

- (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;
[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 with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, 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 [Apartment/Plot] 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 [Apartment/Plot] 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 [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;
- (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;
- (xii) No notice from the Government or any other local body or authority or any

legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter 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 [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (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 penal 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 apartment, along with interest at the rate specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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 ____ 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 specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and 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 Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. 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/closed parking's 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 [Apartment/Plot] 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.

15. USAGE

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

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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 [Apartment/Plot], 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 [Apartment/Plot] and keep the [Apartment/Plot], 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. 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 colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] 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 [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter 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.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. 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) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] 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 [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____
[Please insert the name of the state Apartment Ownership] Act). The Promoter showing compliance of various laws/regulations as applicable in _____.

21. 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 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 Promoter. If the Allottee(s) 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.

22. ENTIRE AGREEMENT

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 apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

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

24. 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 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 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.

25.2 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.

26. 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.

27. 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 [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

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

29. 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 _____ 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. Hence this Agreement shall be deemed to have been executed at _____.

30. 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:

_____ Name of Allottee
 _____ (Allottee Address)

M/s _____ Promoter name
 _____ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications 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.

31. 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.

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 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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions

are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

* or such other certificate by whatever name called issued by the competent authority.

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Dated:

Place:

Yours faithfully,
Signature and seal of the applicant(s)

FORM 'B'

[See rule 3(4)]

**DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER
OR ANY PERSON AUTHORISED BY THE PROMOTER**

Affidavit-cum-Declaration

Affidavit cum Declaration of [Mr./Ms.] _____ [promoter of the project / duly authorised by the promoter of the project, vide its/his/their authorisation dated ____];

I, _____ [promoter of the project / duly authorised by the promoter of the project] do hereby solemnly declare, undertake and state as under:

1. That [I / promoter] [have / has] a legal title to the land on which the development of the project is proposed or
_____ [have/has] a legal title to the land on which the development of the proposed project is to be carried out
and
a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.
2. That the said land is free from all
encumbrances. or
That details of encumbrances _____ including details of any rights, title, interest, dues, litigation and name of any party in or over such land.
3. That the time period within which the project shall be completed by [me / the promoter] is _____.
4. That seventy per cent. of the amounts realised by [me / the promoter] for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by [me / the promoter] in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn by [me / the promoter] after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That [I / the promoter] shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That [I / the promoter] shall take all the pending approvals on time, from the competent authorities.
9. That [I / the promoter] [have / has] furnished such other documents as have been prescribed by the Act and the

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rules and regulations made thereunder.

10. That [I / the promoter] shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this _____ day of _____.

Deponent

FORM 'C'

[See rule 5(1)]

REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 to the following project under project registration number _____;

_____ [Specify Details of Project including the project address];

1. [in the case of an individual] [Mr./Ms.] _____ son of [Mr./Ms.]

_____ Tehsil _____ District _____ State _____

; OR

[in the case of a firm / society / company / competent authority etc.] _____ [firm / society / company / competent authority etc.] _____ having its [registered office / principal place of business] at _____.

2. This registration is granted subject to the following conditions, namely:-

- a. The promoter shall enter into an agreement for sale with the allottees as prescribed by the State Government;
- b. The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17;
- c. The promoter shall deposit seventy per cent. of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4;
- d. The registration shall be valid for a period of _____ years commencing from _____ and ending with _____ unless extended by the Authority in accordance with the Act and the rules made thereunder;
- e. The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;

INDIAN DRIVING LICENCE

NAME : **SHREE K. SURESH**
 DIVISION : **SHREE K. SURESH**
 ADDRESS : **SHREE K. SURESH, PO
 SHREE K. SURESH, PATNA**

Valid Till (Transport) : **30-03-2013** SC 00

Valid Till (Non-Transport) : **30-03-2013**

Vehicle No : **SHREE K. SURESH**

Signature of Holder : **SHREE K. SURESH**

Type of Vehicle : **LMV / HT / MCWG Only**

Issued on : **01-03-2013**

134270 DL : **SHREE K. SURESH**

Original LA : **SHREE K. SURESH**
 Old DL No : **SHREE K. SURESH**
 Date Of Issue : **01-03-2013**

Class Of Vehicles:

Vehicle Class	Issue Date
LMV-NT	01-03-2013
MCWG	01-03-2013

self attested

Bineesh Kumar

I.D. of vendor/Developer

Name of the Licence Holder Paveen
Kumar
 Son/Wife/Daughter of Shri Krishnanda
Paved Sika



Specimen Signature
 Thumb Impression
 of the Holder of the
 Licence

Signature and designation
 of the Licensing Authority
[Signature]
14/10/14

Renewal
13-9-2019
10/10/14

I.D. of Vandeem

Self Attested
Signature
Praon Kumar

D. L. N. 32/109-10/RT/No/Inde
14909

Date of Issue 14/9/09

Name Paveen Kumar

Son/Wife/Daughter of Shri Krishnanda
Paved Sika

Temporary address/Office Address (if any) -----

Permanent Address 14 Krishnanda
B. B. Shastri

Date of Birth 03.06.72

Educational Qualification -----

Blood Group with RH Factor A+

The holder of the licence is licensed to drive throughout India vehicle of the following description Motor Cycle without gear
Motor Cycle with gear
taxi/Carriage
Light Motor Vehicle
Medium goods vehicle
Medium Passenger Vehicle
Heavy goods vehicle
Heavy Passenger Motor vehicle

The Licence to drive transport motor vehicle other than part vehicle is valid from 14/9/2007 to 13/9/2014

Name and designation of the Authority who conducted driving test -----

Signature and designation of the Licensing Authority -----
14/9/2009

INDIAN DRIVING LICENCE
GOVERNMENT OF BIHAR

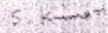
DL: BR-0120150295480

Name : SUNITA KUMARI

S/W/D of : PRAYIN KUMAR

Address : SUIT NO.-29 OFFICERS
HOSTEL B.S.E.B COLONY
NEW PUNAICHAH PATNA

DOB : 06/03/1974 BC : D+

Badge No : 

Authorisation to drive the following vehicle
class throughout India. Signature of Holder

Type of Vehicles : MCWG LMV-NT only

Signature of Licensing Authority

DTD - PATNA

Issued on : 31/01/2015

DL: BR-0120150295480

Original LA : DTD, PATNA

Old DL No :

Date Of Issue : 31/01/2015

Class Of Vehicles

Vehicle Class	Issue Date
MCWG	31/01/2015
LMV-NT	31/01/2015

*I.D. of Vastee
no. 2.*

*Self Attested
Signature
S. Kumari
27.07.17*

भारत सरकार
Government of India



विकास कुमार
VIKASH KUMAR

पिता : भरत्रि हरी सिंह
Father : Bhartri Hari Singh

जन्म तिथि / DOB : 12/08/1973
पुरुष / Male



7886 9495 4401

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट ग्रहणानुशासिक

Unique Identification Authority of India

पता: केशरी नगर, हाउस न01ए/1,
फुलधारी, केशरी नगर, पटना, बिहार,
800024

Address: KESHARI NAGAR, House
No-1A/1, Phulwari, Keshari Nagar, Patna,
Bihar, 800024

7886 9495 4401



1900 300 1947



help @india.gov.in



www.uidai.gov.in

Self Attested

Vikash Kumar

9 dent. 1/2

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 64000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 70525/-

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	500
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	5000	K1c	0	Mb	25	Total	0	
	A10	0	E	1000	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										6025		

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 6525

Date: 27/07/2017

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 27th July 2017 by Binod Kumar (Dir) Sri Shambhu Prasad by profession Others. Status - Executant

Binod Kumar
27.7.2017
Signature/L.T.I. of Presentant

Date: 27/07/2017

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Vikash Kumar' age '40' Sex 'M', 'Bharti Hari Singh', resident of 'Keshari Nagar House No 01 Phulwarisharif, patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 27/07/2017

Registering Officer
Patna

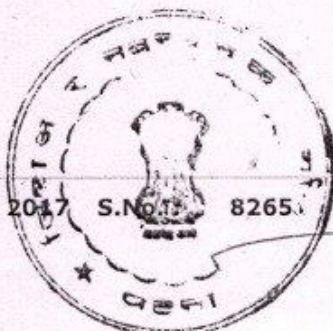
Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 169 on pages on 391 -407, for the year 2017 and stored in CD volume No. CD-26 year 2017 .The document no. is printed on the Front Page of the document.

Date : 27/07/2017

Registering Officer
Patna

Token No. : 8633 Year : 2017 S.No. : 8265 SCORE Ver.4.1 Deed No. : d No. : 7481



Date : - 12th May 17

To
Raj Heaven Construction & Service India Pvt Ltd
Jugeshwar Bhawan Patliputra Industrial Area Near Airtel office Patna 13

Dear Sir,

Sub: Your application to ICICI Bank Ltd for the approval of Residential project of "C S ENCLAVE" Ganga Vihar Colony Beur Mauza Beur PS Beur Thana No 33 Servey Khesra No 619 & 631 Khata No 59 & 191 Tauzi No 5070 Patna

With respect to the above subject, we are pleased to inform you that we have accepted your application and approved the aforesaid project subject to the terms mentioned herein under:

The approval in effect enables the members who have booked in the project to apply for a Home Loan to ICICI Bank Ltd. ICICI Bank Ltd would assess the repayment capacity of each applicant according to its norms to grant a loan and we reserve the right to reject any application that does not fit into our norms.

It is presumed that all the material facts concerning the project have been disclosed to us.

Kindly note that the approval would stand canceled if any material fact is not disclosed and the same is found to be at variance with the statutory laws required to be fulfilled or in any other way detrimental to the interests of the project and its members.

ICICI Bank Ltd requests your co-operation in providing any further information or document that we may require regarding the project.

In case of all future correspondence regarding this project and individual cases in this project, please quote the No.: PTN/17/1982

Remark:

1. Sanctioned for Building "C S ENCLAVE" One Building is G+4 Funding Only For Those Units Which Have More Than 400 sqft Built up.
2. Registered Sale Agreement / Registered Conveyance Deed to be executed by Landowner or Developer "Raj Heaven Construction & Service India Pvt Ltd"

In case of any queries, please feel free to contact our Patna Office to our Sales Manager – Mrs. Surabhi Ranjana-7541807090 We look forward for a long and a mutually rewarding association with you.

