AGREEMENT FOR SALE

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

BY AND BETWEEN

SHREE DEVELOPERS(BR/ UDHD / BLDR / 23-2024) , a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **BUNDELA TOWER , FLAT NO- 102, R.M.S COLONY, KANKARBAGH, PATNA, BR 800020 IN, (PAN ACFFS0920E), Represented by its authorized partner, RAVI PRAKASHI SINGH** .(Aadhar No **282956225251**) authorized vide ……, hereinafter referred to as the "**Allottee**" (Which Expression shall unless repugnant to the context or meaning there of bedeemed to mean and include its successors in-interest, executors, administrators and permitted assignees, including those of the respective partners).

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 75 ……., (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 ther of be deemed to mean and include its success or-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership firm]

……. , a partnership firm registerd the Indian Partnership Act, 1932,
Having its principal place of business at ……, **(PAN ……),**
Represented by its authorized vide ……., hereinafter

Referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof bedeemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the repective 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 therof be deemed to mean and 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 therof 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 collevtively be referred to as the "Parties" and individually as a **"Party"**

Definitions:

For the purpose of this agreement for sale, unless the context otherwise requires-

a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
b) " Appropriate Government" means the State Government;
c) "Rules" means the Bihar State Real Estate (Regulation and Development) (General) rules, 2017 made under the real Estate (Regulation and Development) Act, 2017;
d) "Regulaqtion" means the regulation made under the Real Estate (Regulation and Development) Act, 2017.
e) "Section" means a section of the act.

Whereas:

(A) The promoter have entered into a development agreement for construction of multistoried building comprising of residential flats/car parking space etc.on the land, total land bein**LAND OWNER-1 SRI RAMMURTI RAIS/ O-LATE AGNI RAI, 2. SHYAM BABU RAI S/O LATE AGNI RAI, PROJECT- RAM SHYAM ENCLAVE, 22.87 DECIMAL, MAUZA- CHANGHAR, THANA NO- 24, THANA- KANKARBAGH, TAUZI NO-167, KHATA NO-03, SURVEY PLOT NO-179, DISTRICT-PATNA,** as per the following details:

Development Agreement Deed No/date	Registry Office	Survey details	Mauza	Area
27325 17/10/2012	**PATNA**	**Khesra-179 khata-03**	**CHANGAR**	**21.86 DECIMAL**
Total				**21.86 DECIMAL**

Total land of the Project = **21.86 Decimal / 884.455**

Thus, the Promoter came in actual physical possession over the same Land.

(B) The Said Land is earmarked for the purpose of building a [commercial/ residential / any other purpose] project, comprising two multistoried Apartment building and flats and the said project shall be known as

RAM SHYAM ENCLAVE (Project Name)

[OR]

The said land is earmarked for the purpose of building a [commercial/ residential / any other purpose] project, comprising …. Plots and [insert any other components of the project] and the said project shall be known as ……. **(“project”)**

Provided that where the land is earmarked for any institutional development the same shall be used for the purposes only and no commercial / residential development shall be permitted unless it 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 commencent certificate to develop the Project vide approval dated ……. Bearing registration no……..;

(E) The Promoter has obtained the final layout plan, sanctioned plan specification and approvals for the project and also for the apartment, plot or building, as the case maybe, from ……. [please insert the name of the concerned competent authority] 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 Acted other laws as applicable;

(F) The Promoter has registed the Project under the provision of the Act with the Bihar State 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 gatage / covered parking no. …… Admeasuring ……square feetin the ……..[please insert the location of the garage / coveredparking], 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 applid for an apartment tin the project vide application No. …… dated …… and has been allotted plot No. …….. having area of …… Square feet, and plot for garage/ covered parking admeasuring ……square feet (if applicable) in the ……..[plese insert the location of the garage / covered 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 the " Apartment " more particularly described in **Schedule A**)

(H) The Parties have gone through all the terms and condition 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, notification, etc, applicable to the project;

(K) The Parties, relying on the confirmation, resresentation and assurances of each other to faithfully abide by all the terms, conditions and stipulation contained in this Agreent 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 herby agrees to sell and the Allottee herby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G;

NOW THEREFORE, **in consideration of the mutual representation, 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 condition 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;

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

S.No	Tower,Block	Apartment Type and other Chargeable areas (verandah, terrace, etc.)	Floor	Apartment No.	Rate of Apartment per Square feet* (in Rs.)	Applicable GST (in Rs.)	Total Price (in Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
							Total

*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11, etc., if / as applicable.

