AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ..... (Date) day of..... **Year.....;**

BY AND BETWEEN

NUTAN HOMES (Firm Registration No:-118/2016 for Firm Registrar, Registration Deptt Bihar, Patna), a Partnership firm registered under the indian partnership Act,1932,having its principal place of business at Shop No. 09 & 10, Nutan Vihar Apartment, Near Police Station Kankarbagh, Kankarbagh, Dist-Patna-800020, (PAN-AAJFN1566H)

represented by its authorized Managing Partner **SHRI MUNINDRA KUMAR SINHA**, S/o Late Jagdish Prasad Singh, resident at Flat No. 403, Nutan Vihar Apartment, Kankarbagh, Patna - 800020 Bihar, hereinafter referred to as the "**Promoter**"(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs,executors and administrators of the last surviving partner and his/her/their assigns).
(PAN No.-ANFPS8224C)
(Aadhar No.-652771757238)
Mobile No.-8789734157

AND

MR./MRS......,aged about.....years son/daughter/wife of ....., resident of ....., hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).
Aadhar No. .....
PAN- .....
Mobile No. .....
The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

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

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

(b) "appropriate Government" means the State Government;

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

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

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

WHEREAS:

A. The Promoter is the Developer of Survey Plot No. 1105(Part)(Part of One thousand one hundred five) , Khata No. 162(one hundred sixty two), Mauza- Jaganpura, Thana No. 26, Tauzi No. 355, Survey Thana-Phulwari, at present P.S. Ramkrishna Nagar, in the Town and District of Patna, within the limit of Patna Nagar Nigam Kankarbagh and under the Sub Registration Office Phulwari and District Registration Office Patna;

AND WHEREAS:

The Promoter **NUTAN HOMES** (Firm Registration No:-118/2016 for Firm Registrar, Registration Deptt Bihar, Patna),a Partnership firm registered under the indian partnership Act,1932,having its principal place of business at Shop No.09&10, Nutan Vihar Apartment, Near Police Station Kankarbagh, Kankarbagh, Dist-Patna-800020, Bihar through its authorized Managing Partner SHRI MUNINDRA KUMAR SINHA, S/o Late Jagdish Prasad Singh, resident at Flat No. 403, Nutan Vihar Apartment, Kankarbagh, Patna - 800020, Bihar become the Developer of the property to frame and launched a scheme to achieve the object from the land lords

(i) (1) Sri Harinandan Rai , S/o Late Ramlakhan Rai (2) Sri Anil Kumar (3) Sri Pramod Kumar (4) Sri Premdhar Kumar (5) Sri Ashok Kumar S/o all Sri Hari Nandan Rai and all are resident of Bigrahpur, P.O.-G.P.O, P.S.-Jakkanpur, Distt.-Patna)

(ii) (1) Sri Upenra Kumar (2) Sri Jitendra Kumar (3) Sri Dharmendra Kumar son of all Late Jainandan Rai and all are resident of Bigrahpur, P.O.-G.P.O, P.S.-Jakkanpur,Distt.-Patna.

The Developer has entered into Registered Development Agreement Vide **(i)** Deed No.-261 Book No.-1, Vol. No.-5, CD No.-1/2012, Token No.-348/2012, Page from 233-248 (16 page) dated-04.01.2012. and

(ii) Deed No.-262 Book No.-1, Vol. No.-5, CD No.-1/2012, Token No.-351/2012, Page from 249-264 (16 page) dated-04.01.2012

which is registered in the office of the District Registrar Patna the construction a residential complex to be known as **"RAMLAKHAN APARTMENT"** comprising of residential Flat/Car parking space etc. on the said land.

RECITAL OF LAND

The land of the building more fully and particularly described in the Schedule hereunder and forming a part of this agreement is the ancestral purchasing property of the land owners, it is to be noted that 2 Ekar 96 decimil total land in Plot No 1105. Which was bought by Lotan Rai alias Lurak Rai S/o Gokul Rai and Haricharan Rai S/o Ram Kishun Rai from Muneshar Kunwar W/o Late Kali Prasad residence of Dundi Bazar, Patna on 13.04.1927 by registered sale deed which deed no. 1867, book no 1, jild no. 30, page no. 171 to 178 there registory office Patna sadar, Lotan Rai had got 25 percent land means 74 decimil land of his own shares from total land 2 Ekar 96 Decimil in Plot No. 1105. after some time Lotan Rai died leaving his one son namely Ramlakhan Rai.there after Ramlakhan Rai died leaving behind his five son (1) Sri Brijnandan Rai (2) Sri Harinandan Rai (3) Sri Devnandan Rai (4) Sri Jainandan Rai (5) Sri Krishna Rai. After some time(1) Sri Brijnandan Rai (2) Sri Harinandan Rai (3) Sri Devnandan Rai (4) Sri Jainandan Rai (5) Sri Krishna Rai. all son's of Late Ramlakhan Rai, separated from each other by mutual khangi partion and occupied its share from the total land 2 Ekar 96 decimil. after some time Jainandan Rai died leaving behind his three sons namely (1) Sri Upenra Kumar (2) Sri Jitendra Kumar (3) Sri Dharmendra Kumar . after died their father Sri Upenra Kumar, Sri Jitendra Kumar ,Sri Dharmendra Kumar together all are succeeded and came in actual physical possession over the land of theirs own share of mutated their name in the state serista .

