AGREEMENT FOR SALE

Project Registration No. .....

This Agreement for Sale is executed at Patna on this ____ day of ....., 2025 of the Christian Era; by and **M/s SHAKYA HOMES PVT LTD.** Bearing Registration No.U41001BR2023PTC063286, Registered Office A Flat No.501, ASMI HOMES, PRIYADARSHI NAGAR, NEAR DPS SCHOOL, DANAPUR, PATNA -801503 Bihar through its Director **Sri Abhishek Kumar,** S/o Sri Chandrika Prasad, Resident of Flat No.501, ASMI HOMES, PRIYADARSHI NAGAR, NEAR DPS SCHOOL, DANAPUR, PATNA -801503 **Bihar** hereinafter referred to as the **"FIRST PARTIES"** which expression shall, unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in-interest of the ONE PART.

AND

Mr....., (Aadhar No. .....) Son of Sri ....., Aged about ..... yrs Residing at....., District-

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Director

.....PAN- ....., Mob. No. ..... here in after called the **"Allottee"**

WHEREAS

A. The land owner Sri Amit Rana (2) Sri Saurav Rana and (3) Sri Gaurav Rana and Rashmi Rana who are sons and daughter of Late Ravindra Kumar Rana, resident of B.V. College, P.S- Shastrinagar, District-Patna executed the Development Agreement dated 05.06.2023 vide Deed No.5416 on the basis of a Power of Attorney dated 30.05.2023 vide Deed No.53 executed by Smt Rashmi Rana who is wife of Late Ravindra Kumar Rana and mother of all the above landowners for the land situated at Mauza- Jalalpur, (AbhiyantaNagar), P.S. Rupaspur, Pargana Phuwari, Thana No.22, Tauzji No,5520, Khana No.107, Plot No.76 for an area of 10 Kathan (31.25 decimal) .

B. The promoter is the absolute and lawful owner ofKhata No.107,kheshranos.-**176, Thana no.22, Survey Thana Phulwari, Tauji No.5520 ,** totally admeasuring **31.25** decimals situated atMauza- Jalalpur, (Abhiyanta Nagar), P.S. Rupaspur, Pargana Phuwari, Sub registrarof **Phulwarisharif within Sadar office- Patna** having following other descriptions:-

Boundary

North	- Part Plot No.76 Jamuna Prasad Yadav etc
South	- Branch Road
East	-Branch Road
West	- Part Plot No. 76

C. ***said land is earmarkedfor the purpose of building a residentialproject , comprising singleMultistoried apartment building having ..... Flats and the said project shall be known as "Shakya Enclave"***

D. 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 ;

E. **TheEXECUTIVE ENGINEER, NAGAR PARISHADPHULWARISHARIF,PATNAhas granted the commencementcertificate todevelop the project vide approval dated ..... bearing registration no. ....., Building Plan Case No. .....;**

F. The promoter has obtained the final layout plan , sanctioned plan , specifications and approvals for the project and also for the apartment , plot building as the case may be , from **EXECUTIVE ENGINEER, NAGAR PARISHAD PHULWARISHARI, PATNA**. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act and other laws as application;

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G. The promoter has registered the project under theprovisions of the act with the Bihar Real Estate Regulatory Authority atPatna on**11/.../2025** under registration no. .....

H. The Allottee had applied for the Apartment in the project vides application no. Dated ..... and has been **allotted Flat no. .....** having **Super Built up area of ..... square feet**, type .....**BHK**, on..... **floor** in Block no. Aalong with covered parking as permissible under the applicable law and pro rata share in the common areas as defined under clause of section 2 of the act.

I. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed here in;

J. _____[Please enter any additional disclosures/details]

K. The parties here by confirm that they are signing this agreement with full knowledge of all laws , rules , regulations , notifications, etc , applicable to the project ;

L. The parties relying on the confirmations ,representations and assurances of each other to faith fully 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 agreement on the terms and conditions appearing here in after ;

M. In accordance with the terms and conditions set out in this agreement and as mutually agreed up on by and between the parties the promoter hereby agrees to sell and the allottee here by agrees to purchase the Apartment and the covered parkingas specified in Para G.