[AND] [if / as applicable]

Garage/ Covered parking-1	Price for 1
Garage/Covered parking -2	Price for 2
Total Price (in Rupees)	

Explanation:

1. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / Plot];
2. The Total above |Taxes (Consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the [Apartment/Plot] to the allotee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the Completion certificate;

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

   Provided further that if there is any increase in the taxes after the expiry of the scheduled date ofcompletion 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;
3. The promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (1) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the Prpmoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules /

notifications together with dates from which scch taxes/ levies etc. have been imposed or become effective;

4. The Total 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firwefighting 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 [apartment / polt] and the project.

1.3 The Total Price is escalation- free, save and except increase which the Allottee hereby agrees to pay, due to increase on account of 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 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 instalments payable by the Allottee by discounting such early payments @ …… % per annum for the period by which the respective insatalment 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 make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedle 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 maybe, without the previous written consent of the allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. [Applicable in case of an Apartment] The Promoter shall confirm the final carpet that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any , in the

carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area then the promoter shall refund the excess money paid by Allottee within foety five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule

C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of the Agreement.

1.8. Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment / Plot] as mentioned below:

1. The Allottee shall have exclusive ownership of the [Apartment/Plot]:

2. The Allottee shall also have undivided proportionate share in the Common areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc, without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the Competent Authority as provided in the Act;

3. That tha 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, electrical connectivity to the apartment, lift water line and plumbing, finishing with paint, marbles, tiles, doors windows fire detrction and firefighting equipment in the common areas etc, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [apartment / plot] and the project.

4. The Allottee has the right to visit the project site to assess the extent of development of the project and his / her apartment / plot, as the case maybe.

It is made clear by the promoter and the Allottee agrees that the [Apartment / plot] along with the 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 from a part of and / or Linked / combined with any other project in its vicinity or other wise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clsrified 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 thepayment 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 institution, which are related to the Project.) If the promoter fails to pay all or any of the outgoings collected by if from the allottees or any liability, mortgage loan and interest theron before transferring the apartment to the allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings ans penal charges, if any to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

The Allottee has paid a sum of Rs …… (Rupees …….. Only) as booking amount being part payment towards the total price of the 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 **[Schedule C]** as maybe demanded by the promoter within the time and the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he / she shall be liable to pay interest at the rate prescribed 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment plan [Schedule C] through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of …… Payable at ……..

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 TheAllottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999,Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made there of 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 fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provision of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the

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

3.2 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 / plot applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APROPRIATION OF PAYMENTS**

The Allottee authorizes the promoter to adjust / appropriate all payments made by him/her under any head(s) ofdues against lawful outstanding of the allottee against the [Apartment / plot], 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 projectas disclosed at the time of registration of the project with the authority and towards handing over the [Apartment/Plot] to the Allottee and the commonareas to the association of the allotteesor the competent authority, as the case maybe.

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 alongwith this Agreement] which has been approved by the competent authority, as represented by the promoter . The promoter shall develop the project in accordance with the said layout plans, floor plans and specification, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provision prescribed by the master plan for the area, Zoning Regulations and Bihar Building Rules as amended 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] to the allottee and the common areas to the association

of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specification, amenities and facilities of the project in place 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 condition 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 Condition, then this allotment shall stand terminated and the promoter shall refund to the Allottee the entire amount received by the promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least 30 day prior to such termination after refund of the money paid by the Allotteeagress 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 liabilitiesa 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 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 provision, 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 [Apartment / plot] Upon receiving a written intimation from the promoter as per para 7.2 the Allottee shall take posseddion of the [Apartment / plot] from the promoter by executing necessary indemnities, undertaking and suchother documentation as prescribed in this Agreement, and the Promoters shall give possession of the [Apartment ./lot] to the allottee. In case the Allottee fails to take possession within the time provided in para7.2.