And Sri Hari Nandan Rai S/o Late Ramlakhan Rai with their four sons together also Succeeded and came in actual physical possession over the land of theirs own share of mutated their name in the state serista .

The Development agreement is being executed by above land owners as karta & head of family. accordingly above all are succedded and came in actual physical possession over the land and mutated their name in the state serista and paying rent to the state of Bihar through circle office Phulwari sharif vide plot no 1105(part) under Khata no. 162, Tauzi no. 355, Thana no. 26,Mauza- Jaganpura, Anchal- Phulwari, Distt-Patna.

B. The Said Land is earmarked for the purpose of building a residential project,comprising 01 (one) multistoried apartment buildings and car parking space and the said project shall be known as **"RAMLAKHAN**

APARTMENT"; Plan Case No. P-Jaganpura-PRN-B+G+4/91/2019; dated-07.12.2019
which was prepared by Architect Ar. Shri Tanvi Lalit Regd. No. AR/43/2018.

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 Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The Patna Municipal Corporation/ Competent Authority hasgranted the commencement certificate to develop the Project vide approval dated - 07.12.2019 bearing Plan case no.-**P-Jaganpura-PRN-B+G+4/91/2019;**

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment plot or building, as the case may be. From The Patna Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable:

F. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulator)' Authority bearing no. ..... **dt.** ..... at Patna.

G. The Landowners and the Developer/ Promoter have entered into a Supplementary (**Share Distribution**) Agreement **dated the 18th day of February 2020 and 12th day of June 2020.** whereupon the respective shares of the Landowners and the Developer/Promoter in the Project has been well earmarked and delineated in terms of flats, car parking spaces and proportionate area in land as well as common areas and amenities;

H. The Allottee had applied for an apartment in the Project vide application and has been allotted Flat no..... having Carpet area of ..... square feet & Exclusive Balcony area ..... sq. ft., Service Area ..... **sq.ft.** on the ..... Floor .admeasuring corresponding Super built up area ..... square feet along with covered parking on ..... **Floor** in the apartment named **'RAMLAKHAN APARTMENT**, 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);

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

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 Agreement and all applicable laws, are noe 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat and the **one car parking space** on the **……..Floor** (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 follow:

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat/Apartment as specified in Para G.

1.2. The Total Price for the flat based on the **carpet area** is Rs. ……./- (Rupees …….. Only)

Break up and description

A) 3 month maintenance charge @ Rs.5 per Sq.ft of carpet area ……sq.ft.

B) GST /Government Taxes Extra as Applicable at the time of the payment related to the said flat …….

C) Flat no. …….. on …….. floor in Block- ……..

D) Rate of theF latt per square feet ……./

Total price Rs. ……./- (Rupees …….. Only).

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 charge which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall

enclose the said notification/order/rule/regulation to that effect alongwith 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(s) shall make the payment as per the payment plan set out in **Schedule-"C"** (**"Payment Plan"**).

1.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at the **Schedule-"D"** and **Schedule-"E"** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then shall refund the excess money paid 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 the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the payment plan as provided in **Schedule-'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2. of this Agreement.

1.7. Subject to **para 9.3.**, the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:

i) The Allottee shall have exclusive ownership of the Flat.

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 alongwith other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clearified that the promoter shall handover the common areas

to the Association of Allotteees after duly obtaining the completion certificate from the competent authority as provided in the Act;

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

It is made clear by the Promoter and the Allottee agrees that the Flat alongwith Car Parking Space (open/covered), 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 Promoter agrees to pay all outgoings before transferring the physical possession of the flats 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 Promoter 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 flats/apartment to the Allottees, the Promoter 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 therefor by such authority or person.

The Allottees has paid a sum of **Rs……./-** (Rupees …… only) as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan [**Schedule- 'C'**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules (presently 2% above the PLR/Base Rate/MCLR of State Bank of India with any modifications thereof from time to time).

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule-"C"**] through A/c Payee cheque/demand draft/banker's cheque or online payment in favour of "**NUTAN HOMES"** payable at Patna.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s)/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorises the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Alottee against the Flat, it any, in his/her name and the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the Flat to the Allottee and common areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat/Apartment and accepted the Floor Plan, Payment Plan and the Specifications, amenities and facilities [annexed alongwith this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, anenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bihar Building Byelaws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

7.1. Schedule for possession of the said Flat/Apartment- The Promoter agrees and understands that timely delivery of possession of the Flat to the allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the project of the Flat/Apartment on ....., 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 Promoter shall be entitled to the extension of time for delivery of possession of the Flat/Apartment, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees

and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intemate the allottee about such termination atleast 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Flat/Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be after the issuance of the completion certificate for the Project. The promoter shall handover the occupancy certificate of the Flat/Apartment, 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 Flat/Apartment- Upon receiving a written intimation from the Promoter as per **clause 7.2.**, the Allottee shall take possession of the Flat/Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in **para 7.2.**, such Allottee shall continue to be liable to pay maintenance charges as specified in **para 7.2.**

7.4. Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the Flat to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans including

common area, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5. Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

7.6. Compensation -

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

Except for occurrence of a *Force Majeure* event, if the promoter fails to complete or is unable to give possession of the Flat/Apartment (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 business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 Flat/Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Flat/Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

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

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project or the Flat/Apartment;