Best regards,
Yours Faithfully



(Dharmesh Kumar – Regional Head Sales)

For ICICI Bank Ltd.

AUTHORISED SIGNATORY

Builder Bank A/c Details:

Builder Bank : INDIAN BANK

Branch Name : BISCAMAN BHAWAN PATNA

A/c No : 6096841675

Cheque Favouring: RAJ HEAVEN CONSTRUCTION & SERVICE INDIA PVT LTD

ICICI Bank Limited

Zonal Office, 6B,

Sahdeo Mahto Marg, S. K Puri,
Boring Road, Patna

Website www.icicibank.com
CIN : L65190GJ1994PLC021012

Regd. Office : "Landmark", Race Course Circle,
Vadodara 390007, India

Corp. Office : ICICI Bank Towers, Bandra-Kurla
Complex, Mumbai 400051, India

Serial No. 10965 Circle: NA

Book No. 4 Deed No. 783

Deed No. 783

Serial No. 10965



Govt. of Bihar
District Registry Office, Patna
Summary of Endorsement

This document was presented for registration on 15/09/2016 by Rupesh Kumar (Proprietor). A stamp duty of Rs. 10000/- and other fees of Rs. 1250/- has been paid in it. The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page. The document has been registered as deed no. 783 in Book No. 4, Volume No. 18 on pages from 573 to 582 and has been preserved in total 10 pages in C.D. No. 3 / Year 2016.

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

Date: 15/09/2016

Token No: 11451/2016

11451
SCANNED BY

JOINT VENTURE/PROJECT PARTNERSHIP

THIS INDENTURE OF JOINT VENTURE/PROJECT PARTNERSHIP made on this the 15th day of September, 2016 of the Christian Era

BETWEEN

M/S PRASARAY BUILDERS, having its Head Office at Friend's Apartment, Montasari School Lane, Boring Road, P.S. Sri Krishnapuri, Patna - 800001, District - Patna, Bihar, through its proprietor Sri Rupesh Kumar, son of Sri Sant Kumar Sinha, resident of Flat No. A/10, Friend's Apartment, Montasari School

RAJHEAVEN CONSTRUCTION AND SERVICES INDIA PRIVATE LIMITED P.L.C.

Director

15.9.2016

FOR PRASARAY BUILDERS

Proprietor

9/15/20

Lane, Boring Road, P.S. Sri Krishnapuri, Patna - 800001, District
- Patna, Bihar, Indian Citizen, (hereinafter referred to as the
FIRST PARTNER, (Which expression shall unless repugnant to
the subject or context, mean and include its executors,
administrators, re-preventives, successors and assignees), of the
FIRST PART. 96316 49826

AND

M/S. **RAJ HEAVEN CONSTRUCTION AND SERVICES**
INDIA PRIVATE LIMITED, having its Office at Ishwari
Apartment, Indira Lane, New Jakkampur, District Patna (Bihar),
through its Director **SRI BINOD KUMAR**, Son of Sri Shambhu
Prasad, Resident of Kurji Balupar, P.S.- Digha, in the Town
and District Patna, Bihar, Indian Citizen (Hereinafter Called the
PROJECT PARTNER), Which expression shall unless repugnant
to the subject or context, mean and include his executors,
administrators, representatives, heirs, successors and assignees), of
the OTHER PART. 98354 36396

WHEREAS, the First Partner taken the land measuring an
area of 2569.6 Sq.ft. (Two thousand five hundred sixty-nine point
six square feet) i.e. 5.89 Decimals, situated at Mauza- Beur
(M.V.R. No. 106); Thana no. 33, Survey Thana & Pargana
Phulwari, present P.S. Beur, Sub Registry Office, District Sub-
Registry Office and District Patna, bearing Part of C.S. Plot No.
619 (Six hundred Nineteen) under Khata No. 59 (Fifty-nine), and
appertaining to Tauzi no. 5070 and land measuring an area of 7840
Sq.ft. (Seven thousand Eight hundred forty square feet) i.e. 17.99
Decimals, situated at Mauza- Beur (M.V.R. No. 106), Thana no.
33, Survey Thana & Pargana Phulwari, present P.S. Beur, Sub
Registry Office, District Sub-Registry Office and District Patna,
bearing Part of C.S. Plot No. 631 (Six hundred Thirty-one) under
Khata No. 191 (One hundred ninety-one), and appertaining to

RAJ HEAVEN CONSTRUCTION AND
SERVICES INDIA PRIVATE LIMITED PVT. LTD.

Binod Kumar,

Director

15.9.2016

FOR PRASADH BUILDERS

Proprietor



Tauzi no. 5070 by virtue of executed two Development Agreements (1) dated 15.06.2011 viz; (1) Deed No. 16593 in Book No. - 1, Volume No. 288 on pages from 70 to 86 and has been preserved in total 17 pages in CD No. - 44 of the year 2011 as Token No. 20085/ 2011 registered at District - Sub Registry Office, Patna from the Land Owner Sri Shashikant, son of Sri Bisheshwar Singh, resident of Village - Beur, Old P.S. - Phulwari Sharif, present P.S. & P.O. - Beur, District - Patna, India, Citizen on the ration of 48% (Forty Eight percent) constructed super built up area to the share of Land Owner and 52% (Fifty two percent) constructed super built up area to the share of said Developer (First Partner) and (2) Deed No. 16617 in Book No. - 1, Volume No. 288 on pages from 332 to 348 and has been preserved in total 17 pages in CD No. - 44 of the year 2011 as Token No. 20088/ 2011 registered at District - Sub Registry Office, Patna from the Land Owners Sri Mahendra Prasad Singh, son of Late Chchaitu Singh, Sri Sanjay Kumar & Sri Ajay Kumar, both sons of Sri Mahendra Prasad Singh, all residents of Mohalla - Beur, P.S. & P.O. - Beur, District - Patna, Indian Citizen on the ration of 49% (Forty Nine percent) constructed super built up area to the share of Land Owners and 51% (Fifty One percent) constructed super built up area to the share of said Developer (First Partner).

AND WHEREAS, said First Partner desire to appoint the Project Partners for constructing the Multistoried Building over the Land as fully described in Schedule - I below subject to the terms & conditions of the said Development Agreement, thus the said Project Partner know about intention of the said First Partner and thus the said Project Partner showed his willingness to invest the amount for the said proposed building complex. The negotiation has been finalized between the First Partner & the said Project Partner for constructing and completing the construction of the

RAJHEVA CONSTRUCTION AND
SERVICES INDIA PRIVATE LIMITED PVT. LTD.

Binoel, Director

15.9.2016

Proprietor

said proposed building on the following terms & conditions as hereunder:-

**NOW THIS DEED OF PROJECT PARTNERSHIP
WITNESSETH AS FOLLOWS:-**

1. That the said Project Partner has to invest Total Money for completing the construction of the said proposed building.
2. That the Project Partner shall have the right to take their shares of 95% profit in the Constructed area from the said registered Development Agreement agreed with the said Land Owners after completing the construction of the said proposed building on the said land as fully described in Schedule - I below of this Deed.
3. That whenever, said project partner shall arrange finance for the said project (Proposed building), the expenses and interest for such arrangements and on such finance shall be reimbursed or paid as expenses of the partnership business.
4. That the said Project Partner will or shall have right to sell his 95% constructed flats and Car Parking Spaces from the said Project (Proposed building) in favour of his prospective or desiring buyer or buyers and the Project Partner will or shall take all the consideration amount or amounts from the Prospective or desiring buyer or buyers and will or shall execute the Agreement or Agreements for sale and Absolute Sale against his 95% constructed Flats and Car Parking Space of the said Project (Proposed building).
5. That the First Partner will or shall have right only to take his 5% benefit amount from the said Project (Proposed building).
6. The Project Partner will not be responsible regarding any dispute or legal irregularities and any offence on site.

RAJHEAVEN CONSTRUCTION AND
SERVICES INDIA PRIVATE LIMITED P.V.C.

Director

Bina K. Khuntia

15.9.2016

FOR PRASHANT BUILDERS

Proprietor

Prashant



IN WITNESS WHEREOF, both the partners hereto after understanding the true meaning and the nature of these presents, have executed and put their hand to signature on this Deed of Partnership on this the...15th.....day of Sept.... 2016 in presence of the witnesses.

WITNESSES:

1. Pramedkumar
Lat. R. N. Shahi
Rajiv Nagar
Patna.

SIGNATURE OF THE PARTNERS

1. For PRASHRAY BUILDERS

[Signature]
Prashray

2.

RAJNEEVEN CONSTRUCTION AND
SERVICES INDIA PRIVATE LIMITED P.V.C.

