AGREEMENT FOR SALE

This **Agreement for Sale** is executed and entered into this **th Day February** of **2018 (Two Thousand and Eighteen)** of the Christian Era**.**

RUKMANI BUILDTECH

BY AND BETWEEN

RUKMANI BUILDTECH PRIVATE LIMITED, a company incorporated under Companies Act, 1956 (No.1 of 1956) bearing Certificate of Identity No. **U45400DL2009PTC187152** Year 2008-2009 having its Corporate Office at D-251, 3rd Floor, Laxmi Nagar, New Delhi - 110092 and Patna Office Ektapuram, Bhogipur, Town and District – Patna in the state of Bihar, through its One of the Director **MR. MANAB KUMAR SINGH,** son of Late Pravash Chandra Singh, resident of Village - Dhouri, Post – Rajpur, P.S. – Belhar, District – Banka in the State of Bihar, hereinafter referred to as ***DEVELOPER / BUILDER / VENDOR***, which expression shall unless excluded by or repugnant to the context, deemed to mean and include their legal heirs, successors, assignors, representatives, executors, successors-in-interest. **FIRST PART**. **PAN – AAECR2530D.**

IN FAVOUR OF

MR. ……., Son of Sri ……., Permanent resident of …… District-Nalanda in the state of Bihar, PIN-, Indian Citizen, hereinafter referred to as **"BUYER / PURCHASER"** which expression shall unless excluded by or repugnant to the context, be deemed to include his heirs, executors, administrators, legal representatives, successors-in-interest of the **SECOND PART. .**

WHEREAS, the aforesaid Developer / Builder / Vendor is a company/firm/organization having its primary objective to buy, sell, develop and deal in Land and Building including commercial and residential Apartments, Malls etc. In this connection, the Developer has framed a scheme for construction of a residential complex / Apartment known as **CHHATRAPATI SHIVAJI GREENS** at Ektapuram (Branch Road of Bhogipur), P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar on the land comprising of several flats, parking space etc.

AND WHEREAS, the land on which the Building is to be constructed is fully described in Schedule – A of this deed which is the ancestral property of the land owners namely (1) Mr. Nageshwar Singh Swaraj, son Mr. Sukhdeo Singh and Mr. Sukhdeo Singh, son of Late Saukhi Singh (owner of 1 Acre 35 Decimals land) (2) Mr. Ram Naresh Singh alias Mr. Ram Naresh Sinha, son of Late Saukhi Singh (owner of 64 Decimals land) all resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar which was allotted in the share of the land owners by virtue of a Khangi Partition and since then they came in actual, physical possession as absolute owners and mutated their names vide mutation case No. 417/8 of Year 1998-1999 order Dated 23-06-1998 in the State Serista and paying rent vide Jamabandi No. 181 and 182 to the state of Bihar.

AND WHEREAS, the aforesaid land Owners themselves are interested in getting a multi-storey residential building complex developed as proposed by the builder on the said property and get the agreed share in super built-up area in the complex as consideration for the value of land of the said property.

AND WHEREAS, the aforesaid Developer offered to develop and construct the said residential complex namely "**CHHATRAPATI SHIVAJI GREENS**" at its own cost, a multi-storey building on the said property of the Owners (hereinafter referred to as the said building) and the Owners being desirous of and agreed to get share in flats, parking spaces etc. and other super built up areas of the said building as consideration for part of the said property to the conveyed by the Owners to the Developer or its nominees including a co-operative Housing Society, Firm, Association of persons, Body Corporate etc.

AND WHEREAS, the Land Owners have decided to develop a Multi-Storied Complex through the aforesaid Developer / Builder **RUKMANI BUILDTECH PRIVATE LIMITED,** on the Schedule-A land at the cost of the builder. The Land Owners will get a share of **42%** of total super Built-Up area including car parking spaces, etc. with undivided proportionate share in land as consideration in exchange for the full and final value of the Schedule-A Property and in lieu of Development cost, the Developer will get and to sell remaining **58%** of total super Built-Up area including car parking spaces, etc. with undivided proportionate share in land.

AND WHEREAS, in the ordinary course of its business, Developer framed and launched a scheme to achieve its object the aforesaid developer entered into **a registered Development Agreement Dated 26-07-2012 document has been registered as Deed No. 21421, Token No. 26477, Serial No. 25748 in Book No. 1, Volume No. 401 on pages from 91 to 106 and has been preserved in total 16 pages in C.D. No. 63 / Year 2012 which is Registered at District Registry Office, Patna** in respect of the land fully described in Schedule – A, with (1) Mr. Nageshwar Singh Swaraj, son Mr. Sukhdeo Singh, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar self and constituted attorney of his father Mr. Sukhdeo Singh, son of Late Saukhi Singh, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar vide registered Power of Attorney vide Deed No. 3911, Book No. 4, Volume No. 58, Page No. 20 to 29 and C.D. No. 10 / Year 2012 registered on 18-07-2012 registered at District Registry Office, Patna in the state of Bihar (owner of 1 Acre 35 Decimals land) and (2) Mr. Ram Naresh Singh alias Mr. Ram Naresh Sinha, son of Late Saukhi Singh, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar (owner of 64 Decimals land).

AND WHEREAS, the land on which the Building is to be constructing is fully described in Schedule – A of this deed which is the ancestral property of the land owner namely Mr. Amish Ranjan Singh (owner of 32 Decimals land), son Mr. Saroj Ranjan Sinha, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar and also resident of Mohalla – Bahadurpur, Road No. 13C, P.O. – Rajendra Nagar, P.S. – Bahadurpur, Town and District – Patna in the state of Bihar, which was allotted in the share of the land owner by virtue of a Khangi Partition and since then land owner came in actual, physical possession as absolute owner.