NOW THEREFOR, in considerationof the mutual representation, covenants,assurance promises and agreements contained herein andother good and valuable consideration, the parties agree as follows;

1. **TERMS**

1.1 Subject to the terms and conditions as detailed in this agreement the promoter agrees to sell to the Allottee and Allottee here by agrees topurchase, the apartmentas specified in Para G.

1.2 The total price of the apartment based on the Super Built-up area is **Rs ...../- (Rupees .....Only)**

1.3 Rs. 0,00,000/- (Rupees .....) only for Parking Space/Amenities –

Total Rs 000000000/- (Rupees ..... Only) including/excluding 1 % GST

Blockno. A Flat no. **103** Area 952sq. ft. Type 2BHK	Rate of apartment per square feet is Rs ...../sq. ft.	**Amount** **Rs .....**

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Floor 1st		
Grand Total price- Rs ...../-	Rupees ..... Only).	

Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas cost of exclusive open terrace areas proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per Para 11 etc.

Coveredparking/Amenities Charge	Rs. 000000/-
Total price**Rs.0,00,000/-**	Rupees.....only

EXPLANATION:-

(i) The total price above includes the booking amount paid by the allottee to the promoter towards the apartment.

(ii) The total price above excluding taxes (costing of tax paid or payable by the promoter by way of value added tax , service tax , or any 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 the handing over the possession of the apartment to the allottee and the project to the association of allottee 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, shall include the extension of registration , of any granted to the said projected by the authority , as per the act the same shall not be charge from the allottee:

(iii) The promoter shall periodically intimate in writing to the allottee, the amountpayable as stated in(i) above and the Allottee shall make payment demanded by the promoterwithin the time and in the manner specified therein. in addition the , the promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/

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rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The total price ofapartmentinclude 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 apartment, lift, water line and plumbing , finishing with paint , marbles, tiles doors , windows, fire detection and firefighting equipment in the common areas , maintenance charges as per Para 11 etc.and include cost of providing all other facilities amenities and specifications to be provided within the apartment and the project.

1.3 The Total price is escalation-free, save and excepts increases which the allottee here by agree s 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 lived or imposed by the competent authority from time to time . The promoter under takes and agrees that while raising a demand on the allottee for increase in development charges , cost /charges imposed by the competent authorities, the promoter shall enclose the said notification / order /rule /regulation to that effect along with the demand letter being issued to the allottee , which shall only be applicable on subsequent payments . 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 charge from the allottee.

1.4 The allotteeshall make the payment as per the payment plan setout in schedule C

1.5The promoter may allow, in its sole discretion , rebate for early payments of installments payable by the allottee by discounting such early payment s @ .....% per annum for the period by which the respective installment has been proponed . The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an allottee by the promoter.

1.6 It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans , layout plans and specifications and the nature of fixtures and amenities described here in at schedule D and schedule E in respect of the apartment , plot or building , as the case may be without the previous written consent of the Allottee as per the provisions of the act.Provided that the promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

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1.7. The promoter shall confirm to the final carpet area that has been allotted to the allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority , by furnishing details of the changes , if any in the carpet area . The total price payablefor the carpet area shall be recalculated upon confirmation by the promoter. If there is reduction in the carpet area then the promoter shall refund the excess money paid by allottee with in forty- five- days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the allottee. if there is any increase in the carpet area , of the apartment , allotted to allottee , the promoter may demand that from the allottee as per the next milestone of the payment plan as provided in the schedule c . all these monetary adjustments shall be made at the same rate per square feetas the agreed in the Para 1.2 of this agreement .

1.8. Subject to Para 9.3 the promoter agrees and acknowledge, the allottee shall have the right to the apartment as mentioned below:

(i) The allottee shall have exclusive owner ship of theapartment

(ii)The allottee shall also have un-divided proportionate share in the common areas. since the share/ interest of allottee in the common areas is undivided and cannot be divided or separated , the allottee shall use the common areas 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 the allottee after duly obtaining the completion from the competent authority as provided in theact.

(iii) That the computation of the price of the apartment include 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 apartment lift water line and plumbing , finishing with paint marbles , tiles doors, windows , fire detection and firefighting equipment in the common areas , maintenance charges as per Para 11 etc. And includes cost for providing all other facilities,amenities and specification to be provided with in the apartment and the project.