(iv) There are no litigations pending before any court of law with respect to the said Land, Project or the Flat/Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat/Apartment and common areas;

(vi) The promoter has the right to enter into this Agreement and 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 Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;

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

(ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Flat/Apartment, Plot or Building, as the case may be, alongwith common areas (equipped with all 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 legislatve enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the *Force Majeure* clause, the Promoter shall be considered under a Condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the Flat 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 puroese of this para, 'ready to move in possession' shall mean that the Flat/Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

9.2. In case of default by Promoter under the conditions listed above, Allottee is entitled to the following:

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

(ii) The Allottee shall have the option of terminating The Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat, alongwith interest at the rete prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat, which shall be paid by the Promoter 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 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case the default by Allottee under the condition listed above, continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Flat in favour of the Allottee

and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID FLAT/APARTMENT:

The Promoter, on receipt of Total Price of the Flat as per **para 1.2.** under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issuance of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies) in regard thereto.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottees upon the issuance of completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Flat.

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 of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/ Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parkings 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 Flat/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

15.2. The 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, building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or paining 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 Flat/Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat.

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottes

and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4. The Allottee agrees and undertakes to pay regularly and punctually, from the date of possession of the Flat, the proportionate share of municipal rents and taxes on the basis of the municipal assessment and of all the outgoings calculated either on actual amount in respect of the said Flat including all rates, dues, duties, common utilities maintenance charges including running charges, repairs, salaries of the employees (bill collector, guard, liftman, sweepers, electrician, plumber etc.) and all other expenses incidental to the maintenance of the said Flat as may be determined or fixed by the Developer/Promoter or the Maintenance Committee as service charges, on or before the 7th day of every month.

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

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

17. ADDITIONAL CONSTRUCTIONS :

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

Provided, however, the Promoter shall always be entitled to create equitable or any other mortgage of the land and building of his share for the purpose of raising finance for the project but the Promoter shall be bound to liquidate all such loans, if obtained, with interest thereon, before or at the time of completion of the project.

Provided further that the Promoter shall not be liable for any loan raised by the Allottee for the purpose either to purchase the said Flat or against the security of the said flat.

Provided further that the Promoter shall also be entitled to create equitable or any other mortgage of those part of the building of his share which have not been allotted or sold out to anyone and is still under the absolute ownership of the Promoter, for the purpose of raising finance for any of the purpose, whatsover, of the

Promoter at his own desire. The Allottee herein shall have no objection in the Promoter exercising his lawful right in the manner aforesaid.

19. APARTMENT OWNERSHIP ACT :

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith the payment 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 at Phulwari Sharif, Patna or Patna Sadar (Bihar) as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the 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 therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT :

This Agreement, alongwith its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Flat/Apartment, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISION 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go alongwith the Flat for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE :

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

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

25. SEVERABILITY:

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE 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 be the proportion which the carpet area of the Flat bears to the total carpet area of all the flats/Apartment in the Project.

27. FURTHER ASSURANCES :

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in PATNA. After the Agreement is duly executed by the Allottee and the Promoter or

simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at Phulwari Sharif, Patna or Patna Sadar (Bihar). Hence this Agreement shall be deemed to have been executed at PATNA.

29. NOTICES:

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

.....

.....

.....

SRI MUNINDRA KUMAR SINHA (Managing Partner)
NUTAN HOMES,
Shop No.09&10, Nutan Vihar Apartment,
Near Police Station Kankarbagh,
Kankarbagh, Dist -Patna-800020,

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 and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES

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

31. SAVINGS:

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

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and

Regulations made thereunder 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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

Signature _____

NAME _____

ADDRESS _____

_____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:



Signature _____

(Authorized Signatory)

SRI MUNINDRA KUMAR SINHA (Managing Partner)

NUTAN HOMES,

Shop No.09&10, Nutan Vihar Apartment,

Near Police Station Kankarbagh,

Kankarbagh, Dist -Patna-800020,

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

WITNESSES:

(1) Signature_____

Name _____

Address _____

_____

(2)Signature_____

Name _____

Address _____

_____

SCHEDULE 'A'

All that Flat no. ..... having Carpet area of ..... square feet & Exclusive Balcony area ..... sq. ft., Outer wall area ..... sq.ft. Service Area ..... sq.ft. on the ..... Floor in **BLOCK-.....,** admeasuring corresponding Super built up area ..... square feet along with covered parking on ..... Floor in the apartment named **'RAMLAKHAN APARTMENT** with proportionate share in land etc., constructed over Survey Plot No. 1105 (part) (One thousand one hundred five), Khata No. 162 (One hundred sixty two), Mauza- Jaganpura, Thana No. 26, Tauzi No. 355, Survey Thana- Phulwari, at present P.S.- Ramkrishna Nagar, in the Town and District of Patna, over land measuring 1197.98 Sq.m (12878.28 Sq.ft) within the limit of Patna Munnicipal Corporation and under the Sub Registration Office Phulwari and District Registration Office Patna, having following boundaries:

BOUNDARY OF THE BUILDING/LAND :

NORTH	:-	Alang
SOUTH	:-	Plot No.-1104
EAST	:-	Sri Rajnandan Rai
WEST	:-	Sri Krishna Rai

BOUNDARY OF THE FLAT:

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

Note:- Govt. value is mentioned at **Code No.- 202 & Zone- 3** of M.V.R. 2016-17.