Binoel Kumar
15.9.2016

[Signature]

2. 15/09/2016
सशस्त्र सेना झंडा दिवस
15/09/16

सशस्त्र सेना झंडा दिवस



Typed By:

[Signature]

(Amarjit Kumar)
Rajendrapath, Patna

Drafted By:-

[Signature]
15/09/2016

(Ramanand Pd. Keshri), M.A., LL.B.,
Advocate
Collectorate Bar Association, Patna

सशस्त्र सेना झंडा दिवस
16.09.16
सशस्त्र सेना झंडा दिवस

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '46'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 10000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 11250/-

Act										LLR + Proc Fee		Service Charge	
Registration Fee										LLR	0	250	
										Proc.Fee	0		
										Total	0		
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lil	0			
	A8	0	D	0	H2	0	K1b	0	Lili	0			
	A9	0	DD	1000	I	0	K1c	0	Mb	0			
	A10	0	E	0	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li						
	TOTAL-									1000			
Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -												1250	

Registering Officer
Patna

Date: 15/09/2016

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 15th September 2016 by Rupesh Kumar (Proprietor) Sant Kumar Sinha by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 15/09/2016

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Pramod Kumar' age '34' Sex 'M', 'Krishna Nandan Prasad Sahi', resident of 'Rajeev Nagar Road No-9, Patna'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 15/09/2016

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 4 Volume No. 18 on pages on 573 -582 , for the year 2016 and stored in CD volume No. CD-3 year 2016 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 15/09/2016

Token No. : 11451

Year : 2016 S.No. : 10965

SCORE Ver.4.0

Deed No. : 783

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-2A, ITR-3, ITR-4S (SUGAM), ITR-4, ITR-5, ITR-6, ITR-7 transmitted and verified electronically]

Assessment Year

2016-17

PERSONAL INFORMATION AND THE DATE OF ELECTRONIC TRANSMISSION	Name			PAN		
	ANIL KUMAR			ASWPK7930R		
	Flat/Door/Block No	Name Of Premises/Building/Village		Form No. which has been electronically transmitted	ITR-4S	
	Yogeshwar Bhawan					
	Road/Street/Post Office	Area/Locality				
	Patliputra Industrial Area	Near Vishwakarma Mandir				
	Town/City/District	State	Pin	Status	Individual	
	Patna	BIHAR	800013	Aadhaar Number	XXXX XXXX 9565	
	Designation of AO(Ward/Circle)			Original or Revised		
	ITO WARD 1(3) VAISHALI			ORIGINAL		
E-filing Acknowledgement Number			Date(DD/MM/YYYY)			
350605050301217			30-12-2017			
COMPUTATION OF INCOME AND TAX THEREON	1	Gross total income			1	313945
	2	Deductions under Chapter-VI-A			2	26400
	3	Total Income			3	287550
	3a	Current Year loss, if any			3a	0
	4	Net tax payable			4	1808
	5	Interest payable			5	306
	6	Total tax and interest payable			6	2114
	7	Taxes Paid	a Advance Tax	7a	0	
			b TDS	7b	0	
			c TCS	7c	0	
			d Self Assessment Tax	7d	2130	
			e Total Taxes Paid (7a+7b+7c +7d)	7e	2130	
	8	Tax Payable (6-7e)			8	0
9	Refund (7e-6)			9	20	
10	Exempt Income	Agriculture		10		
		Others				

The return has been electronically uploaded on 30-12-2017 from IP address 103.251.54.2 and has been electronically verified by ANIL KUMAR in the capacity of _____ having PAN ASWPK7930R on 25-05-2018 16:09:57 from IP address 103.206.11.163 at PATNA using Electronic Verification Code QYE7UKNMRI generated through Aadhaar OTP mode.

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU



भारत सरकार
GOVERNMENT OF INDIA



बिनोद कुमार

Binod Kumar

जन्म तिथि/DOB: 30/06/1979

पुरुष / MALE



3099 1464 1952

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

आत्मज: संभु प्रसाद, 38,
नजदीक देवी स्थान, बालू
पर, कुर्जी, फुलवारी, पटना,
बिहार - 800010

Address:

S/O: Sambhu Prasad, 38, near
devi sthan, balu par, kurji,
Phulwari, Patna,
Bihar - 800010



1947
1800 300 1947



help@uidai.gov.in

www

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

बिहार BIHAR

क्रम संख्या 5066

तिथि 8/1/2010

03AA 367249

श्रेता का नाम एवं पता

राज हेल्थ कंस्ट्रक्शन एंड सर्विस प्रो. लि.

8/1/2010

यह प्रमाणित है

मुद्रांक विभाग, समस्त विभाग, पटना
सा. सं. 56/10

CIN: U45201 BR 2009 PTC 015143

Name of the Company: Raj Health Construction
And Service Private Ltd.

Certified Copy of: M.C.A.

बिहार, पटना एवं झारखंड
Reg. of Companies, Bihar & Jharkhand



CA

**Acknowledgement of Stamp Duty payment for
Memorandum of Association**

Name of office of RoC :	Registrar of companies , Bihar and Jharkhand
State/ Union Territory :	Bihar
Serial Number (SRN) :	D00161034
Payment Date :	19/12/2009
Value in Rupees :	500.00
Value in Words :	Rupees five hundred only
Date of Generation :	23/12/2009
Corporate Identity Number (CIN) :	U45201BR2009PTC015143
Company Name :	RAJ HEAVEN CONSTRUCTION AND SERVICES INDIA PRIVATE LIMITED
Company Address :	C/O PRASHANT KUMAR, ISHWARI APARTMENT, INDIRA LANE, NEW JAKKANPUR, PATNA - 800001, Bihar, INDIA

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF

HEAVEN CONSTRUCTION AND SERVICES INDIA PRIVATE LIMITED

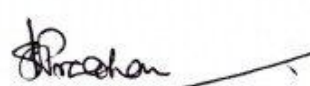
The name of the company is **RAJ HEAVEN CONSTRUCTION AND SERVICES INDIA PRIVATE LIMITED**

The registered office of the company will be situated in the state of Bihar

The objects for which the company is established are:

1) Main objects of the company to be pursued on its incorporation:

1. To carry on the business as developers of Land, building and real estate properties of every description and generally to carry on the business as builders, civil engineers and contractors, structural engineers, architects, designers, planners, woodworkers, and as constructors erectors and engineers for the construction of all types of buildings, structures, roads, water course, barriers, houses, works, flats, premises, apartments, shops ware house, and buildings of every type and of wherever description on any land or property and to pull down, re-build, re-construct, alter, amend, erect, renovate and improve existing buildings and premises, build up spaces, structures, houses and housing facilities, office premises, shopping arcade and complexes and as providers of all amenities and infrastructure facilities like roads, sewerage system, parking places water reservoirs, sanitary installations, water pipes, electricity, air conditioners, elevators, heating arrangements, gardens, parks, markets and shop and all other like or allied conveniences..
2. To carry on the business in India or elsewhere, business of manufacturing, producing, constructing, installing, fletching, drawing and designing of reinforced concrete pillars and structures of every kind and description for every use whatsoever and for laying foundation at all types of buildings and structures including high wise and multistoried buildings of every kind and description and to do and carry on all work and works for purposes of stopping, soaring and holding back flowing water and as earth diggers, culvers and removers, stone foundries, iron and steel foundries and workers, drill makers


 कम्पनी रजिस्ट्रार, बिहार एवं झारखण्ड
 Registrar of Companies Bihar & Jharkhand

१११०

contractors, wood and timber workers by employing manual labour or mechanical powers and to carry on the business as contractors for all other types and kinds of civil works and constructions of every description and as civil, mechanical and electrical engineers.

to purchase, take on lease acquire by means of any agreement or arrangement or by or through any other lawful modes and construct, re-construct, build, rebuild, remodel renovate, equip, maintain, prepare for market acquire by purchase, lease or otherwise any land or building wholly or in part and to hold the same as stock -in-trade and exploit the same for construction of floors, flats, shops, apartments, premises god owns, garage and other build in space and to sell, lease outcome long or short period, let on hire or give on rent or other wise dispose off the same and to trade and deal in all real properties and estates, including building, shops - floors, flats, apartments, houses, grounds, swimming pools or portions thereof and to carry on and to do all businesses, transactions activities and work or works allies to any of the business and objects specified hereinabove.

1. To manage superintend and supervise, land, building and other properties as aforesaid whether belonging to the company or not and to collect rent and income and to supply to tenants and occupiers and others benefit and uses of lights, waiting room, reading room, dining rooms, lavatories and such other advantages as may be considered fit and to supply building material including sanitary fittings and interior furnishing.

(B) Objects incidental or ancillary to the attainment of the objects specified in (A)

1. To acquire, take over and undertake the whole or any part of business as a going along with assets, liabilities, license quotas, rights, entitlements etc. from any person company: to enter into partnership or into any arrangements for sharing profits, union interests, CO-operations joint ventures, concessions or otherwise with any person company carrying on or engaged in or about to carry on or engage in any business or transaction capable of being conducted of or otherwise assist any such person or company and to otherwise acquire shares and securities of any such company and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same.
2. To apply, approach, purchase, tender, auction, hold protect, prolong, work, use or otherwise to acquire, renew or dispose of in any part of the world any patents, copyrights, trade, secrets, secret processes, information, know-how, formulas, inventions, trade marks, monos, designs, licenses, concessions and the like, conferring any absolute, exclusive, non-exclusive, limited, temporary or permanent right to use or work the same or any secret of other information as to any invention which may seem capable of being

any to the purpose of the company or the acquisition of which may seem beneficial to the company and to use, exercise, develop or grant license in respect of or otherwise turn to account the property, rights, or information so acquired, and to expend money in experimenting upon, testing or improving or seeking to improve any such patents, inventions, rights, designs or information aforesaid which the company may acquire or propose to acquire.

3. To amalgamate, absorb or merge with one or more than one company or body corporate, whether or not having similar objects as of this company and to do all such incidental acts, deeds and things as may be necessary to give effect to the amalgamation.
4. To enter into, execute and fulfill all contracts, agreements and arrangements necessary or useful for any of all of the objects of the company with any government, semi-government and local authorities in India or elsewhere for the purchase, sale import, export and supply of goods, merchandise, stocks, shares, securities, capital goods, movable articles and things and to provide services and consultancy of all types to them on such terms and conditions as the Board of directors deem fit from time to time.
5. To establish, settle, promote, form, undertake or to execute any public charitable or welfare trust for the benefit of employees, ex- employees, directors, their dependant and general public or for the development and advancement of any activity in the field of education, healthcare, public welfare, science etc. for their benefit.
6. To incorporate, float from, constitute and promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this company, or for carrying on any business which this company is authorised to carry on or for any other purpose which may seem directly or indirectly calculated to benefit this company.
7. To purchase, sale, subscribe underwrite, acquire, invest, exchange, take-up, hold or otherwise to deal in the shares, stocks, bonds, debentures, warrants, entitlements premium notes, obligations or securities issued or guaranteed by the companies corporations, mutual funds, government undertakings, government authorities, banks, financial institutions, foreign institutional investors, foreign companies or by any other body or authority in India or abroad either by original, subscription, tender, conversion, offer, renunciation, purchase or otherwise and to subscribe for the same either conditionally and to guarantee the subscription thereof and to exercise, enforce and enjoy all rights and powers conferred or incident to all ownership thereof

make, provide and give advances of such sums of money as may be necessary for purchase of services, raw materials, consumables, stores, plants, machinery's or any other movable or immovable property required for the purpose of the company on such terms and conditions, with or without security as the company may deem fit from time to time provided that the company shall not carry on the business of banking as defined in Banking Regulation Act, 1949, subject to the provisions of companies Act, 1956, and Reserve Bank of India directors.

