(Agreement for Sale-Flat)

THIS AGREEMENT made at Patna on ….. day of …….. in 2017.

SHREE SHYAM DISTRIBUTORS (CONST. DIV.) Represented through its Proprietor Shri Dhruv Prasad Murarka S/o Late Durga Prasad Murarka, having its office at G-7, Shashi Complex, Exhibition Road, P.S.- Gandhi Maidan, Patna, Indian Citizen, hereinafter called the **"DEVLOPER "**, which expression shall, unless repugnant to the context or meaning there to, mean and include its executors, administrators, legal representatives successor/s in office and/or assigns of the **ONE PART..**

Sign. of Executant

AND

(1) ……Aadhar no.-----W/o …….. R/O-…., P.O.-……, District-… in the State of Bihar, Indian Citizen, hereinafter called the VENDEE / BUYER / PURCHASER which expression unless repugnant to the Context shall mean and include her/his heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the OTHER PART.

DEFINITIONS:

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
(b) "Appropriate Government " means the state Government.
(c) "Rules" means the Bihar state Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2017.
(d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2017.
(e) "Section" means a section of the Act.

AND WHEREAS, the Vendor/Developer has entered into **3 registered Development agreements** for the Scheduled land vide bearing **Deed No.17626 & 17628,** dated -21-05-2013, Book No.1, Volume No. 385, C.D. No.60, token no. 18725 & 18721, And **Deed No.3352,** dated -26-03-2014, Book No.1, Volume No. 77, C.D. No.12, token no. 3956, Registered at District sub Registrar Office, Patna, .from **(1) Amrendra Kr.Singh, (2) Madhvendra Singh (3) jai narayan Singh, (4) Narayan Singh (deed No.17626) (5) Satyendra Kr.Singh,(6) Devendra Kr.Singh (7) Amrendra Kr.Singh, (8) Madhvendra Singh (deed No.17628) and (9) Manoj Kr.Singh (Deed No.3352)** all R/o Mahadewa Road,Siwan,P.S.& P.O.-Siwan District- Siwan,

AND WHEREAS, P.M.C./PRDA (Dissolved) has accorded permission for Construction of Residential Building and after obtaining the permission Vide Plan Case no.211/16-17a new Building is being Constructed on the said land by **SHREE SHYAM DISTRIBUTORS (CONST. DIV.)**, Patna in the name Style of

shree shyam **"KAMLA VIHAR"** hereinafter referred to as the 'BUILDING'

Comprising several Flats/Parking etc.

The promoter has registered/applied for registration the project under the provisions of the Act with the State of Bihar Real Estate Regulatory Authority at……on ……under registration/application no…….

AND WHEREAS, the Buyer has also inspected and/or otherwise satisfied himself about the building plans and is desirous of acquiring a Unit in the said complex upon the terms and conditions hereinafter mentioned.

1. The ALLOTTEE(S) has understood and has agreed to abide by the terms and conditions as set out in the application form for the allotment by sale of Unit in the APARTMENT/BUILDING COMPLEX and accordingly the DEVELOPER has allotted a **Unit no…….. on …… measuring …… sq.ft. approx**. and Terrace Area….. Sqft. approx. These areas are tentative and are subject to change for which Allotee has given his/her/its Consent till the final completion of the Building with an exclusive right to use of **open/covered parking space**..

2. The DEVELOPER has allowed the inspection of various approvals granted by various authorities in favour of the licensees, tentative building plans, ownership record of the SCHEDULED PROPERTY and all other documents relating to the title and rights of DEVELOPER to construct the shree shyam **"KAMLA VIHAR"** on the SCHEDULED PROPERTY. The ALLOTTEE(S) has agreed that he/she is fully satisfied of the title and rights of DEVELOPER and also rights of the DEVELOPER to enter into this Agreement and acknowledges that the DEVELOPER has readily provided all information/clarification required by him/her as required by REAL ESTATE(REGULATION AND DEVELOPMENT) ACT,2016. The maintenance services to be provided to the ALLOTTEE(S) have been mentioned in the facility management agreement and the Allottee(s) has also perused and agreed to the same.

