

ANNEXURE
[See rule 8]
AGREEMENT FOR SALE

This Agreement for Sale (" Agreement") executed on this 26th day of June, 2017,

By and Between

JIWANSAGAAR REALTY PRIVATE LIMITED CIN no. U70102WB2013PTC198867, a company incorporated under the provisions of the Companies Act, 1956, as the case may be, having its registered office at 10th Floor, Poddar Point, 113 Park Street, Kolkata-700016 (PAN- AADCJ2300A), represented by its Director Sri Anil Kishorepuria (Aadhar no. _____) authorized vide board resolution dated 30/03/2013 hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

- 1). **Rakesh Kumar, (Pan No. BGJPK4833M)** Son of Gajendra Kumar Singh,
- 2). **Anu Priya , (Pan No. BXQPP3126C)** Daughter of Bedanand Singh And wife Of Rakesh Kumar both by religion- Hindu, by occupation- Service , residing at - Ward No- 20 , Rajendra Nagar , Post – Koshi Collage , Thana – Chitrgupt Nagar, Anchal- Khagaria , Khagaria ,Bihar- 851204 , Mb. No. 9742847958 hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

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

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulations 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.

WHEREAS:

- A. One Sumrit Mandal, son of Bhagwat Mandal, Mohalla Jabaripur, District – Bhagalpur in the State of Bihar was the lawful owner of ALL THAT land measuring an area of 87556 square feet equivalent to 201.3788 decimals or 79 Kottah 9 dhurs more or less (1 Kottah = 1102 square feet) bounded by a continuous boundary wall on its three sides lying and situated on Gopalpur Road within Mouza: Bahadurpur, P.S. Sabour, Thana No. 109, Anchal Touzi No. 99, Anchal Sabour having its Khata no. 1, Khasra no. 11 (part) under Jamabandi No. 144, Sub-Registry office and District of Bhagalpur within the State of Bihar more particularly described in the "Schedule A" hereunder written and hereinafter referred to as the said landed property.
- B. By virtue of the Deed of Sale bearing no 2145 dated 18th March 1971 registered in the Bhagalpur Sub-Registry office recorded in the Book No. 1, Volume No. 18 from page 242 to 248 for the year 1971 sold transferred and conveyed the land admeasuring 87556 square feet or 201.3788 decimals to Jiwani Devi Kishorepuria, now deceased, wife of Late Sagarmal Kishorepuria, Smt. Nirmala Devi Kishorepuria, Smt. Santosh Devi Kishorepuria and Bijay Kumar Kishorepuria in equal shares

i.e. undivided 1/4th share in the said landed property for the consideration mentioned therein absolutely and forever and free from all encumbrances;

C. The said Jiwani Devi Kishorepuria died intestate on 15th December 1995, leaving behind her six sons as her legal heirs namely Sri Raj Kumar Kishorepuria, Sri Sajjan Kumar Kishorepuria ,Sri Bijay Kumar Kishorpuria, Sri Shiv Kumar Kishorepuria ,Sri Binod Kumar Kishorepuia and Sri Pramod Kumar Kishorepuria who all jointly inherited the 1/4th share in the said landed property of their late mother in equal share in accordance with the Hindu Succession Act, 1956;

D. The said legal heirs of since deceased Jiwani Devi Kishorepuria alongwith other co-owners namely Smt. Nirmala Devi Kishorepuria and Smt. Santosh Devi Kishorepuria by virtue of two separate registered deed of sale bearing no 5848 dated 15th May 2014 and deed of sale bearing no 3740 dated 28th March 2014 both registered with the Bhagalpur Sub-Registry office sold, conveyed and transferred their entire share of ALL THAT piece and parcel of vacant land measuring an area of 87556 square feet equivalent to 201.3788 decimals or 79 Kottah 9 dhurs more or less lying and situated on the road commonly known as Gopalpur Road within Mouza: Bahadurpur, P.S. Sabour, Thana No. 109, Anchal Touzi No. 99, Anchal Sabour, having its khata no. 1, khasra no. 11 (part) under Jamabandi No. 144, And also piece and parcel of vacant land measuring an area of 17925 square feet equivalent to 41.2275 decimals or 16 Kottah 5 dhurs more or less lying and situate on the road commonly known as Gopalpur Road at Mouza Gopalpur, P.S. Sabour, Thana No. 108, Anchal Sabour, having its khata no. 9, khasra no. 3 under Jamabandi No. 165, Sub-Registry office in the district of Bhagalpur within the State of Bihar to Jiwansagar Realty Private Limited.

