

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this Day of
....., 202..... (Two Thousand Twenty).

BY AND BETWEEN

SATVIKA BINDHYAWASINIS CONSTRUCTION PVT. LTD., (PAN-AARCS5950K), a company incorporated under the Companies Act, 1956, vide its Corporate Identity Number-U45201BR2012PTC018525, having its office at B-192, S.K Puri, Boring Road, District-Patna in the State of Bihar, PIN-800013, represented by its Authorized Signatory/Managing Director **MR. SUBODH VERMA (Mobile No.-9934745079)**, Son of Late Devki Nandan Prasad Verma (Aadhar No. 4715 2191 1900), authorized vide board resolution Dated-03-04-2021, hereinafter referred to as the **"PROMOTER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).





AND

(I) **MR.**, (DOB-.....-.....-.....), (Mobile-.....),
(PAN-.....), (Aadhaar No.), Son of Mr.,

(II) **MS.**, (DOB-.....-.....-.....), (Mobile-.....),
(PAN-.....), (Aadhaar No.), Wife/Daughter of Mr.,

residents of, P.S.-....., P.O.-
....., District-..... in the State of, PIN-....., Nationality
-Indian, hereinafter called the **"ALLOTTEES/PURCHASERS"** (which expression
shall unless repugnant to the context or meaning thereof be deemed to mean and
include their heirs, executors, administrators, successors-in-interest and permitted
assigns).

The Promoter/Developer and Allottees/Purchasers shall hereinafter collectively be
referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

(a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of
2016);

(b) **"Appropriate Government"** means the State Government;

(c) **"Rules"** means the Bihar State Real Estate (Regulation and Development)
(General) Rules, 2017 made under the Real Estate (Regulation and Development) Act,
2017;

(d) **"Regulations"** means the Regulations made under the Real Estate (Regulation
and Development Act, 2017;

(e) **"Section"** means a section of the Act.

WHEREAS:

A. WHEREAS, the aforesaid Promoter/Developer Satvika Bindhyawasini's
Construction Pvt. Ltd. is a company having its primary objective to buy, sell, develop
and deal in Land and Building including residential Unit/Flat, Landscape, Colony,
Duplex, Triplex, Malls etc. and to carry on business of building/s, contractors of all
types of construction for its respective Purchasers/s.

AND WHEREAS, in order to achieve the above objective, the aforesaid
Promoter/Developer Satvika Bindhyawasini's Construction Pvt. Ltd. through its
Authorized Signatory/Managing Director Mrs. Sweta Verma had purchased the land
measuring 2 Decimals, Situated at Mauza-Lakhani Bigha, Pargana-Phulwari Shariff,
P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing Thana No.
41 (Forty One), Part of Cadastral Survey Plot No. 1493 (One Thousand Four Hundred
Ninety Three), Khata No. 135 (One Hundred Thirty Five) and Tauzi-5225 (Five
Thousand Two Hundred Twenty Five) within the jurisdiction of Sub Registry Office-
Danapur and District Registry Office-Patna in the State of Bihar through a Registered
Deed of Absolute Sale Dated 06-03-2019 from Mr. Ram Kishun Singh, Son of Late
Ram Chandra Singh, resident of Lakhani Bigha, P.S.-Danapur, P.O.-Khagaul, Town
and District-Patna in the State of Bihar, the document has been registered as Deed No.
2982 in Book No.1, Volume No. 59 on Pages from 407 to 418 and has been preserved



in total 12 pages in C.D. No. 9/Year 2019, Serial No. 3067 and Token No. 3217/2019 registered at Sub-Registry Office, Danapur in the State of Bihar and after purchasing the said land aforesaid Promoter/Developer Satvika Bindhyawasinis Construction Pvt. Ltd. through its Authorized Signatory/Managing Director Mrs. Sweta Verma came in exclusive, peaceful and physical possession over the purchased land and got mutated their names in the office of Circle Officer, Danapur (Bihar), Halka-Lakhani Bigha, Vide Bhag Bartman-28 and Page No.-58 in the State Sirista and paying the land rent under receipts as absolute owner thereof.

AND WHEREAS, in order to achieve the above objective, the aforesaid Promoter/Developer Satvika Bindhyawasinis Construction Pvt. Ltd. through its Authorized Signatory/Managing Director Mrs. Sweta Verma, entered into a registered Development Agreement Dated 08-05-2019 with land owner Mr. Ram Kishun Singh, Son of Late Ram Chandra Singh, resident of Lakhani Bigha, P.S.-Danapur, P.O.-Khagaul, Town and District-Patna in the State of Bihar, with respect to the land measuring 30 Decimals, Situated at Mauza-Lakhani Bigha, Pargana-Phulwari Shariff, P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing Thana No. 41 (Forty One), Part of Cadastral Survey Plot No. 1496 (One Thousand Four Hundred Ninety Six), Khata No. 18 (Eighteen) and Tauzi-5225 (Five Thousand Two Hundred Twenty Five), Circle Officer, Danapur (Bihar), Halka-Lakhani Bigha, Vide Jamabandi No. 1290, Bhag Bartman-09 and Page No.-54168 within the jurisdiction of Sub Registry Office-Danapur and District Registry Office-Patna in the State of Bihar, the document of the said Development Agreement has been registered as Deed No. 5947 in Book No.1, Volume No. 119 on Pages from 487 to 499 and has been preserved in total 13 pages in C.D. No. 19/Year 2019, Serial No. 6194 and Token No. 6470/2019 registered at Sub-Registry Office, Danapur in the State of Bihar, the Promoter/Developer will construct Building comprising several apartment/flats/units, parking spaces etc. over the said land and in lieu of Development cost, the Promoter/Developer is entitled to get **50%** of the total constructed area whereas Land Owner will possess and own the **50%** of the constructed area.