3.The ALLOTTES(S) has confirmed to DEVELOPER that he/she/they is/are entering into this agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the aforesaid shree shyam **"KAMLA VIHAR"** in general and the said building/block in particular and is aware of the terms and conditions contained in this agreement and that he/she/they has /have clearly read and understood his/her/their rights duties, responsibilities, obligations under

each and all the clauses of this agreement and the obligations of DEVELOPER and has relied solely on his/her own judgment and investigation in deciding to enter into this agreement and purchase the said Unit (having specifications set out in Schedule to this agreement and this agreement alongwith Facility Management agreement and Allotment Form is self contained and complete in itself in all respects.

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4.That both the PARTIES relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in this agreement and also the Facility Management agreement and Allotment Form and are now willing to enter into this agreement on the terms and conditions contained herein.

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

1. The Allotee agrees to acquire from the DEVELOPER the said Unit hereinafter referred to as the " said unit more fully described in the schedule "B" hereunder at or for a total consideration as mentioned hereunder written and the DEVELOPER has agreed to transfer the same in favor of Buyer at the said Consideration.

The Total Price for the Unit based on the carpet area is Rs. (Rupees……only.

Cost of Flat:
Cost of exclusive Balcony or Verandah areas:
Cost of open terrace areas:
Proportionate cost of common areas:
Preferential location charges:
Taxes: As applicable by Law
Maintenance deposit/charges:
Amenities Charges: (Club House, Swimming Pool,Joggers Track etc)

[AND] [if /as applicable]

Garage/Covered parking -1	**Price for 1**
Garage/Covered parking -2	**Price for 2**
Total price (in rupees)	

4. IN case any sales tax, Goods & services tax, purchase tax or any other government duty or tax (not being income-tax) is payable in relation to the said unit/building the same shall be on the account of Buyer who further agrees and

undertakes to keep the DEVELOPER indemnified against any such claim or demand that may be made by any authority.

5. THE Buyer shall make timely payment of all amounts under this agreement whether demanded or not by the DEVELOPER, in default of payment of payment of any amount in time, Buyer shall pay to the Developer interest at the rate of 18% per annum compounded every month on all the amounts which become due and payable by Buyer to the Developer under the terms of this agreement, calculated from the date the said amount becomes payable of the Buyer to the Developer up to the date of payment. Provided that payment of interest shall not prevent the right of cancellation of this agreement by the Developer on account of any default committed by Buyer in payment of any amount payable by the Buyer to the Developer on due date. It is specifically agreed that time for payment of the consideration amount by the Buyer to the Developer as set out schedule-C hereunder written, shall be the essence of this agreement.

5.1 The Allottee(S) has entered into this agreement on the condition that out of the amount(s) paid/payable by him/her towards the Sale Price , the Developer shall treat 10% of the Sale Price as Earnest money/Advance Payment to ensure fulfillment by the Allottee(s) of the terms and conditions as contained in the application, Facility Management agreement and this agreement.

5.2 The Allottee(s) hereby authorizes the Developer to forfeit out of the amounts paid/payable by him/her the Earnest Money as aforementioned together with the processing fee, any interest paid, due or payable or any other amount of a non-refundable nature in the event of the failure of the Allottee(s) to make timely payments.

The Allottee(s) agrees that the conditions for forfeiture of Earnest money alongwith other amounts as stated above shall remain valid and effective till the execution and registration of the conveyance deed for the said Unit and that the Allottee(s) hereby authorize the Developer to effect such forfeiture from the Allottee(s) who has agreed to this condition to indicate his/her commitment to faithfully fulfill all the terms and conditions contained in his/her application and in this agreement.

6. As soon as the said unit agreed to be acquired by the Buyer is completed the Developer shall notify to the Buyer of the said unit having been completed alonwith copy of application for Occupancy certificate.

6.1. Within 2 Months of the date of notice given to the Buyer by the Developer the Buyer shall take possession for the said unit after full payment and/or deposit of all amounts becoming due by the Buyer to the Developer under this agreement.

6.2. As after the date of Delivery of possession and/or the date of possession of the said unit of the Buyer whichever be earlier the same shall be at the risk and responsibility of the Buyer.

6.3.If even after the 15th day of the date of possession the Buyer fails to make full payment as aforesaid and thereby fails to take the delivery of possession, the Developer shall be entitled to 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 Developer in connection with such sale and interest @18% p.a. stipulated in this agreement alongwith liquidated damage of 5%..

