ANNEXURE 'A'

[Refer rule 31

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement,) executed on this ..... day of ....., 20.....

BY and Between

[*If the promoter is a company*]

Sri Anuanand Construction Pvt. Ltd. (CIN No. **U45203BR2009PTC014563**), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 102, 1STFLOOR KUMAR TOWER BORING ROAD CROSSING, PATNA-800001, and its corporate office at 102, 1ST KUMAR TOWER BORING CANAL ROAD, PATNA-800001, (**PAN NO. AAPCS1018J**), represented by its authorized signatory **Bimal Kumar(AadharNo. 2992 8453 8089**) authorized vide board resolution dated **20/02/2010**hereinafter referred to as the "**Promoter**" (which expression shall unless repugnantto the context or meaning thereof be deemed to mean and include itssuccessor-in-interest, executors, administrators and permitted assignees).

[OR]

[*If the Allottee is an Individual*]

Mr./Ms. ....., (Aadhar No.....)son/daughterof .....,agedabout ....., residing at ....., (PAN .....), hereinafter called the "**Allottee**" (which expression shall unless repugnant to thecontext or meaning thereof be deemed to mean and includehis/her heirs, executors,administrators, successors-in-interest and permitted assignees).

[OR]

[Please insert details of other allottee(s), in case of more than one allottee]

The promoter and Allottee shall hereinafter collectively be referred to as the"**Parties**" and individually as a"**Party**".

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WHEREAS:

(A) The promoter is the absolute and lawful owner of [survey Nos.] totally admeasuring **797.10** square metre situated at Danapur (**"Said Land"**) vide sale deed(s)dated **19th July 2012** registered as Documents No. **20911** at the office of the Registrar- Patna;

[OR]

..... ("Owner") is the absolute and lawful owner of [surveyNos.] [*Please insert land details as per local laws*] ..... totallyadmeasuring ..... square meters situated at .....in Taluk & District ..... (**"Said Land"**) vide sale deed(s)dated ..... registered as documents No. ..... atthe office of the Sub-Registrar.

The Owner and the Promoter have entered into a [collaboration/development/jointdevelopment] agreementdatedregistered as document No. .... at the office of theSub-Registrar;

(B) The said Land is earmarked for the purpose of building a[commercial/residential/*any other purpose (to be specified)*] project,comprising **G + 6** multistoried apartment building andthe said project shall be known as **"RAJENDRA PRASAD COMPLEX"** (**"Project"**);

The said Land is earmarked for the purpose of plotted development [commercial/residential/*any other purpose* (to be specified)] project, comprising ..... plots and [*insert any other components of the Projects*] and the said project shall be known as **'RAJENDRA PRASAD COMPLEX'** (**"Project"**):

PROVIDED that where rand is earmarked for any institutional development the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the competent authority.

(C) 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

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promoterregarding the Said Land on which project is to be constructed have been completed;

(D) The **SRI ANUANAND CONSTRUCTION PVT LTD.**[*please insert thenameof the concerned competent authority*] has granted the permission to develop the Project vide approval dated **10-12-2012** bearing Plan Case No. **NPK/ADAMPUR (R) G+ 6 – 39/12**

(E) The Promoter has obtained the final layout plan approvals for the project from **NAGAR PARISAD KHAGAUL**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans as required under the except in strict compliance with section 14 of the Act and other laws as applicable and also hands over the required land meant for public purposein the Layout such as Roads, Parks, Playgrounds, etc. to the concerned Local Authority as per the Municipal Laws;

(F) The Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at ..... on ..... under registration No. .....;

(G) The Allottee had applied for an apartment in the project videapplication No..... dated ..... and has been allotted apartment No. ..... having carpet area of..... square feet, type ....., on ..... floor in [tower/block/building] No. ..... ("**Building**") along with garage/parking No. ..... Admeasuring square feet in the ..... [*Please insert the Location of the garage/ parking*], as permissible under the applicable law and of *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 "**Apartment**" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

TheAllotteehadappliedforaplotintheProjectvideapplicationNo..... ..... dated ..... and has been allotted

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plotNo..... having area of ..... square feet and plotfor garage/parking admeasuring ..... square feet (*ifapplicable*) in the ..... [*Please insert the location of the garage/parking*], as permissible under the applicable law and the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Plot**" more particularly described in Schedule A) excluding land meant for public purpose in Layout such asRoads, Parks, Playgrounds, etc. handed over to the concerned LocalAuthority as Per the Municipal Laws;

(H) The Parties have gone through ail the terms and conditions set out in thisAgreement and understood the mutual rights and obligations detailedherein;

(I) .....