AND WHEREAS, Mrs. Priyanka Singh, Wife of Late Sh. Radhika Raman Prasad, resident of Pir Baba, Ke Ji Road, Mahuli Kothi, P.S. and P.O.-Nawada, Ara, District-Bhojpur PIN-802301 in the State of Bihar had purchased the land measuring 2 Decimals, Situated at Mauza-Lakhani Bigha, Pargana-Phulwari Shariff, P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing Thana No. 41 (Forty One), Part of Cadastral Survey Plot No. 1493 (One Thousand Four Hundred Ninety Three), Khata No. 135 (One Hundred Thirty Five) and Tauzi-5225 (Five Thousand Two Hundred Twenty Five) within the jurisdiction of Sub Registry Office-Danapur and District Registry Office-Patna in the State of Bihar through a Registered Deed of Absolute Sale Dated 06-03-2019 from Mr. Ram Kishun Singh, Son of Late Ram Chandra Singh, resident of Lakhani Bigha, P.S.-Danapur, P.O.-Khagaul, Town and District-Patna in the State of Bihar, the document has been registered as Deed No. 2980 in Book No.1, Volume No. 59 on Pages from 382 to 393 and has been preserved in total 12 pages in C.D. No. 9/Year 2019, Serial No. 3065 and Token No. 3213/2019 registered at Sub-Registry Office, Danapur in the State of Bihar and after purchasing the said land aforesaid Mrs. Priyanka Singh came in exclusive, peaceful and physical possession over the purchased land and got mutated her name in the office of Circle Officer, Danapur (Bihar), Halka-Lakhani Bigha, Vide Bhag Bartman-28 and Page No.-34 in the State Sirista and paying the land rent under receipts as absolute owner thereof.



AND WHEREAS, in order to achieve the above objective, the aforesaid Promoter/Developer Satvika Bindhyawasinis Construction Pvt. Ltd. through its Authorized Signatory/Managing Director Mrs. Sweta Verma, entered into a registered Development Agreement Dated 06-03-2019 with aforesaid land owner Mrs. Priyanka Singh, Wife of Late Sh. Radhika Raman Prasad, resident of Pir Baba, Ke Ji Road, Mahuli Kothi, P.S. and P.O.-Nawada, Ara, District-Bhojpur PIN-802301 in the State of Bihar, with respect to the land measuring 2 Decimals, Situated at Mauza-Lakhani Bigha, Pargana-Phulwari Shariff, P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing Thana No. 41 (Forty One), Part of Cadastral Survey Plot No. 1493 (One Thousand Four Hundred Ninety Three), Khata No. 135 (One Hundred Thirty Five) and Tauzi-5225 (Five Thousand Two Hundred Twenty Five) within the jurisdiction of Sub Registry Office-Danapur and District Registry Office-Patna in the State of Bihar, the document of the said Development Agreement has been registered as Deed No. 2985 in Book No.1, Volume No. 59 on Pages from 445 to 458 and has been preserved in total 14 pages in C.D. No. 9/Year 2019, Serial No. 3070 and Token No. 3221/2019 registered at Sub-Registry Office, Danapur in the State of Bihar, the Promoter/ Developer will construct Building comprising several apartment /flats/units, parking spaces etc. over the said land.

AND WHEREAS, Mrs. Priyanka, Wife of Sri Manoj Kumar, resident of In front of Rampur Primary School, Rampur Khagaul, P.O.-Khagaul, P.S.-Khagaul, District-Patna in the State of Bihar, PIN-801105 had purchased the land measuring 2 Decimals, Situated at Mauza-Lakhani Bigha, Pargana-Phulwari Shariff, P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing Thana No. 41 (Forty One), Part of Cadastral Survey Plot No. 1493 (One Thousand Four Hundred Ninety Three), Khata No. 135 (One Hundred Thirty Five) and Tauzi-5225 (Five Thousand Two Hundred Twenty Five) within the jurisdiction of Sub Registry Office-Danapur and District Registry Office-Patna in the State of Bihar through a Registered Deed of Absolute Sale Dated 06-03-2019 from Mr. Ram Kishun Singh, Son of Late Ram Chandra Singh, resident of Lakhani Bigha, P.S.-Danapur, P.O.-Khagaul, Town and District-Patna in the State of Bihar, the document has been registered as Deed No. 2983 in Book No.1, Volume No. 59 on Pages from 419 to 430 and has been preserved in total 12 pages in C.D. No. 9/Year 2019, Serial No. 3068 and Token No. 3219/2019 registered at Sub-Registry Office, Danapur in the State of Bihar and after purchasing the said land aforesaid Mrs. Priyanka came in exclusive, peaceful and physical possession over the purchased land and got mutated her name in the office of Circle Officer, Danapur (Bihar), Halka-Lakhani Bigha, Vide Bhag Bartman-28 and Page No.-33 in the State Sirista and paying the land rent under receipts as absolute owner thereof.