6.5 Further it is agreed by the Allottee(s) that in the event of the failure of the Allottee(s) to take possession of the said Unit in the manner as aforesaid above then the developer shall have option to cancel this agreement and avail the remedies as stipulated in the this agreement or the developer may without prejudice to its right under any of the clauses of this agreement and at its sole discretion, decide to condone the delay by the Allottee(s) in the manner as stated in this clause on the condition that the Allottee(s) shall pay the developer the following amount.

a) Holding charges @ Rs.10/- per sq.ft. of the said Unit per month for the entire period of delay.
b) Interest @18% per annum compounded quarterly on the amount due as mentioned in the notice for possession from the due date till date of the payment.
c) Maintenance charges from the deemed date of possession as per the notice of possession.

Further the Developer also has the right to withhold Conveyance or handing over for occupation and use of the said Unit till holding charges with applicable overdue interest as prescribed in this agreement ,if any ,are fully paid.

6.6 The promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, including mortgage loan and interest on mortgages if any, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions which are related to the project). If the promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person

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

7.1 Schedule for possession of the said Apartment-The Developer agrees and understands that timely delivery of possession of the Apartment 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 along with ready and complete common areas with all specifications, 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").

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [[Apartment/Plot], with interest at the rate 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 withdraw from the project the promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot],which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. That the Allottee(s) agrees and undertakes that the Allottee(s) shall not sell, transfer, assign or part with his/her/their right title or interest in the said Unit or any portion thereof until all the dues payable to the Developer are fully paid and the Deed of conveyance has been executed in his/her/their favour.

9. Allottee(s) is/are ,however entitled to get the name of his/her/their nominee(s) substituted in his/her/their place with the prior approval of the Developer who may at its sole discretion permit the same on such conditions as it may deem fit. The Allottee(s) shall pay to the Developer transfer charges as applicable from time to time.

10. That the Allottee(s) acknowledges that the units are and will be serviced by the maintenance agency appointed by the Vendor/Developer.

11. The Allottee(s) shall be solely responsible and liable for compliance with the provisions of Indian Stamp Act,1989 (or any modification thereof) including any actions taken or penalties imposed by the competent authority(ies). The Allottee(s) further undertakes to indemnify and keep harmless the Developer against all claims Demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the Developer for stamp duty in respect of the Unit.

12. That further, as per provisions of Section 4(g) of REAL ESTATE(REGULATION AND DEVELOPMENT) ACT,2016. the Allottee(s) shall be liable to pay from the date of his/her application, house tax/property-tax fire fighting tax or any other fee, cesses charges or tax etc., by whatever name called, as and when levied by a local body or authority and so long as the said Unit of the Allottee(s) is not separately assessed to such taxes fee or cesses etc. the same shall be paid by the Unit Allottee(s) in proportion to the area of the said Unit to the total area of all the Unit's in the said Building/said BUILDING COMPLEX/APARTMENT. These taxes, fees, cesses etc., shall be paid by the Allottee(s) irrespective of the fact whether the maintenance is carried out by the Developer or its nominee or any other Body or Association of all or some of the Allottee(s) whether levied retrospectively or prospectively .

13. That the Allottee(s) agree that the exclusive right to use open/covered parking space assigned to him/her for exclusive use shall be understood to be together with the unit and the same shall not have independent legal entity detached from the said Unit. The Allottee(s) undertakes not to sell/transfer/ deal with the reserved parking space independent of the said Unit. In Case the Allottee(s) has applied for and has been allotted an additional parking space, the same can also be transferred only to an owner of other units in the BUILDING/COMPLEX/APARTMENT and in no circumstances the additional parking space can be transferred to an outsider.

14. It is made clear by the Developer and agreed by Allottee that after the date of allotment if any charges are levied on the "kamla vihar" project by whatever name called or in whatever form and with all such conditions imposed by the Union/State Government and/or any competent authority(ies), all such charges shall be borne and paid by the Allottee in proportion to the area of his/her Unit to the total area of all the Units in the buildings in this Complex as determined by the Developer. If such charges are increased (including with retrospective effect) at any time before or after the sale deed has been executed then the Allottee undertakes to immediately pay on demand such charges directly to the government agency or department concerned or to the Developer as the case may be. In the event of such charges remaining unpaid, the RERA,2016 PROVISIONS WILL BE ENFORCED.