SCHEDULE-'B'

(Floor Plan of the Flat/Apartment) Drawing of flat.

SCHEDULE 'C'
PAYMENT PLAN

PERIOD	AMOUNT IN %
At the time of booking	10%
At the time of Foundation work	10%
Within One Month From Agreement Date	45%
After Completion of Fourth Floor Roof Slab	10%
Completion of Brick Work	10%
Completion of Plaster Work	10%
At the time of Hand over Flat	05%
Total	100%

SCHEDULE – D

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

PROJECT :- "RAMLAKHAN APARTMENT"

SPECIFICATIONS

1. FOUNDATION	:	RCC under reamed pile foundation
2. STRUCTURE	:	RCC framed Earth Quack resistant framed Structure.
3. BRICK WORK	:	No.1(one) Brick work in cement Motrar (1:4)
4. PLASTER	:	1/2" plaster in cement Motrar 1:4 on bricks and 1:4 cement Motrar on R.C.C surface.

5. DOORS/CHOUKHAT	:	All door to be flush door of 30 mm with sal wood chaukhat.
6. WINDOWS	:	Wooden/Aluminium Panel window for lighting with grill painted with 2 coats of synthetic enamel paint on a coat of primer.
7. LOCKS	:	Mortise handle in SS finish with main door of door set/ link/ other equivalent brand & internal door should be of SS door fittings.
8. FLOORING	:	Verified Tiles/Marble flooring , in that and in passage and stair case, Non Skid tiles flooring in toilets and kitchen.
9. TOILET	:	Provision of hot and cold water supply in all toilets, sanitary of branded make or equivalent plumbering accessories.Glazed tiles up to 7 ft. height.
10. KITCHEN	:	Polished back granite counter, colored ceramic tiles upto 2 ft. height,stainless steel sink.
11. ELECTRIC FITTINGS	:	Copper wire in concealed PVC conduits provision shall be made to sufficient lighting power points, switches,sockets,telephone and TV points in all bedrooms drawing/ dinning room of standard make.
14. INTERNAL FINISHES:		Water proof wall putty with including cornices & Moulding in Bedrooms, drawing/dinning room.

15. EXTERNAL FINISHES: Water proof wall putty with exterior grade paint or equivalent to suit building elevation.

16. DECORATIVE : The Building Elevation to be highly decorative in nature with high quality finishing workmanship and material as per design

SCHEDULE- 'E'

(Specifications, Amenities and Facilities of the Project)

PROJECT :- "RAMLAKHAN APARTMENT"

SALIENT FEATURES

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

- Lift of reputed brand and Two lift (Six Passenger)
- 24 hours fresh water supply from own bore well.
  100% generator back up for common areas & common amenities with 500w power back up in each flat.
- Complete fire fighting system as per fire fighting norms.
- Adequate Ventilation.
- Guard room, common toilet and bath on ground floor .
- Car parking spaces on ownership basis on ground floor /basement floor/ open parking space. On extra cost.

DEED OF ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE is made on this ..... Day of .....

NAME OF THE VENDOR/DEVELOPER

M/S NUTAN HOMES. a Partnership firm under Partnership Act 1932, having having RERA No. ---------- its's

M/s Nutan Homes

Managing Partner

Registered Office at Nutan Vihar Apartment, Kankarbagh, Patna- 800020, represented through its Managing Partner **SRI MUNINDRA KUMAR SINHA**, son of Late Jagdish Prasad Singh, resident at Flat No. 403, Nutan Vihar Apartment, Kankarbagh, Patna - 800020, hereinafter referred to as the BUILDER (which terms and expression shall unless it be repugnant to the context or meaning thereof mean and include its executors, representatives, partners, nominee or nominees, administrators, successors, in the office and assigns) of the FIRST PART.

PAN NO:-AAJFN1566H, AadharNo:-218113416978,
Mob.No:- 8789734157

2. NAME OF THE VENDEE:-

..... hereinafter referred to as the BUYER (which terms and expressions shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, legal representative, administrators, successors in the office and assigns) of SECOND PART.

3.NATUR OF THE DOCUMENT:-

DEED OF ABSOLUTE SALE

4.CONSIDERATION MONEY:-,

Rs...../- (Rupees -) only

5.DESCRIPTION OF THE PROPERTY HEREBY CONVEYED:-

ALL THAT **Flat No. .....** on **.....** Floor with a Car Parking space on the Basement floor of the multistoried building commonly known as "**RAMLAKHAN APARTMENT**" measuring super built up area of .....Sq.ft ,Situated at Subhash Nagar, New Jaganpura, Survey Mauza-Jaganpura, P.S.-Ramkrishna Nagar and District Patna, within the

M/s Nutan Homes
Managing Partner

the Jurisdiction of Sub Registry Office Phulwari and Sadar Registry Office - Patna under Survey Plot No. 1105(part), under Khata No. 162 and Thana No. 26, Tauzi No.- 355 & Valuation Code No.- 202 Zone- 03 within the limit of Patna Regional Development Authority and Patna Municipal Corporation, Patna with comprising of super built up area along with proportionate undivided share in the land and in the said Apartment with all doors, Windows, fittings and fixtures, which shall be aggregate of the following.

BOUNDARY OF FLAT NO.-

North :-

South :-

East :-

West :-

This deed of sale made on this ..... day of .....