[*Please enter any additional disclosures details*]

(J) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicableto the Project;

(K) The Parties, relying on the confirmations, representations and assurances ofeach other to faithfully abide by all the terms, conditions and stipulationscontained in this Agreement and all applicable laws, ale now willing to enterinto this Agreement on the terms and conditions appearing hereinafter;

(L) In accordance with the terms and conditions set out in this Agreement andas mutually agreed uponby and between the Parties, the Promoter herebyagrees to sell and the Allottee hereby agreesto purchase the [Apartment/Plot] and the garage/parking (if applicable) as specified inpara G;

Now THEREFORE, in consideration of the mutual representations,covenants,assurances/promisesandagreementscontaine dhereinandothergoodandvaluableconsideration,thePartiesagreeasfollows:

1. TERMS:

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1.1 Subject to the terms and conditions as detailed in this Agreement, thePromoter agrees to sell to the Allottee and the Allottee hereby agrees topurchase, the [Apartment/Plot] as specified in para G;

1.2 The total price for the [Apartment/plot] based on the carpet area is Rs..... (Rupees ..... only ("**Total Price**") (Give break up and description):

S. No.	Block/ Building/ Tower No. or Name	Type	Floor	Apoartment No.	Rate of Apartment per square feet* (in Rs.)	Taxes (in Rs.)	Total Price (in Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)

*Provide breakup of the amounts such as cost of apartment, proportionatecost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking – 1	Price for 1
Garage/Closed parking – 1	Price for 1

[OR]

S. No.	Block No. or Name	Type	Plot No.	Rate of plot per square yard or square metre	Taxes (in Rs.)	Total Price (in Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G)

Explanation:

(i) The Totalprice above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/plot];

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(ii) The Total Price above includes Taxes (consisting of tax paid or by payable the Promoter by way of value Added Tax, Service Tax, and Cessor any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter) up to the date of handing over the possession of the[Apartment/plot]:

PROVIDED that in case there is any change/modification in the taxes,the subsequent amount payable bythe allottee to the promoter shall be increased/reduced based on suchchange/modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notificationstogether with dates from which such taxes/levies etc' have beenimposed or become effective;

(iv) The Total Price of the [Apartment/Plot] includes: 1.*Pro rata*share in theCommon Areas; and 2. .....garage(s)/parking(s) as providedin the Agreement.

1.3 The Total Price is escalation-free, save and except increases which theAllottee hereby agrees to Pay, due to increase on account of developmentcharges payable to the competent authority and/or any other,increase in charges which may be levied or imposed by the competent authority fromtime to time. The Promoter undertakes and agrees that while raising ademand on the Allottee for increase in development charges, cost/chargesimposed by the competent authorities,the Promoter shall enclose the saidnotification/order/rule/regulation to that effect along with the demandletter being issued to theAllottee, which shall only be applicable onsubsequent Payments.

1.4 The Allottee(s) shall make the payment as Per the payment plan set out inSchedule C ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early

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paymentsof installments payable by the Allottee by discounting such early payments@ ..... %per annum for the period by which the respective installmenthas been preponed. Theprovisionforallowingrebateandsuchrateofrebateshallnotbesubjecttoan yrevision/withdrawaloncegrantedtoanAllotteeby the Promoter.

1.6 It is agreed that the promoter shall not make any additions and alterationsin the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consentof the Allottee:

PROVIDED that the Promoter may make such minor additions or alterations asmay be required by the Allottee, or such minor changes oralterations as per the provisions of the Act.