15. That the construction of the said shree shyam **"KAMLA VIHAR"** and the said Flat including the materials equipments and fixture to be installed therein shall be substantially in accordance with the tentative specifications as given in Schedule-D subject to the right of the Developer to amend the specifications in order to substitute materials and equipment or fixtures of similar quality or subject to any direction from competent authority and/or the Architect and the Unit Allottee(s) agrees and gives consent to this condition.

16. That the Flat Allottee(s) further authorizes the Developer on his/her behalf to carry our such additions, alterations, deletions and modifications in the building plans of the Tower floor plans ,Flat plans etc, including the number of Flats/floors as the Developer may consider necessary or as directed by any competent authority and/or the architect at any time even after the building plans for the Building are sanctioned and till the grant of an occupation certificate.

17. The Allottee(s) hereby authorizes and permits the Developer to raise finance, loan from any Financial Institution/Bank by way of mortgage/charge/Securitization of receivables or in any other mode or manner by charge/mortgage of the said shree shyam **"KAMLA VIHAR"** SCHEDULED PROPERTY subject to the condition that the said unit shall be free from all encumbrances at the time of execution of conveyance deed. The Developer / Financial Institution/Bank shall always have the first charge on the said Unit for all their dues and other sums payable by the Allottee(s) in case of loans availed by them individually.

18. That both the Developer and the Purchaser agree that the developer will install a Centralized Dish antenna/Cable Network/Broadband internet Connection on top roof of the Building for Common use of all the Purchasers/Buyer and it will be mandatory for all Purchasers/Buyer to take individual internal connection from it on individual payment basis and no one will be allowed/permitted to install dish antennas/net connection system on his/her balcony/parapet or on any part of external elevation of the flat/building and the Allottee(s) agrees that he/she shall not object to the same and make any claims on this account.

19. On the Buyer not clearing all his dues along with interest 12% per annum within 15 days from the date the said amount become payable and / or committing default in payment on due date under this agreement twice and/or on the Buyer committing breach of any of the terms and conditions herein contained the DEVELOPER shall be entitled at its own option to cancel and the Buyer shall have no further right. title and interest over the said unit which shall be allotted to any other person the DEVELOPER so agrees/desires and apart from interest at the rate of 12% per annum on all delayed payments, the DEVELOPER shall also be entitled to a liquidated damages of 5% of the amount payable by the Buyer to the DEVELOPER on the date of termination of this agreement or 2% of the total consideration amount mentioned in part i of the schedule 'C' hereunder written, whichever is higher, and the DEVELOPER after making such appropriation shall refund the balance amount to the Buyer within 90 days from the date of such termination. it is agreed by and between the parties that the

liquidated damages of the aforesaid 5% and/or 2% is just, proper and reasonable.

20. After occupation, the Buyer shall not use the said unit for any purpose other than for which the said unit is being acquired by him i.e. Residential/Commercial purpose except with prior written permission of the Developer, the Buyer shall keep the common area and the compound of the said building and the said complex neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep and store any goods, furniture, etc., in common spaces entrance stair cases etc, nor shall use the same or the said unit for any illegal purpose or in the manner which may cause annoyance to the Buyer of other units in the building or the complex.

21. The Buyer, after possession, 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, state, order and repair and shall observe all the rules and bye- laws of the municipal corporation and shall not do or allow 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 any thing done in connection with the said unit and/or the said building and/or the said complex and shall be liable for the consequences thereof, the Buyer shall also always keep the Developer indemnified from all losses and payments which the Developer may hereto suffer or have to pay on the buyer's behalf at any time in future.

22. The Developer 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 off the said unit or his/her interest therein or there under without prior written consent of the Developer till the final conveyance of the sale deed in favour of the Buyer/s further the Allotte(S) agree that in the event of his/her failure to pay such dues as aforesaid, the Developer is and will be entitled and legally competent to enforce and recover the charges by selling the said unit to any other buyer and receive the dues out of the sale proceeds.

23. That it is also Covenanted that the Buyer on the basis of this agreement for sale is entitled to obtain Loan from any bank or any financial institutions for buying the Unit being purchased by him/her/it by creating Charge on the said Unit or by Creating equitable mortgage and the Developer agrees to execute all necessary document/Certificate on the request of the Buyer provided he/she/it has fulfilled all the terms & Conditions of this agreement.

