

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this  
.....; (Date) day of ..... (Month), 2021;

BY AND BETWEEN

**MESSERS DOUBLE A DEVELOPERS PVT. LTD.,**  
(PAN- AACCD6511E) a private limited company, incorporated  
under the companies act, 1956, bearing registration no.  
U45201BR2007PTC013051, having its registered office at Flat  
No.51, Shivam Enclave, Block- C, Anandpuri, West Canal Road  
District- Patna, PIN- 800001, Bihar, represented through its  
**Director Shri Anil Kumar** aged about 51 years, son of Late  
Mathura Prasad Sharma, resident of Flat No.51, Shivam Enclave,  
Block- C, Anandpuri, West Canal Road District- Patna, PIN-  
800001, Bihar, ( PAN- AILPK7692P, Aadhaar No. 7817 6935  
4231 & Mobile No. 9304836696), 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, and permitted assigns).

AND WHEREAS:

The Promoter become the Developer of the property to frame and launched a scheme to achieve the object entered into Development Agreement registered in the office of the Sub Registry Office Phulwarisharif, on 13.04.2015, executed by the landlords 1. Shri Rakesh Kumar, 2. Shri Nishikant Kumar both sons of Late Surendra Singh, 3. Shri Gyanendra Kumar son of Shri Dharmdeo Singh, 4. Shri Kaushal Kumar Sinha son of Late Kailash Singh and 5. Most. Sunita Devi wife of Late Dilip Kumar, all are resident of Village- Beur, P.O.- Anisabad, P.S.- Beur, District- Patna, which is registered in the office of the Sub Registrar Phulwarisharif in Book No. 1, Volume No. 58, C.D.- 9/2015, Pages from 206 to 225 bearing Deed No. 2984/2015.

**RECITAL**

The land of the building more fully and particularly described in the Schedule hereunder and forming a part of this agreement is the ancestral property of the land owners Rakesh Kumar and Nishikant Kumar's ancestor Lalpari Kunwar wife of Shri Chhaichhu Singh acquired through a Deed of Exchange from Hari Shankar Prasad son of Munshi Sohawan Lal, resident of Dak Bungalow Road, P.S.- Kotwali, District- Patna through his constituted Attorney Shri Arun Kumar son of Shri Nageshwar Prasad, resident of Dakbungalow, P.S.- Kotwali, District- Patna, which Deed of Exchange is registered in District Registration Office Patna Book No. 1 bearing Deed No. 2072, Volume No. 43, Page No. 338 to 343, in the year 1958. Accordingly, Lalpari Kunwar has got the land measuring 53 Decimals and came over as absolute owner. Lalpari Devi died leaving behind her three sons as her successors namely 1. Bhagwat Singh, 2. Chandrika Singh & 3. Mahendra Singh. After death of their mother all partitioned through khanagi partition as a result of which land of the building came in the share of Bhagwat Singh. Bhagwat Singh died leaving behind his only son Shri Surendra Singh. After sometimes, Shri Surendra Singh died leaving behind his three sons namely 1.

buildings and the said project shall be known as “**DEVDEEP ENCLAVE**”; in conformity with the said sanctioned plan approved by the Patna Municipal Corporation bearing building Plan Case No. P/Beur-PRN-G+3/462 of 2017 dated 09.02.2019, which was prepared by Civil Engineer Sanjay Kumar Jha, Empanelment No. ER / 14 /15;

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

D. The Patna Municipal Corporation has granted the commencement certificate to develop the Project vide Plan Case No. P/Beur-PRN-G+3/462 of 2017 dated 09.02.2019.

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

F. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority bearing no. .... at Patna.

G. The Allottee had applied for an apartment in the Project vide application and has been allotted Flat no. .... having Carpet area of ..... square feet, Exclusive Balcony area ..... sq. ft., on the ..... Floor admeasuring corresponding Built up area ..... sq.ft. and Super built up area ..... square feet along with garage/covered parking no. \_\_\_\_\_ on ..... Floor in “**DEVDEEP ENCLAVE**”, 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

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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ xxx % per annum for the period by which the respective installment has been propped. 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 herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be

marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Flat, as the case maybe.

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

The Promoter agrees to pay all outgoings before transferring the physical possession of the 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 there for by such authority or person, The Allottee has paid a sum of -----/- (Rupees ----- only) as booking amount being part

Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said 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 of the allottee against the Flat, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The

promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Flat to the

if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Flat, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat 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 /

at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

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

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

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

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

(i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that

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 TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Ground and Service Areas: The Ground(s) and service areas, as located within the "DEVDEEP ENCLAVE", 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 Ground in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **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 Bihar Apartment Ownership Act, 2006. The Promoter showing compliance of various laws/regulations as applicable in Real Estate (Regulation and Development) Act, 2016 & Bihar Real Estate (Regulation and Development) Rules, 2017.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules 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 District Sub-Registrar Patna as and when intimated by the Promoter. If the Allottee(s) fails to execute

Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the 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 Flat bears to the total carpet area of all the Flat in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

Signature \_\_\_\_\_

.....  
.....  
.....  
.....