9. Subject to the provisions of the companies Act, 1956, RBI rules SEBI guidelines as the case may be to borrow, raise, secure, invite, promote, undertake and accept the payment of money as deposit, loan or advance with or without interest, secured or unsecured, conditional or non-conditional or in such other manner as the directors may in their absolute discretion deem fit and in particular by the issue of debentures, bonds, debitor stocks, commercial papers or other securities whether convertible or non-convertible, on mortgage, pledge of charge in the whole or any part of the property, assets, revenue and profits of the company including its UN called capital by special assignment or otherwise and to purchase, redeem, pay off or discharge any such securities.
10. To accept, invite, promote, raise, secure, borrow, undertake or otherwise to negotiate loans, underwriting contracts, mortgages, leases, equity participation's, cash credits, letter of credits, guarantees, obligations, commitments, overdrafts and other financial facilities from bank, financial institutions, leasing companies, government or semi government bodies, companies, firms, individuals, societies, association, body corporate, and other entities.
11. Subject to the provisions of Companies Act guidelines & rules of SEBI, or such other rules and regulations as are in force to remunerate any person by way of commission, salary, fees, charges or otherwise for services rendered, or to be rendered, in placing or procuring or guaranteeing the placing of any of the shares on private placement basis on the company's share capital or for any debentures or others securities issued by the company from time to time.
12. To adopt such means for making known the business and/or products of this company or any company in which the company is interest as its principal agents, representatives or in any other way by advertisement and publicity in press, periodicals, magazines, through corner slides and films by issue of circulars, posters, calendars, show cards, playing cards, gifts, complementary, hoarding, by radio programmes and T.V programmes. By exhibitions, sponsorship of games, sports activities, cultural or other programmes; by publication of books & periodicals; by granting prizes, rewards and donations or in

interest, by granting prizes, rewards and donations or in any other manner as the board of directors think fit.

To apply for, promote, obtain, represent and get implemented from government, state government, foreign government or other similar authorities any order, regulation, enactment, authorisation, charters, rights, immunities, privileges, guarantees, counter guarantees, indemnities, grants, gifts, concessions, licenses, and decrees for enabling the company to carry on its business or any of its objects into effect or for extending its powers of the company for effect in any modification of the constitution which is directly or indirectly beneficial to for the other purposes that may seem expedient and to defend and oppose any proceedings, acts, rules and regulation which may seem directly or indirectly prejudicial to the interest of the company and for this purpose to take help of any expert, lawyer, advocate, solicitor, trade associations, chamber of commerce etc. and to incur necessary expenses.

14. To pay for any property, rights, services or benefits acquired by the company either in cash or by the allotment of fully or partly paid up shares of the company with or without preferential rights in respect of dividend or repayment of capital or otherwise, or by any securities which the company has power to issue of partly in one mode and partly in another on such terms and condition as the company may determine from time to time.
15. To create any type of mortgage or charge on whole or any part of the undertaking, properties stocks, investment, rights, titles etc., of the company both present or future and on any un-called share capital of the company, and to create, issue, make and give debentures, debenture stocks, bonds or other securities and obligations perpetual or otherwise, with or without any mortgage or charge on all or any part of the items aforesaid.
16. To pay, reimburse or give credit for all cost, charges and expenses out of the funds of the company which are incidental to the promotion, formation, registration and establishment of the company as are incurred by the promoters in its preliminary or pre-incorporation stage and alternatively to issue shares against such expenses as may be decided by the Board of Directors from time to time.
17. To insure the company fully or partly against any losses, damages, risks, accidents and liabilities of all kinds which may affect to it whether in respect of its contracts, agreements, advances, securities, undertakings, properties, belongings, goods, articles, guarantees and obligations or in respect of servants or employees of the company either by setting apart funds of the company or by effecting appropriate insurance from time to time.

the donations, charities, and contributions to individuals, firms, companies, trusts, institutions, or funds, national relief funds, hospitals, recognised political parties etc. either in cash or in kind such sums as may be allowed by law and in particular to remunerate any person, company, firm, body, association, or corporation introducing business to this company and also to subscribe and contribute to religious, political, benevolent, national, public, cultural, educational or other institutions, funds or trusts established for the benefit of the employees, ex-employees (including directors) business associated or to their dependent and relatives or for general public.

19. To refer, or agree to arbitration the matter related to any claim, demand, dispute, or for any other question raised by or against the company, or in which the company is directly or indirectly interested or concerned, and to do all acts, deeds, matters and things to carry out and enforce the award. The auditor of the company would be the sole arbitrator and award given by arbitrator would be final and binding for all parties no legal proceedings can be lodged against such award.
20. To secure, promote, organise, manage or enter into collaboration agreement in all its branches with any person, firm, company, corporation, authority, body or other entity in India or abroad to acquire technical know how, buy back arrangement, procurement of capital goods, financial assistance, training and development or for any other purpose what so ever and subject to law in force pay such commission, fees, royalty or other charges as may be agreed from time to time.
21. To let out on rent, on hire, lease, license or otherwise dispose of any property, rights, way works, privileges, titles, license hereditament, plants, machinery, trade mark, etc., of the company absolutely or conditionally on daily, weekly, monthly, yearly or on perpetual period basis in India or elsewhere and to receive rent, charges, royalties, fees, discounted value, lump sum, deposits, commuted value or other consideration there against as may be agreed by the Board of Directors of the Company from time to time.
22. To issue fully paid up bonus shares to members and shareholders of the company by way of capitalisation out of the balancing standing to the credit of share premium account, general reserve, revaluation reserve or such other reserve subject to such consents and approvals as may be necessary as per laws, rules and regulation prevailing in the country from time to time.
23. To apply for, approach & obtain status of export house, star rating house etc. to act as such and for the purpose to act as buyer, seller, importer, exporter, broker, representative, market man, distributor,

or otherwise to deal in all sorts of goods, articles, items commodities, merchandise, chattels & products whether manufactured or processed by the company or otherwise.

- A. The objects incidental or ancillary to the attainment of the main objects of the company as aforesaid shall also be incidental or ancillary to the attainment of the other objects if of the company herein mentioned.

Other objects not included in sub-chapter (A) and (B) above:

1. To carry on in India or abroad the business of advertising & publicity agents and contractors and for this purpose to purchase, sell, sponsor, hire, charter, manage, acquire, undertake, hold, provide, and promote, publicity or advertising time space or opportunity on any radio, station, broadcasting centre, television centre, video cassettes, audio cassettes, hoarding, neon sign, electronic display board, cinema, cable network, newspapers, magazines souvenirs and all other present and future media or display devices and to do all incidental acts and things necessary for the attainment of objects under these presents.
2. To carry on the business to manufacture, maintain, install prepare, produce, fabricate, alter paint, convert, finish, buy, sale, import and export all kinds of advertising and publicity materials such as slides, cassettes, pamphlets, calendars, posters, hoarding, cut-outs etc. and to act as agent, broker, vendor, owner, franchiser, organizer, promoter, sponsor, or manager of advertising and publicity business and to do all incidental acts and things necessary under these presents.
3. To carry on in India or abroad the business to manufacture, repair, produce, maintain, fabricate, assemble, buy, sell, import, export develop, design, recondition, remodel, renovate, turn to account, hire, let on hire, lease, charter, tender, provide or otherwise to deal in all varieties, descriptions, specification, capacities, strength & applications of air crafts used for transportation of goods, passengers, animals or for defence, security, rescue operations, including aeroplanes, supersonics, airbus, helicopters, hover crafts, training planes, bombers and their components, parts, accessories, fittings, equipment, instrument, tools, systems, devices, consumable, and other allied products thereof.
4. To carry on in India or abroad the business as travel agents, flight couriers, freight & passenger ticket booking agents, aircraft players, and to undertake any contract or assignment from government, semi-government, or other authorities to operate any air taxi route in world and to buy, sell, import, export, store or otherwise to deal in all goods, articles and things connected to the foregoing activities and to do all such incidental acts and things necessary for the attainment of foregoing objects.
5. To carry on the business in India or elsewhere to manufacture, fabricate, assemble, alter convert, extrude, design, develop, research, export, import, handle, job, work, modify, machine, prepare, produce, finish,

purchase, sell resale, project mould, remold, melt and to act as stockists, distributor, agent, representative, consultant, advisor, supplier, contractor, subcontractor, or otherwise to deal in all sizes, gauges, thickness, dimensions and varieties of hexagons, tubes, packing, materials, springs, plates, circles, coils, powder their parts, accessories, equipment, plants, machinery's, tools, tackles, components, raw materials, stores, consumable and other ingredients thereof used in industrial, commercial, domestic, business, public utilities, transport, aviation, shipping, building, power, railway, agriculture and other areas and to do all such incidental acts and things necessary for the attainment of foregoing objects.

6. To buy sell import, export, consign, store, clean, recondition and develop or otherwise deal in all types of intermediates, chemicals, instruments, equipment, apparatus, accessories, filling, goods, articles, or things which are required for the attainment of the above objects.
7. To initiate, promote Educational Infrastructure development Programmes, Socio-scientific research, collaboration and Awards programme, Archaeological and Archives, cultural development, Tourism and Tourism engineering, Alternative health research and development programmes, Alternative energy generation, transmission and conservation programmes, Alternative appropriate technologies research and development programme, Genetic research and resources development programmes, Statistical information research and development, Advanced technologies R & D programme for Agriculture, Veterinary, Diagnosis, and Agricultural Engineering Technologies.
8. To carry on in India or elsewhere the business to establish, form, promote, manage, organise, handle, sponsor, operate, supervise, or to float an asset management company to manage all sorts of assets of mutual funds through a duly constituted trust under the Indian Trust Act in all its branches whether open ended, close ended, or other scheme as may be approved by securities and exchange board of India or other authorities from time to time under prevailing laws, rules and guidelines, and to charge such management and advisory fees and incidental expenses from mutual funds floated by it and to do all such acts and things necessary for the attainment of foregoing objects.
9. To carry on in India or abroad programme of Small & Rural Technologies Promotion and Development, Food and nutrition, Disaster Management, Human rights, Customer education & protection, Computer and Information Technologies Research and Management, Added - Value Programmes.
10. To carry on in India or abroad project of Development, Employment creation and opportunities Development, Leadership development, legal aid & Protection, Antipoverty, Refugees, Public Health,

Enterprises Development, Techno-Entrepreneurship development, Slum community development, Welfare, Street Children, Labour Children, Prisoner's education.

conduct in India or abroad Vocational Education Guidance, Training and Skill Development programmes, Conversion of traditional Indian languages in multinational languages and according Software Development, Water Shed & wasteland /other unutilised resources Management, Communication, Electronic and printing technologies development and utilities, Vocational education, research training and development programmes.