AND WHEREAS, in order to achieve the above objective, the aforesaid Promoter/Developer Satvika Bindhyawasinis Construction Pvt. Ltd. through its Authorized Signatory/Managing Director Mrs. Sweta Verma, entered into a registered Development Agreement Dated 06-03-2019 with aforesaid land owner Mrs. Priyanka, Wife of Sri Manoj Kumar, resident of In front of Rampur Primary School, Rampur Khagaul, P.O.-Khagaul, P.S.-Khagaul, District-Patna in the State of Bihar, PIN-801105, with respect to the land measuring 2 Decimals, Situated at Mauza-Lakhani Bigha, Pargana-Phulwari Shariff, P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing Thana No. 41 (Forty One), Part of Cadastral Survey Plot No. 1493 (One Thousand Four Hundred Ninety Three), Khata No. 135 (One Hundred Thirty



Five) and Tauzi-5225 (Five Thousand Two Hundred Twenty Five) within the jurisdiction of Sub Registry Office-Danapur and District Registry Office-Patna in the State of Bihar, the document of the said Development Agreement has been registered as Deed No. 2986 in Book No.1, Volume No. 59 on Pages from 459 to 472 and has been preserved in total 14 pages in C.D. No. 9/Year 2019, Serial No. 3071 and Token No. 3223/2019 registered at Sub-Registry Office, Danapur in the State of Bihar, the Promoter/Developer will construct Building comprising several apartment /flats/units, parking spaces etc. over the said land.

AND WHEREAS, Mr. Harish Chandra Sinha, Son of Late Yugeshwar Prasad, resident of Flat No. B/25, Nandan Homes Apartment, Khajpura, Near Shiv Mandir, Bailey Road, P.S.-Airport, P.O.-B.V. Collage, Town and District-Patna in the State of Bihar, PIN-800014 had purchased the land measuring 2 Decimals, Situated at Mauza-Lakhani Bigha, Pargana-Phulwari Shariff, P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing Thana No. 41 (Forty One), Part of Cadastral Survey Plot No. 1493 (One Thousand Four Hundred Ninety Three), Khata No. 135 (One Hundred Thirty Five) and Tauzi-5225 (Five Thousand Two Hundred Twenty Five) within the jurisdiction of Sub Registry Office-Danapur and District Registry Office-Patna in the State of Bihar through a Registered Deed of Absolute Sale Dated 06-03-2019 from Mr. Ram Kishun Singh, Son of Late Ram Chandra Singh, resident of Lakhani Bigha, P.S.-Danapur, P.O.-Khagaul, Town and District-Patna in the State of Bihar, the document has been registered as Deed No. 2981 in Book No.1, Volume No. 59 on Pages from 394 to 406 and has been preserved in total 13 pages in C.D. No. 9/Year 2019, Serial No. 3066 and Token No. 3216/2019 registered at Sub-Registry Office, Danapur in the State of Bihar and after purchasing the said land aforesaid Mr. Harish Chandra Sinha came in exclusive, peaceful and physical possession over the purchased land and got mutated his name in the office of Circle Officer, Danapur (Bihar), Halka-Lakhani Bigha, Vide Bhag Bartman-28 and Page No.-35 in the State Sirista and paying the land rent under receipts as absolute owner thereof.

AND WHEREAS, in order to achieve the above objective, the aforesaid Promoter/Developer Satvika Bindhyawasinis Construction Pvt. Ltd. through its Authorized Signatory/Managing Director Mrs. Sweta Verma, entered into a registered Development Agreement Dated 06-03-2019 with aforesaid land owner Mr. Harish Chandra Sinha, Son of Late Yugeshwar Prasad, resident of Flat No. B/25, Nandan Homes Apartment, Khajpura, Near Shiv Mandir, Bailey Road, P.S.-Airport, P.O.-B.V. Collage, Town and District-Patna in the State of Bihar, PIN-800014, with respect to the land measuring 2 Decimals, Situated at Mauza-Lakhani Bigha, Pargana-Phulwari Shariff, P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing Thana No. 41 (Forty One), Part of Cadastral Survey Plot No. 1493 (One Thousand Four Hundred Ninety Three), Khata No. 135 (One Hundred Thirty Five) and Tauzi-5225 (Five Thousand Two Hundred Twenty Five) within the jurisdiction of Sub Registry Office-Danapur and District Registry Office-Patna in the State of Bihar, the document of the said Development Agreement has been registered as Deed No. 2984 in Book No.1, Volume No. 59 on Pages from 431 to 444 and has been preserved in total 14 pages in C.D. No. 9/Year 2019, Serial No. 3069 and Token No. 3220/2019 registered at Sub-Registry Office, Danapur in the State of Bihar, the Promoter/Developer will construct Building comprising several apartment /flats/units, parking spaces etc. over the said land.