BETWEEN

M/S NUTAN HOMES. a Partnership firm under Partnership Act 1932, having having RERA No. ---------- its's Registered Office at Nutan Vihar Apartment, Kankarbagh, Patna- 800020, represented through its Managing Partner SRI MUNINDRA KUMAR SINHA, son of Late Jagdish Prasad Singh, resident at Flat No. 403, Nutan Vihar Apartment, Kankarbagh, Patna - 800020, hereinafter referred to as the BUILDER (which terms and expression shall unless it be repugnant to the context or meaning thereof mean and include its executors, representatives, partners, nominee or nominees, administrators, successors, in the office and assigns) of the FIRST PART.

AND

..... hereinafter referred to as the BUYER (which terms and expressions shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, legal representative, administrators, successors in the office and assigns) of SECOND PART.

WHEREAS the land owner of the aforesaid multistories building has absolutely seized and peacefully possessed of otherwise well and sufficiently entitled to all that piece and parcel of land measuring area 12890.26Sq.ft (1197.98Sq.m) in Survey Plot No.- 1105(Part) under Khata No.- 162 and Thana No-.26 Tauzi No.- 355 situated at Subhash Nagar, New Jaganpura, Survey Mauza- Jaganpura, P.S. Ramkrishna Nagar and District Patna, Within the limits of Patna Municipal Corporation and P.R.D.A.

RECITAL OF LAND

The land of the building more fully and particularly described in the Schedule hereunder and forming a part of this agreement is the ancestral purchasing property of the land owners, it is to be noted that 2 Ekar 96 decimil total land in Plot No 1105. Which was bought by Lotan Rai alias Lurak Rai S/o Gokul Rai and Haricharan Rai S/o Ram Kishun Rai from Muneshar Kunwar W/o Late Kali Prasad residence of Dundi Bazar, Patna on 13.04.1927 by registered sale deed which deed no. 1867, book no 1, jild no. 30, page no. 171 to 178 there registory office Patna sadar. Lotan Rai had got 25 percent land means 74 decimil land of his own share from total land 2 Ekar 96 Decimil in Plot No. 1105. after some time Lotan Rai died leaving his one son namely Ramlakhan Rai. there after Ramlakhan Rai died leaving behind his five son (1) Sri Brijnandan Rai (2) Sri Harinandan Rai (3) Sri Devnandan Rai (4) Sri Jainandan Rai (5) Sri Krishna Rai. After

some time(1) Sri Brijnandan Rai (2) Sri Harinandan Rai (3) Sri Devnandan Rai (4) Sri Jainandan Rai (5) Sri Krishna Rai. all son's of Late Ramlakhan Rai, separated from each other by mutual khangi partion and occupied its share from the total land 2 Ekar 96 decimil. after some time Jainandan Rai died leaving behind his three sons namely (1) Sri Upenra Kumar (2) Sri Jitendra Kumar (3) Sri Dharmendra Kumar . after died their father Sri Upenra Kumar, Sri Jitendra Kumar ,Sri Dharmendra Kumar together all are succeeded and came in actual physical possession over the land of theirs own share of Land mutated their name in the state serista .

And Sri Hari Nandan Rai S/o Late Ramlakhan Rai with their four sons together also Succeeded and came in actual physical possession over the land of theirs own share of Land mutated their name in the state serista .

The Development agreement is being executed by above land owners as karta & head of family. accordingly above all are succedded and came in actual physical possession over the land and mutated their name in the state serista and paying rent to the state of Bihar through circle office Phulwari sharif vide plot no 1105(part) under khata no. 162, Tauzi no. 355, Thana no. 26. Mauza- Jaganpura,Anchal-phulwari, Dist- Patna.

AND WHEREAS The land owners authorized the developer M/S NUTAN HOMES. a Partnership firm under Partnership Act 1932, having having RERA No. ---------- its's Registered Office at Nutan Vihar Apartment, Kankarbagh, Patna- 800020, represented through its Managing Partner SRI MUNINDRA KUMAR SINHA, son of Late Jagdish Prasad Singh, resident at Flat No. 403, Nutan Vihar Apartment, Kankarbagh, Patna - 800020, hereinafter referred to as Developer/Builder to make construction of multi storied building more fully described in first schedule.

The aforesaid **M/s Nutan Homes** is a Builder/Developer and its main object is to buy, sell, develop and deal in land and building including commercial and residential apartments and to carry on business of building contractors for all types of construction.

AND WHEREAS, to achieve the above objective the Developer/Builder also entered into a Development Agreement on 04/01/2012 with (1)Sri Hari Nandan Rai , S/o Late Ramlakhan Rai , and Sri Anil Kumar,Sri Pramod Kumar,Sri Premdhar Kumar, Sri Ashok Kumar all S/o Sri Hari Nandan Rai ,R/o Bigrahpur, P.O.-G.P.O, P.S.-Jakkanpur, Distt.-Patna (2) Sri Upenra Kumar, Sri Jitendra Kumar and Sri Dharmendra Kumar, all S/o Late Jainandan Rai, R/o Bigrahpur, P.O.-G.P.O, P.S.-Jakkanpur, Distt.-Patna to develop and construct multistoryed building over the land measuring and area 12878.28 Sq.ft (1197.98Sq.m) which has been registered at the Office of Sub Registrar Patna bearing its' Book No.- 01, Deed No.- 261&262, Volume No. 05, Page No. 233 to 248 &249 to 264, C.D. No. 01/Year2012

AND WHEREAS the Builder decided to construct and sell a Multi Storied Building in the aforesaid land in the name and style of **RAMLAKHAN APARTMENT** situated at Subhash Nagar, New Jaganpura, Survey Mauza- Jaganpura, P.S. Ramkrishna Nagar and District Patna, and whereas the Builder/Developer got the plan prepared for building to be constructed on the said land which has been approved by Patna Municipal Corporation vide Patna Municipal Corporation Plan Case No. P-Jaganpura-PRN-B+G+4/91/2019;dated 07.12.2019.