12. To carry on in India or elsewhere the business to procure, establish, organise, conduct, undertake, manage in India or abroad the business of auctioneers, surveyors, loss assessors and appraisers of all kinds of movable or immovable assets, goods merchandise, chattels and to do all necessary of all kinds of movable or immovable of above objects.
13. To promote, encourage, establish, provide, maintain, conduct, operate, organise, subsidise, and run health clubs, beauty parlours, yoga centres, massage centres, swimming pools, gymnasiums and to run the business as beauticians, manicurists, hairdressers, hair dyers, makers and suppliers of all kinds of wigs and to conduct classes, seminars, demonstration, education and training programmes for betterment of body and beauty care and to do all incidental acts and things necessary for the attainment of foregoing objects.
14. To carry on in India or elsewhere the business of builders, contractors, designer, architects, decorators, furniture, consultants, constructors, financier, & brokers of all types of buildings and structures including houses, flats, apartments, offices, godowns, warehouses, shops, factories, sheds, hospitals, hotels, holiday resorts, shopping cum residential complexes and to develop, erect, install, alter, improve, add, establish, renovate, recondition, protect, participate, enlarge, repair, demolish, remove, replace, maintain, manage, buy, sell, lease, let on hire, , commercialise, turn to account, fabricate, handle, and control all such buildings and structures as to purchase, sale or deal in all types of movable or immovable properties for distributor, stockists, or otherwise to deal in all types of raw material, goods, fitting, parts, accessories, know how, consumable, plants and machinery's, tools and tackles used for the foregoing purpose and to do all incidental acts and things necessary for the attainment of the objects.
15. To carry on in India or elsewhere as body builders of all means of transports, including, buses coaches, trucks, minibuses, ambulances, special purpose vans, tankers, cars utility vans, trawlers and to produce, manufacture, maintain, repair, install, build, construct, fabricate, equip, assemble, alter, remove, job

convert, finish, buy, sell, import, export, recondition, turn to account, acquire, undertake and act as agent broker, collaborator, consultant, contractor, subcontractor, metal workers, welders, machinists, wood workers, enamelled, hirer, wholesaler, retailer, or otherwise to deal in all such fixture, fittings, accessories, consumable, tools, jugs, dies, equipment, instruments, components, parts, goods, articles and things which are necessary for the foregoing purpose and to do all incidental acts and things necessary for the attainment of the above objects.

V The liability of the members is limited.

7. The authorised share capital of the company is Rs.5,00,000/- (Rupee Five lacks only) divided in to 5,000 (Five thousand) equity shares of Rs. 100/- (Rupee hundred only) each with power to increase the share capital as per provisions of the companies Act, 1956.

Place: Patna 4000 (Four Thousand)
Date: - 11.12.09

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
RAJ HEAVEN CONSTRUCTION AND SERVICES INDIA
PRIVATE LIMITED

Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the act or any statutory modification thereof for the time being in force interpretation:-

"The company" Means **RAJ HEAVEN CONSTRUCTION AND SERVICES INDIA PRIVATE LIMITED**

"The Act" means the companies act, 1956, and includes any re-enactment or statutory modification thereof for the time being in force.

"Office" means the registered office of the company for the time being.

"The Board" means meeting of the directors duly called and constituted or as the case may be, the directors by whatever name called.

"Managing Director" means the managing director of the company for the time being.

"Seal" means the common seal for the time being of the company.

- (a) Table-'A'-The regulations contained in Table 'A' in the first schedule to the companies Act, 1956, shall not apply to the company, except in so far as they are embodied in the following articles which shall be the regulations for the management of the company.
- (b) The company is a private limited company within the meaning of section 3(T)(iii) of companies Act, 1956 and accordingly which has a minimum paid up capital of one lakh rupees or such higher paid up capital as may be prescribed
- (i) The right of transfer of the share of the Co. is restricted in the manner and to the extent here in after

the number of members of company shall be limited to fifty but not including persons specified in sec 3

✓ (1) (iii).

(iii) No invitation shall be issued to the public to subscribe any share or debenture of the company.

(iv) Prohibited any invitation or acceptance of deposits from persons other than its members, directors, or their relatives.

SHARES

2. The authorized shares capital of the company is Rs. 5,00,000/- (Rupee Five lacks only) divided into 5,000/- (Five thousand only) equity shares of Rs. 100/- each with power to increase or decrease the share capital as per provisions of the companies Act, 1956.
3. Provisions of clauses 2 to 6 of Table "A" Shall apply.

CERTIFICATE

4. Provisions of clauses 7 & 8 of Table 'A' shall apply.

ALTERATION OF SHARE CAPITAL

5. Provisions of clauses 44,45 and 46 of Table 'A' shall apply.

TRANSFER AND TRANSMISSION OF SHARES

6. Any member desiring to sell any of his shares must notify the Board of Directors of the Number of shares, the fair value thereof and the name of the proposed transferee and the Board Must offer to the other members the number of shares offered at the said fair price and if the offer is accepted, the shares shall be transferred to the acceptor or acceptors and if the shares or any of them are not so accepted within one month from the date of notice to the Board the holder may sell or transfer them or any of them at the same or higher price to third party. In case of any dispute regarding the fair price of the shares, it shall be decided and fixed by the company's auditor, whose decision shall be final.
7. No transfer of any shares shall be made or registered without the previous sanction of the directors except when the transfer is made by one member to another or to a members spouse or child or children of his/hers and the directors may decline to give such sanction without assigning any reasons and shall so decline to case of transfer the registration of which shall involve a contravention of clause 6 of these Articles.
8. On the death of a member the survivor or survivors where the member was joint holder and his legal representative where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares.

person becoming entitled to a share in consequence of the death or insolvency of a member may upon such notice being produced as may from time to time properly be required by the board and subject as herein after provided, elect, either:

- a. (a) To be registered himself as holder of the shares; or
 - (b) To make such transfer of the shares as the deceased or insolvent members could have made.
11. If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing by him stating that he so elects.
 12. The directors, shall, in either case, have the same rights to decline or suspend registration as they would have had, if the deceased or insolvent member had transferred the shares before the death or insolvency.
 13. If the person aforesaid shall elect to transfer the share, he shall certify his election by executing a transfer of the share.
 14. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
 15. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled, if he were the registered holder of share, except that he shall not before being registered a member in respect of it to exercise any right conferred by membership in relation to meetings of the company.

LIEN, FORFEITURE AND CALLS OF SHARES

16. Provision of clauses 9 to 18 and 29 to 35 of Table "A" shall apply.

SEAL

17. Provision of clause 84 of Table "A" shall apply.
18. Until otherwise determined by a General Meeting, the number of Directors shall not be less than two and not more than eleven.

i. Mr. PRASHANT KUMAR

ii. Mrs. NITU SINGH

Shall be the first directors of the company.

and of directors shall have power to fill up casual vacancies in the Board of Directors and also to appoint special directors who shall hold office up to the next annual general meeting of the company provided that the total number of directors shall not at any time exceed the maximum number fixed above.

The following non-rotational directors may be appointed and act as such, while any money remain due from the company under or by virtue of any mortgage, hypothecation, pledge or otherwise executed by the company in favour of any financial institution and for any other corporation sponsored by any govt. central or state, or so long as the guarantee by the said corporation shall be entitled to appoint, if so agreed from time to time any person or persons to be their nominees as non-rotational directors of the company but so that not more than two persons shall hold office at the pleasure of the said corporation, who shall have full power to remove any his or their place as and when they shall deem necessary.

21. The directors shall not be required to hold any qualification share in the share capital of the company.
22. The ordinary remuneration of a director shall be a fee of Rs. 250/- for every meeting of the Board of Directors attended by him together with a reasonable traveling and other expenses which he may have to actually incur for attending and returning from meeting of the Board of Directors of any committee thereof or in connection with the business of the company.
23. The Board of directors may meet for the dispatch of business, adjourn or otherwise regulate, its meeting as it thinks fit provided however that the Board of Directors shall meet once at least in every three months in accordance with provisions of section 285 of the Companies Act.
24. A director or any officer of the company authorised by the directors on that behalf, may at any time, summon a meeting of the board of directors giving at least three day's notice in writing. A meeting of the board of directors may however called at shorter notice provided all the directors entitled to attend the meeting agree to such shorter notice.
25. Two directors or one third of the total strength of the board which ever is higher, present in person shall form a quorum for the purpose of transacting any business in a meeting of the board of directors, subject to section 287 of the Companies Act.
26. The continuing directors may act notwithstanding any vacancy in the board. But if any so long as their number is reduced below the quorum fixed for a meeting of the Board of Directors, the continuing directors may act only for the purpose of increasing the number of directors to that, fixed for the quorum.
27. No resolution shall be deemed to have been duly passed by circulation by the board of directors unless the resolution has been circulated in draft together with necessary papers, if any, to all the directors then in India, not

less than the quorum fixed for a meeting of the Board of Directors and to all other director as their usual addresses in India and has been approved by such of the directors as are in India or by a majority of such of them as are entitled to vote on the resolution.

The Board shall have the power to appoint a person as alternate director during the absence of a director for a period of three months or more from the state in which the meeting of the board are ordinarily held. An alternate director so appointed shall vacate office if any when the original director returns to the state and if the terms of office of the original director are determined before his return to the state. Any provision for the automatic re-appointment of the returning director in default of appointment of any body else in his place shall apply to the original and not the alternate director.