AND WHEREAS, the aforesaid land Owner is interested in getting a multi-storey residential building complex developed as proposed by the builder on the said property and get the agreed share in super built-up area in the complex as consideration for the value of land of the said property.

AND WHEREAS, the aforesaid Developer offered to develop and construct the said residential complex namely "**CHHATRAPATI SHIVAJI GREENS**" at its own cost, a multi-storey building on the said property of the Owner (hereinafter referred to as the said building) and the Owner being desirous of and agreed to get share in flats, parking spaces etc. and other super built up areas of the said building as consideration for part of the said property to the conveyed by the Owner to the Developer or its nominees including a co-operative Housing Society, Firm, Association of persons, Body Corporate etc.

AND WHEREAS, the Land Owner have decided to develop a Multi-Storied Complex through the aforesaid Developer / Builder **RUKMANI BUILDTECH PRIVATE LIMITED,** on the Schedule-A land at the cost of the builder. The Land Owner will get a share of **42%** of total super Built-Up area including car parking spaces, etc. with undivided proportionate share in land as consideration in exchange for the full and final value of the Schedule-A Property and in lieu of Development cost, the Developer will get and to sell remaining **58%** of total super Built-Up area including car parking spaces, etc. with undivided proportionate share in land.

AND WHEREAS, in the ordinary course of its business, Developer framed and launched a scheme to achieve its object the aforesaid developer entered into **a registered Development Agreement Dated 16-11-2013 document has been registered as Deed No. 26055, Token No. 27995, Serial No. 27360 in Book No. 1, Volume No. 571 on pages from 152 to 165 and has been preserved in total 14 pages in C.D. No. 88 / Year 2013 which is Registered at District Registry Office, Patna** in respect of the land fully described in Schedule – A, with Mr. Amsih Ranjan Singh (Owner of 32 Decimals Land), son Mr. Saroj Ranjan Sinha, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar and also resident of Mohalla – Bahadurpur, Road No. 13C, P.O. – Rajendra Nagar, P.S. – Bahadurpur, Town and District – Patna in the state of Bihar.

AND WHEREAS, the land on which the Building is to be constructing is fully described in Schedule – A of this deed which is the ancestral property of the land owner namely Mr. Kantesh Ranjan (owner of 32 Decimals land), son Mr. Saroj Ranjan Sinha, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar and also resident of Mohalla – Bahadurpur, Road No. 13C, P.O. – Rajendra Nagar, P.S. – Bahadurpur, Town and District – Patna in the state of Bihar, which was allotted in the share of the land owner by virtue of a Khangi Partition and since then land owner came in actual, physical possession as absolute owner.

AND WHEREAS, the aforesaid land Owner is interested in getting a multi-storey residential building complex developed as proposed by the builder on the said property and get the agreed share in super built-up area in the complex as consideration for the value of land of the said property.

AND WHEREAS, the aforesaid Developer offered to develop and construct the said residential complex namely "**CHHATRAPATI SHIVAJI GREENS**" at its own cost, a multi-storey building on the said property of the Owner (hereinafter referred to as the said building) and the Owner being desirous of and agreed to get share in flats, parking spaces etc. and other super built up areas of the said building as consideration for part of the said property to the conveyed by the Owner to the Developer or its nominees including a co-operative Housing Society, Firm, Association of persons, Body Corporate etc.

AND WHEREAS, the Land Owner have decided to develop a Multi-Storied Complex through the aforesaid Developer / Builder **RUKMANI BUILDTECH PRIVATE LIMITED,** on the Schedule-A land at the cost of the builder. The Land Owner will get a share of **42%** of total super Built-Up area including car parking spaces, etc. with undivided proportionate share in land as consideration in exchange for the full and final value of the Schedule-A Property and in lieu of Development cost, the Developer will get and to sell remaining **58%** of total super Built-Up area including car parking spaces, etc. with undivided proportionate share in land.

AND WHEREAS, in the ordinary course of its business, Developer framed and launched a scheme to achieve its object the aforesaid developer entered into **a registered Development Agreement Dated 06-02-2014 document has been registered as Deed No. 1586, Token No. 1805, Serial No. 1769 in Book No. 1, Volume No. 34 on pages from 340 to 353 and has been preserved in total 14 pages in C.D. No. 06 / Year 2014 which is Registered at District Registry Office, Patna** in respect of the land fully described in Schedule – A, with Mr. Kantesh Ranjan (owner of 32 Decimals land), son Mr. Saroj Ranjan Sinha, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar and also resident of Mohalla – Bahadurpur, Road No. 13C, P.O. – Rajendra Nagar, P.S. – Bahadurpur, Town and District – Patna in the state of Bihar.

AND WHEREAS, the land on which the Building is to be constructing is fully described in Schedule – A of this deed which is the ancestral property of the land owners namely Mr. Indrajeet Singh (owner of 22.5 Decimals land), Son Late Ram Padarath Singh, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar and Mr. Arvind Kumar Singh (owner of 22.5 Decimals land), Son Late Rajendra Singh, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar, which was allotted in the share of the land owners by virtue of a Khangi Partition and since then land owner came in actual, physical possession as absolute owner and mutated their names in the State Serista and paying rent vide Jamabandi No. 93 and 92 respectevly to the state of Bihar.

AND WHEREAS, the aforesaid land Owners are interested in getting a multi-storey residential building complex developed as proposed by the builder on the said property and get the agreed share in super built-up area in the complex as consideration for the value of land of the said property.