1.7 [*Applicablein case of an apartment*] ThePromotershallconfirmthefinalcarpetareathathasbeenallotted totheAllotteeaftertheconstructionofthe Buildingiscompleteandtheoccupancycertificateisgrantedby the competent authority, by furnishing detailsof 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 any reduction in the carpet area within the definedlimit then Promoter shall refund the excess moneypaid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by theAllottee. If there is any increase in the carpet area allotted to Allottee the promoter shalldemand it at from the Allottee as per the next milestone of the Payment Plan.All these monetary adjustments shall be made at thesame rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allotteeshall have the right to the [Apartment/plot] as mentioned below:-

(i) The Allottee shall have exclusive ownership of the

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[Apartment/plot];

(ii) The Allottee shall also have undivided proportionate share in theCommon Areas. Since the share/interest of Allottee in the CommonAreas is undivided and cannot be divided or separated, the Allotteeshall use the Common Areas along with other occupants, maintenancestaff etc., without causing any inconvenience or hindrance to them.Further, the right of the Allottee to use the Common Areas shall alwaysbe subject to the timely payment of maintenance charges and othercharges as applicable. It is clarified that the Promoter shall conveyundivided proportionate title in the common areas to the association ofAllotteesas provided in the Act;

(iii) That the computation of the price of the [Apartment/plot] includesrecovery of price of land, construction of [not only the Apartment butalso] the Common Areas, internal development charges, externaldevelopment charges, taxes, cost of providing electric wiring, firedetection and fire-fighting equipment in the common areas etc. andincludes cost for providing all other facilities as provided within theProject.

1.9 It is made clear by the Promoter and the Allottee agrees that the[Apartment /Plot along with garage/parking shall be treatedas a single indivisible unit for all purposes. It is agreed that the Project is anindependent, self-contained Project covering the said Land and is not a partof any other project or zone and shall not form a part of and/orlinked/combined with any other project in its vicinity or otherwise exceptfor the purpose of integration of infrastructure for the benefit of the Allottee.It is clarified that Project's facilities and amenities shall be available only foruse and enjoyment of the Allotteeof the project.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilitiesfalling outside the Project, namely .....shall not forma part of the declaration to be filed with ..... [*pleaseinsert the*

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name of the concerned competent authority]to be filed in accordancewith the ..... [*Please insert the name of the relevant stateact, if any*].

1.11 The Promoter agrees to pay all outgoings before transferring the physicalpossession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent,municipal or other local taxes, charges for water or electricity, maintenancecharges, including mortgage loan and interest on mortgages or otherencumbrances and such other liabilities payable to competent authorities,banks and financial institutions, which are related to the project). If thePromoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon beforetransferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penalcharges, if any,to the authority or person to whom they are payable and beliable for the cost of any legal proceedings which may be taken thereforebysuch authorityor Person.

1.12 The Allottee has paid a sum of Rs.....(Rupees..... ..... only) asbookingamountbeing partpayment towards the Total Price of the [Apartment/Plot]at the time of application the receipt of which the Promoter herebyacknowledgesand the Allottee hereby agrees to pay the remaining price ofthe [Apartment/Plot] as prescribed in the Payment Plan as may bedemanded by the Promoterwithin the time and in the manner specifiedtherein:

PROVIDED that if the Allottee delays in payment towards any amount forwhich is payable, he shall be liable to pay interest at the rate specified in theRules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by theconstruction milestones, the Allottee shall make all payments, on

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demandby the Promoter, within the stipulated time as mentioned in the PaymentPlan through A/c Payee cheque/demand draft or online payment (as applicable)in favor of '.....' payable at .....

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible forcomplying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules andRegulations made thereunder or any statutory amendment(s)modification(s) made thereof and all other applicable laws including that ofremittance of payment acquisition/sale/transfer of immovable propertiesin India etc. and provide the Promoter with such permission, approvalswhich would enable the Promoter to fulfill its obligations under thisAgreement. Any refund, transfer of security, if provided in terms of theAgreement shall be made in accordance with the provisions of ForeignExchange Management Act, 1999 or statutory enactments or amendmentsthereof and the Rules and Regulations of the Reserve Bank of India or anyother applicable law. The Allottee understands and agrees that in the eventof anyfailure on his/her part to comply with the applicable guidelinesissued by the Reserve Bank of India; he/she shall be liable for any actionunder the Foreign Exchange Management Act, 1999 or other laws asapplicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shallkeep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the promoter immediately and comply with necessary formalities if any under the applicable laws. "The promotershall not be responsible towards any third partymakingpayment/remittances on behalf of any

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Allottee and such third party shallnothaveany right in the application/allotment of the said apartmentapplied for herein in any way and the promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the promoter to adjust/appropriate all paymentsmade by him/her under any head(s) of dues against lawful outstanding, ifany, in his/her name as the promoter may in its sole discretion deem fit andthe Allottee undertakes notto object/demand/direct the promoter to adjusthis payments in any manner.

