353

(Agreement for Sale)

THIS AGREEMENT made at Patna on ..... day of ..... in the year 2020.

SKREPL ENTERPRISES., a partnership firm having its Registered office/Business at 2nd Floor, Awadh Raj Center, East Boring Canal Road, Town and District-Patna, in the state of Bihar, **PAN – ADTFS5610G** through its partner SRI SHAILENDRA SINGH,**(Aadhar No. – 789038173801)** Son of Sri Awadhesh Kumar Singh, Resident of 2nd Floor, Awadhraj Centre, Boring Canal Road, District- Patna, Indian Citizen hereinafter called and referred to as the "DEVELOPER" which expression unless repugnant to the Context shall mean and include its heirs, executors, administrators, legal representatives assigns and successors–in–interest of the ***OTHER PART.***

For SKREPL ENTERPRISES

Sign. of Executant

AND

(1).SMT..... W/o SRI .....

R/o....., in the State of Bihar, Indian Citizen, hereinafter called the VENDEES / BUYERS / PURCHASERS which expression unless repugnant to the Context shall mean and include her/his heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the OTHER PART. Mob No.....

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:-

1.Sri Raj Kumar Singh S/o late Major Haldhar Prasad Singh R/o Commercial Space no. 3, Sai Mani Orchid, Jalalpur, Danapur, District - Patna.

2. Dr. Ranjan Kumar Singh S/o Late Hardeo Singh R/o 22, Kankarbagh Road, P.S.- Kankerbagh, Town and District-Patna

3. Smt. Usha Singh, W/o Dr. Ranjan Kumar Singh, R/o22, Kankarbagh Road, P.S.-Kankarbagh, District-Patna, in the State Of Bihar hereinafter referred to as the 'OWNERS'

A.The **VENDORS/DEVELOPERS/OWNERS** has acquired the Development rights for the Scheduled landed property through registered Development Agreement vide Deed No..... dated ..... registered at Sub-registry office,Danapur fo the free hold Land measuring an area of 7 katha 7.25 Dhur and 5.5 Dhurki but the actual land available on actual measurement for construction is **20.31 decimil more or less** at Mauza- Dhanaut, Mohalla-Visvasaraiya Nagar, M.V.R. Code-072, Pargana-Phulwari, bearing Thana No.20,

for SHREE ENTERPRISES

Partner

P.S.- Rupaspur, Khata no.665,682, Survey Plot no.676,677,678 , Tauzi no.5224 , Jamabandi No.868,1017,1018, Sub Registry Office Danapur, DSR Office Patna, Town & District-Patna in the State of Bihar .

B.The Said Land is earmarked for the purpose of building multistoried Commercial Project and the said project shall be known as " .....".

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

D.The **Competent Authority** has granted the commencement certificate to develop the Project vide approval dated .....

E.The Developer has obtained the sanctioned plan and approvals for the Project from **Competent Authority**. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F.The Developer has registered the project under the provisions of the Act with **Real Estate Regulatory Authority (RERA) BIHAR** at **PATNA** on ..... under registration No.- .....

G. The Allottee had applied for a Commercial Space in the Project and has been allotted **Commercial Space No.- ....., ... Floor, having carpet area of ..... square feet.(Super Built-up area of ..... Sq.ft.) in "....." along with covered parking in basement/ground Floor** as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Commercial Space" more particularly described in **Schedule C**);

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. No additional information/details.

J.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;

k. 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

For SUREFIL ENTERPRISES

Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Commercial Space and the covered Parking(if applicable) 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 AND CONDITIONS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Commercial Space as specified in para G.