AND WHEREAS, the aforesaid Developer offered to develop and construct the said residential complex namely "**CHHATRAPATI SHIVAJI GREENS**" at its own cost, a multi-storey building on the said property of the Owner (hereinafter referred to as the said building) and the Owner being desirous of and agreed to get share in flats, parking spaces etc. and other super built up areas of the said building as consideration for part of the said property to the conveyed by the Owner to the Developer or its nominees including a co-operative Housing Society, Firm, Association of persons, Body Corporate etc.

AND WHEREAS, the Land Owner have decided to develop a Multi-Storied Complex through the aforesaid Developer / Builder **RUKMANI BUILDTECH PRIVATE LIMITED,** on the Schedule-A land at the cost of the builder. The Land Owner will get a share of **46%** of total super Built-Up area including car parking spaces, etc. with undivided proportionate share in land as consideration in exchange for the full and final value of the Schedule-A Property and in lieu of Development cost, the Developer will get and to sell remaining **54%** of total super Built-Up area including car parking spaces, etc. with undivided proportionate share in land.

AND WHEREAS, in the ordinary course of its business, Developer framed and launched a scheme to achieve its object the aforesaid developer entered into **a registered Development Agreement Dated 09-08-2014 document has been registered as Deed No. 8661, Token No. 9464, Serial No. 9250 in Book No. 1, Volume No. 203 on pages from 87 to 101 and has been preserved in total 15 pages in C.D. No. 31 / Year 2014 which is Registered at District Registry Office, Patna** in respect of the land fully described in Schedule – A, with Mr. Indrajeet Singh (owner of 22.5 Decimals land), Son Late Ram Padarath Singh, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar and Mr. Arvind Kumar Singh (owner of 22.5 Decimals land), Son Late Rajendra Singh, resident of Bhogipur, P.O. – Mitanchak, Present P.S. - Gopalpur, Town and District – Patna in the state of Bihar.

AND WHEREAS, in pursuance of the aforesaid registered Development Agreement Developer prepared a scheme for construction of a multistoried building known as **"CHHATRAPATI SHIVAJI GREENS" of Nine Blocks Block –A,B,C,D,E,F, A1, B1 and G** on the entire land fully described in Schedule – A of this deed**.**

AND WHEREAS, the Developer / Builder has obtained the necessary sanction for multi-storey building on the land measuring 1 Acre 99 Decimals land of Mr. Nageshwar Singh Swaraj, son Mr. Sukhdeo Singh and Mr. Sukhdeo Singh, son of Late Saukhi Singh (owner of 1 Acre 35 Decimals land) and Mr. Ram Naresh Singh alias Mr. Ram Naresh Sinha, son of Late Saukhi Singh (owner of 64 Decimals land) fully described in Schedule – A of this deed from the Certified Architect Namely Sudhendu Ranjan, COA No. CA-2005-37011, Enpanelment No. 37-2009-10 for Patna Municipal Corporation / Nagar Parishad / Nagar Panchayat vide Plan Case No. P/Bhogipur/PRN/B+G+7 accorded under provision of section 314 of Bihar Municipal Act, 2007 of Six Blocks Block –A,B,C,D,E and F and Developer / Builder also marked as Six Blocks Block –A,B,C,D,E and F.

AND WHEREAS, the Developer / Builder has obtained the necessary sanction for multi-storey building on the land measuring 64 Decimals land of Mr. Amish Ranjan Singh, son of Mr. Saroj Ranjan Sinha (owner of 32 Decimals land) and Mr. Kantesh Ranjan (owner of 32 Decimals land), son Mr. Saroj Ranjan Sinha fully described in Schedule – A of this deed from the Certified Architect Namely Sudhendu Ranjan, COA No. CA-2005-37011, Enpanelment No. 37-2009-10 for Patna Municipal Corporation / Nagar Parishad / Nagar Panchayat vide Plan Case No. P/Bhogipur/PRN/B+G+6-02-06-12-12 accorded under provision of section 314 of Bihar Municipal Act, 2007 of Two Blocks Block –A and B and Developer / Builder marked as Two Blocks Block –A1 and B1.

AND WHEREAS, the Developer / Builder has obtained the necessary sanction for multi-storey building on the land measuring 45 Decimals land of Mr. Indrajeet Singh (owner of 22.5 Decimals land), Son Late Ram Padarath Singh and Mr. Arvind Kumar Singh (owner of 22.5 Decimals land), Son Late Rajendra Singh fully described in Schedule – A of this deed from the Certified Architect Namely Sudhendu Ranjan, COA No. CA-2005-37011, Enpanelment No. 37-2009-10 for Patna Municipal Corporation / Nagar Parishad / Nagar Panchayat vide Plan Case No. P/Bhogipur/PRN/B+G+6-4-12-12-12 accorded under provision of section 314 of Bihar Municipal Act, 2007 of One Block Block –G and Developer / Builder also marked as One Block Block –G.

AND WHEREAS, the Land owner and the Developer / Builder has distributed their respective shares as per the aforesaid Development Agreements and the property fully described in Schedule-B of this deed has been allotted in the shares of the Developer / Builder.

AND WHEREAS, Buyer have inspected and / or otherwise satisfied himself about the title of the said Developer / owner to said property and about the right, entitlement and interest of the Builder to plan, construct and sell the aforesaid building complex **"CHHATRAPATI SHIVAJI GREENS"** and the Buyer is also aware of the fact that the Builder has entered and/or are entering into separate agreement with several other persons and/or parties who are interested in acquiring the proposed flats, parking space etc. in the said **"CHHATRAPATI SHIVAJI GREENS"**.