(iv) The allottee has the right to visit the project site to assess theextent ofdevelopment of the project and his apartment/plot, as the case may be.

1.9. It is made clear by thepromoter and the allottee agrees that the apartment along with covered parking shall be treated as the single indivisible unit for all purpose. It is agreed that the project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not from a part of and/ or linked / combined with another project in its vicinity or otherwise excepts for the purpose of integration of infrastructure for the

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benefit of the allottee . It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the allottee of the project.

1.10. The promoter agrees to pay all out goings before transferring the physical possession of the apartment to the allot tees, which it has collected from the allottee , for the payment of outgoings (including land cost , ground rent , municipal or other local taxes , charges of 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 out goings collected by it from the allottee or any liability, mortgage loan and interest there on before transforming the apartment to the allottee , the promoter agrees to be liable , given 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.

1.11. The allottee has paid a sum of **Rs 0,00,000/-**(Rupees .....Only)as per following details:

Date	Receipt No.	DD/Cheque No.	Amount	Tax

The above amount has paid as booking amountbeing part payment towards the total price of theapartmentat the time of application the receipt of which the promoter hereby acknowledges and the allottee here by agrees to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the promoter within the time and in the manner specified there in:

Provide 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, with in the stipulated time as mentioned in the payment planthrough a/c payee cheque / demand draft/bankers cheque or online payment in favor of **'M/s SHAKYA HOMES PVT LTD'**payable atPATNA

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

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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 rule and regulations made there under or any statutory amendment (s) modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale transfer of immovable properties in India etc. and provide the promoter 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 laws . The allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable law. The allottee understands and agrees that in the event of any failure on his/ her part of 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 matter 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 singing 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 of the 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 here in any way and the promoter shall be issuing the payment receipts in favor of the allottee only.

4. ADJUSTMENT / APPROPRIATION OFPAYMENTS:

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 apartment, 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 apartment to the allottee and the common areas to the association of allottee or the competent authority, as the case may be.

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

The allottee has seen the proposed layout plan ,specifications amenities and facilities of theapartment andaccepted the floor plan , payment plan and the specifications, amenities and facilities which has been approved by the competent authority , as represented by the promoter. The promoter shall develop the project in accordance with the said layout, plans floor plans, andspecifications, amenities and facilities. Subject to the terms in the Agreement the promoter under takes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye –laws FAR and density norms and provisions prescribed by the BIHAR BUILDING BYE LAWS,2014and shall not have an option to make any variation / alteration /modification in such plans', other than in the manner provided under the act , and breach of this term by the promoter shall constitute a material breach of the agreement .

7. **POSSESSION OF THE APARTMENT:**

7.1 Schedule for position of the said Apartment-The promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottee or the competent authority , as the case may be , is the essence of the agreement . The promoter assures to hand over possession of the apartmentalong with ready and complete common areas with all specification , amenities and facilities of the project in place on ..... unless there is delay or failure due to war , flood , drought , fire, cyclone , earthquake or PANDEMIC SITUATION OR any other calamity caused by nature affecting the regular development of the real estate project.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 extensions of time for delivery of possession of the Apartment, provided that such force Majeure conditions are not of 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 the date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money 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 obligation and liabilities under this agreement.

7.2 Procedure for taking possession-The promoter upon obtaining the occupancycertificate from the competent authority shall after in writing the

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possession of the apartment, to the Allottee in terms of this agreement to be taken within two months from the date of issue of occupancy certificate. The promoter agrees and under takes to indemnify the allottee in case of failure offulfillment of any of the provisions formalities,documentation on part of the promoter.The allottee, after taking possession, agree(s) to pay the maintenance charges asdetermined by the promoter / association ofallottee, 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, as they case may be to the allottee at the time of conveyance of the same.

7.3 Failure of allottee to take position of apartment: -Up on receiving a written intimation from the promoter as per Para 7.2 the allottee shall take possession of theapartment from the promoter by executing necessary indemnities undertaking and such other documentation as prescribed in this agreement , and the promoter shall give possession of the apartment to the allottee. In case the allottee fails to take possession within the time provided in Para 7.2, such allottee shall continue to be liable to pay maintenance charges specified in Para 7.2

7.4 Possession by the allottee :- After obtaining the occupancy certificate and handling over physical possession of the apartment to the allottee it shall be the responsibility of the promoter to hand over the necessary documents and plans , including common areas , to the association of allottee OR THE Competent authority , as the case may be within thirty days after obtaining the compliment 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 here in 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 his being developed or has been developed , in the manner as provided under the act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force .