1.2 The **Total Price** for the Commercial Space is **Rs...../- (Rupees ..... + GST as Applicable Only).**

Explanation

(i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Commercial Space.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Allottee by way of G.S.T, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Allottee, by whatever name called) up to the date of handing over the possession of the Commercial Space to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining/applying for the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Developer shall be increased/reduced based on such change / modification:

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

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

For SKREPL ENTERPRISES

Partner

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

1.4 The Allottee shall make the payment as per the payment plan set out in Part II of **Schedule D** ("Payment Plan").

1.5 It is agreed that the 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 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Commercial Space, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6 The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is applied for /granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the Commercial Space, allotted to Allottee, the Developer may demand that from the Allottee as per the net milestone of the Payment Plan as provided in Schedule (". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.7 Subject to para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Commercial Space as mentioned below:

(i) The Allottee shall have exclusive ownership of the Commercial Space.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the

for SKREPL ENTERPRISES

association of allottees after duly obtaining/applying for the completion certificate from the competent authority as provided in the Act;

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

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Commercial Space/plot, as the case maybe.
It is made clear by the Developer and the Allottee agrees that the Commercial Space 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 Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
The Developer agrees to pay all outgoings before transferring the physical possession of the Commercial Space to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Commercial Space to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person,
The **Allottee has paid a sum of Rs...../-(Rupees ..... only)** as booking amount being part payment towards the Total Price of the Commercial Space at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Commercial Space as prescribed in the Part –II of Payment Plan **Schedule D** as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.e

2.MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Part II of **Schedule D**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **SKREPL** payable at Patna.

For SKREPL ENTERPRISES

Partner

3.COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment (s) modification(s) 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 Developer with such permission, approvals which would enable the 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 Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Commercial Space applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4.ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Developer to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding of the allottee against the Commercial Space if any, in his name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5.TIME IS ESSENCE:

The 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 Commercial Space to the Allottee and the common areas to the association of allottees or the competent authority', as the case may be.

6.CONSTRUCTION OF THE PROJECT/ COMMERCIAL SPACE:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Commercial Space 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 Developer. The 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 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 the Bihar building By-Laws and shall not have an option to make any variation /alteration / modification in such plans, other

SKREPL ENTERPRISES

Partner

than in the manner provided under the Act and breach of this term by the Developer shall constitute a material breach of the Agreement.

7.POSSESSION OF THE COMMERCIAL SPACE:

7.1 Schedule for possession of the said Unit - The Developer agrees and Understands that timely delivery of possession of the Commercial Space to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the unit t along with ready and complete common areas with all specifications, amenities and facilities of the project in place on .... **20..** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Commercial Space, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 90 days from that date. The Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Developer, upon obtaining/ applying for the occupancy certificate from the competent authority shall offer in writing the possession of the Commercial Space, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of/application of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Developer within 3 months from the date of issue of/application for occupancy certificate. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over the application of/occupancy certificate of the Commercial Space, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Commercial Space - Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Commercial Space from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Commercial Space to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as

specified in para 7.2.

7.4 Possession by the Allottee - After obtaining/ applying for the occupancy certificate and handing over physical possession of the Commercial Space to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allonees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining / applying for the completion certificate,

7.5 Cancellation by Allottee–The Allottee shall have the right to cancel/withdraw his allotment in the Project till casting of the first floor roof:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 90 days of such cancellation.

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

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

8.REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottee as follows:

(i) The 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 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 Commercial Space as per information

(v) All approvals, licenses and permits issued by the competent authorities with

For SKREPL ENTERPRISES

Partner

respect to the Project, said Land and Commercial Space are valid and subsisting and have been obtained by following due process of law. Further, the 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 Commercial Space and common areas;

(vi) The 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 Allottee created herein, may prejudicially be affected;
(vii) The 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 Commercial Space which will, in any manner, affect the rights of Allottee under this Agreement;
(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Commercial Space to the Allottee in the manner contemplated in this Agreement;
(ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Commercial Space to the Allottee and the common areas to the association of allottees or the competent authority, as the case maybe;
(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 Scheduled Property as per information;
(xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been applied for/issued and possession of Commercial Space, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the 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 Developer shall be considered under a condition of Default, in the following events:
(i) Developer fails to provide ready to move in possession of the Commercial Space to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Commercial Space shall be in a habitable condition which is complete

For SHREEPAL ENTERPRISES

Partner

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 applied for/issued by the competent authority;

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement subject to clause 7.5 in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Commercial Space, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

(iii) Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Commercial Space, which shall be paid by the Developer to the allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for 3 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Commercial Space in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Developer shall intimate the allottee about such termination at least thirty days prior to such termination.