AND WHEREAS, aforesaid Purchaser / Buyer applied for allotment of the property fully described in SCHEDULE - B of this deed in the said **"CHHATRAPATI SHIVAJI GREENS"** to be constructed on the said land fully described in Schedule – A of this deed**.**

AND WHEREAS, the said company allotted the property fully described in SCHEDULE - B of this deed of the proposed **"CHHATRAPATI SHIVAJI GREENS"** to the aforesaid Purchaser through Allotment Letter of the Company.

NOW THEREFORE THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Builder / First Part shall construct a building complex known as **"CHHATRAPATI SHIVAJI GREENS"** on the said land completely described in Schedule 'A' of this deed in terms / mode of the scheme as framed by the builder which is completely described in Schedule "D" of this deed.

2. The Buyer / Second Part hereby agrees to purchase a Flat in the said **"CHHATRAPATI SHIVAJI GREENS" (**location of the flat i.e. Flat No., Floor etc., its area and other specification of the flat is completely described in Schedule "B" of this deed) along with car parking (hereinafter jointly referred to as the "SAID UNIT") from the Builder / First Part for a total consideration money as mentioned in PART – I of the Schedule 'C' of this deed.

2.1 The Builder / First Part agrees to transfer the SAID UNIT as described in Schedule "B" of this deed in favour of Buyer / Second Part on payment of the consideration money as mentioned in Part – I of the Schedule "C" of this deed.

3.1. The total consideration money as mentioned in Part – I of the Schedule "C" of this deed for purchase of the said flat has been calculated on the basis of approximate Super-Built-Up Area but still, both part understand and admit that there is possibility of some difference in the area as mentioned in Schedule "B" and the actual area that shall be measured at the time of final measurement at the time of the construction of building. However, in any such case the difference in consideration amount shall be adjusted / payable accordingly. Both part (First and Second) hereby agrees that the certificate of the architect shall be final and binding on both part (Buyer and the builder) in case any ambiguity found in the calculation and measurement of area of the SAID UNIT.

3.2. The total consideration money as described in Part – I of Schedule "C" of this deed shall be paid by the Second Part / Buyer to the First Part / Builder precisely in the manner as specified in Part – II of Schedule "C" of this deed. Second Part / Buyer also agrees to make all payments only by crossed A/C Payee Cheque or Pay Order of Demand Draft drawn on any bank in Patna in favour of the First Part / Builder, Cash payment shall not be accepted.

3.3. In case any service tax, sales tax, purchase tax, or any other Government Duties or Tax either being newly introduced (not being Income Tax) is imposed and is payable in relation to the Said Property, the same shall only be borne by Second Part / Buyer, who hereby agrees to pay all such taxes and duties the Buyer further agrees and undertakes to keep the builder indemnified against any such claim or demand that may be made by any authority.

4. It is agreed that the Second Part / Buyer shall make timely payment of all amounts under this agreement whether demanded or not by the First Part / Builder. In case of failure in making timely payment of any amount, the Buyer / Second Part shall pay to the Builder / First Part an interest of 18% per annum compounded every six month on all the amounts which become due and payable by Second Part / Buyer. In case the Second Part / Buyer even fail to pay the interest, the agreement shall stand cancelled without notice and Second Part / Buyer shall neither claim to have the SAID UNIT nor the money already paid.

5. As soon as the SAID UNIT as agreed above is ready, the First Part / Builder shall notify the Second Part / Buyer.

5.1. It is further agreed that within 15 days of the date of issuance of the notice by First Part / Builder to the Second Part / Buyer, the Buyer shall take possession of the SAID UNIT after making full payment and clearing all the dues, if any.

5.2. The Second Part / Buyer for the purpose of clause 5.3 shall be deemed to have taken possession of the SAID UNIT on the 15th day of the date of issuance of notice as aforesaid (and such 15th day shall be hereinafter referred as "the date of possession") irrespective of whether the Second Part / Buyer takes actual physical possession thereof or not.

5.3. That after the date of Delivery of Possession and/or "The Date of Possession" of the said unit to the Buyer, whichever is earlier, the same shall be at the risk and responsibility of the Second Part / Buyer.

5.4. It is agreed that if, even after "THE DATE OF POSSESSION" the Second Part / Buyer fails to make full payment and clear all the dues as aforesaid and demands the delivery of possession of the SAID UNIT, the First Part / Builder shall be entitled to reject the request and terminate this agreement and sell the said unit at the entire risk and cost of the Buyer and the Buyer shall be liable to pay full costs, charges and expenses that may be incurred by the builder in connection with such sale as agreed in clause 4 above.

6.1. After occupation, the Second Part / Buyer shall not use the said unit for any purpose other than for residential purpose only for which the SAID UNIT is being purchased. The Second Part / Buyer shall keep the common area and the compound of the SAID UNIT and the said complex neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep or store any personal stuff woods, furniture, etc., in common spaces, entrance, stair case etc., nor shall use the same or the SAID UNIT for any illegal or immoral purpose or in any such manner which may cause annoyance or disturbance to the neighbors or Buyer of other units in the building or the complex.

6.2. The fitting, fixture and amenities to be made and provided by the First part / Builder shall generally conform to the specification detailed in Schedule 'D' hereunder or as may be and/or amended by the architects. It is being agreed that after the Date of Possession and/or Delivery of Possession whichever be earlier, the Buyer shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.