E. Thus the Vendor herein as the lawful and absolute owners are seized and possessed of the said landed property in indefeasible estate or an estate equivalent thereto free from all encumbrances.

F. The Vendor cum Builder herein for better utilization of the said landed property with a view to make construction of multi-storied residential building over the entire landed property morefully described in the Schedule "A" below submitted a Building Plan for construction of the multi storied residential building to Bahadurpur Panchayat and the said Building Plan was duly sanctioned by the Bahadurpur Panchayat.

G. The Vendor cum Builder herein further obtained clearance certificate from the competent Airport authority vide Letter No AAI/ER/NOC(452/14)/2338-14 dated 26/12/2014;

H. The Vendor cum Builder herein is empowered to book various units and/or spaces comprising the said proposed building, to enter into agreement for sale and to receive money towards consideration for sale of several self-contained flats and/or from the prospective purchasers;

I. There is no statutory and / or judicial or quasi-judicial and / departmental order and / or restrictions which may prevent the Vendor cum Builder herein to cause construction of the said multi storied residential building consisting of several self-contained flats, as per the sanctioned plan, with the interest to sell and / or transfer those flats to prospective purchasers.

J. The Vendor cum Builder herein pursuant to the Building Permit dated 10/12/2014 has constructed several flats, in Blocks - 1 to 8, out of such flats, the **Flat No. 5D in the Block - 3 of the 5th Floor** admeasuring **super built-up area of 1099 sq. feet with one car parking space** together with undivided proportionate share in the land of the proportionate share in the common areas and facilities in the said premises which are collectively and fully described in SCHEDULE "B" hereunder written and hereinafter collectively referred to as **"the said unit"** have declared for sale, and the Purchaser has agreed to purchase the said flat with 1 car parking space at and for a

Consideration of **Rs. 33,48,349** /- (Rupees Thirty Three Lac Forty Eight Thousand Three Hundred Forty Nine Rupees) only free from all encumbrances attachment whatsoever. (Calculation of market "value is given here under in the bottom of Schedule "B" on which stamp duty will be paid.)

K. The Purchaser has already taken inspection of title to the said premises and sanctioned building plan and on being prima-facie satisfied as to the right title and interest of the Vendor cum Builder herein in the said premises in regard to the right to cause construction of building on the said premises.

NOW THIS AGREEMENT FOR SALE WITNESS AS FOLLOWS:

L. Pursuant to the aforesaid the vendor agreed to sell to the Purchaser, and the Vendor has agreed to purchase the said unit upon representation as aforesaid by the vendor, strictly for residential use at or for a consideration of **Rs. 33,48,349** /- only free from all encumbrances' attachment whatsoever.

1. SCHEDULE 'C'- PAYMENT PLAN

The Purchasers has paid Rs.200000/- (Rupees Two Lac) only by account payee cheques as and by way of advance payment out of the aforesaid consideration of the said unit and further promised to pay the remaining amount of the said flat by instalments as detailed below: -

- a) Booking/Application Amount: 2,00,000/-
- b) Within 15 days of Booking or date of agreement which comes before: 20% (less booking amount.)
- c) Completion of Foundation: 10%.
- d) 1st Floor Casting: 10%.
- e) 3rd Floor Casting: 10%.
- f) 5th Floor Casting: 10%
- g) Roof Casting: 10%
- h) Brickwork Completion: 10%.
- i) Flooring Completion: 10%
- j) On finishing work & Electrical installation: 5%
- k) Possession: 5%+ Extra Development Charges.
- l) Applicable Service Tax to be paid along with each instalment.

Extra Charges as under:

- 1) Club Membership: Rs. 70,000/-
- 2) DG Charges: Rs.30/- per sq. Ft.
- 3) Electric Connection/Installations- Rs. 30/- per sq. Ft.
- 4) Legal Charges: 0.5% of the property cost.
- 5) Sinking Fund: Rs. 20/- per sq. Ft.

Taxes Extra as per applicable government rule.

1. That the vendor agrees to convey and transfer the right title and interest in respect of the undivided importable proportionate share of land underneath and all common areas of the said premises attributable to the said flat in favour of the Purchaser, at the time of execution and registration of the deed of conveyance.