5. **TIME IS ESSENCE**

Time is of essence for the promoter as well as the Allottee. The promotershall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to theassociation of the Allottees after receiving the occupancy certificate.Similarly, the Allottee shall make timely payments of the installment andother duespayablebyhim/her andmeeting the other obligations under theAgreement subject to the simultaneous completion of construction by thePromoter as provided in **Schedule C("Payment Plan").**

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

The Allottee has seen the specifications of the [Apartment/plot] andaccepted the Payment P1an,floor plans, layout plans [annexed along withthis Agreement] which has been approved by the competent authority, asrepresented by the Promoter. The promoter shall develop the project inaccordance with the said layout plans, floor plans and specifications. Subjectto the terms in this Agreement, the promoter undertakes to strictly abide bysuch plans approved bythe competent authorities and shall also strictlyabide by the bye-laws, FAR and density norms and provisions prescribedby the Master Plan for the area,

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ZoningRegulationsand Andhra PradeshBuilding Rules as amended from time to time and shall not have an optionto make any variation/alteration/modification in such plans, other than inthe manner provided under the Act, and breach of this term by the promotershall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said [Apartment/Plot]:

ThePromoter agrees and understands that timely delivery of possession ofthe [Apartment/Plot] is the essence of the Agreement. The promoter, basedon theapproved plans and specifications, assures to hand over possessionof the [Apartment/Plot] on ....., unless there is delayor failure due to war, flood, drought, fire, cyclone, earthquake or any othercalamity caused by nature affecting the regular development of the realestate project (**"Force Majeure"**).If, however, the completion of the Projectis delayed due to theForce Majeure conditions then the Allottee agrees thatthe Promoter shall be entitled to the extension of time for delivery ofpossession of the [Apartment /Plot], provided that such Force Majeureconditions are not of a nature which make it impossible for the contract tobe implemented. The Allottee agrees and confirms that, in the event itbecomes impossible for the Promoter to implement the project due to ForceMajeure conditions, then this allotment shall stand terminated and thePromoter shall refund to the Allottee the entire amount received by thePromoter from the allotment within 45 days from that date. After refund ofthe money paid by the Allottee, Allottee agrees that he/ she shall not haveany rights, claims etc. against the Promoter and that the Promoter shall bereleased and discharged from all its obligations and liabilities under thisAgreement.

7.2 Procedure for taking possession

The Promoter, upon obtaining the occupancy certificate from the competentauthority shall offer in writing the possession of the [Apartment/Plot], tothe Allottee in terms of this Agreement to be taken

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within 3 (three monthsfrom the date of issue of such notice and the Promoter shall give possessionof the [Apartment/Plot] to the Allottee. The Promoter agrees andundertakes to indemnify the Allottee in case of failure of fulfillment of anyof the provisions, formalities, documentation on Part of the Promoter. TheAllottee agree(s) to pay the maintenance charges as determined by thePromoter/association of Allottees, as the case may be. The Promoter on itsbehalf shall offer the possession to the Allottee in writing within 45 days ofreceiving the occupancy certificate of the Project.

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]**

Upon receiving a written intimation from the Promoter as per clause 7.2, theAllottee shall take possession of the [Apartment/Plot] from the Promoterby executing necessary indemnities, undertakings and such otherdocumentationas prescribed in thisAgreement, and the Promoter shall givepossession of the [Apartment/Plot] to the Allottee. In case the Allottee failsto take possession within the time provided in clause 7.2, such Allottee shallcontinue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee**

After obtaining the occupancy certificate and handing over physicalpossession of the [Apartment/Plot] to the Allottees, it shall be theresponsibility of the Promoter to hand over the necessary documents andplans, including common areas, to the association of the Allotteesor thecompetent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in theProject as provided in the Act:

PROVIDED that where the Allottee proposes to cancel/withdraw from theproject without any fault of the Promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount ofmoney paid by the Allottee shall be returned by the Promoter

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to the Allotteewithin 45 days of such cancellation.

7.6 **Compensation**

The Promoter shall compensate the Allottee in case of any loss caused tohim due to defective title of the land, on which the project is being developedor has been developed, in the manner as provided under the Act and theclaim for compensation under this section shall not be barred by limitationprovided under any law for the time being in force.