7. From the Date of Possession as explained in Clause 5.3 above and until transfer of the management of the said complex to the Co-operative Housing Society/s or Limited Company/s or Association/s or here after stated the Buyer agrees and undertakes to pay to the builder regularly and punctually whether demanded or not all times his proportionate share of maintenance charge, municipal rates and taxes on the basis of the municipal assessment and or all the outgoing calculated either on actual or in case the actual amount is not available on such reasonable estimated amount in respect of the said unit including all rates, taxes, dues, duties imposition, out going, burden, water charges, insurance premium, common lights charges, repairs, salaries of employees (bill collector, chowkidar, sweeper, etc.) and all other expenses of an incidental to the management and maintenance of the said complex as may be determined or fixed by the builder. The Buyer agrees and undertakes to pay to the builder the aforesaid proportionate share as may be fixed or determined by the builder every month regularly and punctually on or before the 7th day of month for which the same are due and payable and shall not withhold the same for any reason whatsoever.

7.1 The Purchaser will pay a one time cost of ₹70,000/- to ₹1,00,000/- as non refundable security deposit for maintenance before execution and registration of Deed of Absolute Sale to the builder to facilitate maintenance of the building.

7.2. In default of such payment.

(A) The Second Part / Buyer shall be liable to pay interest 24% per annum compoundable every six month from the date of the default upto the date of payment. In case the Second Part / Buyer fails to make payment as schedule and not even pays the interest of 24% per annum, the agreement shall stand cancelled without issuing any notice and the Second Part / Buyer shall have to right to claim either the SAID UNIT or the part of consideration money already paid.

(B) The First Part / Builder in addition to its rights to claim and recover interest shall be at liberty to withdraw all utilities and facilities including electricity, water and other amenities to the said unit until such time the Second Part / Buyer makes payment of such proportionate charges together with all outstanding interest.

7.3. Until such time the transfer on management of the said complex to a Co-operative Housing Society or Limited Company or Association is done; the Second Part / Buyer irrevocably agrees to abide by all the rule and regulations framed or to be framed at any time to time to time by the builder and generally do all and every act that, the builder may call upon the Second Part / Buyer to do in the interest of the building and/or the complex and the Buyer of other units in the building and/or the said complex.

7.4. The Second Part / Buyer further covenants and agrees that if the Buyer is found to be habitual defaulter in payments of proportionate share in the common expenses detailed in above or if the Buyer in any way fails to perform and observe and of the stipulations on the Buyer's part to be observed or performed. The builder after giving warning or warnings as the builder may deem fit, may enter upon and resume possession of the said unit agreed to be acquired hereunder and everything whatsoever thereon and this agreement shall automatically cease and stand terminated and deposit money or money already paid by the Buyer to the builder shall absolutely forfeited to the builder and right, title and interest of possession and enjoyment of the said unit and shall be liable to immediate adjustment as a trespasser and the builder shall be entitled to sell of the said unit at the risk and cost of the Buyer and after adjusting full costs, charges and expenses incurred in connection with such sale and interest @24% per annum and 18% of the said sale price towards service charges, the balance shall forfeited.

8. The Second Part / Buyer shall carry out all internal repairs of his said unit agreed to be acquired by him at his cost and maintain it in good condition and shall observe all the rules and by-laws of the Municipal Corporation and shall not do or suffer to be done anything in or upon the said unit or the said building or the said complex which may be against the rules and bye-laws of the corporation, or any other local authorities and the Buyer shall be responsible to Municipal Corporation, and/or any other local authorities for anything done in connection with the said unit and/or the said building and/or the said complex and shall be liable for the consequence thereof. The Buyer shall also always keep the builder indemnified formally losses and payments which the builder may here to suffer or have to pay on the Buyer's behalf at any time in future.

9. The builder shall have the first charges and lien on the said unit to be acquired by the Buyer in respect of any amount liable to be paid by the Buyer under the terms and conditions of this agreement and the Buyer shall not sublet, transfer, assign, sell part with possession or in any way dispose of the said unit or his interest therein or there under without prior written consent of the builder to be obtained by the Buyer giving thirty days notice in writing to the builder.

10. Not withstanding anything to the contrary elsewhere herein contained the builder may at its option and on receipt of full consideration for all the flats and parking spaces etc. From a Co-operative Hosing Society/s or Limited Company/s or Association/s of the Buyer of all such flats etc. in such event.

(A) The Buyer agrees to become a member of such Co-operative Housing Society/s, or Limited Company/s or Association/s.

(B) The Buyer shall pay for entrance fees and/or face value of the shares of such Co-operative Housing Society/s, or Limited Company/s or Association/s as may be allotted or registered in the name of the Buyer. The Buyer also agrees to pay proportionate costs, charges and expenses relating to and or incidental to the formation of such Co-operative Housing Society/s, or Limited Company/s or Association/s.

(C) The Buyer shall have no right, title or interest of any nature whatsoever in the common area say for the purpose of ingress and egress, right of easements, common right of use and enjoyment.

(D) All amounts paid and/or to be paid herein by the Buyer to the builder shall duly be paid and be deemed to be the payments towards the proportionate land value and construction costs of the said complex.

(E) The Buyer also agrees and undertakes to sing all the necessary document required for the purpose of formation and/or registration of such Co-operative Housing Society/s, or Limited Company/s or Association/s.

10.1. For the purpose of formation of Co-operative Housing Society/s, or Limited Company/s or Association/s, the Buyer both hereby nominates, constitutes and appoints the builder as its true and lawful attorney to do all acts, deeds and things as may be necessary for the same and agrees to grant such other powers and/or authorities in favour of the builder as may from time to time be required by the builder on behalf of Buyer.

10.2. The Buyer hereby agrees to observe and perform all rules and regulations which said Co-operative Housing Society/s, or Limited Company/s or Association/s may adopt at its inception and from time to time and at all times for protection, maintenance, observing and confirming to the building rules, the municipal bye-laws and regulations in force and for strict observance of the various stipulations and conditions laid down by the said Co-operative Housing Society/s, or Limited Company/s or Association/s relating to the use and occupation of the said complex.