B. The Said Land is earmarked for the purpose of building a residential project, comprising of multistoried Unit/Flat buildings and Car Parking Spaces etc. the said project shall be known as **"SATVIKA SAPPHIRE (BLOCK-B)"**.

C. The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to and right, title and interest of the Promoter/Developer regarding the Said Land on which Project is to be constructed have been completed;

D. The Nagar Parishad Khagaul/Patna Municipal Corporation/Patna Regional Development Authority (Dissolved)/Competent Authority has received the Submission of Form X (Commencement of Work) Dated 09-04-2021 to develop the Project vide approval No. 303 dated 31-03-2021 bearing Plan No.NPK-LakhiBigha-Res-B+G+6/Rev-Ext/072021.

E. The Promoter/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the unit/building plot or building, as the case may be from Nagar Parishad Khagaul/Patna Municipal Corporation/Patna Regional Development Authority (Dissolved)/Competent Authority bearing Plan No.NPK-LakhiBigha-Res-B+G+6/Rev-Ext/072021 Letter No.303 dated 31-03-2021. The Promoter/Developer agree and undertake 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 applicable.

F. **The Promoter/Developer has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna on-.....-20.... under Registration No.**

G. The Allottees/Purchasers has applied for a Unit/Flat in **"SATVIKA SAPPHIRE (BLOCK-B)"** Building/Project Vide application Dated-.....-20..... and has been allotted **UNIT/FLAT NO. (Type-..... BHK)** on the **FLOOR** having a Carpet Area of (.....) Square Feet and Unit /Flat Exclusive Balcony Area (.....) Square Feet (having a Super Built-Up Area of (.....) Square Feet) with One Reserved Car Parking Space for Unit/Flat No. in the building known as **"SATVIKA SAPPHIRE (BLOCK-B)"** as permissible under the applicable law and a pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Unit/Flat" more particularly described in Schedule-A (I) and the floor plan of the Unit/Flat is annexed hereto and marked as Schedule-B);

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

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

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

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottees/Purchasers hereby agrees to purchase the Unit/Flat and the Car Parking as specified in Para- G.

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

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter/Developer agrees to sell to the Allottees/Purchasers and the Allottees/Purchasers hereby agrees to purchase, the Unit/Flat as specified in Para-G.





1.2 The Total Price for the UNIT/FLAT based on the Carpet area is ₹...../- (Rupees) Only and GST and/or any other taxes, Maintenance Charge which may be levied as applicable in addition i.e. ("Total Price"). Total Cost Break-Up:-

Inclusions	Rate per square feet [carpet area (in sq. ft.)]	Area (in sq. ft.)	Price (In INR)
Unit/Flat Carpet Area	L.S.		₹...../-
Unit/Flat Exclusive Balcony	L.S.		
Parking Space	- - - -	- - - -	- - - -
Total Consideration Amount Without Taxes (In Rupees)			₹...../-

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottees/Purchasers to the Promoter/Developer towards the Unit/Flat;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the Unit/Flat to the Allottees/Purchasers and the project to the association of Allottees/Purchasers 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 Allottees/Purchasers to the Promoter/Developer 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 Allottees/Purchasers;

(iii) The Promoter/Developer shall periodically intimate in writing to the Allottees/Purchasers, the amount payable as stated in (i) above and the Allottees/Purchasers shall make payment demanded by the Promoter/Developer within the time and in the manner specified therein. In addition, the Promoter/Developer shall provide to the Allottees/Purchasers 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;

The Total Price of Unit/Flat includes recovery of price of land, construction of [not only the Unit/Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit/Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit/Flat and the Project.



1.3 The Total Price is escalation-free, save and except increases which the Allottees/Purchasers 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/Developer undertakes and agrees that while raising a demand on the Allottees/Purchasers for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees/Purchasers, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottees/Purchasers.

1.4 The Allottees/Purchasers shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5 The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees/Purchasers by discounting such early payments @ 0% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Allottees/Purchasers by the Promoter/Developer.

1.6 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at 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 Unit/Flat, without the previous written consent of the Allottees/Purchasers as per the provisions of the Act. Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottees/Purchasers, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottees/Purchasers 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 areas. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by Allottees/Purchasers within forty-five days with annual was paid by the Allottees/Purchasers. If there is any increase in the carpet area, of the Unit/Flat, allotted to Allottees/Purchasers, the Promoter/Developer may demand that from the Allottees/Purchasers as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter/Developer agrees and acknowledges, the Allottees/Purchasers shall have the right to the Unit/Flat as mentioned below:

- (i) The Allottees/Purchasers shall have exclusive ownership of the Unit/Flat;
- (ii) The Allottees/Purchasers shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottees/Purchasers in the Common Areas is undivided and cannot be divided or separated, the Allottees/Purchasers 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/Developer shall hand over the common areas to the association of Allottees/Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;



(iii) That the computation of the price of the Unit/Flat includes recovery of price of land, construction of [not only the Unit/Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit/Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit/Flat and the Project;

(iv) The Allottees/Purchasers has the right to visit the project site to assess the extent of development of the project and their Unit/Flat.

