AGREEMENT FOR SALE

This Agreement for sale made on this **....** in the **Christian year** of **.....** between **M/s Mundeshwari Multicon Pvt. Ltd**., a company incorporated under the India Companies Act, 1956 having its registered office at **Bamhaur Palace, Main Road, Buddha Colony, P.O.- G.P.O.**, **P.S.- Buddha Colony, District-Patna** through its **Managing Director, Sri Samrendra Singh** S/o Sri Saryu Singh resident of Flat No. – 501, Taluka Apartment, Saryu Complex, Budha Colony, Patna – 800 001, hereinafter referred to as the **Builder** of the one Part.

AND

Sri …… S/o …… resident of Flat No. **……..**, , …….. Apartment, P.S. – ……, Dist. – ……. (Bihar), hereinafter referred to as the **Buyer** of the other part.

Whereas the principal land lords / owners namely :-

1. **(a) Smt. Radha Rani Singh** W/o Late Kameshwar Narayan Singh **and (b) Sri Ravindra Kumar Singh** S/o Late Kameshwar Narayan Singh both permanent resident of Ganesh Bhawan, Punai Chak, P.O. – Punai Chak, P.S.– Shastri Nagar, District – Patna, Bihar, the above INDIAN citizen, absolutely seized and peacefully possessed of land bearing Mauza – Kothwan, Thana No. – 37, Thana Code – 158, Tauzi No. – C-18, Khata No.- 145, Survey Plot No. – 332 (part), Area – **40.5 Decimal**, well and sufficiently entitled to all that **free hold land** situated within the limits of **Danapur Municipal Corporation** and **Patna Regional Development Authority** and under the jurisdiction of **Sub-Registrar of Danapur** and Sadar Registry Office, Patna more fully described in the **Schedule 'A'**. The land owner entered into **registered development agreement** with **Mundeshwari Multicon (P) Ltd.** through its Managing Director, **Sri Samrendra Singh** S/o Sri Saryu Singh, bearing deed no. - **13980**, Book No. -**1**, Volume No. - **243**, Page No. **101** to **111**, C.D. No. - **37/2011** Dated **3.5.11** at Sadar Registry Office, Patna.

2. **Sri Uday Shankar Gupta** S/o Sri Ram Nath Sao resident of Mithapur, P.S. – Jakkanpur, Town & District – Patna, Power of Attorney holder through his mother **Smt. Kesho Devi** W/o Sri Ram Nath Sao resident of Mithapur, P.S. – Jakkanpur, Town & District – Patna the above INDIAN citizen, absolutely seized and peacefully possessed of land bearing Mauza – Kothwan, Thana No. – 37, Thana Code – 158, Tauzi No. – 18, Khata No.- 145, Survey Plot No. – 332 (part), Area – **4 (Four) Kathas**, well and sufficiently entitled to all that **free hold land** situated within the limits of **Danapur Municipal Corporation** and **Patna Regional Development Authority** and under the jurisdiction of **Sub-Registrar of Danapur** and Sadar Registry Office, Patna more fully described in the **Schedule 'A'**. The land owner entered into **registered development agreement** with **Mundeshwari Multicon (P) Ltd.** through its Managing Director, **Sri Samrendra Singh,** S/o Sri Saryu Singh, bearing deed no. - **2795**, Book No. -**1**, Volume No. - **47**, Page No. **566** to **575**, C.D. No. - **8/2011** Dated **5.2.11** at Sadar Registry Office, Patna.

3. **Sri Rajendra Prasad** S/o Late Jauhari Lal resident of Mohalla – Sultanpur, P.O. – Danapur, P.S. – Danapur, District – Patna, the above INDIAN citizen, absolutely seized and peacefully possessed of land bearing Mauza – Kothwan, Thana No. – 37, Thana Code – 158, Tauzi No. – C-18, Khata No.- 145, Survey Plot No. – 332 (part), Area – **2 (Two) Kathas**, well and sufficiently entitled to all that **free hold land** situated within the limits of **Danapur Municipal Corporation** and **Patna**

Regional Development Authority and under the jurisdiction of **Sub-Registrar of Danapur** and Sadar Registry Office, Patna more fully described in the **Schedule 'A'**. The land owner entered into **registered development agreement** with **Mundeshwari Multicon (P) Ltd.** through its Managing Director, **Sri Samrendra Singh,** S/o Sri Saryu Singh, bearing deed no. - **3046**, Book No. -**1**, Volume No. - **52**, Page No. **192** to **201**, C.D. No. - **8/2011** Dated **9.2.11** at Sadar Registry Office, Patna.

4. **(a) Smt. Chandrawati Devi** W/o Late Vishwanath Prasad **and (b) Smt. Saraswati Devi** W/o Sri Mukund Lal Bhagat both permanent resident of Mohalla – Kali Asthan, Danapur Cantt, P.O. – Danapur Cantt, P.S.– Danapur, District – Patna, Bihar, the above INDIAN citizen, absolutely seized and peacefully possessed of land bearing Mauza – Kothwan, Thana No. – 37, Thana Code – 158, Tauzi No. – C-18, Khata No.- 145, Survey Plot No. – 332 (part), Area – **6 (Six) Kathas**, well and sufficiently entitled to all that **free hold land** situated within the limits of **Danapur Municipal Corporation** and **Patna Regional Development Authority** and under the jurisdiction of **Sub-Registrar of Danapur** and Sadar Registry Office, Patna more fully described in the **Schedule 'A'**. The land owners entered into **registered development agreement** with **Mundeshwari Multicon (P) Ltd.** through its Managing Director, **Sri Samrendra Singh,** S/o Sri Saryu Singh, bearing deed no. - **29534**, Book No. -**1**, Volume No. - **480**, Page No. **439** to **449**, C.D. No. - **75/2010** Dated **13.12.10** at Sadar Registry Office, Patna.