23. If the Allotte(S) is in default of any of the payments as aforesaid then the Allotte(S) authorizes the Developer to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues to the Developer is made by the Allotte(S). The Allotte(S) undertakes to execute conveyance Deed within the time stipulated by the Developer in its written notice failing which the

Allotte(S) authorize the Developer to cancel the allotment and terminate this agreement and to forfeit out of the amounts paid by him/her the Earnest Money processing fee, interest on delayed payment any interest paid due or payable any other amount of a non-refundable nature and to refund the balance amount deposited by the Allotte(S) without any interest within 45 days of such cancellation.

24. FAILURE TO DELIVER POSSESSION BY THE COMPANY-REMEDY TO FLAT ALLOTTEE:-

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of theUnit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit , 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 withdraw from the project the promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit,which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

It is made clear and the Allotte(S) agrees that the holding charges as stipulated in above mentioned clause shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Allotte(S). Further the Allotte(S) agrees that in the event of his/her failure to take possession of the said Unit within the time stipulated by the Developer in its notice the Allotte(S) shall have no right or any claim in respect of any item of work in the said Unit which the Allotte(S) may allege not to have been carried out or completed or in respect of any design specifications building materials used or any other reason whatsoever and that the Allotte(S) shall be deemed to have been fully satisfied in all matters concerning construction work related to the said Unit/said “KAMLA VIHAR”. The Developer shall further be entitled to terminate the contract and to forfeit in addition to the earnest money, the outstanding holding charges and also interest on outstanding amounts.

25.In Case the possession has not been handed over to the Flat Allotte(S):-

The Developer may decide, by notice to the Allotte(S) to cancel this agreement. If the Developer elects to cancel this agreement the Allotte(S) shall have thirty(30) days from the date of issue of notice of cancellation by the Developer to cure/rectify the default as specified in that notice and Unless and until the Allotte(S) rectifies the event of default, the Developer shall not be obliged to execute the conveyance Deed and that the Allotte(S) shall be liable to pay Holding charges as provided herein this agreement. The Allotte(S) agree that if the default is not cured/rectified within such thirty(30) days, this agreement shall be automatically cancelled without any further notice and the Developer shall have the right to retain the entire earnest money as specified in this agreement alongwith the processing fee, interest on delayed payments any interest paid, due or payable or any other amount of a non-refundable nature.

The Allotte(S) agrees that upon such cancellation of this agreement the Developer will be released and discharged of all liabilities and obligations under this agreement and the Allotte(S) hereby authorize the Developer that the said Unit and the car parking space may be sold to any other party by the Developer or dealt in any other manner as the Developer may in its sole discretion deem fit as if this agreement had never been executed and without accounting to the Allotte(S) for any of the proceeds of such sale. In the event of the Developer electing to cancel this agreement the Developer will refund the amount received from the Allotte(S) after deducting earnest money, outstanding interest, penalties etc, from the payments made by the Allotte(S) but only after realizing such refundable amount on further sale/resale to any other party. It is clarified here that after refund of the amount, the Allotte(S) shall be left with no right, title, interest or lien over the said Unit and the parking space in any manner whatsoever.

26. The Developer covenants with the Buyer that the construction of the said building shall be completed by ……with a grace period of Six month provided however, that the time for completion shall be deemed to have been extended in the event of Force-Majuere 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 Developer and FORCE MAJEURE. However, if the unit is completed prior to the aforesaid period to be handed over, then the Developer will communicate the same to he Buyer and all payments for the said unit shall become due forthwith.

27. Save as provided herein, if the Developer is not able to give possession of the said unit of the Buyer on the above account or on account of any reasonable cause the Buyer shall be entitled to receive back the entire money paid by him to the Developer towards consideration of the sais unit together with simple interest thereon calculated at the rate of 15% p.a. from the date of such payment or payments until the date of repayment by the Developer.

28. 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 herein or any part thereof (complete or incomplete) be acquired by the Govt. 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 Developer for which purpose the Buyer hereby irrevocable appoints the Developer as his true and lawful attorney to claim and receive all such compensation moneys.

29. 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 Developer all amounts payable hereunder and shall be entitled to the rent or compensation and all other benefits receivable under such requisition.

30. The exercise of above remedies is without prejudice to the other rights of the Developer.The actual maintenance charges shall be informed at the time of delivery of possession of the Unit when the maintenance agreement would compulsorily be executed by and between the Allotte(S) and the maintenance agency in the standard agreement format as provided by the Developer maintenance agency.