Except for occurrence of a *Force Majeure*event, if the promoter fails tocomplete or is unable to give possession of the [Apartment/plot] (i) inaccordance with the terms of this Agreement, duly completed by the datespecified herein; or (ii) due to discontinuance of hisbusiness as a developer on account of suspension or revocation of the registration under the Actorfor any other reason; the promoter shall be liable, on demand to theAllottees, in case the Allottee wishes to withdraw from the project, withoutprejudice to any other remedy available, to return the total amount receivedby him in respect of the [Apartment/Plot], with interest at the rate specifiedin the Rules within 45 days including compensation in the manner as provided under the Act:

PROVIDED thatwhere if theAllottee does not intend to withdraw from theProject, the Promoter shall pay the Allottee interest at the rate specified inthe Rules for every month of delay, till the handing over of the possessionof the [Apartment/plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The [Promoter] has absolute, clear and marketable title with respect tothe said Land; the requisite rights to carry out development upon thesaid Land and absolute, actual, physical and legal possession of the saidLand for the project

(ii) The Promoter has lawful rights and requisite approvals from thecompetent authorities to carry out development of the project;

(iii) There are no encumbrances upon the said Land or the project;

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[in case there are any encumbrances on the land provide details of suchencumbrances including any rights, title, interestand name of party inor over such land]

(iv) There are no litigations pending before any Court of law with respectto the said Land, project or the [Apartment /plot];

(v) All approvals, licenses and permits issued by the competent authoritieswith respect to the project, said Land and [Apartment/plot] are validand subsisting and havebeen obtained byfollowing due process of law.Further, the Promoter has been and shall, at all times, remain to be incompliance withall applicable laws in relation to the Project, said Land,Building and [Apartment/Plot] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has notcommitted or omitted to perform any act or thing, whereby the right,title and interest of the Allottee created herein, may prejudicially beaffected;

(vii) The Promoter has not entered into any agreement for sale and/ordevelopment agreement or any other agreement/arrangement withany person or party with respect to the said Land, including the Projectand the said [Apartment/Plot] which will, in any manner, affect therights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any mannerwhatsoever from selling the said [Apartment/Plot] to the Allottee in themanner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shallhandover lawful, vacant, peaceful, physical possession of the[Apartment/Plot] to the Allottee and the common areas to theAssociation of the Allottees;

(x) The scheduled Property is not the subject-matter of any HUF and thatno part thereof is owned by any minor and/or no minor has

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any right,title and claim over the Scheduled Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge allgovernmental dues, rates, charges and taxes and other monies, levies,impositions, Premiums, damages and/orpenalties and otheroutgoings, whatsoever, payable with respect to the said project to thecompetent authorities;

(xii) No notice from the Government or any other local body or authority orlegislative 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 saidLand and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the *Force Majeure*clause, the Promoter shall be considered undera condition of Default, in the following events:-

(i) Promoter fails to provide ready to move in possession of the[Apartment/Plot]to the Allottee within the time period specified. Forthe purpose of this clause, 'ready to move in possession' shall mean thatthe Apartment shall be in a habitable condition which is complete in allrespects;

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

9.2 Incase of Default by Promoter under the conditions listed above, Allotteeis entitled to the following: -

(i) Stop making further payments to Promoter as demanded by thePromoter. If the Allottee stops making payments, the promoter shallcorrect the situation by completing the construction milestones and onlythereafter the Allottee be required to make the next payment withoutany penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement inwhich case the Promoter shall be liable to refund the entire

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money paidby the Allottee under any head whatsoever towards the purchase of theapartment, along with interest at the rate specified in the Rules and alsoall the components of Total Price as defined in Clause 1.2 withinforty-five days of receiving the termination notice: PROVIDED that where an Allottee does not intend to withdraw fromthe project or terminate the Agreement, he shall be paid, by thePromoter, interest at the rate specified in the Rules, for every month ofdelay till the handing over of the possession of the [Apartment/plot].

9.3 The Allottee shall be considered under a condition of Default, on theoccurrence of the following events:-

(i) In case the Allottee fails to make payments for .....consecutive demands made by the Promoter as per the payment planannexed hereto, despite having been issued notice in that regard theallottee shall be liable to pay interest to the promoter on the unpaidamount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continuesfor a period beyond ..... consecutive months afternotice from the Promoter in this regard, the Promoter shall cancel theallotment of the [Apartment/Plot] in favourof the Allottee and refundthe amountmoneypaid tohimby the allotteeby deducting thebookingamount and the interest liabilities and this Agreement shall thereuponstand terminated.