Expert for occurrence of the force majeure event if the promoter fails to complete or is unable to give possession of the apartment1.In accordance with the terms of the agreement, duly completed by the date specified in Para 7.1or 2. Due to discontinuance of his business as the developer on account of suspension or re vocation of the registration under the act, or for any other

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reasons , the promoter shall be liable on demand to the allottee in case of the allottee wishes to withdraw from the project without prejudice to any other remedy available to return the amount received by him in respect of the apartment with interest at the rate prescribed in the rule s including compensation in the manner as provided under the act within 45 days of it becoming due. Provided that where if the allottee does not intend to withdraw from the project , the promoter shall pay the allottee interest at the rate prescribed in the rules of every month of delay till the handing over of the possession of the apartment which shall be paid by the promoter to the allottee withinforty-five days of the becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The promoter here by represents and warrants to the allottee as following
(i). The promoter has absolute, clear and marketable title with respect to the said land ,the requisite rights to carry out development up on 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;

(iv) There are no litigations pendingbefore any court of law orauthority with respect to the said land, project or the apartment

(v) All approvals, licenses and permits issued by the competent authorities with respect to the project said land and apartment 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 apartment 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 where by the right title and interest of the allottee created here, 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 and or party with respect to the said land , including the project and the said apartmentwhich 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 what'sever from selling the said apartment to the allottee in the manner contemplated in the agreement ;

(ix) At the time of the execution of the conveyance deed the promoter shall hand over lawful,vacant , peaceful, physical possession of the apartment to the

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allottee and the common areas to the association of allottee 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 as the case may be, along with common areashas been handed over to the allottee and the association of allottee or the competent authority , as the case may be ;

(xii) No notice from the government or any other local body and 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 the project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the force majeure clause, the promoter shall be considered under a condition ofdefault, in the following events:

(i) Promoter fails to provide ready to move in possession of the apartment 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 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 regulation made there under .

9.2 Incase of default by promoter under the conditions listed above allotteeis entitled to the following:

(i) Stop marking further payments to promoter as demanded by the promoter. if the allottee stops making payments the promoter shall correct the situation

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by completing the construction milestones and only there after the allottee be require to make the next payment with put any interest ;or

(ii)the allottee shall have the option of terminating the agreement in which case the promoter shall be liable the 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-fivedays 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 apartment, which shall be paid by the promoter to the allottee within fifty-five days of it becoming due.

9.3 The allottee shall be considered under a condition of default, on the occurrence of the followings events:

(i) In case the allottee fails to make payments for 2 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 the paid beyond 3 consecutive months after notice from the promoter in this regard , the promoter may cancel the allotment of the apartmentin the favor 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 there upon 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:

The promoter , on receipt of total price of the Apartment as Para1.2 under the agreement from the allottee , shall execute a conveyance deed and convey the title of the apartment together with proportionate indivisible share in the common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be , to the allottee. however , in case the allottee fails to deposit the stamp duty and/ or registration charges with in the period mentioned in the notice, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/ her favortill payment of stamp duty and registration charges to the promoter is made by the allottee.

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

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The promoter shall be responsible to provide and maintain essential services in the project till the taking over the maintenance of the project by the association of allottee upon the issuance of the completion certificate of the project . Thecost of suchmaintenance has been included in the total price of the apartment

12. **DEFECTLIABILITY:**

It is agreedthat in case any structural defect of any other defect in workmanship , quality or provision of services or any other obligation of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter with in 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 , with in 30 (thirty) days , and in the event of promoter 's failure to rectify such defects with in 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 allottee 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 allottee and/or maintenance agency to enter into the apartmentor 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 the basement and service Areas: the basement (s) and services areas, if any as located within the **SHAKYA Enclave**shall be earmarked for purposes such as parking spaces and service including but not limited to electric substation , transformer, DG set rooms, underground , water tanks , pump rooms , maintenance and service rooms , fire fighting pumps and equipments etc. And other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the services areas and the basements in any manner what's over , other than those earmarked and parking spaces , and the same shall be reserved for use by the association of allottee formed by the Allottee for rendering maintenance services.