This agreement alongwith its preamble, recital, annexures and the terms and conditions contained in the agreement alongwith Facility Management agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This agreement or any provision hereof cannot be orally changed terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement signed between the parties.

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said shree shyam **"KAMLA VIHAR"** shall equally be applicable to and enforceable against any and all occupiers tenants Licenses and/or subsequent purchasers/assignees of the said Unit (irrespective of the fact that the occupation by such person is hostile) as the said obligations go along with the said Unit for all intents and purposes.

31. The Buyer shall have Common right, title or interest of Common nature as defined inRERA,2016 in the common area

32. The Buyer covenants with the Developer and through them with the Buyer of the other units that he/she shall not ever demolish or cause to be demolished any part of the said building or any part or portion of the other buildings and shall not at any time make or cause to be made any construction of whatsoever nature in such complex or in the said building or any part there of the Buyer further covenants that he/she shall not make any additions or alterations to the said unit, without the previous consent in writing of the Developer or the said association/s when so formed.

33. The Buyer shall have no claim save and except the said unit hereby agreed to be acquired and detailed and explained in the schedule hereunder given. It being agreed that the buyer will have common rights only on those common areas as defined, detailed, declared by RERA,2016 in Section 2(n).

34. All costs, charges and expenses in connection with formation of said cooperative housing society/s or limited company/s or the 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 any other documents required to be executed by the Developer as also the professional costs of the attorneys of the Developer for preparation and approving such documents and also the stamp duty applicable at the time of conveyance, shall be borne and paid by the Buyer and that the Developer shall not be liable to contribute anything towards such expense, the expected proportionate share of such costs, charges and expenses, shall be payable in advance by the Buyer immediately on demand being made by the Developer in this regard.

35. In case any security or deposit is demanded by the electricity authorities, municipal authorities or any other local authority for supply of electricity, water, gas or any other facility of utility or amenity, the Buyer shall contribute proportionately towards such security or deposit as shall be determined by the Developer.

36. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time by the Developer to the Buyer shall not be construed as a waiver on the part of the Developer 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 rights of the Developer.

37. All letters receipts and/ or notice issued by the DEVELOPER and dispatched under Registered, post/Courier to the above address or such address as may be intimated in writing by the buyer/Buyer under due receipt shall be treated as received on the date intimated by the Dept. of Post & Telegraph.

38. <u>IN CASE ANY DISPUTE OR DIFFERENCE ARISE :-</u>

(A)Before the delivery of possession or on the date of possession between the DEVELOPER and the Buyer relating to the interpretation of any of the terms and conditions of this agreement, then the same shall be governed by provisions of RERA,2016

(B) After the delivery of possession or after the date of possession in matters 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 employers of the Developer or any other Buyer or Buyer of other units, all such matters shall be governed by provisions of RERA,2016

39. Any liability arising out of amendment in stamp duty in Bihar finance act 2001 shall be borne by the Buyer/Purchaser.

40. The courts having original jurisdiction in the town of Patna alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

41. This agreement supersedes all other Agreements and/or Agreements here to before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.

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

PART –I OF THE SCHEDULE "A" ABOVE REFERRED TO

Description of land on which shree shyam **"KAMLA VIHAR"** complex stands :-

All that piece or parcel of land measuring approx **25 Katha** more or less, equivalent to approx **33150** Sq.ft., Situated IN Mohalla-Ramjaipal Nagar, Mauza Jalalpur Ramjaipal nagar ,P.S Code-189,Pargana Phulwari, Bearing Tauzi No.5170, Khata no-4,Survey Plot no 174, Thana no.22, P.S Danapur. Disst. Patna within the limits of Nagar Parsihad Danapur Nizamat/ Patna Municipal Corporation/Patna Regional Development Authority (Dissolved) / and with the Jurisdiction of District Sub- Registrar of Patna Sadar and Sub-Registrar Danapur and all sides are having existing boundaries and bounded as follows :

BOUNDARY OF LAND:-

NORTH :- Plot No.174(P)
SOUTH :- Plot No. 174.(P)
.EAST :- Plot No. 174.(P)
WEST :- Branch road

SECHEDULE "B" ABOVE REFERRED TO :