AND WHEREAS by virtue of the terms and condition in the development agreement between the builder and the said land owners as named above, the builder has framed a scheme to plan construct and sell a multi-storied Building complex named as **RAMLAKHAN**

APARTMENT on the aforesaid land for residential purposes comprising of Flats & parking spaces etc.

AND WHEREAS, building has been constructed over the land and share of the land owners and vendor/developer/builder has already been distributed.As per U/S 5 and other of The Bihar Apartment Ownership Act 2006, vendor/developer/builder is entitled to sale/transfer his share as Absolute owner. The property hereby sold is allotted in the share of the Developer. And the above vendor has full right to transfer the Flat etc., by way of sale to different Purchasers on ownership basis.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BEETWEEN THE PARTIES HERE TO AS FOLLOWS:-

AND WHEREAS the Builders being the promoters and developers of the aforesaid **"RAMLAKHAN APARTMENT"** in developing the aforesaid multi – storied residential building in said complex on the said land and are entitled to dispose off the same at their own terms.

AND WHEREAS, the BUYER had taken inspection of the aforesaid documents and after becoming satisfied himself about the right title and interest of the vendor to the said flat and is also aware of the fact that the Vendor has entered and for entering into separate agreement with several other person and or parties who are interested in acquiring the purposed **"Flat No.....on .....floor".**

AND WHEREAS, the BUYER have also inspected and/or otherwise has decided to acquire a flat and parking space in the said building on the terms and conditions hereinafter mentioned.

NOW THIS CONVEYANCE WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

AND WHEREAS the vendor agreed to sell and the purchaser agreed to purchase ALL THAT Flat No. ..... on ..... Floor with one Car Parking Space on the Basement floor on Ground floor in the said Complex more fully described in column No.-5 and the Second schedule hereunder and hereinafter referred to as the 'SAID UNIT' at and for an aggregate consideration of Rs...../- (Rupees.....)Only.

AND WHEREAS the purchaser has paid the said entire consideration of Rs...../- (Rupees) Only to the Vendor, for the said Flat with one car parking space (this receipt whereof the vendor of the first part doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the purchaser and/or the said unit hereunder conveyed) and obtained possession of the said unit.

AND WHEREAS the purchaser has requested the vendor to grant and to execute the conveyance (Sale Deed) of the said unit.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in pursuance of the said Agreement and in consideration of the said Aggregate sum of Rs...../- (Rupees) Only paid by the purchaser to the vendor as per sixth schedule (the receipt whereof the vendor doth hereby acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the purchaser and/or the said unit hereunder conveyed) the vendor doth hereby grant, transfer, convey, assign, and assure unto the purchaser the said unit more fully described in the Second schedule hereunder together with undivided share or interest in that part of the said plot which is directly beneath the said units in the proportion which the said unit bears to all the units constructed or that might be constructed on the said part or portion of the said land

along with the right of access from the exit to the main road either directly and/or through gates, passage, stairways, landings, lobbies and common areas thereof including the right to use and enjoy in common with all other owners and occupiers for the time being of the other units in the said complex the benefits or all common areas and facilities described in the Third Schedule hereunder subject however the terms, conditions and covenants contained in the fourth Schedule hereunder on payment of all common and maintenance expenses mentioned in the Fifth Schedule TO HAVE AND TO HOLD the said unit together with the proportionate interest in the land the rights and facilities and subject to the terms, conditions and covenants as aforesaid unto and to use and benefit of the purchaser absolutely free form all attachments, charges, encumbrances, liens, lies pen dens subject however to the conditions and covenants contained in the Fourth Schedule and liability to pay and contribute towards payment of (a) all taxes, assessments, (b) cost of repair, management and maintenance of common areas and facilities of the said complex described in the Fifth Schedule hereunder.

1. The vendor hereby convents with the purchaser, his heirs and assigns as follows:

a) The vendor subject to the rights created in favour of the purchaser the said agreement is lawfully seized and possessed of the said unit together with the said proportionate undivided share of interest on the said portion of the land and right to use and enjoy all common areas and facilities for the perfect and indefeasible estate of inheritance in free simple in possession or an estate equivalent thereto free from all attachment, encumbrances, liens, lies pen dens what-so-ever without any manner or conditions or use or trust or other thing what-so-ever to alter, defeat, encumber or make void the same AND that not withstanding any act, deed, matter or thing, what-so-ever as aforesaid the vendor that now in itself good right, full power and

absolute authority to grant convey,. Transfer, sell, assure and assign the said unit TOGETHER WITH the said undivided share or interest in the said portion or the land and right to use and enjoy all common areas and facilities mentioned in the Third Schedule hereunder hereby granted, conveyed, sold, transferred and assured or intended so to be unto and to the use of the said purchaser in the manner aforesaid.