It is made clear by the Promoter/Developer and the Allottees/Purchasers agrees that the Unit/Flat along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees/Purchasers. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees/Purchasers of the Project.

The Promoter/Developer agrees to pay all outgoing before transferring the physical possession of the Unit/Flat to the Allottees/Purchasers, which it has collected from the Allottees/Purchasers, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/Developer fails to pay all or any of the outgoing collected by it from the Allottees/Purchasers or any liability, mortgage loan and interest thereon before transferring the Unit/Flat to the Allottees/Purchasers, the Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoing 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 therefore by such authority or person.

The Allottees/Purchasers has paid a sum of ₹...../- (Rupees)

Only as booking amount being part payment towards the total price of the Unit/Flat at the time of application, the receipt of which the Promoter/Developer hereby acknowledges and the Allottees/Purchasers hereby agrees to pay the remaining price of the Unit/Flat as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter/ Developer within the time and in the manner specified therein:

Provided that if the Allottees/Purchasers 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/Developer abiding by the construction milestones, the Allottees/Purchasers shall make all payments, on written demand by the Promoter/Developer, within the stipulated time as per Payment Plan [Schedule-C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**SATVIKA BINDHYAWASINIS CONSTRUCTION PVT. LTD. – SATVIKA SAPPHIRE (BLOCK-B).**', payable at Patna/Danapur. –(BANK DETAILS).



3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottees/Purchasers, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment (s) modification(s) 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/Developer with such permission, approvals which would enable the Promoter/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees/Purchasers understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter/Developer accepts no responsibility in regard to matters specified in Para- 3.1 above. The Allottees/Purchasers shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees/Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees/Purchasers to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottees/Purchasers and such third party shall not have any right in the application /allotment of the said Unit/Flat applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottees/Purchasers only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottees/Purchasers authorizes the Promoter/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees/Purchasers against the Unit/Flat, if any, in his/her name and the Allottees/Purchasers undertakes not to object/demand/direct the Promoter/Developer to adjust their payments in any manner.

5. TIME IS ESSENCE:

The Promoter/Developer 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 Unit/Flat to the Allottees/Purchasers and the common areas to the association of Allottees/Purchasers or the competent authority', as the case may be.

6. CONSTRUCTION OF THE PROJECT/UNIT/FLAT:

The Allottees/Purchasers has seen the proposed layout plan, specifications, amenities and facilities of the Unit/Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer 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/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by Bihar Building By Laws, 2014 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/Developer shall constitute a material breach of the Agreement.



7. POSSESSION OF THE UNIT/FLAT:

7.1 Schedule for possession of the said Unit/Flat - The Promoter/Developer agrees and understands that timely delivery of possession of the Unit/Flat to the Allottees/Purchasers and the common areas to the association of Allottees/Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Unit/Flat along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 20..... plus grace period of Six months, Plus grace period permitted by the competent authority unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees/ Purchasers agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Unit/Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees/Purchasers agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/ Developer shall refund to the Allottees/Purchasers the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. The Promoter/Developer shall intimate the Allottees/Purchasers about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees/Purchasers, the Allottees/Purchasers agrees that he/she shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit/Flat, to the Allottees/Purchasers 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 Allottees/Purchasers shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottees/Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottees/Purchasers, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer/association of Allottees/Purchasers, as the case may be after the issuance of the completion certificate for the project. The Promoter/Developer shall hand over the occupancy certificate of the Unit/Flat, as the case may be, to the Allottees/Purchasers at the time of conveyance of the same.

7.3 **Failure of Allottees/Purchasers to take Possession of Unit/Flat** - Upon receiving a written intimation from the Promoter/Developer as per Para- 7.2, the Allottees/Purchasers shall take possession of the Unit/Flat from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Unit/Flat to the Allottees/Purchasers. In case the Allottees/Purchasers fails to take possession within the time provided in Para- 7.2, such Allottees/Purchasers shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 **Possession by the Allottees/Purchasers-** After obtaining the occupancy certificate and handing over physical possession of the Unit/Flat to the Allottees/Purchasers, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas, to the association of Allottees/Purchasers or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the Promoter/Developer shall handover the necessary documents and plans, including common areas, to the association of Allottees/Purchasers or the competent authority, as the case may be, within thirty days after obtaining the completion certificate],



7.5 Cancellation by Allottees/Purchasers - The Allottees/Purchasers shall have the right to cancel/withdraw their allotment in the Project as provided in the Act:

Provided that where the Allottees/Purchasers proposes to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottees/Purchasers shall be returned by the Promoter/Developer to the Allottees/Purchasers within 45 days of such cancellation.