2. The Builder has started construction of the building of said Block by standard materials as detailed in any extra work, relating to construction of the said unit under instruction of the Purchaser shall be done by the Vendor cum Builder and in such event the Purchaser shall pay the extra charges to the Vendor cum Builder.
3. That the construction of the said flat and possession thereof shall be delivered to the Purchaser by the Vendor cum Builder by March'2018, provided the payments made by the Purchaser to the Vendor cum Builder is in accordance with the aforesaid time frame PROVIDED HOWSOEVER if circumstances warrants, a grace period of 6 months shall be provided to the Vendor cum Builder for completion and delivery of possession of the said flat in a habitable condition to the purchaser upon payment of compensation at bank deposit rate on the amount paid by the Purchaser. Be it mentioned, if any genuine and unforced legal embargo or natural calamity, labour trouble, non availability of the specified raw material and / or any force-majure circumstances, howsoever come forth and directly or indirectly stalls the work of construction of the said flat, in spite of the Purchaser fulfilling his part of the obligation under this agreement, in that event, the Purchasers and the Vendor cum Builder shall mutually extend such time, which shall genuinely required by the Vendor cum Builder to complete the said flat to a habitable state.
4. Simultaneously with the execution of this agreement the Vendor cum Builder shall deliver to the Purchasers xerox copy of all title deeds and other papers relating to the said premise.
5. The Purchaser shall cause a proper search of the said land after the execution of this instrument and a good marketable title happens to be made out and the said land is found to be free from all encumbrances and attachments and other claims and is not affected by any notice or scheme of acquisition or requisition, the Vendor cum Builder shall execute proper conveyance or conveyances in respect of the said Flat with undivided proportionate share in the land in favour of the Purchaser or his nominee or nominees after receiving the entire consideration amount.
8. The question of any defect in or deficiency of title of the Vendor cum Builder over the said land does not arise but nevertheless in the event of any defect or deficiency in title, if at all being found the Vendor cum Builder herein shall forthwith take all necessary steps to cure and/or rectify such defect at his own costs.
9. That if a good and marketable title is not made or the said property is found to be encumbered in that event the Vendor cum Builder will refund the earnest money paid by the Purchaser with cost of investigation charges.
10. The costs for registration, searching and legal expenses stamp duties and other incidental charges shall be borne by the Purchaser herein.
11. The Purchaser shall not use Flat in such manner which may or is likely to cause nuisance or annoyance to the occupation of others nor shall use the same for any illegal or immoral purposes.

12. The cost of maintenance, replacing, repairing, cleaning, lighting of the main entrance, white-washing, painting and decorating the main structure of the said building including the exterior thereof and terrace, landing and structure of the building, staircase, rain water pipes, water tanks, motor pumps, tubewell, gas pipes and electrical wire, sewerage, drains, transformer and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Purchaser and other occupiers thereof shall be borne jointly by them.
13. The salaries of durwans, if any electricians, sweepers etc. shall be borne proportionately by the Purchaser and other occupiers of the building.
14. So long as each Flat of the said building shall not be separately assessed for taxes, the Purchaser shall pay to the Vendor proportionate share of the Municipal Taxes, Collectorate Tax, multi storied building tax, etc. water tax, if any on the whole building. Such apportionment shall be made by the Vendor cum Builder on the basis of the area acquired by the Purchaser and the same shall be conclusive, final and binding.
15. The Purchaser at his / her own cost and expenses shall install meter or meters separately or consumption of electricity, fuel / gas etc, in respect of the said flat and pay all charges for consumption thereof.
16. The parties hereto, their men, agents and representatives shall not in any way obstruct or cause to be obstructed the common areas and facilities viz. The passages / pathways / driveways / landing / staircases / terrace of the said Blocks and shall not store any rubbish or spoilt spit or cause to be done or allow any such acts, deed and things, whereby the privilege of use and enjoyment of the common parts / facilities / amenities and convenience of the said Block in any way prejudicially be affected or vitiated. The common portions is meant for unfettered common use and enjoyments, by the parties hereto, jointly with the co-owners and / occupiers of the buildings, and is not the exclusive portion of any of the aforesaid and none can prevent any body, for peaceful enjoyment thereof.
17. The Purchasers and other occupiers/owners of the said building shall form Society/Association for maintaining the said building and the common areas of the said building and shall abide by all laws, bye-laws, rules and regulations of such Society or Association pay proportionately the necessary taxes, revenues and maintenance charges of the said building and common parts thereof and shall observe and perform all rules and bye-laws of such association or Society.
18. That the purchaser agrees and bind himself/herself to pay the maintenance charges of the said building proportionately to the vendor cum builder herein, from the date of receipt of possession of the said flat/unit and/or to the society if any at the rate as fixed or settled by him/them from time to time, against the maintenance of common facilities, services etc. and also towards the preservation and maintenance of the said building/tower, The above maintenance amount shall be payable on monthly basis or as may be decided by the Vendor cum Builder at the time of hand over of Possession of the flat.
19. That the Purchaser shall bear and pay the proportionate share of the costs of formation and expenses of the Society/ Association.