b) It shall be lawful for the purchaser or his heirs or assigns from time to time and at all times hereafter to quietly enter into and upon the said unit hereby conveyed and transferred unto the purchaser and every part thereof and to enjoy the said unit TOGETHER with the rights in common areas and facilities mentioned in the fourth Schedule hereunder without any interruption, claim or demand whatsoever by the vendor or any person or persons claiming through them or under or in trust for the vendor but subject to terms and stipulations contained in Fourth Schedule hereunder and on payment of proportionate common expenses mentioned in the Fifth Schedule hereunder.

c) The said unit is free for all attachment, encumbrances, liens, trusts and lies pen dens and freely, clearly and absolutely squired, exonerated and released or otherwise by and at the cost and expenses of the vendor well and sufficiently indemnified of from and against all or any manner or claims, demands, charges, liens, debits, attachments and encumbrance whatsoever made or suffered by the vendor or any person lawfully or equitably claiming as aforesaid.

d) The vendor and every person or persons having lawfully claiming and estate, right, title and interest unto or upon the said unit hereby so conveyed and transferred unto the purchaser or any part thereof under or in trust for the vendor and at all times hereafter upon every reasonable request and costs of the purchaser make do acknowledge execute, perfect all such further and other lawful and reasonable deeds, assurance, matters and things whatsoever for

further and better and more perfectly assuring the said unit unto the purchaser in manner aforesaid as may be reasonably required.

3) THE PURCHASER doth hereby covenants with the vendor that the purchaser shall hold the said unit and the right and interest in common areas and facilities upon and subject to the terms and stipulations mentioned and contained in the fourth schedule hereunder and make payment of the proportionate maintenance charges and common expenses mentioned in the fifth schedule hereunder including all municipal rates and taxes payable over or in respect of the said unit and keep the vendor indemnified and harmless from or against any such claims or demands.

4) PROVIDED ALWAYS it is hereby expressly agreed by and between the vendor and the purchaser that the terms and conditions, stipulations, covenants contained herein including the schedules hereunder shall prevail and have over riding effect not withstanding anything to the contrary contained in sale or in any other document exchanged by and between the parties hereto and the purchaser shall not be entitled to make claims or demand any compensation or damages from the vendor for any deviation or alternation .

(THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO)

All that piece and parcel of Land Measuring 12878.28Sq.ft. in situated at. Subhash Nagar, New Jaganpura, Survey Mauza-Jaganpura, P.S.Ramkrishna Nagar and District Patna, within the Jurisdiction of Sub Registry Office Phulwari, and Sadar Registry Office – Patna under Survey Plot No.1105(Part) under Khata No. 162, and Thana No. 26., Tauzi No.- 355, & Valuation Code No.- 202., comprised within the Jurisdiction of Sub Registrar – Phulwari and Dist. Sub Registrar – Patna Sadar

The boundary of Apartment are as follows:-

Boundary of the Apartment

NORTH	:-	Alang
SOUTH	:-	Plot No.-1104
EAST	:-	Sri Rajnandan Rai
WEST	:-	Sri Krishna Rai

THE SECOND SCHEDULE HERIN ABOVE REFERRED TO

ALL THAT Flat No. ..... on ..... Floor with a Car Parking space on the Basement floor of the multistoried building commonly known as **"Ramlakhan Apartment"** measuring super built up area of ..... **Sq.ft**. situated at Subhash Nagar,New Jaganpura, Survey Mauza- Jaganpura, P.S. Ramkrishna Nagar and District Patna, within the Jurisdiction of Sub Registry Office- Phulwari and Sadar Registry Office – Patna under Survey Plot No. 1105(Part) under Khata No. 162, and Thana No. 26, Tauzi No.- 355., & Valuation Code No.- 202, Zone- 03., within the limit of Patna Regional Development Authority and Patna Municipal Corporation, Patna with comprising of super built up area along with proportionate undivided share in the land and in the said Apartment with all doors, Windows, fittings and fixtures, which shall be aggregate of the following.

BOUNDARY OF THE FLAT NO.-

North :-

South :-

East :-

West :-

1. Reserve car parking space for one car parking space on the ground floor, this will comprise of enough space to park any car of Indian make.

a) Carpet area comprised within the said unit. However, the roof of the said unit shall be used both as the roof of the said unit as well as the floor of the unto or units constructed above it. Similarly the floor of the said unit shall be used both as the floor of the said unit as well as the roof of the unit or units below it and the floor of the said unit shall belong jointly to the BUYER and BUYER of other units directly above and below the said units.

b) Area of the walls and columns, if any within and outside the said unit save the wall or walls separating the said unit from the other units on the same floor which shall belong jointly to the BUYER and BUYER of the other unit or units and in which case 50% (fifty percent) of common walls shall be taken into account.

c) Proportionate share in the common space in the said building as demarcated namely stair case and stair case landings on all the floors, common electrical meter room, common passage and lobby on all floors, water pumps rooms, lift well lift room, mumty fire lighting duct, reception, society office, guard room, common servant toilets, generator room etc.