ALL THAT Unit no. …… on ……. Floor measuring approx …… Sq.ft. - up area alongwith Car Parking Space in the building Known as shree shyam "KAMLA VIHAR" WHICH COMPRISES OF THE FOLLOWING BOUNDARY:-

BOUNDARY OF THE Unit :-

NORTH:-

SOUTH:-

EAST :-

WEST :-

SCHEDULE "C" ABOVE REFERED TO

I. TOTAL COST OF THE UNIT: Rs…….- (Rupees .,… Lakh) only paid on account of Unit no. …… on …….. Floor with Car parking space in the building, including as follows:-

i) Cost of the Said Flat

ii) Cost of exclusive Balcony or Verandah areas:

iii) Cost of open terrace areas:

iv) Proportionate cost of common areas:

v) Preferential location charges:

vi) Taxes: As applicable by Law

vii) Maintenance deposit/charges:

viii)Amenities Charges: (Club House, Swimming Pool,Joggers Track etc)

[AND]

ix)Garage/Covered Parking Space

II.DETAILS OF THE PAYMENTS RECEIVED:-

Total amount received Rs. /- by cheque

Balance amount due Rs. /- only, will be paid as per the progress of the construction work of the project/building and the construction of the said building shall be completed by ……. with a grace period of Six months.

SCHEDUELE "D"

STANDARD SPECIFICATIONS OF "KAMLA VIHAR"

1. FOUNDATION : isolated/combined/R.C.C. piling or as per structural design
2. STRUCTURAL : R.C.C. framed structure as per design.
3. CIVIL WORK : First class brick work in cement mortar as per standard specification.
4. FLOORING : All floors will be vitrified tiles.
5. PLASTER : In cement mortar 1:6 on brick surface and 1:6 on R.C.C. Surface.
6. DOORS : Frames of Sakhua wood, Flush, panel door shutter with locking arrangements of GODREJ or Equivalent and all accessories in brass/steel fitting .

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7. WINDOWS :Frames of Anodized Aluminum/UPVC with glass fitting .

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8. TOILETS :White glazed viter Indian/European W.C,(parryware /Hindware with flushing cistern. Hot & Cold concealed water supply arrangement with standard C.P. fittings .

9. KITCHEN :Granite working top with steel sink. Tiles dado upto 2'-0" height above working top only.

10.ELECTRICAL :Concealed P.V.C. conduit wiring with standard electric accessories, Modular switches make & adequate light, power points for Air Conditioners, geysers in all bathrooms and kitchen and Telephone points and cable T.V, Sockets.

11. PLUMBING :All internal PPR pipers shall be concealed.

12. FINISH :All internal walls and ceiling shall be finished with Plaster of Paris finish. All external walls shall be painted with two coats of Apex Exterior paint.

13. LIFT Six Lifts of adequate passenger capacity of OTIS/KONE/ THYSSEN/JHONSON or equivalent.

14. WALL FINISHING :All walls and roofs will be of POP finish.

15. CLUB HOUSE :A well equipped Gymnasium, community Hall

16. SWIMMING POOL :Roof top Swimming Pool.

17. JOGGING TRACK :A jogging track along the boundary wall.

18. GREEN SPACE :A Well manicured Roof Top Lawn.

19. GENERATOR :A Silent Diesel Generator with sufficient capacity to be Provided.

Note:- The above specifications are subject to such variations, additions, alterations and modifications as may be decided by the developers/architects/landowners/ and in the overall interest of the project.

Notes 1:- If certain specifications are improved upon, as per the advice of the Architect/decision of the promoters, then the customer will accept the same for which prior consent of the customer has been agreed upon and consent hereby given.

2. All specifications, sizes and layouts etc., are subject to such variations, additions, and modifications, as decided by the promoters/architects/society or by competent authority.

IN WITNESS WHEREOF, the above named Developer and the Vendee have put their respective signature on this Deed of Agreement for Sale after going through the contents of the documents and fully understanding the implications of the transactions on this ……**DAY …… 2017** in presence of the below noted attesting witnesses**.**

WITNESSES:-

1.

SIGNATURE OF THE DEVELOPER/VENDOR

2.

SIGNATURE OF THE VENDEE

This deed of agreement for sale has been drafted by me according to the prevalent law and Rules and directions of the Developer/vendor and the Purchaser, and on basis of the available papers and documents.

AMIT SINGH
ADVOCATE
PATNA HIGH COURT