20. That the Purchaser forthwith on being called upon by the Vendor cum Builder sign all applications and/or declarations as may be necessary for the purpose of formation and/or registration of association.
21. That until formation of the Association, the Vendor cum Builder shall manage and maintain the common portions itself or through its nominees in a proper and decent manner at the expenses of the co-owners and upon formation of such association, the maintenance of the common portion shall be made over and/or be the responsibility of such association.
22. The Purchaser shall have no right to keep store any inflammable combustible or any offensive articles in the said Flat and Car parking space which shall be or constituted any nuisance or annoyance to the occupiers of the other flat owners of the building.
23. That during construction and at all times thereafter till the date of delivery of the Flat and the said undivided proportionate share in the land shall be at the risk of the Vendor cum Builder and thereafter the same shall be the risk of the Purchaser.
24. If the Purchaser fail to make payment of any of the aforesaid instalment or any part thereof within the stipulated period mentioned above, in that event the Purchaser will be liable to pay interest @ 18% per annum on the amounts of said unpaid instalments, after grace period of 15 days, and if the Purchaser fail to pay the said unpaid instalment within three months from the stipulated date of payment, then the Vendor cum Builder shall have the right to cancel and/or rescind this agreement for sale as whole, and return the amount as shall be actually paid by the Purchaser by such time deduction 5% (Five percent) there from within two months from the date of such cancellation.
25. Purchaser shall be entitled to the right of passage in common areas described in Schedule "C" hereto and shall also have the access to such common parts and portions, where the electric meter is fixed for inspection and repairing the portions from the main electric meter leading to the said flat.
26. All expenses required for drafting the agreement conveyance and all other writing and documents, stamp duty, registration charges, mutation fees, incidental charges etc., shall be borne and paid by the Purchaser, from the date of taking possession of the said unit provided that deed of conveyance of the said flat shall be drafted and registered through the Vendor cum Builder at the costs and expenses of the Purchasers, in order to keep a conformity with the other deeds, concerning the flat comprised in the building of the said Blocks.
27. That the Purchaser shall abide the general rules governing the building from by the owners / occupants and / or by the association concerning the welfare and maintenance of the building.
28. All disputes and differences, between the parties arising out of this agreement shall be referred to Arbitration, under the provisions of The Arbitration and Conciliation Act, 1996 and all amendment relating thereto and in that event the decision of the sole Arbitrator shall be binding between the parties.

THE VENDOR AND THE PURCHASERS HEREBY FURTHER COVENANT THAT:

The Purchaser undertake to abide by the following terms and conditions, jointly with the Vendor cum Builder and the other co-owners and co-occupants of the flats comprised in the building of the said Blocks and confirms the following: -

The Purchaser confirms to have inspected the building plan relating to the Blocks building, as sanctioned by the Panchayat for construction thereof.

The Purchaser has satisfied themselves to the amenities available to the said premises and also in regard to the vendor's title.

The common areas and facilities mentioned in Schedule "C", shall at all-time be held and enjoyed jointly by the Purchaser and Vendor cum Builder and co-owners and co-occupiers of the different flats constructed in building of said Blocks, situated on the said premises and shall be and no owner or occupier of any flat shall be entitled to make part or division thereof or claim any exclusive right on any portion thereof.

The Purchaser shall become a member of the Society/ Association, as and when such Society/Association is formed amongst the flat owners of the said building of the said Blocks and shall pay the proportionate costs for maintenance and management of the common areas and facilities relating thereto.

The Purchasers shall not do anything which may be prejudicial to the soundness or safety of the building of the said Blocks or may in any way repair any easement or make any material changes in the portion of the flat or said building.

The Purchaser shall from time to time and at all times keep the flat purchased by them and every part thereof in good repaired condition and shall properly support and protect the same.