10.<u>CONVEYANCE OF THE SAID COMMERCIAL SPACE:</u> The Developer, on receipt of Total Price of the Commercial Space as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Commercial Space together with proportionate indivisible share in the Common Areas within 3 months from the date of application of/issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Developer within 3 months from the date of application of/issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the

For SKREPL ENTERPRISES

notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Developer is made by the Allottee.

11.MAINTENANCE OF THE SAID BUILDING / COMMERCIAL SPACE / PROJECT: The Buyer shall before occupation of the said unit maintain with the Developer a deposit of Rs. 5,00,000/- only at the time of possession. The said deposit shall not carry any interest. The said deposit shall be transferred by the Developer only to the Housing Society's or Associations that may be formed as hereinafter stated subject however to the deduction by the Developer of the amounts due and payable, if any, by the Buyer to the Developer under the terms and conditions of this agreement.

12.DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event 0f promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to received appropriate compensation in the manner as provided under the act.

13.RIGHT TO ENTER THE COMMERCIAL SPACE FOR REPAIRS:
The Developer/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Commercial Space or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14.USAGE:
Use of Service Areas: The service areas, if any, as located within the "....." shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DO set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15.GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL SPACE:
15.1 The Allottee shall, after taking possession, be solely responsible to maintain the Commercial Space at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Commercial Space 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 Commercial Space and keep the Commercial Space, 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

For SKREPL ENTERPRISES

Partner

way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Commercial Space or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Commercial Space,

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Commercial Space with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17.ADDITIONALCONSTRUCTIONS:

The 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 and disclosed, except for as provided in the Act.

18.DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19.COMMERCIAL SPACE OWNERSHIP ACT:

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar Commercial Space Ownership Act.

20.BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection

For SKREPL ENTERPRISES

Partner

therewith including the booking amount shall be returned to the Allottee 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 Commercial Space, as the case may be.

22.RIGHT TO AMEND:

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

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

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

24.WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25.SEVERAB1LITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Commercial Space bears to the total carpet area of all the Commercial Spaces in the Project.

27.FURTHER ASSURANCE:

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

For SKREPL ENTERPRISES

Partner

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 Developer through its authorized signatory' at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the District Sub-Registrar, Hence this Agreement shall be deemed to have been executed at Gaya.

29.NOTICES:

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified in the beginning of the agreement.

It shall be the duty of the Allottee and the 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 Developer or the Allottee, as the case may be.

30.JOINT ALLOTTEES: That in case there are joint Allottees all communications shall be sent by the promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31.SAVINGS:

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

32.GOVERNINGLAW:

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.

PART –I OF THE SCHEDULE "A" ABOVE REFERRED TO

Description of land on which "....."project stand:- Free hold Land measuring an area of 7 katha 7.25 Dhur and 5.5 Dhurki but the actual land available on actual

For SHREE ENTERPRISES

measurement for construction is **20.31 decimil more or less** at Mauza- Dhanaut, Mohalla-Visvasaraiya Nagar, M.V.R. Code-072, Pargana-Phulwari, bearing Thana No.20, P.S.- Rupaspur, Khata no.665,682, Survey Plot no.676,677,678 , Tauzi no.5224 , Jamabandi No.868,1017,1018, Sub Registry Office Danapur, DSR Office Patna, Town & District-Patna in the State of Bihar and bounded as follows:-

BOUNDARY:-

NORTH :-. House of Smt. Subhlaksmi Srivastava

SOUTH :- BaileyRoad.