10. CONVEYANCE OFTHE SAID APARTMENT

The Promoter, on receipt of compiete amount of the price of the[Apartment /Plot] under the Agreement from the Allottee, shall execute aconveyance deed and convey the title of the [Apartment/Plot] together withproportionate indivisible share in the Common Areas within 3 (three)months from the issuance of the occupancy certificate*. However, in casethe Allottee fails to depositthe stamp duty, registrationcharges and all otherincidental and legal expenses etc. so

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demanded within the period mentionedin the demand letter, the Allottee authorizes the Promoter to withholdregistration of the conveyance deed in his/her favourtill full and finalsettlement of all dues and stamp duty and registration charges to thePromoter is made by the Allottee. The Allottee shall be solely responsibleand liable for compliance of the provisions of Indian Stamp Act, 1899including any actions taken or deficiencies/penalties imposed by thecompetent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential servicesin the Project till the taking over of the maintenance of the project by theassociation of the Allottees. The cost of such maintenance has been includedin the Total Price of the [Apartment/Plot].

[*Insert any other clauses in relation to maintenance of project, infrastructure andequipment*]

12. DEFECTLIABILITY

It is agreed that in case any structural defect orany other defect inworkmanship, quality or provision of services or any other obligations ofthe Promoter as per the agreement for sale relating to such development isbrought to the notice of the Promoter within a period of 5 (five) years by theAllottee from the date of handing over possession, it shall be the duty of thePromoter to rectify such defects without further charge, within 30 (thirty)days, and in the event of Promoter's failure to rectify such defects withinsuch time, the aggrieved Allotteesshall be entitled to receive appropriatecompensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIESSUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specificunderstanding that his/her right to the use of CommonAreas shallbe subjectto timely payment of total maintenance charges, as

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determined andthereafter billed by the maintenance agency appointed or the association ofallottees (or the maintenance agency appointed by it) and performance bythe Allottee of all his/her obligations in respect of the terms and conditionsspecifiedbythe maintenance agency or the association of allotteesfrom timeto time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/maintenance agency/association of Allottees shall haverights of unrestricted access of all Common Areas, garages and parkingspaces for providing necessary maintenance services and the Allottee agreesto permit the association of Allotteesand/ or maintenance agency to enterinto the [Apartment/Plot] or any part thereof, after due notice and duringthe normal working hours, unless the circumstances warrant otherwise,with a view to set right anydefect.

15. USAGE

Use of Basement and Service Areas

The basement(s) and service areas, if any, as located within the .....(*projectname*), shall be earmarked forpurposes such as parking spaces and services including but not limited toelectric sub-station, transformer, DG set rooms/ underground water tanks,pump rooms/ maintenance and service rooms, fire-fighting pumps andequipment's etc. and other permitted uses as per sanctioned plans. TheAllottee shall not be permitted to use the services areas and the basementsin any manner whatsoever, other than those earmarked as parking spaces,and the same shall be reserved for use by the association of Allotteesformedby the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

Subject to Clause 12 above, the Allottee shall, after taking possession, besolely responsible to maintain the [Apartment/plot]at his/her own cost, ingood repair and condition and shall not do or suffer to be done anything inor to the Building, or the [Apartment/plot], or the staircases, lifts, commonpassages/ corridors, circulation areas, atrium or the

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compound which maybe in violation of anylaws or rules of any authority or change or alter ormake additions to the [Apartment/plot] and keep the [Apartment/plot], itswalls and partitions, sewers, drains, pipe and appurtenances thereto orbelonging thereto, in good and tenantable repair and maintain the same inafitandproper condition and ensure that the support, shelter etc. of theBuilding is not in any way damaged or jeopardized. TheAllottee furtherundertakes, assures and guarantees thathe/she would not put anysign-board/name-plate, neon light, publicity material or advertisementmaterial etc. on the face/facade of the Building or anywhere on the exteriorof the Project, buildings therein or Common Areas. The Allotteesshall alsonot change the colourscheme of the outer walls or painting of the exteriorside of the windows or carry out any change in the exterior elevation ordesign. Further the Allottee shall norstore any hazardous or combustiblegoods in the [Apartment/plot] or place any heavy material in the commonpassages or staircase of the Building. The Allottee shall also not remove anywall, including the outerandloadbearingwall of the [Apartment/plot]. TheAllotteeshall plan and distribute its electrical load in conformity with theelectrical systems installed by the promoter and thereafter the association of Allotteesand/or maintenance agency appointed by association ofallottees. The Allottee-shall be responsible for any loss or damages arisingout of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BYALLOTTEE