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. [Provided that, in the absence of any local law the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be within thirty dasy after obtaining the completion certificate]

7.5 Cancellation by Allottee- TheAllottee 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 with out any fault of the promoter, the promoter herein isentitled 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 provide under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being 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] 1 in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 or (2) 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 with draw from the project, with out 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 prescribed in the rules including compensation in the manner as provided under the Act within forty five days of it becoming due. Provided that where if the Allottee does not intend to withdrow from 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 [Apartment/ Plot] which shall be paid by the promoter to the allottee within forty five of itbecomingdue.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**:- The Promoter hereby represents and warrants to the Allotteeasfollows:

8.1 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;

8.2 The promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project;

8.3 There and no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances chiding any rights,title, interest and name of party in or over such land]

8.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment / Plot];

8.5 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 beenobtained 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;

8.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected;

8.7 The Promoter has not entered into any agreement for sale and / ordevelopment agreement or any other agreement / arrangement with any person or party with respect to the said Land, affect the rights of Allottee under this Agreement;

8.8 The Promoter confirms that the Promoter is not restricted in any manner what soever from selling the said [Apartment / Plot] to the Allottee in the manner contemplated in this Agreement;

8.9. 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 or the competent authority, as the case may be;

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

8.11 The Promoter has duly paid shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, imposition, premiums, damages and / orpenalties and other out goings, what soever, payable with respectto the said project to the competent Authorities, till the completion certificate has benn issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

8.12. No notice from the Government or any other local body orauthority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition orrequition of said property) has been received by or servedupon 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 consideredunder a condition of Default, in the following events:

iPromoter fails to provide ready to move in possession of the [Apartment / Plot] to the Allottee with in the time period specified in para 7.1 or fails to complete the project with in the stipulated time disclosed at the time of registration of the project with the Authority. 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 including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupancy certificate and completion certificate, as the case may be, has been issued by the competent authority;

2. Discontinuance of the Promoter's business as a developer onaccount of suspension or regulations 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 condition listed above, Allottee is entitled to the following:

1. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoters shall correct the situation by completing to make the next payment with out any interest; or

2. The Allottee shall have the option of terminating the Agreementin which case the Promoter shall be liable to refund the entiremoney paid by the Allottee under any head what soever towards the purchase of the apartment, along with interest at the rate prescribed in the rules with in forty five days of receiving the termination notice:

Provided that where an Allottee does not intend to with draw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, forevery month of delay till the handing over of the possession of the [Apartment/ Plot] , which shall be paid by the promoter to the Allottee with in 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:

1. In case the Allottee fails to make payments of instalmentwith in 15 days of demands made by the Promoter as per the payment planannexed here to despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

2. In case of Default by Allottee under the condition listed above continues for a period beyond 60 days after notice from the promoter in this regard, the promoter may 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 there upon stand terminated. Provided that the promoter shall intimate the allottee about such termination at leastthirty days prior to suchtermination.

10. CONVEYANCE OF SAID APARTMENT:

The Promoter, on receipt of Total price of the [Apartment/ Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment / Plot] tog ether with proportion ate indivisible share in the Common Areas with in 3 Months From the date of issuance of the occupancy certificate and the completion certificate, as the case may be , to the allottee [Provided that, in the absence of local law, the conveyance deet in favour of the allottee shall be carried out by the promoter with in 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and / or registration charges with in the period mentioned in the notice, the Allottee authorizes the Promoter to with hold registration of the conveyance deed in his / her favour till Payment of stamp duty and registration charges to the promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT: The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of suchmaintenance has been included in the Total price of the [Apartment / Plot].

12. DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in work manship, quality or provision of services or any other obligation of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter with in 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 with out further charge with in 30 (thirty) days, and in the event of promoter's sfailure to rectify such defects with in 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 [Apartment / Plot] or any part there of, after due notice and during the normal working hours, unless the circum stances warrant other wise with a view to set right any defect.