15. **GENERAL COMPLEANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to Para 12 above the allottee shall after taking possession be solely responsible to maintain the apartment at his/her own cost , in good repair and condition and shall not do or suffer to be done anything in or to

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the building or the apartment or the staircases , lifts common passages , corridors, circulation areas , atrium , or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the apartmentand keep the apartment, its walls and partitions , sewers, drains ,pipe and appurtenances there to or belonging there to 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 under takes , assures and guarantees that he/ she is not put any sign- board / name plate, neon light publicity material or advertisement material etc. On the face / faced of the building or anywhere on the exterior of the project, buildings there in or common areas. The allottee shall also not change the color scheme of the outer walls or paintingof 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 Apartment or place any heavy material in the common passages or staircase of the building . The allottee shall also not remove any wall, including the outer and bearing wall of the apartment.

15.3 the allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the promoter and there after the association of allottee and / or maintenance agency appointed by association of allottee . 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:**

The parties are entering into this agreement for the allotment of the apartment with the full knowledge of all laws, rules, and regulations notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:**

The promoter under takes 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 (ies) and disclosed except and disclosed , except for as provided in the act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREAT A CHARGE:**

After the promoter executes this agreement he shall not mortgage or create a charge on the apartment and if any such mortgage or charge is made or created then not withstanding anything contained in any other law for the

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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 apartment

19. **APARTMENT OWNERSHIP ACT (OF THE RELEVENT STATE):**

The promoter has assured the allottee that the project in its entirety is in accordance with the provisions of the BIHAR BUILDING BYE LAWS,2014. The promoter showing compliance of various laws/ regulations as applicable in THE STATE OF BIHAR

20. **BINDING EFFECT:**

Forwarding this agreement to the Allotteeby 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 sub –registrarPhulwarisharif/Patnaas and when intimated by the promoter . if the allottee (s) fails to execute and deliver to the promoter this agreement with in 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 with in 30 (thirty) days from the date of its receipts by the allottee, application of the allottee , shall be treated as cancelled and all sums deposited by the allottee in connection there with including the booking amount shall be returned to the allottee without any interest or compensation what's over.

21. **ENTIRE AGREEMENT:**

This agreement along with its schedules, constitutes the entire agreement between the parties with respect to the subject matter here of and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral , if any , between the parties is regard to the said apartment, as the case may be.

22. **RIGHT AMEND:**

This agreement may only be amended through written consent of the parties.

23. **PROVISIONS OF THE AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT**

It is clearly understood and so agreed by and between the parties here to that all the provisions contained herein and the obligations arising here under in respect of the apartment and the project shall equally be applicable to and enforceable against and by any subsequent allottee of the apartment, in case of

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a transfer , as the said obligations go along with the apartment 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 planincluding 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 allottee.

24.2 Failure on the part of the parties to enforce at any time or for any period of time the provisions here of shall not be construed to be a waiver of any provisions or of the right there after to enforce each and every provision.

25. **SEVERABILITY:**

If any provision of this agreement shall be determined to be void or unenforceable under the act or the rules and regulations made there under or under other applicable laws , such provisions of the agreement shall be deemed or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law , as the case may be , and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER 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 apartmentbears to the total carpet area of all the apartment in the project.

27. **FURTHER ASSURANCES:**

Both parties agree that they shall execute , acknowledge and deliver to the other such instruments and take such other actions , in additions to the instruments and actions specifically provided for herein , as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated here in or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction .

28. **PLACE OF EXECUTION:**

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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– register atPhulwarisharif, Patna. Hence this Agreement shall be deemed to have been executed at Phulwarisharif, Patna or Patna Sadar, Patna.

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 it send to the allottee or the promoter by registered post at their respective address specified below:

Mr. ....., (Aadhar No. .....) Son of ....., Patna City, Patna-800006.

M/s SHAKYA HOMES PVT LTD ,Administrative office at present office at –C Flat No.501, ASMI HOMES, PRIYADARSHI NAGAR, NEAR DPS SCHOOL, DANAPUR, PATNA -801503.