10.3. In the event of the Co-operative Housing Society/s, or Limited Company/s or Association/s being formed and registered before the sale and disposal by the builder of all the units including parking spaces in the said complex. The posers and authorities of the said Co-operative Housing Society/s, or Limited Company/s or Association/s so formed shall be subject to the over all authority and control of the builder in any of the matters concerning all the buildings in the said complex the construction and completion thereof and all amenities appertaining to the same and in particular the builder shall have absolute authority and control as regards the unsold units and the disposal thereof and the Buyer whether directly or through the Co-operative Housing Society/s, or Limited Company/s or Association/s shall not entitled to object to the builder exercising such right.

10.4. The Buyer hereby further agrees and covenants with the builder that all the rights, title and interest of the builder under this agreement shall pass over to the said Co-operative Housing Society/s, or Limited Company/s or Association/s from the date or dates from which builder specifically transfer such rights; title and interest under this agreement. It is specifically understood and agreed that in order to safeguard its interest, the builder may at its sole discretion transfer such rights, title and interest in part or parts of different stages and on different dates.

11. The builder covenants with the Buyer that the construction of the said building shall be completed by **may, 2019** with a grace period of six months provided however, that the time for completion shall be deemed to have been extended in the event of non-availability of building material or delay in receipt of installments of the consideration amount from the Buyer or Buyer of other units and/or delay due to any reason beyond the control of the builder and "FORCE MAJEURE".

11.1. Say as provided herein, if the builder is not able to give possession of the said unit to the Buyer on the above account or on account of any reasonable cause the Buyer shall not be entitled to any damage whatsoever, but he entitled to receive back the entire money paid by him to the builder towards consideration of the said unit together with simple interest thereon calculated at the rate of 24% annum from the date of such payment or payments until the date or repayment by the builder.

12. The Buyer shall at no time demand partition of his interest if any, in said land, the said building and the said complex or in any part thereof. It being hereby agreed and declared by the Buyer that his interest in the said land, the said building and the said complex is impartible.

12.1. The Buyer covenants with the builder and though them with the Buyer of the other units that he shall not ever demolish or cause to be demolished any part of the said building or any part of portion of the other buildings nor shall be at any time make or cause to be made any new construction of whatsoever nature in such complex or in the said building or any part thereof. The Buyer further convenants that he shall not make any additions or alternations to the said unit, without the previous consent in writing of the builder or the said Co-operative Housing Society/s, or Limited Company/s or Association/s when formed.

12.2. The Buyer hereby undertake and agree that he will not do any act, deed or thing whereby the construction of the said complex including the said building and the said unit be delayed or impeded in any manner whatsoever.

13. The Buyer shall have no claim safe and except in respect of the said unit hereby agreed to be acquired and detailed and explained in the Schedule 'B' hereunder given. It being agreed that common spaces, open spaces, lobbies, stair case, roof and/or terraces of all the building and unsold units etc. in the said complex shall remain the exclusive property of the builder.

14. All costs, charges and expenses in connection with formation of said Co-operative Housing Society/s, or Limited Company/s or Association/s as the case may be as well as the costs of the preparing, executing and registering of the Agreement, Conveyance, Transfer Deeds and the other documents required to be executed by the builder and also the professional costs of the attorneys of the builder for preparation and approving such documents and also the stamp duty applicable at the time of conveyance, shall be borne and paid proportionately by the Buyer and that the builder shall not be liable to contribute anything towards such expenses. The expected proportionate share of such costs, charges and expenses shall be payable in advance by the immediately on demand being made by the builders on that behalf.

15. Any delay or indulgence by the builder in enforcing the terms of this agreement of any forbearance of giving of time by the builder to the Buyer shall not construed as waiver on the part of the builder of any breach or noncompliance of any of the terms and conditions of this agreement by the Buyer nor shall the same in any manner prejudice or limit the right of the builder.

16. In case at any time hereafter and before or after the completion of transfer hereunder the land and/or any of the buildings thereon or any unit therein or any part thereof (complete or incomplete) be acquired by the Government or any other statutory authority under any law for the time being in force due to any reason whatsoever, then and in such event the compensation money shall be exclusively receivable by the builder for which purpose the Buyer hereby irrevocably appoints the builder as his true and lawful attorney to claim and receive all such compensation moneys.

17. In case the building or the unit be requisitioned, then and in such event, the transfer hereunder shall be subject to such requisition and otherwise the terms hereof shall remain unaffected and the Buyer shall pay to the builder all amounts payable hereunder and shall be entitled to the rent or compensation and all other benefits receivable under such requisition.

18. In case the Buyer has observed and has strictly followed all the terms and conditions of this agreement, and gives a written notice to cancel this agreement, then in that event the builder shall cancel this agreement and after deduction 2% of the total consideration amount for the said unit from the amount received from the Buyer within 120 days from the date of such cancellation. However, the Buyer shall be entitled to exercise this option within a period of six months from date of this agreement whereafter this clause shall automatically be deemed to have become inoperative and enforceable.

19. After the date of delivery of possession and/or "the deemed date of possession" of the said unit to the Buyer, whichever be earlier, the same shall be at the risk and responsibility of the Buyer and the Buyer shall be liable to pay Holding Charges @ ₹6/- per Square Feet Per month to the developer for the period the Buyer does not take the actual possession of the unit.

20. That after the Buyer takes possessions of the flat or units he shall give notice to the builder as well as the owner through the builder for execution and registration of the sale deed and in the event the owner and the builders hereby agrees to execute and register the sale deed on the fixed date however all the cost and charges for preparation of sale deed and registration of the same would be borne by the Buyer.