7.6 Compensation- The Promoter/Developer shall compensate the Allottees/Purchasers in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or is unable to give possession of the Unit/Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para- 7.1; or (ii) due to discontinuance of their businesses a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Developer shall be liable, on demand to the Allottees/Purchasers, in case the Allottees/Purchasers wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit/Flat, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottees/Purchasers does not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottees/Purchasers interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit/Flat, which shall be paid by the Promoter/Developer to the Allottees/Purchasers within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:

The Promoter/Developer hereby represents and warrants to the Allottees/Purchasers as follows:

- (i) The [Promoter/Developer] 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/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land].
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit/Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit/Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer 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 Unit/Flat and common areas;
- (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees/Purchasers created herein, may prejudicially be affected;



(vii) The Promoter/Developer 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 Unit/Flat which will, in any manner, affect the rights of Allottees/Purchasers under this Agreement;

(viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Unit/Flat to the Allottees/Purchasers in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Unit/Flat to the Allottees /Purchasers and the common areas to the association of Allottees/Purchasers 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/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and Municipal 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 Unit/Flat, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees/Purchasers and the association of Allottees/Purchasers 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/Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of Default, in the following events:

(i) Promoter/Developer fails to provide ready to move in possession of the Unit/Flat to the Allottees/Purchasers 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 Unit/Flat 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/Developer's business as a developer on account of suspension or revocation of their registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter/Developer under the conditions listed above, Allottees/Purchasers is entitled to the following:

(i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottees/Purchasers stops making payments, the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees/Purchasers be required to make the next payment without any interest; or



(ii) The Allottees/Purchasers shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottees/Purchasers under any head whatsoever towards the purchase of the Unit/Flat, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottees/Purchasers does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit/Flat, which shall be paid by the Promoter/Developer to the Allottees/Purchasers within forty-five days of it becoming due.

9.3 The Allottees/Purchasers shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottees/Purchasers fails to make payments for two consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees/Purchasers shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in Section 17 of Bihar Real Estate (Regulation & Development) Rules 2017.

(ii) In case of Default by Allottees/Purchasers under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Unit/Flat in favour of the Allottees/Purchasers and refund the money paid to him by the Allottees/Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter/Developer shall intimate the Allottees/Purchasers about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT/FLAT:

The Promoter/Developer, on receipt of Total Price of the Unit/Flat as per Para- 1.2 under the Agreement from the Allottees/Purchasers, shall execute a conveyance deed and convey the title of the Unit/Flat together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottees/Purchasers. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottees/ Purchasers shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottees/Purchasers fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees/Purchasers authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottees/Purchasers.

11. MAINTENANCE OF THE SAID BUILDING / UNIT/FLAT / PROJECT:

The Promoter/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees/Purchasers upon the issuance of the completion certificate of the project. The cost of such Maintenance has not been included in the Total Price of the Unit/Flat and is payable extra to the developer as demanded and fixed at the time of giving possession of the said Unit/Flat to the Allottees/Purchasers.



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/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the Allottees/Purchasers from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottees/Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE UNIT/FLAT FOR REPAIRS:

The Promoter/Developer/maintenance agency/association of Allottees/Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees/Purchasers agrees to permit the association of Allottees/Purchasers and/or maintenance agency to enter into the Unit/Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "SATVIKA SAPPHIRE (BLOCK-B)", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees/Purchasers 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/Purchasers formed by the Allottees/Purchasers for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/FLAT:

15.1 Subject to Para- 12 above, the Allottees/Purchasers shall, after taking possession, be solely responsible to maintain the Unit/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit/Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit/Flat and keep the Unit/Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottees/Purchasers further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees/Purchasers 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 Allottees/Purchasers shall not store any hazardous or combustible goods in the Unit/Flat or place any heavy material in the common passages or staircase of the Building. The Allottees/Purchasers shall also not remove any wall, including the outer and load bearing wall of the Unit/Flat,



15.3 The Allottees/Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of Allottees/Purchasers and/or maintenance agency appointed by association of Allottees/Purchasers. The Allottees/Purchasers 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 a Unit/Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Unit/Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottees/Purchasers who has taken or agreed to take such Unit/Flat.

19. BIHAR APARTMENT OWNERSHIP ACT:

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottees/Purchasers by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottees/Purchasers until, firstly, the Allottees/Purchasers 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 Allottees/Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar, Danapur/Patna as and when intimated by the Promoter/Developer. If the Allottees/Purchasers(s) fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottees/Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottees/ Purchasers for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees/Purchasers, application of the Allottees/Purchasers shall be treated as cancelled and all sums deposited by the Allottees/Purchasers in connection therewith including the booking amount shall be returned to the Allottees/Purchasers without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

(i) This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/Flat/plot/building, as the case may be.