29. The board shall be entitled to exercise all such powers and do all such acts and things as the company is authorised to exercise.

Provided that the board shall not exercise any power or do any act or thing which is directed or required by the companies act or any provision of law or by the memorandum and articles of association of the company to be exercised or done by the company in general meeting.

Provided further that in exercising any power or doing any act or thing, the board shall be subject to the provisions contained in that behalf in the company or these articles or in any regulation not inconsistent therewith and duly made hereunder including regulations made by the company in general meeting.

Provided further that the Board may delegate to any committee, chairman of the Board, managing director, or officer or staff such of its powers as are not required by statutes or by these articles to be exercised by the board only.

30. The board shall exercise the following powers on behalf of the company only by means of resolutions passed at a meeting of the board and in accordance with the provisions of section 262, 292, 293, 316, 372, 386, and 488 of the company act.

- To make calls on shareholders in respect of money unpaid on the shares.
- To issue debentures.
- To borrow money otherwise than on debentures.
- To invest funds of the company.
- To sanction loans
- To fill up casual vacancy in the board of directors.
- To sanction contracts in which directors are interest.

appoint managing director, or manager complying with the provisions of the companies act.

sanction purchases by the company of shares of other companies in the same group.

To declare solvency in case of members voluntarily winding up.

GENERAL MEETING

1. Provisions of clauses no. 47 to 55 of Table 'A' shall apply.

VOTE OF MEMBERS

2. Provisions of clauses no. 56 to 63 of Table 'A' shall apply.

BORROWING POWERS

3. Subject to the provisions of section 58 A and 292 of the act and of these articles the board of directors may from time to time at its discretion by resolution passed at meeting of the board, raise or borrow and secure payments of any sum or sums for the company. Provided however, where the money already borrowed (apart from temporary loans obtained from the company's bankers in ordinary course of business) exceed the aggregate of the paid up capital of the company and its reserve not set apart for any specific purpose in that case the board shall borrow without the consent of the company.

The board of director may raise or secure repayment of such sum or sums in such manner and up on such terms and conditions in all respects as it thinks fit and in particulars by mortgage or other security or undertaking of the whole or any part of the property of the company, both present and future, including its uncalled capital for the time being or by giving, accepting or endorsing on behalf of the company any promissory notes, bills of exchange or other negotiable instruments.

DIVIDENDS AND RESERVES

Provisions of clauses 85 to 95 of table 'A' shall apply.

CAPITALISATION OF PROFIT

Provisions of clauses 96 to 97 of Table 'A' shall apply.

ACCOUNTS

Provision of clauses 98 of Table 'A' shall apply.

7.

38. The directors from time to time, in accordance with the provisions of sections 210, 212, 217 and 219 of the companies act, cause to be prepared and to be laid before the company in annual general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in these sections.

WINDING UP

39. Regulation 98 of Table 'A' shall apply.

INDEMNITY

40. Every director, officer or agent for the time being of the company shall be indemnified out of the funds of the company, against any liability incurred by him in the normal course of business of the company or for any purpose of the business of the company subject to the provisions of section 201 of the companies act. We the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of these Articles, and we respectively agree to take the number of shares in the capital of the company set opposite to our respective names: -

Names, Addresses, Descriptions and occupations of subscribers	No. Of shares taken by each subscriber	Signature of Subscribers	Names, Addresses, Descriptions and occupations of Witnesses
1) PRASHANT KUMAR S/o RAJ BINARI SINGH ISHWARI APARTMENT FLAT. NO. 202 INDRA LANE, NEW JAHNAPUR, PATNA-1 (Business)	2,000 (Two Thousand)	Prashant kumar	
2. Nitu Singh D/o Mahendra Singh Chauhan building 15- Jhameh P.O. Dhanbad Dist. Dhanbad PIN- 824001 (Business)	2000 (Two Thousand)	Nitu-Singh	(Joydev K. Sinha) Director S/o Sri Baleshwar Pr. Sinha 325 A, Adison Arcade Feroz Road, Patna-1 (Bher)

Place: Patna 4000 (Four Thousand)

Date: 11.12.09.



भारत सरकार
GOVERNMENT OF INDIA



अनिल कुमार
Anil Kumar
जन्म तिथि/DOB: 04/11/1983
पुरुष / MALE



7007 2216 9565

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

आत्मज: शम्भु प्रसाद, जुगेश्वर
भवन, विश्वकर्मा मंदिर, पी
एम एम माल के पीछे,
पाटलीपुत्रा इंडस्ट्रियल
एरिया, पाटलीपुत्रा कॉलोनी,
पटना, बिहार - 800013

Address:

S/O: Shambhu Prasad,
Jugeshwar Bhawan,
Vishwakarma Mandir, Behind P n
M Mall, Patliputra Industrial
Area, Patliputra Colony, Patna,
Bihar - 800013

7007 2216 9565

MEERA AADHAAR, MERI PEHACHAN



साउथ बिहार पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड

विद्युत बिल

PRASAD

GSTIN: 10AASCS2207G2ZN

प्रमंडल/कोड	Pataliputra/ABB	अवर प्रमंडल/कोड	Pataliputra/ABBA	प्रशाखा/कोड	Sec-Pataliputra Indu/ABBAB
नाम पता एवं टेलिफोन नं०	खाता संख्या	101788024	बिल माह	MAY-2018	
SRI SHABHU PRASAD, YUGESHWAR PRASAD, 5418, NEAR VISHWAKARMA TEMPLE INDUSTRIAL AREA, I A PATLIPUTRA, 800013	कंज्यूमर आईडी		देय तिथि	01.06.2018	3290.00
INDUSTRIAL AREA PATNA, 800013	एम०आर०यू० संख्या	ABBA117A	देय तिथि +10 दिन तक	11.06.2018	3304.00
	बिल संख्या	10042592947	देय तिथि +10 दिन के बाद	11.06.2018	3353.00
विद्युत कनेक्शन की तिथि	24.04.2017	दिनांक	17.05.2018	ABBAB0518DS-IID010042592947	

कनेक्शन का विवरण			बकाये का विवरण		
उपभोक्ता श्रेणी	DS-IID	जमानत की जमा राशि 1600.00	अग्रिम जमा	0.00	
मीटर फेज	SINGLE PHASE	मीटर का नाम/कोड /PPS	ऊर्जा बकाया	2366.78	
एरिया टाईप	Urban	डी०टी० कोड	विलम्ब अधिभार बकाया	10.07	
स्वीकृत भार/संविदा मांग 4.00KW		रूट/पोल कोड 369/0545830069	अन्य प्रभार	0.00	
अभिलिखित डिमांड 1.32 KW		बिल का आधार Actual	कुल बकाया 'अ'	2376.85	

मीटर पठन का विवरण							
मीटर संख्या	वर्तमान पठन	पूर्व पठन	अंतर	गुणांक	खपत		
	दिनांक	पठन	दिनांक	पठन	(एम.एफ.)	(खपत यूनिट में)	
S1264238	17.05.18	5379	23.04.18	5226	153	1	153
पावर फैक्टर 0.00	कुल बिल दिवस 24						
घोषित यूनिट्स: 153	मीटर ओनर: COMPANY						

पिछले भुगतान का विवरण	
पिछले भुगतान की राशि	3000.00
रसीद संख्या	SAD309140318E0111
ट्रांजेक्शन आई०डी०	
दिनांक	14.03.2018

पिछले ११ माह का खपत	
माह	खपत यूनिट
Apr-18	272 (OK)
Mar-18	220 (OK)
Feb-18	115 (OK)
Jan-18	108 (OK)
Dec-17	153 (OK)
Nov-17	243 (OK)
Oct-17	306 (OK)
Sep-17	301 (OK)
Aug-17	379 (OK)
Jul-17	599 (OK)
Jun-17	999 (OK)

वर्तमान विपत्र का विवरण	
ऊर्जा शुल्क	999.35
वर्तमान माह का विलम्ब अधिभार	0.00
फिक्सड चार्ज/डिमांड चार्ज	128.00
आधिक्य डिमांड प्रभार	0.00
ईंधन अधिभार	0.00
विद्युत शुल्क	59.96
मीटर किराया	16.00
सीजीएसटी @ 9%	1.44
एसजीएसटी @ 9%	1.44
कैपिटल प्रभार	0.00
किस्त की राशि	
अन्य शुल्क	0.00
राज्य सरकार अनुदान	-279.99
कुल अभिनिर्धारण 'ब'	926.20
कुल मांग (अ + ब)	3303.05
जमानत राशि पर सूद (-)	0.00
इन्सेन्टिव (यदि कोई) (-)	0.00
छूट की राशि	-13.89
01.06.2018 तक देय कुल राशि	3290.00
11.06.2018 तक देय कुल राशि	3304.00
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बिजली की चोरी करने पर ३ साल तक जेल और कटेगी बिजली। मीटर से छेड़ छाड़ या बाईपास पड़ेगा महंगा, भरेंगे दंड जयेंगे जेल।
इसके अतिरिक्त स्वीकृत भार से अधिक भार पाये जाने पर कड़े, आर्थिक दंड का प्रावधान है।

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चेक और डी.डी. SOUTH BIHAR POWER DISTRIBUTION COMPANY LTD के पक्ष में देय होगा।

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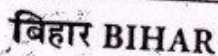
विपत्र आई.डी. 10042592947

भुगतान की राशि

भुगतान की तिथि



प्राप्तकर्ता का हस्ताक्षर



कृता का नाम एवं पता

2015

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ओमप्रकाश कुमार, मुद्राक
ला 10 नं 35/87, समाहरण, बक्रला
तलय, पटना

यह आपसी विभाजन एकरानामा आज दिनांक 15 April 2017 ई० के बीच

1. श्री महेन्द्र प्रसाद सिंह, पिता का नाम स्वर्गीय छैछु सिंह,
2. श्री संजय कुमार, पिता का नाम श्री महेन्द्र प्रसाद सिंह,
3. श्री अजय कुमार