21. The Company shall have the right to construct and portion or put up additional structure on such roof and/or the construction shall be the sole and exclusive property of the company who shall be entitled to deal with or dispose of in such manner as company may deem expedient the Buyer shall not be entitled to raised or nor shall raise or create any obstruction or hindrance of any nature whatsoever on such right of the company nor Buyer shall claim any right, title and interest in such additional structure or raised on such roof/terrace/ parking space or vacant land in the said complex. The roof of the Building shall be exclusive property of the company and the Buyer shall be not creating any hindrance of any nature about the roof of the building.

22. The Buyer irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and form time to time by the company of society and generally do all and every act that the company or society may call upon the Buyer to do in the best interest of the Building and/or complex and the Buyer of other Flat in the Building and/or the said complex.

23. The Buyer further agrees and undertakes that the Buyer shall always be bound to sign all papers and documents and to do all other things as the company may require from the Buyer form time to time on behalf of safe guarding the interest of the company and Buyer of the other Flat in the said building.

24. The Buyer hereby agree that the company shall be entitled to create equitable or any legal mortgage of the land and building in the said complex either in full or in part for obtaining loan itself from any bank or institutions or any third party for the purpose of construction of the said building and/or the said complex for arranging loan for the Buyer of the other Flat in the said complex.

25. In case any security or deposit is demanded by electricity authority Municipal authority or any other local authority or supply of electricity, water gas, or another facility or utility or amenity, shall be determined by the society to be proportionate share born by the Buyer.

26. That if the Developer entered into any Development Agreement to develop the land or purchase the plot to construct the multi-storeyed complex on adjoining of this property, Developer can do so and shall use the common passage / area of this complex as the approach road in the other complex constructed or to be constructed in future by the Developer and the Developer shall have right to extension the said passage in the building as a approach road of other project constructed or to be constructed in future.

27. That the income gained from commercial / any type of use of common area, common roof or from any other common area related to the proposed building shall be distributed proportionally between the Land Owner and the Developer. None of the Flat / Unit Purchaser/s or any one shall be entitled for any share out of the said income.

28. Builder reserve the right to cancel the booking in case of unavoidable circumstances.

29. In case any dispute or differences arises :

(A) Before the Delivery of Possession and/or the Date of Possession between the builder and the Buyer relating to the interpretation of any of the terms and conditions of this agreement, then the same be referred of the arbitration. Such arbitration shall take place in accordance with the provision of the arbitration act, 1940.

(B) After the Delivery of possession and / or the Date of possession in matter not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the Buyer and any employees of the builder or to the nominee or nominees of the builder. Such arbitration shall take place in accordance with the provisions of the arbitration act, 1940 and shall be final and binding upon all.

30. For electrical connection in the said flat will be extra charge per flat / per meter.

31. All other agreements and / or agreements here to before made and which are in any ways contradictory to or consistent with this agreement shall have not effect.

32. Any legal matter in the event of any disputes or confusion between the Purchaser and builder will fall within the jurisdiction or court of Patna only.

THE SCHEDULE - A HEREIN ABOVE REFERRED TO:-

(Description of land on which **"CHHATRAPATI SHIVAJI GREENS"** shall be constructed)

All that piece and parcel of land measuring **3 Acre 06 Decimals** situated at **Branch Road of Bhogipur Known as Ektapuram**, **Survey P.S. – Phulwari Sharif thereafter P.S. – Gaurichak at present P.S. – Gopalpur, Town and District – Patna in the State of Bihar**. The Land bearing **Mauza - Bhogipur, Thana No. 104 (One Hundred and Four), Tauzi No. 19 (Nineteen)** within the limit of Patna Municipal Corporation / Patna Regional Development Authority (Now Dissolved) within the jurisdiction of Sub Registry Office – Phulwari Sharif, District Registry Office – Patna and entire land is Khata No., Cadastral Survey Plot No., Boundary as follows ***:-***

Khata No.	Cadastral Survey Plot No.	Area (Acre-Decimals)
33 (Thirty Three)	307 (Three Hundred and Seven)	01 – 08

- : BOUNDARY : -

NORTH : - Cadastral Survey Plot No. 308.
SOUTH : - Cadastral Survey Plot No. 306.
EAST : - Part of Cadastral Survey Plot No. 308 and 306.
WEST : - Branch Road.

Khata No.	Cadastral Survey Plot No.	Area (Acre-Decimals)
29 (Twenty Nine)	306 (Three Hundred and Six)	0 – 27

- : BOUNDARY : -

NORTH : - Cadastral Survey Plot No. 307.
SOUTH : - Cadastral Survey Plot No. 305.
EAST : - Cadastral Survey Plot No. 307.
WEST : - Part of Cadastral Survey Plot No. 306.

Khata No.	Cadastral Survey Plot No.	Area (Acre-Decimals)
33 (Thirty Three)	307 (Three Hundred and Seven)	0 –64

- : BOUNDARY : -

NORTH : - Cadastral Survey Plot No. 308.
SOUTH : - Branch Road.
EAST : - Part of Cadastral Survey Plot No. 307.
WEST : - Part of Cadastral Survey Plot No. 303, 305, 306 and 307.

Khata No.	Cadastral Survey Plot No.	Area (Acre-Decimals)
33 (Thirty Three)	306 (Three Hundred and Seven)	00 – 32

- : BOUNDARY : -

NORTH : - Part of Cadastral Survey Plot No. 308.
SOUTH : - Branch Road.
EAST : - Part of Cadastral Survey Plot No. 307.
WEST : - Part of Cadastral Survey Plot No. 307.