22. RIGHT TO AMEND:

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



23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES /PURCHASERS/SUBSEQUENT ALLOTTEES/PURCHASERS:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit/Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees/Purchasers of the Unit/Flat, in case of a transfer, as the said obligations go along with the Unit/Flat for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees/Purchasers in not making payments as per the Payment Plan [Schedule- C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees/Purchasers that exercise of discretion by the Promoter/Developer in the case of one Allottees/Purchasers shall not be construed to be a precedent and /or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees/Purchasers.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. 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 amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottees/Purchasers has to make any payment, in common with other Allottees/Purchasers(s) in Project, the same shall be the proportion which the carpet area of the Unit/Flat bears to the total carpet area of all the Unit/Flat in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Danapur/Patna in the State of Bihar. Hence this Agreement shall be deemed to have been executed at District Patna.



29. NOTICES:

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

ALLOTTEES/PURCHASERS NAME AND ADDRESS:-

(I) **MR.**, Son of,
 (II) **MS.**, Wife/Daughter of Mr.....,
 residents of, P.S.-....., P.O.-,
 District-..... in the State of, PIN-....., Nationality -Indian,
 e-mail-.....@.....com

PROMOTER/DEVELOPER NAME AND ADDRESS:-

SATVIKA BINDHYAWASINIS CONSTRUCTION PVT. LTD., having its office at B-192, S.K. Puri, Boring Road, , District-Patna in the State of Bihar, PIN-800013, email Id: ksubodh69@gmail.com

It shall be the duty of the Allottees/Purchasers and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer or the Allottees/Purchasers, as the case may be.

30. JOINT ALLOTTEES/PURCHASERS:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottees/Purchasers, in respect of the Unit/Flat, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit/Flat, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottees/Purchasers under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

SCHEDULE - A



(Description of the Land on which Promoter/Developer is Constructing Multi-Storey Building "SATVIKA SAPPHIRE (BLOCK-B)")

All that piece and parcel of the land measuring an area of more or less **38 (Thirty Eight) Decimals, Situated at Branch Road of Lakhani Bigha** Known as Satvika Lane, Shivpuri, Pargana-Phulwari Shariff, P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing **Mauza-Lakhani Bigha, Thana No. 41 (Forty One), Part of Cadastral Survey Plot No. 1493 and 1496 (One Thousand Four Hundred Ninety Three and One Thousand Four Hundred Ninety Six), Khata No. 135 and 18 (One Hundred Thirty Five and Eighteen) and Tauzi-5225 (Five Thousand Two Hundred Twenty Five)** within the jurisdiction of Sub Registry Office-Danapur and District Registry Office-Patna in the State of Bihar and fixed annual rent Paying in the office of Circle Officer, Danapur (Bihar), Halka-Lakhani Bigha, **(I) Vide Bhag Bartman-28 and Page No.-58, (II) Vide Jamabandi No. 1290, Bhag Bartman-09 and Page No.-54168, (III) Vide Bhag Bartman-28 and Page No.-34, (IV) Vide Bhag Bartman-28 and Page No.-33 and (V) Vide Bhag Bartman-28 and Page No.-35,** within the limit of Nagar Parishad Khagaul/Patna Regional Development Authority (Dissolved) and same is bounded as follows :-

NORTH :-
SOUTH :-
EAST :-
WEST :-

SCHEDULE – A (I)

(Description of the Property Under this Agreement For Sale)

All that **UNIT/FLAT NO. (Type-.... BHK)** on the **FLOOR** having a Carpet Area of (.....) Square Feet and Unit /Flat Exclusive Balcony Area (.....) Square Feet (having a Super Built-Up Area of (.....) Square Feet) with One Reserved Car Parking Space No. for Unit/Flat No. in the building known as **"SATVIKA SAPPHIRE (BLOCK-B)"** along with undivided proportionate share in the land, common assets and common area including all amenities, fittings and fixtures, **Situated at Branch Road of Lakhani Bigha** Known as Satvika Lane, Shivpuri, Pargana-Phulwari Shariff, P.S.-Danapur, Town and District-Patna in the State of Bihar, land bearing **Mauza-Lakhani Bigha, Thana No. 41 (Forty One), Part of Cadastral Survey Plot No. 1493 and 1496 (One Thousand Four Hundred Ninety Three and One Thousand Four Hundred Ninety Six), Khata No. 135 and 18 (One Hundred Thirty Five and Eighteen) and Tauzi-5225 (Five Thousand Two Hundred Twenty Five)** within the jurisdiction of Sub Registry Office-Danapur and District Registry Office-Patna in the State of Bihar and fixed annual rent Paying in the office of Circle Officer, Danapur (Bihar), Halka-Lakhani Bigha, **(I) Vide Bhag Bartman-28 and Page No.-58, (II) Vide Jamabandi No. 1290, Bhag Bartman-09 and Page No.-54168, (III) Vide Bhag Bartman-28 and Page No.-34, (IV) Vide Bhag Bartman-28 and Page No.-33 and (V) Vide Bhag Bartman-28 and Page No.-35,** within the limit of Nagar Parishad Khagaul/Patna Regional Development Authority (Dissolved) and same is bounded as follows :-

BOUNDARY OF THE UNIT/FLAT

NORTH :-
SOUTH :-
EAST :-
WEST :-

Note-Government Valuation is mentioned at M.V.R. Code-162 and Zone-2.