EAST :- Branch Road

WEST :- House of D.N.Gautam

SCHEDULE "B" ABOVE REFERRED TO :

ALL THAT **Commercial Space No-.....** on Sixth Floor in Tower - 1 measuring **..... Sq.Ft**. Carpet Area, **(Super Built-up area of ..... Sq.ft.)** along with One Reserved Car Parking in the building Known as **"....."** WHICH COMPRISES OF THE FOLLOWING BOUNDARY:-

BOUNDARY OF THE COMMERCIAL SPACE :-

NORTH:-

SOUTH:-

EAST :-

WEST :-

SCHEDULE "C" ABOVE REFERED TO PART -I

I.TOTAL COST OF THE COMMERCIAL SPACE: **Rs.,000/- (Rupees ..Lakh ... Thousand + GST as Applicable Only).**

II.DETAILS OF THE PAYMENTS RECEIVED:-

Total amount received against Commercial Space is Rs. **Rs...../-(Rupees ..... only)/-** only and Service Tax & GST amounts to **Rs...../-** only by Cheque.

Balance amount due against Commercial Space is Rs...../- only plus GST (rates applicable at that particular level of construction as per Government Rules).

PART -II OF THE SCHEDULE "C" ABOVE REFERRED TO
PAYMENT SCHEDULE

Installament Payment Plan	% Due	Total
Upto Booking	10%	10%
Upto Plinth Level	15%	25%

For SIKREP ENTERPRISES

Partner

Upto Casting Roof of 1st Floor	10%	35%
Upto Casting Roof of 3rd Floor	10%	45%
Upto Casting Roof of 5th Floor	10%	55%
Upto Casting Roof of 7th Foor	10%	65%
Brick Work	10%	75%
Plaster Work	10%	85%
Flooring Work	5%	90%
POP Work	5%	95%
Before Possession	5%	100%

SIGNATURE OF VENDOR SIGNATURE OF PURCHASERS

SCHEDULE "D"

STANDARD SPECIFICATIONS OF "....."

1	Foundation	Isolated/Combined/RCC Piling/Raft or as per Structural Design.
2	Structural	RCC framed structure as per design.
3	Civil Work	First class brick work in cement mortar/or concrete blocks as per standard specification.
4	Flooring	All floors will be combination of ceramic and vitrified tiles.
5	Plaster	In cement mortar 1: 6 on brick/block surface and 1: 6 on RCC Surface.
6	Doors	Frames of Hard wood, Flush, door shutter with locking arrangements of standard quality and all accessories in steel fitting with safety chain locking system.
7	Windows	Aluminum/UPVC two track sliding window withM/S safety grills or as per decision of Developer.
8	Toilets	White glazed viter Indian/European W.C ,(Parryware/Hindware with stern. Hot & Cold concealed water supply arrangements with C.p fittings of ESS-Ess or equivalent.
9	Kitchen	Granite working top with steel sink. Tiles dado upto 2'-0" height above working top only.
10	Electrical	Concealed PVC conduit wiring with standard electric accessories, modular switches of Finolex/Anchor or eqivalent make & adequate light, power points of Air Conditioners, Geysers in all bathrooms and kitchen and Telephone points and cable T.V, Sockets.
11	Plumbing	All internal CPVC/WPVC pipes shall be concealed.
12	Finish	All internal walls and ceiling shall be finished with Plaster and two coat of Putty above. All external walls shall be painted with two coats of Apex Exterior Paint.
13	Lift	Lifts of adequate capacity of

For SHREPL ENTERPRISES

Partner

		OTIS/KONE/THYSSEN/ZENITH or Equivalaent.
14	Wall Finish	All walls and roofs will be one coat of Primer.
15	Generator	Silent Diesel Generator with sufficient capacity to be provided common area and 350 W for each Commercial Space.

SCHEDULE "E"

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

- **Same as above –**

IN WITNESS WHEREOF, the above named Developer and the Vendee have put their respective signature on this Deed of Agreement for Sale after going through the contents of the documents and fully understanding the implications of the transactions on this .....**DAY** _____ **2020** in presence of the below noted attesting witnesses.

WITNESSES:-

1.

SIGNATURE OF THE DEVELOPER

2.

SIGNATURE OF THE VENDEES

This deed of agreement for sale has been drafted by me according to the directions of the Developer/vendor and the Purchaser, and on basis of the available papers and documents.

For SKREPL ENTERPRISES

AMIT SINGH
ADVOCATE
PATNA HIGH COURT