The purchasers shall not at any time demolish or cause to demolish, damage or cause to damage the flat which mean deviation from the sanction plan nor make any alteration in the elevation or outside colour scheme of the flat purchased by them.

The Purchaser shall not throw or accumulate or cause to be thrown accumulated any dirt, rubbish or other refuses within the flat purchased by them or in the compound or any portion of the building of the said blocks.

In case of failure on the part of the purchaser to comply with any of the provisions contained herein shall compel the Vendor cum Builder or any other aggrieved owner of other flat of the building of said Blocks, to take proper action for damage and relief's according to the law, against the purchasers including suspension of the facilities enjoyed by such purchaser.

The right of the Purchaser of the flat along with the percentage of interest in the common area and facilities shall be heritable and transferable as any other immovable property, along with the said Unit.

It's made absolutely clear between the parties that the rights of the Purchaser is only confined to **Flat No 5D, i.e. on the 5th Floor of Block-3**. The Vendor cum Builder shall have the full rights and control over and above to the other portion of the said premises and the Vendor cum Builder is entitled to build / and or construct new Blocks without any obstruction / and or hindrances from the purchasers / and the purchasers unequally affirms and agree that he has no rights, title / and or interest of any nature whatsoever or howsoever. The Vendor cum Builder has the exclusive rights to

build and / or construct new building on the Lot-B, after demolishing the existing structure thereof and the purchaser shall not have any objection to the normal disturbance that may be caused during such construction.

Subject to the provision contained in this agreement including the schedule and subject to the provisions of law for the time being in force, the purchaser shall be entitled to exclusive ownership possession and enjoyment of the flat in the building of the said blocks, as purchased by the purchaser, together with all the benefits and facilities as provided herein.

THE SCHEDULE “A” ABOVE REFERRED TO:
(THE SAID LANDED PROPERTY)

ALL THAT piece and parcel of land measuring an area of 87556 square feet equivalent to 201.3788 decimals or 79 Kottah 9 dhurs more or less (1 Kottah = 1102 square feet) bounded by a continuous boundary wall on its three sides, situated on the road commonly known as Gopalpur Road within Mouza: Bahadurpur, P.S. Sabour, Thana No. 109, Anchal Touzi No. 99, Anchal Sabour, having its khata no. 1, khasra no. 11 (part) under Jamabandi No. 144, And also piece and parcel of vacant land measuring an area of 17925 square feet equivalent to 41.2275 decimals or 16 Kottah 5 dhurs more or less lying and situate on the road commonly known as Gopalpur Road at Mouza Gopalpur, P.S. Sabour, Thana No. 108, Anchal Sabour, having its khata no. 9, khasra no. 3 under Jamabandi No. 165, Sub-Registry office in the district of Bhagalpur within the State of Bihar presently butted and bounded in the manner following:

ON THE NORTH BY : Own passage;
ON THE SOUTH BY : Badal Yadav and others;
ON THE EAST BY : Mohd. Nayeem and others;
ON THE WEST BY : Gopalpur Road

OR HOWSOEVER OTHERWISE THE SAID LANDED PROPERTY is butted, bounded, called, known, numbered, described and distinguished.

THE SCHEDULE “B” ABOVE REFERRED TO:
(THE SAID UNIT)

ALL THAT a Residential Flat/Unit no. **5D** at **(5th)** floor, in Block no. 3 admeasuring super built-up area of **1099** Sq. feet of a multi storied building, known as **GARDEN HEIGHTS**, together with 296.050 Sq. ft equivalent to 0.681 decimal undivided proportionate share in the land of the said premises more fully described in the First Schedule herein above and the proportionate share in the common areas and facilities attached and belonging to the said premises which is situated in Mouza: Bahadurpur, P.S. Sabour, Thana No. 109, Anchal Touzi No. 99, Anchal Sabour, having its khata no. 1, khasra no. 11 (part) under Jamabandi No. 144, Sub-Registry office in the district of Bhagalpur
The said Flat butted and bounded in the manner following:

ON THE NORTH BY: Open Space ;
ON THE SOUTH BY: Same Block Flat -5E;
ON THE EAST BY : Open Space ;
ON THE WEST BY : Corridor and Stair Case;

Flat Calculation

Total Area of Land	105,481 Sq. Ft.
Area of Said Flat –5D, Block –3	1099 Sq. Ft.
Total Constructed area (Except Car Parking)	391,566 Sq. Ft.