It shall be the duty of the allottee and the promoter to inform each other of any changein addresssubsequent 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.

29. **JOINT ALLOTTEE:**

That in case there are joint allottee 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 properly served on all the allottee.

30. **SAVINGS:**

Any application letter , allotment letter , agreement , or any other document signed by the allottee , in respect of the apartmentas the case may be , prior to the execution and registration of this agreement for sale for such apartment 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.

31. **GOVERNING LAW:**

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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.

32. **DISPUTE RESOLUTION:**

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

IN WITNESS WHERE OF 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

1. Signature .....

Name: -....., (Aadhar No. .....) Son of Sri ....., Aged about ..... yrs Residing at....., Patna-800006

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Authorized signatory.....

Name:Abhishek Kumar

Address:**M/s SHAKYA HOMES PVT LTD** ,Administrative office at present office at –C Flat No.501, ASMI HOMES, PRIYADARSHI NAGAR, NEAR DPS SCHOOL, DANAPUR, PATNA -801503.

At Patna on ..... in the presence of:

WITNESS:

1. Signature .....

Name .....

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Address .....

2. Signature .....

Name .....

Address .....

SCHEDULE A

SHAKYA ENCLAVE project comprises of single tower- G+ 3 (Tower A) RCC framed & anti- earth quake resistant structures with a total of .....dwelling units (DU) along with 62 EWS/LIG units complying with the affordable housing scheme.

Mentioned below are details as regards to boundary of the structure:

Project Name: -**SHAKYA ENCLAVE**

Location:ABHIYANTA NAGA, Patna

Plot Details:

Boundary

North	- Part Plot No.76 Jamuna Prasad Yadav etc
South	- Branch Road
East	- Branch Road
West	- Part Plot No. 76

Plot Details:

Total area of land: 31.25Dismals
Mauza: Jalalpur
Thana no. :22
Thana code: 128
Plot No: 76
Khata No: 107
Tauzi No- 5520

Flat Details:

Block

Flat no.

Area: sq. ft. (super built-up area)

Type: .....2/3.....BHK

Floor: .....1st.....

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Boundary of flat:
North-
South-
East-
West-

Schedule B

Boundary of flat:
North-
South-
East-
West-

SCHEDULE-C

1. AT THE TIME OF BOOKING	:-	10%
2. AT THE TIME OF REGISTERED AGREEMENT	:-	30%
3. BEFORE GROUND FLOOR CASTING	:-	20%
4. BEFORE 1ST FLOOR CASTING	:-	15%
5. BEFORE 2ND FLOOR CASTING	:-	10%
6. BEFORE 3RD FLOOR CASTING	:-	10%
7. AT THE TIME OF POSSESSION	:-	05%

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- Balance installments as per Schedule
- Balance GST/any other statutory levy/taxes payable as per government norms

SCHEDULE 'D'
(SPECIFICATION)

Structure: - Earthquake resistance, R.C.C. framed structure reinforced with ISI marked steel, designed by expertise engineers.

Flooring: - Entire floor of the flats and common space will be of marble / vitrified.

Kitchen: - Granite Kitchen platform with stainless, provision for hot and cold water.

Bathroom: - Tiles up to 7 ft. height and provision for hot and cold water system.)

Window: - Paneled wooden window frames/Aluminum.

Doors: - Entrance door of 32 mm thick ISI mark flush door shutters painted with two coats of synthetic colored enamel paint.

Finishing: - Wall &ceiling will be finished with POP, the external wall will be cement plastered & painted with weather coat paint.

Electrical: - Concealed electrification with ISI marked cable and switch, provision for adequate light & power, T.V. & Telephone.

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SCHEDULE- E

SHAKYA ENCLAVEcomprises single tower which includes tower A (B+G+3) RCC framed & anti-earthquake resistant structure. Following below mentioned description of features of the common areas in the building would be available to the residents:

Parking: ..... covered parking (PCC Finish).

Common lift: with ISI specifications

Power backup- complying with ISI specifications

Septic tank- for discharge of soil into the municipal sewer as per approved drawing

Corridor- marble/Tiles flooring

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Director