the allottee agrees to permit association of allottee and or maintenance agency to enter into the Bungalow 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 Service Area: The service areas, if any as located within the RAHI NIWAS, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub station, transformers, 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 BUNGALOW**.

15.1 Subject to para 12 above, the Allottee shall, after taking possession be solely responsible to maintain the Bungalow 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 Bungalow, or the staircase, common passage, 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 Bungalow and keep the Bungalow, 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 was 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 / façade 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 Bungalow 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 Bungalow.

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.

16. **COMPLIANCE OF LAWS, NOTIFICATION ETC BY PARTIES**. The parties are entering into this Agreement for the allotment of a Bungalow with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**. After the Promoters executes this Agreement he shall not mortgage or create a charge on the Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or chare shall not affect the right and interest of the Allottee who has taken or agreed to take such Building.

19. **APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)**. The promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the _____. The promoter showing compliance of various laws/regulations as applicable in _____

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 with 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub Registrar, Danapur 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 Allotted for rectifying the default which if not rectified with 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

22. **RIGHT TO AMEND**. This Agreement may only be amended through written consent of the parties.

23. **PROVISONS 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 Building and project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Bungalow, in case of a transfer, as the said obligations go along with Bungalow for all intents and purposes.

24. **WAIVER NOT ALIMITATION TO ENFORCE**.

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

25. **SERVICEABILITY**. 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 extend 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 WHEREEVER REFERRED TO IN THE AGREEMENT**. Whereever 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 Bungalow bears to the total carpet area of all the Bungalow 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 action, in addition 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 transactions.

28. **PLACE OF EXECUTION**. The execution of this Agreement shall be complete only upon its execution by the promoter through its authorised signatory as the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in _____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 Resistrar, Danapur. Hence this Agreement shall be deemed to have been executed at.

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 Registered post at their respective addresses specified below:-

_____Name of Allottee

_____(Allottee Address)

_____ Promoter Address

_____(Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequently 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 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 the Actor the rules or the regulations made there under.

32. **GOVERNING LAW**. That the rights and obligations of the parties under or arising out of 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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature_____

Name_____

Address_____

(2) Signature_____

Name_____

Address_____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory)_____

Name_____

Address_____

At_____ on _____ in the presence of:

WITNESSES:

1. Signature_____

Name_____

Address_____

2. Signature_____

Name_____

Address_____

SCHEDULE- A

Name of the Unit....., Model-....., Unit No.-....., Road No-....., Land Area-..... Sqft. Built up area....., Carpet area..... Khata No....., Plot No..... Thana no....., Mauza....., Ward No..... Dist.,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Boundary of Unit:-

North-

South-

East-

West-

SCHEDULE- B

Customer Name:-.....

Specification Of the Building:-.....(Name of the Building)

Nomenclature	Brief Description
Structure	**As per Map approved**
Doors	
Window.	
Kitchen	
Flooring	
Bathroom	
Internal Wall Finish	
External Wall Finish	
Electrical	
Water Supply	
Parking Space	
Power Supply	

SCHEDULE- C

SCHEDULE OF PAYMENTS:-

1. Two days before of land fee for sale deed
2. At the time of work starting 10%
3. At the time of completion of plinth level ____%
4. Ground Floor Roof Casting ____%
5. 1st Floor work starting time ____%
6. At the time of 3 ft Brick work completion on 1st floor ____%
7. 1st Floor Roof Casting ____%
8. At the time of plaster work starting ____%
9. Interior plaster completion time ____%
10. At the time plaster final completion ____%

11. Doors and windows fitting time ____%
12. Before 10th days of Handover _____%
Total
(In Word Rupees.....)

Note:- GOODS AND SERVICE TAX shall be charged separately on every instalment as per Government Rules and Regulations.
Both Parties having read, understood the contents purport of this agreement in their full sense have put their respective signature on this document as a token of their consent and acceptance in presence of witness for future reference and need
Witness:-
1. Vendor

2.
Vendee

SCHEDULE- D

SPECIFICATION AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)

1. Common and Separate boundary wall.
2. Railing: (a) Stair Railing of Iron (b) Roof Railing of 3" Brick work.
3. **Structure**. R.C.C Structure with brick work in cement mortat as per design and specification of structural/consultant.
4. **Doors**
   (a) Wooden door frame (Chaukhat) with flush door.
   (b) Synthetic enamel paint on one coat of primer.
5. **Window**. Aluminium frame with glass and iron as per company declaration.
6. **Kitchen**
   (a) Vitrified floor tiles.
   (b) Working platform Granite slab.
   (c) Dado 2ft height ceramic tiles above working platform.
   (d) Steel sink with tap.
5. **Flooring**. Vitrified tiles in all areas of flat. Including stair additional garage area.
6. **Bathroom**.

   (a) Hot and Cold water Point.
   (b) Ceramic Floor tiles (rough finish)
   (c) Dado ceramic tiles upto 7ft all around.

(d) Sanitary ware of standard make.
(e) Fitting: Chrome plated fitting of standard make
(f) Flush tank-Acrylic in white colour of std. make.

7. **Internal Wall Finish**. All internal walls be finished with cement plaster. Plaster of paris/putty with cement primer and 2 cort paint.

8. **External Wall Finish**. All external walls be finished with two coats of weather cost paint.

9. **Electrical**.

(a) All internal wiring in copper conductor using concealed PVC conduits.
(b) All electricals switches and accessories of std. make (fans and other fixtures not included)
(c) Adequate lighting point sockets etc. outlets provided in each flat.
(d) Own washing machine point.

SCHEDULE-E

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

1. 20ft wide road with PCC and street light.
2. Drainage system through pipes connectivity.
3. CCTV for security purpose.
4. Entrance Gate.