Calculation of Sale Value

Flat Value including Car Parking	Rs.33,48,349/-
Club Membership	Rs.70,000 /-
DG	Rs.32,970 /-
Electrical	Rs.32,970 /-
Legal Charges	Rs.,15,117 /-
Sinking Fund	Rs.21,980/-

TOTAL	<u>Rs.35,21,386/-</u>
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SCHEDULE 'B'- FLOOR PLAN OF THE APARTMENT

Common Portion)

1. The land comprised in premises but excluding those reserved for parking of car or marked by the developer exclusively to the Purchaser and those mentioned herein.
2. Only general lighting of the common portions shall be provided.
3. Drain and sewers from the building to the corporation duct / drain.
4. Water and sewerage, stair case, underground water reservoir, overhead tank, evacuation pipes from the units to drains and sewers common to the building.
5. Boundary walls and main gate to the premises and the building but such common portions shall not include any open and / or covered spaces for parking cars or appurtenant to any unit or otherwise and all areas or parts of the building save those required for ingress to and from the units respectively.
6. The right of engross through the passage and the entrance door of the building.
7. The right of common user of the staircase landing and stair.
8. The electric main and the installation of the entire building.
9. The system of supply of water.
10. The overhead tank and underground reservoir.

SCHEDULE 'E'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

(Amenities)

11. Well equipped AC Gym with Yoga and Meditation centers.
12. Swimming pool
13. Secured Children's play area
14. Indoor games – table tennis, carom, cards and pool
15. Outdoor play area – badminton & basket ball
16. Jogging track
17. WiFi enabled society
18. AC Community hall for parties and get-togethers
19. Landscape Garden with manicured Lawns
20. 24*7 Ambulance
21. Doctor's Clinic
22. Shuttle bus and van pick & drop services
23. Society Office
24. Generator with auto start feature
25. 24*7 Purified Water supply
26. Security Cabin with CCTV
27. Lighting Arrestor
28. Modern Fire Fighting equipments
29. Solar

SCHEDULE 'D'-SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT / PLOT)

Specifications

- Foundation : Strip Foundation
- Super Structure : RCC Framed Structure
- Wall Finish :
 - a) Exterior finish – High quality water-proof weather coating for exterior walls
 - b) Interior finish – Plaster of Paris for interior walls & ceilings
 - c) Toilets – Ceramic tile panels of door heights for the toilets
 - d) Kitchen- Glazed Ceramic tile panels upto 2 feet above the counter for Kitchen
- Flooring :
 - a) Master Bedroom – Laminated wooden flooring
 - b) Bedroom , Floor Lobby, Living & Dining – Vitrified tiles
 - c) Kitchen – Anti-skid tiles
 - d) Toilets – Anti-skid glazed ceramic tiles
 - e) Entrance Lobby & Lift Façade on Ground Floor – Granite

- f) Staircase – Kota Stone
- g) Kitchen Counter – Granite counter top with rounded edges and stainless steel sink
- Door & Windows :
 - a) Door frame – made with good quality treated Sal wood
 - b) Main Door – Solid core flush with veneer and polished with computerized lock & night latch with eye piece
 - c) Internal Doors – Solid core flush
 - d) Windows – Fully glazed powder coated sliding doors
- Electrical Designs :
 - a) A.C. Power Outlet – One in Master Bedroom
 - b) Geyser Power Outlets – All toilets
 - c) Ceiling Fan Outlet – Electrical Outlet & ceiling hook in all bedrooms, Living & dining
 - d) Power Sockets – 15 amps – 2 nos in Kitchen (Microwave & Refrigerator)
 - e) Power Sockets – 5 amps – 2 nos in each bedroom , 4 nos in living & dining & 2 nos in Kitchen for water filter and kitchen chimney
 - f) Wiring – Copper wiring concealed with MCB DB of reputed make
 - g) Switches & Control Devices – Anchor or equivalent, Cable TV Points-2 rooms
- Plumbing :
 - a) Kitchen – Provision for water purifier
 - b) Toilets – Hot & Cold water provisions
 - c) Sanitary Ware – Parryware, Jaguar or equivalent
 - d) Control Fixtures – Jaguar or equivalent
- Communication :
 - a) Telephone outlets in living room
 - b) Broadband / Wifi facility in living room
 - c) Lift : 2 nos. fully automated steel body passenger lifts of national reputed

Explanation:

- (i) The total price above includes the booking amount paid by the allottee to the promoter towards the [Apartment/Plot];
- (ii) The total price above includes taxes (consisting of tax paid or payable by the promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called) up to the date of handing over the possession of the apartment / plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension

of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective;
- (iv) The total price of [Apartment / Plot] includes recovery of price of land, construction of [not only the apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment / Plot] and the project.