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO

(Description of the common portion and areas)

a) All common paths and passages required for maintaining free movement from the exit of the said unit to the main road.

b) The land of the complex exclusively pertaining to common areas and common paths.

c) The foundation columns, girders, beams, support, main walls, boundary walls, main gates, fire escapes, entrance and exists of the buildings.

d) Portion of the complex to be until said for common benefits of the servants of the owners/occupiers of the Complex.

e) All common parts, equipments, installations, fixtures, fittings and spaces in the said complex including tube wells, generators, drainage, sewerage, pumps house and all the apparatus and installations for common use.

f) Wring and accessories for general lighting of the common portion and for operating Lifts, water Pump etc.

g) Evacuation pipes, drains and sewers in the complex and free from the complex to the Municipal Duct.

THE FOURTH SCHEDULE HERIN ABOVE REFERRED TO

(Terms, conditions, stipulations and covenants to be observed and performed by the purchaser).

1) The purchaser shall not use the said unit for any business or commercial purpose and shall not also use the same as warehouse for attacking or storing any combustible or inflammable goods or articles or tax any illegal or immoral purposes.

2) The purchaser shall carry out all internal repairs in the said unit at his own cost and expenses and shall observe all the rules and byelaws of the municipal corporation and shall not do or suffer to be done anything in or upon the said unit which may be against the rules and byelaws of the corporation or any other legal authority.

3) The purchaser shall keep the common area and the compound of the said building and complex neat and clean in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furniture's, articles in the common spaces, entrance, stair cases.

4) The purchaser shall not use the buildings in a manner which may cause inconvenience or annoyance to the owners or occupiers of other units in the buildings or the complex.

5) In case any sale tax, purchase tax or any other Government duty or taxes are payable in relation to the said unit, the same shall be on the account of the purchaser and the purchaser hereby agrees to make payment of such taxes and duties.

6) In the event the vendor is compelled to make payment of any such tax or duty or any other claim or demand which is required to be paid and/or discharged by the purchaser, in that even, the purchaser shall reimburse the vendor with the amount paid by the vendor to the authorities concerned within a period of 30 days from the date or demand by the vendor upon the purchaser and in default, the purchaser shall be liable to make payment of interest at the rate of 24% per annum.

7) The purchaser shall indemnify and keep the vendor indemnified and harmless from or against any claim or demand for payment of such taxes, duties and other liabilities which is required to be paid and discharged by the purchaser.

8) The purchaser agrees to observe and perform all rules, regulations and bye-law of owner's associations to be framed for maintenance and management of the building. The purchaser agrees to make payment of his proportionate share of maintenance and common expenses as fixed by the Association.

9) The Purchaser shall at no time demand partition of her interest in the said plot of land or the said building or the said complex or in any part thereof, it being agreed and declared that the interest of the purchaser in the said plot of land, building and the complex is impartial able.

10) The purchaser shall not demolish or cause to be demolished any part or portion of the said unit or building or complex or make or cause to be made any new construction of what-so-ever nature in such complex or in the said building or in any part thereof. The purchaser shall not make any addition or alteration in the said unit without the

previous consent in writing of the vendor or in the Association or Managing Committee of the Apartment as the case may be.

11) The purchaser shall not use or permit the user of the said unit in a manner which would diminish the utility of the common maintenance.

12) The said unit together with the undivided interest in the land and the right to use and enjoy the common areas and facilities shall constitute heritable and transferable property.

13) If at any future date the said complex is acquired or requisitioned by the Govt. or any other competent authority, the purchaser shall be entitled to receive proportionate share of the total values or compensation to be received or recovered.

THE FIFTH SCHEDULE HEREINONE REFERRED TO:

(Common and Maintenance Expenses to be paid by the purchaser)

a) Cost of operating, maintaining, overhauling per replacing or replacing water pumps, electric meter, common water supply line, Lifts.

b) Cost of maintaining water reservoirs and tank in the ground floor and on the roof.

c) Cost of maintaining or keeping the roof as well as the wide wall or the building in proper repairs and in water and leak proof condition.

d) Cost of repairs and painting the exterior or the building and all other common portion and areas.

e) Salaries or sweepers, caretakers, chawkidar, Darwan & Liftman employed for the upkeep of the common areas.

f) Cost of incorporation and formation of the Association for maintenance of the building.

g) All Municipal rates, taxes, duties and other impositions and levies on all common parts and areas.

h) The security deposits or any increase in security Deposit demanded and required to be paid top Electricity authority for maintenance of all common services and facilities.

i) Cost of maintenance of all other common services and facilities not specifically provided.

j) Insurance premium for insuring the Building against earthquake, fire, lightings, mob, civil commotion etc. if insured.

SIXTH SCHEDULE

Total consideration for the said Flat No. ..... on ..... Floor with one Car Parking Space on the Basement floor is Rs...../- (Rupees.....) only has been received by the Vendor from the purchaser through following bank draft and Cheque.

Total – Rs...../- (Rupees .....) Only

Annexure
As per Gov. Rate

Total land for Apartment	:	12878.28Sq.ft
Total built-up area of the Apartment	:	31920.83 Sq.ft.
Total super built up area of Flat	:	..... Sq.ft.
Proportionate share of the Land	:	..... sq.ft.
		(.....Decimal)
Flat value	:	Rs...../-
Value of proportionate Land	:	Rs...../-
Value of car parking	:	Rs...../-
Total Value	:	**Rs...../-**

IN WITNESSTH WHEREOF the parties have set and subscribed their respective hands on the day, month and year first above written.

Witnesses

Signature of the Builder/Vendor

1)

2)

Signature of the Purchasers