Khata No.	Cadastral Survey Plot No.	Area (Acre-Decimals)
33 (Thirty Three)	307 (Three Hundred and Seven)	00 – 32

- : BOUNDARY : -

NORTH : - Survey Plot No. 308.
SOUTH : - Branch Road.
EAST : - Part of Cadastral Survey Plot No. 307.
WEST : - Part of Cadastral Survey Plot No. 345.

Khata No.	Cadastral Survey Plot No.	Area (Acre-Decimals)
29 (Twenty Nine)	306 (Three Hundred and Six)	0 – 45

- : BOUNDARY : -

NORTH : - Cadastral Survey Plot No. 307.
SOUTH : - Cadastral Survey Plot No. 305.
EAST : - Part of Cadastral Survey Plot No. 306.
WEST : - Branch Road.

THE SCHEDULE - B ABOVE REFERRED TO

(Description Of The Property Under this Agreement For Sale)

All that residential **FLAT NO…..** on the **SECOND FLOOR** in the building known as **"CHHATRAPATI SHIVAJI GREENS" (BLOCK-…….)** having a super Built-Up area of **…… (……t) Square Feet** (Approximately) consisting **4 (Four) Bed Rooms, 1 (One) Kitchen, 1 (One) Drawing cum Dining Hall, 2 (Two) Toilets and 2 (Two) Balconies** with **ONE RESERVED CAR PARKING SPACE FOR FLAT NO. ….. share in the land,** common assets and common area including all amenities, fittings and fixtures situated at **Branch Road of Bhogipur Known as Ektapuram**, **Survey P.S. – Phulwari Sharif thereafter P.S. – Gaurichak at present P.S. – Gopalpur, Town and District – Patna in the State of Bihar**. The Land bearing **Mauza - Bhogipur, Thana No. 104 (One Hundred and Four), Tauzi No. 19 (Nineteen), Khata Nos. - 29 (Twenty Nine) and 33 (Thirty Three), Part of Cadastral Survey Plot Nos. 306 (Three Hundred and Six) and 307 (Three Hundred and Seven),** within the limit of Patna Municipal Corporation / Patna Regional Development Authority (Now Dissolved) and within the jurisdiction of Sub Registry Office – Phulwari Sharif, District Registry Office – Patna and the same is bounded as follows:-

BOUNDARY OF THE FLAT

NORTH	**:**	Open Space of the Apartment
SOUTH	**:**	Flat No.A1-204.
EAST	**:**	Flat No.A1-202.
WEST	**:**	Open Space of the Apartment

Note – Government Valuation is mentioned at M.V.R. Code – 156.

PART : I OF THE SCHEDULE - C ABOVE REFERRED TO

Total consideration for transfer of the property fully described in SCHEDULE - B of this deed shall be **₹……/-** (Rupees …….. Only and GST, all types of taxes / duties Extra.

PART: II OF THE SCHEDULE 'C' ABOVE REFERRED TO

Total consideration amount for the property fully described in SCHEDULE - B of this deed is …… **₹……../-**

Payment received till date is ..... **₹ ……../-**

Balance payment on date is …… **₹ ……/-**

Balance amount payable as follows:-

10% at the time of Booking**.**
10% After completion of piling**.**
10% After completion of 1st Roof Casting**.**
10% After completion of 2nd Roof Casting**.**
10% After completion of 3rd Roof Casting**.**
10% After completion of 4th Roof Casting**.**
10% After completion of 5th Roof Casting**.**
10% After completion of Brick Work of Respective Flat.
10% After completion of Plaster of Respective Flat.
5% After completion of Flooring of Respective Flat.
5% and all types of dues and Taxes before one month of Possession.

SCHEDULE - D

STANDARD SPECIFICATIONS OF APPARTMENT

- **Structure :** Earthquake resistant R.C.C. Frame.
- **Flooring :** Glazed Tiles, combination of paint and Granite / Glaze tiles in lift lobby.
- **Internal Walls :** POP/OBD/Premium Acrylic Emulsion / texture / Weather Coat.
- **External Walls :** Combination of Exterior tiles and Superior texture / Weather Coat Paint.
- **Doors :** Hardwood frame, Flush Door with both side laminates.
- **Windows :** Aluminum / Wood frames with tinted glasses.
- **Kitchen :** Granite / Marble top, Stainless Steel Sink, Glaze tiles on wall.
- **Toilet :** Glaze tile on walls upto door level, imported sanitary ware with EWC, CP fittings.
- **Electrical :** Concealed copper wiring, modular switches.
- **Lift :** 6 Passenger elevators of OTIS/Kone/Schneider/ Equivalent.

STANDARD FEATURES & AMENITIES OF APPARTMENT

- 24X7 Gated Security.
- Fire protection system.
- High-Speed automatic lifts with intercom facility.
- Uninterrupted water supply.
- Spacious wide balconies.
- Power backup for common utilities.
- Outdoor play area for children.

NOTES: All specifications, dimensions, and layouts are subjected to such variations / additions / alterations and modifications as decided by the architects / promoters or by competent authority.

IN WITNESSES WHEREOF, the above named ***Developer/Builder*** and the ***Purchaser/Buyer*** have put their respective signatures on this deed after going through the contents of the documents and fully understanding the implications of the transaction on this **th Day** of **February, 2018** in presence of the below noted attesting witnesses.

WITNESSES:

1.

2.

SIGNATURE OF THE BUILDER

SIGNATURE OF THE PURCHASER/BUYER

This **Deed of Agreement for sale** is drafted by me as per the instructions and Documents provided by the aforesaid Builder and Purchaser / Buyer.

Typed By: -

Rajesh Kumar (Advocate)
Enrollment No. 337/12
Patna High Court, Patna