14. USAGE: Use of Basement and Service Areas: The basement(s) and service areas, if any, as located with in the ……, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub station transformer, DG set rooms, Under ground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitteduses as per sanctioned plans. The Allottee shall not be permitted to use the service are as and the basements in any manner what soever, other than those earmarked as parking spaces and the same shall

beresrved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possessing, be solely responsible to maintain the [Apartment / Plot] at his/ her owncost , in good repair and condition and shall not do or suffer to be done any thing in or to the Building,or the [Apartment / Plot], or the staircases, lifts, common passages, corridors, circulation areas, atriumor the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the [Apartment / Plot] and keep the [Apartment / Plot] , its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging there to in good and tenatable repair and maintain the same in a fir and proper condition and ensure that the support, she teretc, of the Building is not any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures

15.3. and guarantees that he / she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or any where on the exterior of the Project, buildings there in or Common Areas. The Allottees shall also of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible good in the [Apartment / Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not removeany wall, including the outer and load bearing wall of the [Apartment / Plot].

15.4. The Allottee shall plan and distribute its electricalload in conformity with the electrical systems installed by the promoter and there after 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 afore said dconditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The parties is entering into this Agreement for the allotment of a [Apartment / Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to this Project.

17. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or toput up additional structure(s) any where in the Project after the building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authority(ies) 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 orcreate a charge on the [Apartment / Plot/ Building] any thing contained in any other law for the time being in force, such mortgage orcharge shall not affect the right and interest of the time being in force, such mortgage orcharge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment / Plot/ Building].

19. THE BIHAR APARTMENT OWNERSHIP ACT 2006: The Promoter has assured the Allottees that the Project in its entirety isin accordance with the provisions of the Bihar Apartment Ownership Act, 2006 The Promoter showing compliance of various laws/ regulations as applicable in Bihar.

20. BINDING EFECT: Forwarding this Agreement to the Allottee by the Promoter does notcreate a binding obligation on the part of the Promoter or the Allottee until, Firstly, the Allottee signs and delivers this Agreement with all theschedules along with the payments due as stipulated in the payment plan with in 30(thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub Registrar ……..(specify the address of the 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 with in 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 there with including the booking amount shall be returned to the Allotteewith out any interest or compensation what soever.

21. ENTIRE AGREEMENT: This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matterhere of and supersedes any and all understanding, any other agreements, allot ment letter, correspondences, arrangements whether written or oral, if any between the parties in regard to the said partment / plot / building as case may be.

22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the parties

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES It clearly understood and so agreed by and between the Partieshere to that all the Provisions contained herein and the obligation sarising hereunder in respect of the [Apartment / Plot] and 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.

24. WAIVER NOT AQ LIMITATION TO ENFORCE

24.1. The Promoter may, at its sole option and discretion with outPrejudiceto its rights as set out in this Agreement, waive the breach by the Allottee in not making Payments as per the Payment Plan [Annexure C] including waiving the Payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not construed to be aprecedentand / or binding on the promoter to exercise such discretionin 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 provision here of shall not be construed to be awaiver of any provisions or of the right there after to enforce each and every provision.

25. SEVERABILITY: If any provision of this Agreement shall be determined to be void orunen for rceable 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 in consistent 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 there maining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPRTIONATE SHARE WHERVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has tomake 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.

27. FURTHER ASSURANCES: Both parties agree that 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 here in , as may bereasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herin or to confirm orperfect any right to be created or transferred here under or pursuant to any such transaction.

28. PLACE OF EXCUTION: 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 at …… Hence this Agreement shall be Deemed to have been executed at ……..,

29. NOTICES: That all notices to be served on the Allottee and the Promoter ascontemplated by this Agreement shall be Deemed to have been dulyserved if sent to the Allottee or the Promoter by Registered Post at the irrespective addresses specifled below:…….. Name of Allottee

……..(Allottee Address)

M/s ……Promoter name

……..(Promoter Address)

It shall be the dutry of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES: That in case there are joint Allottees all communications shall be sentby the Promoter to the Allottee whose name appears first and at ther address given by him / her which shall for all intents and purposes to consider as properly served on al;l 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 andobligations of the parties under or arising out ot this Agreement shall be construed and enforced in accordance with the Act and 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 inter prêta ion and validity of the terms there of and the respective rights and obligations of the parties, shall be settled amicbly by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHERE OF parties here in above named set their respective hand sand 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 WITH IN NAMED:

Allottee : (including joint buyers)

(1) Signature. ……
Name ……
Address ……..