SCHEDULE 'B'



FLOOR PLAN OF THE UNIT/FLAT

SCHEDULE – C **(PAYMENT PLAN)**

Total consideration amount for the property fully described in Schedule A of this deed is ₹...../- (**Rupees**)

Only and GST and/or any other taxes, Maintenance Charge which may be levied as applicable in addition i.e. ("Total Price").

Payment received till date is

<u>Cheque / D.D. No./RTGS</u>	<u>Bank</u>	<u>Date</u>	<u>Amount</u>
.....		...-...-20...	₹...../-
.....		...-...-20...	₹...../-
			Total-₹...../-

Balance payment on date is ₹...../- and GST or any other similar taxes which may be levied as applicable in addition.

This consideration money is only valid if the payment is made as per following payment schedule.

Payment Schedule (Construction linked Plan):-

At the time of Booking	10%
On completion of Foundation Work	10%
On completion of Ground Floor Roof Casting	08%
On completion of 1 st Floor Roof Casting	08%
On completion of 2 nd Floor Roof Casting	08%
On completion of 3 rd Floor Roof Casting	08%
On completion of 4 th Floor Roof Casting	08%
On completion of 5 th Floor Roof Casting	08%
On completion of 6 th Floor Roof Casting	08%
On completion of Brick & Plaster Work	08%
On completion of Finishing Work	08%
Final Instalment before possession	08%

SCHEDULE – D **(SPECIFICATIONS, AMENITIES, FACILITIES)**



(WHICH ARE PART OF THE APARTMENT)

- Foundation** : As S.B.C. (soil Bearing Capacity of soil) Report Say's or Pile Foundation.
- Structure** : Earth Quake Resistant RCC Framed Structure will be build BIS 456 standard grade mixes with best cement, Fine aggregates Coarse aggregates and Standard TMT Steel bar.
- Masonry** : 5" Thick First class brick masonry wall and plaster with BIS standard grade mix internally finished with J.K. Birla wall Putty and Externally with Berger weather coat or equivalent.
- Door** : Door Frame (Choukhat) of sal wood with 32mm. thick flush/panel door of ISI mark, Painted with two coat of Berger Synthetic enamel paint on a coat of Berger primer.
- Windows** : Aluminum Frame.
- Flooring** : Tiles for the entire Apartment/flat and common space.
- Kitchen** : Granite Kitchens Platform with best quality stainless steel sink and glazed tile dado upto 2 feet height.
- Toilets** : Provision for hot and cold water system glazed tiles on wall upto windows sill level, PVC Pipe and fitting, sanitary ware (perryware/hindware) and fixtures of standard ISI mark.
- Electrical** : Concealed Electrification with fire retardant Anchor/Polycab/RR Kable copper wire and Anchor switches and Anchor electrical accessories. Provision for adequate light and power point, TV and telephone point and intercom facility in living room as per suggestion of electrical consultant.
- Lift** : Lift will be installed from ground floor to upper floor by the builder at his own cost.
- Generator** : Silent Generator (Kriloskar/Mahindra/Ashok Leyland) of sufficient capacity for providing 500 watt in each Apartment/flat emergency would be provided.
- Water Supply**: 24 Hours water supply from own deep tube well.
- Sewerage** : Suitable arrangement for rain and waste water disposal shall be provided as per the design of P.H. Consultant.

SCHEDULE 'E'

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

- Lift Provision of Six Passenger from Basement
- 24 Hour Water Supply
- Generator Facility (500 Watts) only for Apartment/flat
- Adequate Ventilation
- Exclusive entrance gate and designer compound wall for the entire project.
- Internal parking with concrete and outer parking and pathway with paver blocks
- Round the clock security with manned security with manned security cabin and inter com facility
- Elegant entrance lobby with name board
- Provision for cable TV and Telephone point
- Intercom facility to individual Apartment/flat for personalized security
- Loan can be arranged as per eligibility

Note: - The above specifications are subject to such variations, additions, alterations and modifications as may be decided by the developers/architects/landowners/ and in the overall interest of the project.



IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Patna/Danapur in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees/Purchasers:

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter/Developer:

Signature

At Patna/Danapur in presence of:

WITNESSES:

1. Signature

Son / Wife of

Address

.....

.....

.....

2. Signature

Son / Wife of

Address

.....

.....

.....

This **Agreement for Sale** is drafted by me as per the instructions and Documents provided by the aforesaid Allottees/Purchasers and Promoter/Developer.

Typed By:-



Subodh Kumar (Advocate)

M.Sc.(IT), LL.B.

Enrollment No. 1717/09

Patna High Court, Patna

PROPERTY

DOCUMENT CENTRE

MOBILE - 9334167775
8877444499