The Allottee is entering into this Agreement for the allotment of a[Apartment /Plot] with- the full knowledge of all laws, rules, regulations,notifications applicable to the project in generaland this project inparticular. That the Allottee hereby undertakes that he/she shall complywith and carry out, from time to time after he/she has taken over foroccupation and use the said [Apartment /plot], and the requirements,requisitions, demands and repairs which are required by any competentauthority in respect of the [Apartment/plot] at his/ her

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own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put upadditional structure(s) anywhere in the Project after the building plan hasbeen approved by the competent authority(ies) except for as provided in theAct.

19. PROMOTER SHALLNOTMORTGAGE ORCREATEACHARGE

After the Promoter executes this Agreement he shall not mortgage or createa charge on the [Apartment/Plot/Building]and if any such mortgage orcharge is made or created then notwithstanding anything contained in anyother law for the timebeing inforce, suchmortgage or charge shall not affectthe right and interest of the Allottee who has taken or agreed to take such[Apartment/Plot/Building].

20. ANDHRA PRADESH APARTMENT (PROMOTION OFCONSTRUCTION AND OWNERSHIP) ACT, 1987

The Promoter has assured the Allottees that the project in its entirety is inaccordance with the provisions of the Andhra Pradesh Apartment(Promotion of Construction and ownership) Act, 1987. The Promotershowing compliance of various laws/regulations as applicable in AndhraPradesh.

21. BINDINGEFFECT

Forwarding this Agreement to the Allotteeby the Promoter does not createa binding obligation on the part of the Promoter or the Allottee until, firstly,the Allottee signs and delivers this Agreement with all the Schedules alongwith the payments due as stipulated in the Payment Plan within 30 (thirty)days from the date of receipt by the Allottee and secondly, appears forregistration of the same before the concerned Sub-Registrar as and whenintimated by the Promoter. If the Allottee(s) fails to execute and deliver tothe Promoter this Agreement within 30 (thirty) days from the date of itsreceipt by the Allottee and/or appear before the Sub-Registrar for itsregistration as and when intimated by the Promoter, then

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the Promoter shallserve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days fromthe date of its receiptby the Allottee, applicationof the Allottee shall be treated as cancelled and all sums deposited by theAllottee in connection therewith including the booking amount shall bereturned to the Allottee without any interest or compensation whatsoever.

22. ENTIREAGREEMENT

This Agreement, along with its Schedules, constitutes the entire Agreementbetween the Parties with respect to the subject-matter hereof and supersedeany and all understandings, any other agreements, allotment lettercorrespondences, arrangements whether written or oral, if any, between theParties in regard to the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of theParties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ONATLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreedby andbetween the Parties hereto thatall the provisions contained herein and the obligations arising hereunder inrespect of the Project shall equally be applicable to and enforceable againstany subsequent Allottees of the [Apartment /Plot], in case of a transfer, asthe said obligations go along with the [Apartment/Plot] for all intents andPurposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretionwithout prejudice to itsrights as set out in this Agreement, waive the breach by the Allottee in notmaking payments as per the Payment Plan including waiving the paymentof interestfor delayedpayment.Itis made clear and so agreedbytheAllotteethat exercise of discretion by the Promoter in the case of one Allottee shallnot be construed to be a precedent and/or binding on

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the Promoter toexercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any periodof time the provisions hereof shall not be construed to be a waiver of anyprovisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void orunenforceable under the Act or the Rules and Regulations made thereunderor under other applicable laws, such provisions of the Agreement shall bedeemed amended or deleted in so far as reasonably inconsistent with thepurpose of this Agreement and to the extent necessary to conform to Act orthe Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remainvalid and enforceable as applicable at the time of execution of thisAgreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHAREWHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to makeanypayment, in commonwith other Allottee(s) inProject, the same shallbethe proportion which the carpet area of the [Apartment/Plot] bears to thetotal carpet area of all the [Apartments/Plots] in the Project.

28. FURTHERASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its

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executionby the Promoter through its authorized signatory at the Promoter's Office,or at some other place, which may be mutually agreed between the Promoterand the Allottee, in ..... after the Agreement is dulyexecuted by the Allottee and the Promoter or simultaneously with theexecution the said Agreement shall be registered at the office of theSub-Registrar. Hence this Agreement shall be deemed to have been executedat .....

30. NOTICES

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

..... Name of Allottee

..... (Allottee Address)

M/s ..... (Promoter Name)

..... (Promoter Address)

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

31. JOINTALLOTTEES

That in case there are Joint Allotteesall communications shall be sent by thePromoter to the Allottee whose name appears first and at the address givenby him/her which shall for all intents and purposes to consider as propertyserved on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of thisAgreement shall be construed and enforced in accordance with the laws ofIndia for the time being in force.

33. DISPUTERESOLUTION

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

[*Please insert any other terms and conditions as per the contractual understandingbetween the parties, however, please ensure that such additional terms andconditions are not in derogation of or inconsistent with the terms and conditions setout above or the Act and the Rules and Regulations made thereunder.*]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) .....

(2) .....

At ..... on .....

in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) .....

(Authorised Signatory)

WITNESSES:

1. Signature.....
   Name.....
   Address.....
2. Signature.....

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Name.....

3. Address.....

SCHEDULE'A'- Please insert description of the [Apartment/plot] and the garage/parking (if applicable) along with boundaries in all fourdirections

SCHEDULE'B'- Floor plan of the apartment

SCHEDULE'C'- Payment plan by the Allottee



SCHEDULE - B

Floor plan of the Residential Building:

1. Apartment: B/U Area 2382.38 sq.m

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SCHEDULE - C

The payment plan is as follows

1.	At the time of booking	25%
2.	Roof Work of the concerned floor completed	15%
3.	Brick work of the concerned flat completed	15%
4.	Plastering work completed	10%
5.	Flooring work completed	25%
6.	Electrification work completed	05%
7.	Rest work (Before giving possession)	05%

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SCHEDULE - D

1.	Foundation consultant.	:	As per the design of Registered structural design
2.	Plinth	:	Brick work over RCC
3.	Super Structure	:	Earthquake resistance R.C.C. frame structure
4.	Brickwork	:	5 inch thick brickwork
5.	Roof slab	:	Reinforced cement concrete (R.C.C.)
6.	Plaster Work	:	(i) Wall – 1:5 cement mix (12mm thick) (ii) Slab – 1:4 cement mixes (06mm thick)

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SCHEDULE– E

Floor: Vitrified tiles in drawing/dinning/bedroom and kitchen

Doors and Windows: Hardwood Frames with Flush Door and Aluminum window frame with glass

Kitchen :		Granite Top working platform, stainless steel sink, and ceramic glaze tiles, 2inch above working platform
Toilet	:	Anti Skid ceramic floor tiles, Ceramic tiles up to door level on the wall
Electrical	:	Concealed electrification with fire retardant cable 7 switches of ISI mark, provision for adequate light, Power Point for TV and Master Bedroom.
External Faced	:	Exterior in superior paint finish.
Inside Wall Finish:		Inside wall with PoP
Lift	:	6 Passengers and Service Lift, Two lifts in each block.

Round the clock, 24 hours water supply from underground boring to be installed by the vendor.

Electricity supply to the unit through transformer to be setup by the builder with individual connection to the unit/flat of the VANDEE.

A common generator of sufficient capacity will be installed by the vendor, for the purpose of uninterrupted power supply, to the unit/flat supplying the power at least to use a power of 250W in the individual at a time and also to the common utility facility.

24 hours security manned by professional security firm.

SCHEDULE A

Name of the PROJECT	:	**RAJENDRA PRASAD COMPLEX**
Location	:	DANAPUR
Mauza	:	ADAMPUR,
Sub- Div.	:	DANAPUR
District	:	Patna
Survey Plot Number	:	274,
Thana No.	:	40
KHATA No.	:	**166**
TAUZI No.	:	**5619**

With covered parking of the Concerned Boundary of the Apartment/Plot.

North	:	SURVEY PAYNE
South	:	KHEWARI MAHTO
East	:	HEMAN MAHTO
West	:	SUDESHAR PRASAD SINGH

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