सभी का निवास स्थान महल्ला - बेउर, थाना - बेउर, जिला पटना, भारतीय नागरिक (जिन्हें यहाँ पर प्रथम जमीन मालिकगणगण कहा गया) जिनके उत्तराधिकारीगण, आश्रितगण, कानूनी प्रतिनिधि, प्रशासक, निष्पादक या हित उत्तराधिकारीगण भी सम्मिलित रहेंगे, जो प्रथम पक्षकार हैं।

और

मेंसर्स राज हेवेन कन्सट्रक्शन एण्ड सर्विस इंडिया प्राइवेट लिमिटेड, जो भारतीय कंपनीज अधिनियम 1956 के अन्तर्गत निगमित है, जिसका पंजीकृत कार्यालय जिसका कार्यालय ईश्वरी अपार्टमेंट, इन्दिरा लेन, न्यु जक्कनपुर, जिला - पटना, द्वारा निर्देशक श्री विनोद कुमार, पुत्र श्री शम्भु प्रसाद, निवास स्थान कुर्जी बालुपर, थाना - दीघा, जिला - पटना, बिहार, जिन्हें यहाँ पर विकासकर्ता/भवन बनावटकर्ता कहा गया है, जिनके प्रशासक, कानूनी प्रतिनिधिगण, समुदेशनी और/या हित उत्तराधिकारीगण भी सम्मिलित रहेंगे, जो द्वितीय पक्षकार है।

यह कि जमीन मालिक सं० - 1, 2 और 3 ने मौजा - बेउर, थाना - फुलवारी, जिला - पटना के थाना नं० - 33, खाता सं० - 191, सर्वे खेसरा सं० - 631 तौजी नं० - 5070 में वर्णित भूमि पर बहुमंजिला भवन बनाने हेतु एक निबंधित विकास एकरारनामा दिनांक 15.06.2011 को मेंसर्स प्रश्रय बिल्डर्स, जिसका प्रधान कार्यालय - फ्रेन्ड्स एपार्टमेंट, मोनटेशरी स्कूल लेन, बोरिंग रोड, थाना - श्री कृष्णापुरी, पटना-800 001, जिला - पटना, (बिहार) द्वारा श्री रूपेश कुमार, पिता श्री संत कुमार सिन्हा, निवासी - ए-10 फ्रेन्ड्स एपार्टमेंट, मोनटेशरी स्कूल लेन, बोरिंग रोड, थाना - श्री कृष्णापुरी, पटना-800 001, जिला - पटना, (बिहार) से किये थे। जिसका बुक सं० - 1, जिल्द सं० - 288, पेज सं० - 332 से 348, सीडी - 44, दस्तावेज सं० - 16617 सन् 2011 ई० जिला अवर निबंधन कार्यालय - पटना में निबंधित होकर दर्ज है, बाद मेंसर्स प्रश्रय बिल्डर्स ने उक्त निबंधित विकास एकरारनामा में लिये गये भूमि पर बहुमंजिला भवन बनाने हेतु मेंसर्स राज हेवेन कन्सट्रक्शन एण्ड सर्विस इंडिया प्राइवेट लिमिटेड, के साथ एक निबंधित JOINT VENTURE/PROJECT PARTNERSHIP दिनांक 15.09.2016 को किये। जिसका बुक सं० - 4, जिल्द सं० - 18, पेज सं० - 573 से 583 सीडी - 3, दस्तावेज सं० - 783 सन् 2016 जिला अवर निबंधन कार्यालय पटना सदर में निबंधित होकर दर्ज है। जिसपर बहुमंजिला इमारत का निर्माण नक्शा पास के अनुरूप बनाई जा रही है। जिसमें उक्त जमीन मालिकगण उक्त निबंधित विकास एकरारनामा के अनुसार कुल बनावट सुपर बिल्टप एरिया निबंधित विकास एकरारनामा के अनुसार जमीन मालिकगण का हिस्सा होता है। जिसे जमीन मालिकगण निबंधित विकास एकरारनामा के अनुसार विकासकर्ता से लेने की सहमति दिया। इस तरह जमीन मालिकगण अपना हिस्सा बिकासकर्ता से विभाजन के उपरान्त निर्माणाधीन सी.एस. इन्कलेभ अपार्टमेंट में फ्लैट और कार पार्किंग के रूप में निम्नलिखित तरह प्राप्त किया है। जो इस प्रकार है:-

जमीन मालिकगण का हिस्सा

फ्लैट नं०

101, 102, 203, 204,
301, 302, 403, 404

इसी तरह निर्मित बहुमंजिला भवन में कुल सुपर बिल्टप एरिया निर्बंधित विकास एकरारनामा के अनुसार हिस्सा विकासकर्त्ता का होता है। इस तरह विकासकर्त्ता का अपना हिस्सा जमीन मालिकगण से विभाजन के उपरान्त निर्बंधित विकास एकरारनामा के अनुसार फ्लैट और निर्बंधित विकास एकरारनामा के अनुसार कार पार्किंग के रूप में, निम्नलिखित तरह प्राप्त किया है। जो इस प्रकार है:-

विकासकर्त्ता का हिस्सा

फ्लैट नं०

103, 104, 201, 202,
303, 304, 401, 402,

अतएव उपर्युक्त निर्बंधित विकास एकरारनामा के शर्तों के अनुरूप बहुमंजिला भवन में जमीन मालिकगण उपर्युक्त फ्लैटों एवं कार पार्किंगों के पूर्ण रूपेण निर्विवाद रूप से बिहार एपार्टमेंट ऑनरशीप एक्ट 2006 की धारा - 5 वैगेरह के अंतर्गत मालिक एवं स्वामी हुए और विकासकर्त्ता जमीन मालिकगण को उनके शेयर के फ्लैटों एवं कार पार्किंगों को पूर्ण रूप से निर्बंधित विकास एकरारनामा के शर्तों के अनुसार विकसित कर दखल कब्जा देगा और दखल कब्जा के संबंध में पोजेशन लेटर जमीन मालिक को सुपुर्द करेगा। जिसे जमीन मालिक जिस प्रकार उपयोग और उपभोग करें तथा उसे जिस प्रकार उपयोग और उपभोग में लावें या जिस तरीक से चाहें अपने फ्लैटों एवं कार पार्किंगों को जिन किन्हीं के पक्ष में हस्तानान्तरित करें उसमें विकासकर्त्ता तथा इनके प्रतिनिधिगण एवं इनके हिस्से के खरीदारों और इन सभी के उत्तराधिकारीगण को दावा एवं आपत्ति करने का अधिकार नहीं होगा। इसी तरह विकासकर्त्ता अपने हिस्से के स्वामी एवं मालिक बिहार एपार्टमेंट अधिनियम 2006 की धारा 5 वैगेरह के अंतर्गत उक्त फ्लैटों एवं कार पार्किंगों का पूर्ण स्वामी और अधिकारी होंगे। जिसे जिस प्रकार उपयोग और उपभोग करें तथा उसे जिस प्रकार उपयोग और

उपभोग में लावें या जिस तरीक से चाहें अपने फ्लैटों एवं कार पार्किंगों को जिन किन्हीं के पक्ष में हस्तान्तरित करें उसमें जमीन मालिक तथा इनके हिस्से के खरीदारों और इन सभी के उत्तराधिकारीगण को दावा एवं आपत्ति करने का अधिकार नहीं होगा।

यह आपसी विभाजन एकरारनामा आज दिनांक 15.04.2017 को जमीन मालिकगण और विकासकर्ता ने एक-दूसरे के पक्ष में निम्नलिखित गवाहों के समक्ष लिख दिया कि समय पर काम आवे और प्रमाण रहे।

गवाहों का हस्ताक्षर

1. *Waham Singh*
15/04/17

जमीन मालिकगण का हस्ताक्षर

सिद्धेश्वर सिंह
12-8-2019

अजय कुमार
15/4/17

Sanjay Kumar 15.4.17
विकास कर्ता का हस्ताक्षर

2. *Anil Kumar*
S/O - Sharmishtha Prasad *Bharat Kumar*
At Jageshwar
Bhawan,
Vishwakarma mandir
Patliputra Ind. Area,
Patna-13
15/04/17

RAJHEAVEN CONSTRUCTION AND
SERVICES INDIA PRIVATE LIMITED P.V.C.

Director

15.4.2017



क्रमांक 10166 तिथि 11.8.2017 रु. मूल्य 1000/- सीट नं. 582039
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 ओम विजय कुमार, पटना
 ल० सं-25/87, सभाहणालय, पटना

आपसी विभाजन एकरानामा

यह आपसी विभाजन एकरानामा आज दिनांक 15. April सन् 2017 ई०

के बीच

श्री शशिकान्त, पिता का नाम श्री विशेश्वर सिंह, निवास स्थान महल्ला -
 बेउर, थाना - बेउर, जिला पटना, भारतीय नागरिक (जिन्हें यहाँ पर प्रथम
 जमीन मालिक कहा गया) जिनके उत्तराधिकारी, आश्रित, कानूनी प्रतिनिधि,
 प्रशासक, निष्पादक या हित उत्तराधिकारी भी सम्मिलित रहेंगे, जो प्रथम
 पक्षकार हैं।

और

मैसर्स राज हेवेन कन्सट्रक्शन एण्ड सर्विस इंडिया प्राइवेट लिमिटेड, जो भारतीय कम्पनीज अधिनियम 1956 के अन्तर्गत निगमित है, जिसका पंजीकृत कार्यालय जिसका कार्यालय ईश्वरी अपार्टमेंट, इन्दिरा लेन, न्यु जक्कनपुर, जिला - पटना, द्वारा निर्देशक श्री विनोद कुमार, पुत्र श्री शम्भु प्रसाद, निवास स्थान कुर्जी बालुपर, थाना - दीघा, जिला - पटना, बिहार, जिन्हें यहाँ पर विकासकर्ता/भवन बनावटकर्ता कहा गया है, जिनके प्रशासक, कानूनी प्रतिनिधि, समुदेशनी और/या हित उत्तराधिकारी भी सम्मिलित रहेंगे, जो द्वितीय पक्षकार है।