- 1.3 The total price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost / charges imposed by the competent authorities, the promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- F. The promoter has registered the project under the provisions of the Act with the BIHAR (Name of the state) Real Estate Regulatory Authority at PATNA on _____ under registration no. _____;
- G. The Allottee had applied for an apartment in the project vide application no. 001150 dated 08/07/2017 and has been allotted apartment no. 5B having carpet area of 745.99 square feet, type B, on 5th floor in [tower / block / building] no. 3 ("**Building**") along with garage / covered parking no. _____ admeasuring 70 square feet in the _____ [Please insert the location of the garage / covered parking], as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);
- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligation detailed herein;
- I. _____ [Please enter any additional disclosures / details];
- J. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- K. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment / Plot] and the garage / covered parking (if applicable) as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows;

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment / Plot] as specified in para G.
- 1.2 The total price for the [Apartment / Plot] based on the carpet area is Rs.33,48,349 (Rupees Thirty Three Lac Forty Eight Thousand Three Hundred Forty Nine only ("Total Price")) (Give break up and description):

Block / Building / Tower No. <u>3</u> Apartment No. <u>5B</u> Type <u>B</u> Floor <u>5th</u>	Rate of Apartment per square feet Rs.4,052.80
Total price (in rupees)	Rs.30,23,349/-

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

[AND][if/as applicable]

Garage/Covered Parking – 1	Price Rs.325000/-
Total Price (in rupees)	Rs.3,25,000/-

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out is **Schedule C (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule ‘D’ and Schedule ‘E’ (which shall be in conformity with the advertisement, prospectus etc, on the basis of which sale is effected) in respect of the Apartment, Plot or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rebate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment / Plot] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Apartment / Plot];
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Area along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the [Apartment / Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas , maintenance charges as per a para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the [Apartment / Plot] and the project;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment / plot, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the [Apartment / Plot] along with _ garage / covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained

Project covering the said Land and is not a part of any other project or zone and shall not form a part of and / or Linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee 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 outgoing 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 therefore by such authority or person.

The Allottee has paid a sum of Rs. 200000/- (Rupees Two Lac only) as booking amount being part payment towards the total price of the [Apartment / Plot] at the time of application

the receipt of which the promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment / Plot] as prescribed in the payment plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of 'JIWANSAGAAR REALTY PVT LTD' payable at Bhagalpur.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES;

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of Security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS;

The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment / Plot], if any, in his / her name and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT / APARTMENT;

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

shall develop the Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bihar Govt *[Please insert the relevant State Laws]* and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

- 7.1 Schedule for possession of the said [Apartment / Plot]-** The promoter agrees and understands that timely delivery of possession of the [Apartment / Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment / Plot] along with ready and complete common areas with all to hand over possession of the [Apartment / Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31st March 2018 unless there is delay or specifications, amenities and facilities of the project in place on 30th June 2018 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project;
[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment / Plot];
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and [Apartment / Plot] are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land ,Building and [Apartment / Plot] and common areas;
 - (vi) The promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - (vii) The promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment / Plot] which will, in any manner, affect the rights of Allottee under this agreement;
 - (viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said [Apartment / Plot] to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the subject matter of any HUF and that no part thereof is owned by any minor and/ or on minor has any right, title and claim over the Schedule Property;
 - (xi) The Schedule has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common area (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and / or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the promoter shall be considered under a condition of Default in the following events:
- (i) Promoter fails to provide ready to move in possession of the [Apartment / Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by promoter under the conditions listed above, Allottee is entitled to the following:
- (i) Stop making further payments to promoter as demanded by the promoter. If the Allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or regular development of the real estate project ("Force Majeure"). If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the promoter shall refund to the Allottee the entire amount received by the promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he / she shall not have any rights, claims etc. against the promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this agreement.
- 7.2 **Procedure for taking possession-** The promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment / Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provision, formalities, documentation on part of the promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment /plot, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take possession of [Apartment /Plot]-** Upon received a written intimation from the promoter as per para 7.2, the Allottee shall take possession of the [Apartment / Plot] from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the promoter shall give possession of the [Apartment / Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee-** After obtaining the occupancy certificate* and handing over physical possession of the [Apartment / Plot] to the Allottees, it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel / withdraw his allotment in the project as provided in the Act:
Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
- 7.6 **Compensation-** The promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 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 possession of the [Apartment / Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the project;
- (ii) The Allottee shall have the option of termination the Agreement in which case the promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the rules within forty-five days of receiving the termination notice:
Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the rules, for every months 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.