SIGNED AND DELIVERED BY THE WITHIN NAMED:

## SCHEDULE 'A'

All that Flat no. .... having Carpet area of ..... square feet, Exclusive Balcony area ..... sq. ft., on the ..... Floor admeasuring corresponding Built up area ..... sq.ft. and Super built up area ..... square feet along with garage/covered parking no. \_\_\_\_\_ on ..... Floor in "DEVDEEP ENCLAVE", with proportionate share in land etc., land measuring 12 Katha 15 Dhoor 18 Dhurki equivalent to 39.9843 Decimals, situated at Mauza- Beur, Survey Thana Phulwarisharif, at present P.S.- Beur, bearing Thana No. 33, Khata No. 191, Survey Plot No. 631 Part, Tauzi No. Govt. of Bihar, within jurisdiction of Nagar Parishad Phulwarisharif, under Sub Registration Office Phulwarisharif and District Registration Office Patna, having following boundaries:

### **REVENUE DETAILS OF LAND:**

1. Name of the District-	Patna
2. Name of the Revenue Anchal-	Phulwarisharif
3. Name of the Revenue Halka-	Beur
4. Name of the Revenue Village-	Beur
5. Revenue Thana no. -	33
6. Name of the Revenue Thana-	Phulwarisharif
7. Zamabandi No. -	6407, 6409, 4094, 6410, and 6411.

### **BOUNDARY OF THE LAND:**

North	:	Shri Nawal Singh and Nand Singh.
South	:	20 feet wide Branch Road and Raghuvansh Singh & Ramanand Singh & others.
East	:	Present purchaser Awadh Bihari Singh and Ramnandan Singh & others.
West	:	16 feet wide Branch Road and Raghuvansh Singh.

SCHEDULE 'B'  
FLOOR PLAN OF THE APARTMENT

GROUND FLOOR - 3 BHK- FLAT NO. 01 & 02

FIRST FLOOR - 3BHK-FLAT NO. - 101,102,103, 104,105,  
106,107,109,110,111,112

FIRST FLOOR - 2BHK-FLAT NO. - 108

SECOND FLOOR - 3BHK-FLAT NO. - 201,202,203, 204,205,  
206,207,209,210,211,212

SECOND FLOOR - 2BHK-FLAT NO. - 208

THIRD FLOOR - 3BHK-FLAT NO. - 301,302,303, 304,305,  
306,307,309,310,311,312

THIRD FLOOR - 2BHK-FLAT NO. - 308

Mr Double A Developers, Ltd.

Director

**SCHEDULE 'C'**

**PAYMENT PLAN**

Time of Booking ;	10%
After Completion of foundation;	20%
After Completion of Ground floor Roof Slab:	10%
After Completion of First floor Roof Slab:	10%
After Completion of Second floor Roof Slab-	10%
After Completion of Third floor Roof Slab:	10%
Completion of Brick work :	10%
Completion of Plaster work:	10%
Completion of Paint work:	5%
Time of Completion:	5%

Mr Double A Developers (P) Ltd.

Director

Mr Double A Developers

Director

## SCHEDULE 'D'

### SPECIFICATIONS

#### AMENITIES, FACILITIES OF THE APARTMENT

<b>Type of Flat</b>	:	Super Delux.
<b>Foundation</b>	:	RCC Piling and structure as per design.
<b>Structure</b>	:	R.C.C. frame structure as per design minimum.
<b>Civil work</b>	:	Cement brick work.
<b>Floor</b>	:	Marble/Ceramic Tiles.
<b>Roof</b>	:	R.C.C. frame structure as per design
<b>Plaster</b>	:	with wall putty.
<b>Doors</b>	:	Wooden choukhat with wood frame on main door, other doors with plywood.
<b>Windows</b>	:	Steel windows glass / with Aluminium frame.
<b>Bathroom</b>	:	Wall glazed tiles upto 5 ft. height, ceramic floor tiles, water supply with fittings. Porcelain wash basin and pan with fitting. Each flat will have two bathrooms with hot & cold water provisions.
<b>Kitchen</b>	:	water supply fittings with ceramic flooring. Working platform with Kota Granite/ Marble top and glazed tiles upto 2 feet height.
<b>Wall finishing</b>	:	Plastered internal wall and ceiling. Outer wall colour cement wash.
<b>T.V. Point</b>	:	Cable point and one AC point in each flat.
<b>Telephone Point</b>	:	One point in each Flat.

**SCHEDULE 'E'**

**SPECIFICATIONS**

**AMENITIES, FACILITIES OF THE PROJECT**

- Generator** : Generator.
- Submersible pump** : One boring for water supply.
- Overhead Water Tank** : 24 hrs water supply in each flats from the tank of suitable capacity.

Mr Double A Developers (P) Ltd.

**Director**