यह कि जमीन मालिक ने भी मौजा - बेउर, थाना - फुलवारी, जिला - पटना के थाना नं० - 33, खाता सं० - 191, सर्वे खेसरा सं० - 631 तौजी नं० - 5070 में वर्णित भूमि पर बहुमंजिला भवन बनाने हेतु एक निबंधित विकास एकरारनामा दिनांक 15.06.2011 उक्त वर्णित विकासकर्ता मैसर्स प्रश्रय बिल्डर्स के साथ किये। जिसका बुक सं० - 1, जिल्द सं० - 288, पेज सं० - 70 से 86, सीडी - 44, दस्तावेज सं० - 16593 सन् 2011 ई० जिला अवर निबंधन कार्यालय - पटना में निबंधित होकर दर्ज है, बाद मैसर्स प्रश्रय बिल्डर्स ने उक्त निबंधित विकास एकरारनामा में लिये गये भूमि पर बहुमंजिला भवन बनाने हेतु मैसर्स राज हेवेन कन्सट्रक्शन एण्ड सर्विस इंडिया प्राइवेट लिमिटेड, के साथ एक निबंधित JOINT VENTURE/PROJECT PARTNERSHIP दिनांक 15.09.2016 को किये। जिसका बुक सं० - 4, जिल्द सं० - 18, पेज सं० - 573 से 583 सीडी - 3, दस्तावेज सं० - 783 सन् 2016 जिला अवर निबंधन कार्यालय पटना सदर में निबंधित होकर दर्ज है। जिसपर बहुमंजिला इमारत का निर्माण नक्शा पास के अनुरूप बनाई जा रही है। जिसमें उक्त जमीन मालिक उक्त निबंधित विकास एकरारनामा के अनुसार कुल बनावट सुपर बिल्टप एरिया निबंधित विकास एकरारनामा के अनुसार जमीन मालिक का हिस्सा होता है। जिसे जमीन मालिक निबंधित विकास एकरारनामा के अनुसार विकासकर्ता से लेने की सहमति दिया। इस तरह जमीन मालिक अपना हिस्सा विकासकर्ता से विभाजन के उपरान्त निर्माणाधीन सी.एस. इन्क्लेभ अपार्टमेंट में फ्लैट और कार पार्किंग के रूप में निम्नलिखित तरह प्राप्त किया है। जो इस प्रकार है:-

जमीन मालिक का हिस्सा

फ्लैट नं०

106, 206, 306 और 406

नोट :- फ्लैट नं०- 406 में 440 वर्गफीट विकासकर्ता का हिस्सा होता है जिसकी कीमत विकासकर्ता को जमीन मालिकगण वर्तमान बाजार मूल्य के अनुसार भुगतान करेंगे।

इसी तरह निर्मित बहुमंजिला भवन में कुल सुपर बिल्डप एरिया निबंधित विकास एकरारनामा के अनुसार हिस्सा विकासकर्ता का होता है। इस तरह विकासकर्ता का अपना हिस्सा जमीन मालिक से विभाजन के उपरान्त निबंधित विकास एकरारनामा के अनुसार फ्लैट और निबंधित विकास एकरारनामा के अनुसार कार पार्किंग के रूप में, निम्नलिखित तरह प्राप्त किया है। जो इस प्रकार है:-

विकासकर्ता का हिस्सा

फ्लैट नं०

105, 205, 305 और 405

अतएव उपर्युक्त निबंधित विकास एकरारनामा के शर्तों के अनुरूप बहुमंजिला भवन में जमीन मालिक उपर्युक्त फ्लैटों एवं कार पार्किंगों के पूर्ण रूपेण निर्विवाद रूप से बिहार एपार्टमेंट ऑनरशीप एक्ट 2006 की धारा - 5 वैगेरह के अंतर्गत मालिक एवं स्वामी हुए और विकासकर्ता जमीन मालिक को उनके शेयर के फ्लैटों एवं कार पार्किंगों को पूर्ण रूप से निबंधित विकास एकरारनामा के शर्तों के अनुसार विकसित कर दखल कब्जा देगा और दखल कब्जा के संबंध में पोजेशन लेटर जमीन मालिक को सुपुर्द करेगा। जिसे जमीन मालिक जिस प्रकार उपयोग और उपभोग करें तथा उसे जिस प्रकार उपयोग और उपभोग में लावें या जिस तरीक से चाहें अपने फ्लैटों एवं कार पार्किंगों को जिन किन्हीं के पक्ष में हस्तानान्तरित करें उसमें विकासकर्ता तथा इनके प्रतिनिधि एवं इनके हिस्से के खरीदारों और इन सभी के उत्तराधिकारी को दावा एवं आपत्ति करने का अधिकार नहीं होगा। इसी तरह विकासकर्ता अपने हिस्से के स्वामी एवं मालिक बिहार एपार्टमेंट अधिनियम 2006 की धारा 5 वैगेरह के अंतर्गत उक्त फ्लैटों एवं कार पार्किंगों का पूर्ण स्वामी और अधिकारी होंगे। जिसे जिस प्रकार उपयोग और उपभोग करें तथा उसे जिस प्रकार उपयोग और उपभोग में लावें या जिस तरीक से चाहें अपने फ्लैटों एवं कार पार्किंगों को जिन किन्हीं के पक्ष में हस्तानान्तरित करें उसमें जमीन मालिक तथा इनके हिस्से के खरीदारों

और इन सभी के उत्तराधिकारी को दावा एवं आपत्ति करने का अधिकार नहीं होगा।

यह आपसी विभाजन एकरारनामा आज दिनांक 15.4.2017 को जमीन मालिक और विकासकर्ता ने एक-दूसरे के पक्ष में निम्नलिखित गवाहों के समक्ष लिख दिया कि समय पर काम आवे और प्रमाण रहे।

गवाहों का हस्ताक्षर

1. Ramesh Kumar
S/o-Shree Teepan Prasad
Ray
AT- Rasari Nagar
Patna-24
15/04/17

जमीन मालिक का हस्ताक्षर

15/4/17

विकास कर्ता का हस्ताक्षर

2. Anil Kumar
S/o-Shambhu Prasad
AT- Jageshwar
Bhawan
Vishwasma
Mandir
Patliputra Ind. Area
Patna-13
15/04/17

RAJHEAVEN CONSTRUCTION AND
SERVICES INDIA PRIVATE LIMITED P.V.C.

15.4.2017
Director

**MINISTRY OF HOUSING AND URBAN POVERTY ALLEVIATION
NOTIFICATION**

New Delhi, the _____, 2016

G.S.R. _____ In exercise of the powers conferred by clause (h) of sub-section (2) of section 84 read with sub-clause (i) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the Central Government, hereby makes the following rules for the Union Territories of Chandigarh, Andaman and Nicobar Islands, Daman and Diu, Dadra and Nagar Haveli and Lakshadweep, namely: —

**CHAPTER I
PRELIMINARY**

1. Short title and Commencement

(1) These rules may be called the 'Union Territories of Chandigarh, Andaman and Nicobar Islands, Daman and Diu, Dadra and Nagar Haveli, Lakshadweep' (Agreement for Sale) Rules, 2016.

(2) It shall come into force with effect from _____.

2. Definitions

(1) In these rules, unless the context otherwise requires, -

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "annexure" means an annexure appended to these rules;
- (c) "appropriate Government" means the Central Government;
- (d) "Rules" means the Rules made under the Real Estate (Regulation and Development) Act, 2016;
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (f) "section" means a section of the Act; and

(2) Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act.

**CHAPTER II
AGREEMENT FOR SALE**

3. Agreement for sale.- (1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in the form as per Annexure 'A'.

(2) Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the 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.

ANNEXURE 'A'
[See rule 3]

AGREEMENT FOR SALE

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

By and Between

[If the promoter is a company]

_____, (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[If the promoter is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____ (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the promoter is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Promoter**" (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 assignees).

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged _____ about _____, residing at _____, (PAN _____), 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 assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] *[Please insert land details as per local laws]* _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (**"Said Land"**) vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar;

[OR]

_____ (**"Owner"**) is the absolute and lawful owner of [khasra nos./ survey nos.] *[Please insert land details as per local laws]* _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (**"Said Land"**) vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar;

- B. The Said Land is earmarked for the purpose of building a [commercial/residential/*any other purpose*] project, comprising _____ multistoried apartment buildings and *[insert any other components of the Projects]* and the said project shall be known as '_____' (**"Project"**);

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/*any other purpose*] project, comprising _____ plots and *[insert any other components of the Projects]* and the said project shall be known as '_____' (**"Project"**);

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

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The _____ *[Please insert the name of the concerned competent authority]* has granted the commencement certificate to develop the Project vide approval dated _____ bearing no. _____;
- E. The Promoter has obtained the final layout plan approvals for the Project from _____ *[Please insert the name of the concerned competent authority]*. The Promoter agrees and undertakes that it shall not make any changes to these layout 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 Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

- G. The Allottee had applied for an apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("**Building**") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

The Allottee had applied for a plot in the Project *vide* application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/closed parking admeasuring _____ square feet (if applicable) in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Plot**" more particularly described in **Schedule A**);

- 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. _____
[Please enter any additional disclosures/details]
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., 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 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/closed 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:

- 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 [Apartment/Plot] as specified in para G;

- (iv) The Total Price of [Apartment/Plot] includes: 1) *pro rata* share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.
- 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 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 along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. 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.
- 1.7 *[Applicable in case of an apartment]* 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 within the defined limit then Promoter 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. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
 - (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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/closed 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.
- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with _____ [Please insert the name of the concerned competent authority] to be filed in accordance with the _____ [Please insert the name of the relevant State act, if any].
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment 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 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.
- 1.12 The Allottee has paid a sum of Rs, _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] 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 [Apartment/Plot] as prescribed in the Payment Plan 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 for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of '_____', payable at _____.

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 and 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 shall 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. 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 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 authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as 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

1.13 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot]

to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with 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. 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 _____ [Please insert the relevant State laws] 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 [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] 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 [Apartment/Plot], 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. After refund of the money paid by the Allottee, 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 [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of

allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

- 7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **Possession by the Allottee -** After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee -** The Allottee shall have the right to cancel/withdraw his allotment in 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 compensation under this section 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 [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 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 [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

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

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