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

- (i) In case the Allottee fails to make payments for ___ consecutive demands made by the promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the [Apartment / Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated, provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The promoter, on receipt of total price of the [Apartment / Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment / Plot] together with proportionate indivisible share in the common areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the total price of the [Apartment / Plot].

12. DEFECTLIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement of sale relation to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within 30 (thirty) days, and in the

event of promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to received appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The promoter/maintenance agency / association of allottees shall have rights of unrestricted access of all common areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the [Apartment / Plot] or any part thereof, with a view to set right any defect.

14. USAGE:

Use of basement and service areas: The Basement(s) and service areas, if any, as located within the NA (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment / Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment / Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the [Apartment / Plot] and keep the [Apartment / Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he / she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the project, buildings therein or common areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or staircase of the building. The allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment / Plot].

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of allottees and / or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATION ETC, BY PARTIES:

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The promoter has assured the allottees that the project in its entirety is in accordance with the provision of the Bihar Govt rules (Please insert the name of the state apartment ownership act.) The promoter showing compliance of various laws / regulations as application in _____.

20. BINDING EFFECT:

Forwarding this agreement to the Allottee by the promoter does not create a binding obligation on the part of the promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned sub-registrar Bhagalpur, Bihar (specify the address of the sub-registrar) as and when intimated by the promoter. If the Allottee(s) fails to execute and deliver to the promoter this agreement within 30 (thirty) days from the date of its receipt by the Allottee and / or appear before the sub-registrar for its registration as and when intimated by the promoter, then the promoter shall serve a notice to the allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This agreement, along with its schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment / plot / building, as the case may be.

22. RIGHT TO AMEND:

This agreement may only be amended through written consent of the parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [APARTMENT / Plot] and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the [Apartment / Plot], in case of a transfer, as the said obligations go along with the [Apartment / plot] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The promoter may, at its sole option and discretion without prejudice to its rights as set out in this agreement, waive the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the allottee that exercise of discretion by the promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the promoter to exercise such discretion in the case of other allottees.

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

25. SEVERABILITY:

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

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

Wherever in this agreement it is stipulated that the allottee has to make any payment, in common with other allottee(s) in project, the same shall be the proportion which the carpet area of the [Apartment / Plot] bears to the total carpet area of all the [Apartments / Plots] in the project.

27. FURTHER ASSURANCES;

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

28. PLACE OF EXECUTION;

The execution of this agreement shall be complete only upon its execution by the promoter through its authorized signatory at the promoter's office, or at some other place, which may be mutually agreed between the promoter and

the allottee, in Bhagalpur after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar at Bhagalpur (specify the address of the Sub-Registrar). Hence this agreement shall be deemed to have been executed at Bhagalpur .

29. NOTICES:

That all notices to be served on the Allottee and the promoter as contemplated by this agreement shall be deemed to have been duly served if send to the allottee or the promoter by registered post at their respective addresses specified below:

Rakesh Kumar & Anu Priya___ Names of Allottee

Ward No- 20 , Rajendra Nagar , Post – Koshi Collage , Thana – Chitrgupt Nagar, Anchal- Khagaria , Khagaria ,Bihar- 851204 (Allottee Address)

M/s Jiwansaagaar Realty Pvt Ltd___ Promoter name

113 Park Street, 10th Floor, Poddar Point, Kolkata-700016_ (Promoter Address)

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

30. JOINT ALLOTTEES:

That in case there are joint Allottees all communications shall be sent by the promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

[Please insert any terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the act and the rules and regulations made thereunder.]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (Including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

(1) Signature (Authorized Signatory) _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of :

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

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

SCHEDULE 'B'- FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'- PAYMENT PLAN

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT / PLOT)

SCHEDULE 'E'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)