(2) Signature…….
Name ……
Address ……..

SIGNED AND DELIVERED BY THE WITH IN NAMED:

Promoter:

(1)

Signature (Authorized Signatory)
Name ……
Address……
At……on ……in the presence of:

WITNESSES:

(1) Signature. ……
Name ……
Address ……..

(2) Signature……..
Name ……
Address ……..

SCHEDULE'A'

[Description of the said Unit]

Flat / Unit bearing No. …… of …….BHK Type having carpet area admeasuring …… Square Meter subject to variation on account of internal plaster finising along with adjoining / appurtenant / abutting and the exclusive right to use, occupy exclusive Balcony admeasuring …… Square Meter, exclusive Terrace admeasuring …… Square Meter and open Balcony adeauring …….. Square Meter situated on …….. Floor in the building / wing …….. along with exclusive facility to use …… Covered parking Space I the Project known as

RAM SHYAM ENCLAVE situated on project total land being LAND OWNER.1 SRI RAMMURTI RAIS S/O- LATE AGNI RAI, 2. SHYAM BABU RAI S/O LATE AGNI RAI , PROJECT- RAM SHYAM ENCLAVE, 22.87 DECIMAL,

MAUZA- CHANGAR, THANA NO. 24, THANA – KANKARBAGH, TAUZA NO.167, KHATA NO. 03 SURVEY PLOT NO. 179, DISTRICT- PATNA.

Boundaries of Project:

NORTH: LAL BABU RAI

SOUTH : SHREE DEVELOPERS

EAST: RASTA,

WEST: MARCHIYA DEVI

Boundaries of the Apartment/ Unit:

North:

South:

East:

West:

SCHEDULE'B'

The approved flor plan of the project"RAM SHYAM ENCLAVE" has been enclosed along with this document for ready reference.

SCHEDULE'C'

[PAYMENT PLAN]

(A) SUBSIDISED ONE TIME PAYMENT PLAN

AT the time of booking	10%
Within 7 days of execution of Agreement for Sale	

(B) CONSTRUCTION LINKED PAYMENT PLAN

Progress	**Payment**
At the time of booking	10%
At the time Plint Work	10%
Casting of Basement floor slab	10%
Casting of G floor slab	10%
Casting of 1st floor slab	10%
Casting of 2nd floor slab	10%
Casting of 3rd Floor slab	10%
Casting of 4th floor slab	10%
On completion of Brickwork at 1st Floor	5%
Oncompletion of Internal and external plaster	5%
At the time of possession	5%
B/W at 2nd floor	

The total price of the Unit is Rs ……/ (Rupees ……only).

SCHEDULE 'D'

[Specifications, amenities, facilities which are a part of the Apartment]

1. Flooring: Marble /Vitrified Tiles
2. Kitchen : Working platform of granite top with stainless steel sink gl;azed tiles dado up to 2ft height above working top.
3. Doors : 30mm water proof flush door and soild wood chaukhat.
4. Windows: Fully Glazed / Aluminium window
5. Plumbing : All internal GPVC pipes shall be concealed.
6. Toilets: White glazed tiles up to 7ft height with wash basin, shower, WC(I.W.C) in common toilets and white E.W.C in master bedroom, concealed G.I / C.P.V.C pipes with hot and cold water arrangement.
7. Wash Basin: Wash Basin with plumbing connection to be provided in the dining space as well as in the toilets.
8. Electricals: Concealed P.V.C. conduit with copper wiring and standard electrical accessories adequate light power (with outfan , tube and bulb).
9. Finish: All internal wall and ceiling provided with wall putty.

SCHEDULE'E'

[Specifications, amenities, facilities which are part of the project]

1. Foundation : RCC pile foundation, or as per the structural design.
2. Structure: RCC Framed structure, earthquake resistant.
3. Civil work:1st Class brick work in 1:4 ration.
4. External Wall Finishes: surface by sandtex matt/ supersnocem/ weather coat paint.