WHEREAS the aforesaid person/s have entered into a separate Development Agreement for the above referred lands and they have agreed to develop their lands on the terms and conditions noted in the Development Agreement**.**

AND WHEREAS by virtue of the terms and conditions in the development agreement between the builder and the said land owner/s as named above, the builder has framed a scheme to plan, construct and sell a Multi-storied Building complex named as **Mundeshwari Crescent** in the aforesaid land for residential purposes comprising of Flats & Parking spaces etc.

AND WHEREAS the Builder being the promoter and developer of the aforesaid **Mundeshwari Crescent** COMPLEX are developing the aforesaid multi-storied building on the said amalgamated land and is entitled to dispose off the same at its own terms.

AND WHEREAS the Buyer has inspected and/or otherwise and has satisfied himself/herself about the title to the said land and about the right, entitlement and interest of the builder to plan, construct and sell the aforesaid building/ complex, named as **Mundeshwari Crescent** COMPLEX having a/several block/s and the Buyer is also aware of the fact that the builder has entered and/on entering into separate agreements with several other persons and/or parties who are interested in acquiring the proposed flats, parking spaces etc, in the said apartment.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS: --

1. In this agreement unless it be contrary or repugnant to the context.

1.1 BUILDER shall mean the builder named above and its promoters and also its executors, successors and/or successors in interest, assigned representatives and nominees.

1.2 BUYER shall mean and include: --

a) If the Buyer be an individual then his/her heirs, executors, administrators, legal representatives, successors and assigned and nominee/s.

b) If Buyer be a HINDU UNDIVIDED FAMILY, then its karta and member for the time being their survivors and respective heirs, executors, administrators, legal representatives and assigns, nominee/s.

c) In case the Buyer be a partnership firm, then its partners for the time being their respective heirs and executors, administrators, legal representatives, assigned and nominee/s.

d) In case Buyer is a joint stock company, then its successor/s in interest and assigned.

1.3 "LAND" shall mean the said land, as fully described in the schedule 'A' of this agreement.

1.4 "COMPLEX" shall mean all flats of all the wings and parking spaces etc. to be constructed on the said land to be known as **Mundeshwari Crescent** COMPLEX.

1.5 "UNIT" shall mean any flat with joint ownership of its floor roof and wall (In other words the owner of each flat is entitled to owner only half of the floor, roof and common wall without any right of the roof/terrace.) having total built up area enclosing of all walls and common spaces used by all occupants as given in schedule 'B' and shall also include the parking spaces if the same has been acquired by the Buyer.

1.6 "BUILDING" shall mean the multi storied building in which Buyer has purchased his unit and/or units.

1.7 "THE PLANS" shall mean the open or covered space reserved in the described land or in the building as described in the Schedule - A.

1.8 "PARKING SPACE" shall mean the open or covered space reserved on the described land or in the building sufficient for parking of a car/scooter as described in the schedule B-2.

1.9 "ARCHITECT" shall mean **Creative Designers**, Patna and **Space Matters,** New Delhi and/or such other person or firm or company whom the builder may appoint from time to time as the architect for the said complex.

2. The builder shall be entitled to make such changes, additions and/or alterations in the said plans/ building as the urgency of the situation or circumstances shall warrant or require.

2.1 The builder shall be entitled to make such changes, additions and/or alterations in the said plans / building without permission of the buyer. The Buyer will not raise any objection / challenge it on any grounds.

3. The Buyer agrees to acquire from the builder the said flat along with/without the said parking space here in after jointly referred to as the "Said Unit" more fully described in the schedule 'B' hereunder at or for a total consideration as mentioned in part-I of the schedule 'C' hereunder written and the builder has agreed to transfer the same in favour of Buyer at the said consideration.

3.1 The said total consideration shall be subject to standard escalation formulas of the builder more fully mentioned in part-II of the said schedule 'C'.

3.2 The said total consideration shall be paid by the Buyer to the builder as and in the manner set out in part-III of the schedule 'C' here under written. It is also agreed that all such payments shall always be made by crossed A/C payee cheques or pay order or demand draft drawn on any bank in Patna in favour of the builder and that for any payment made in cash, the builder shall not be held responsible.

3.3 In case any Sales Tax, **GST Tax**, Purchase Tax, Registration Tax, Stamp Duty or any other Government Duty or Tax (not being Income-tax) is payable in relation to the said unit, the same shall be on account of the Buyer, who hereby agrees to pay all such taxes and duties. The Buyer further agrees and undertakes to keep the builder indemnified against any such claim or demand that may be made by any authority.

4. The Buyer shall make timely payment of all amounts under this agreement whether demanded or not by the builder. In default of payment of any amount in time Buyer shall pay interest to the builder at the rate of 24% per annum compounded every month on all the amounts, which become due and payable by Buyer to the builder under the terms of this agreement, calculated from the date the said amount becomes payable by the Buyer to the builder unto the date of payment, provided that payment of interest shall not provide the right of cancellation of this agreement by the builder on account of any default committed by Buyer in payment of any amount payable by the Buyer to the builder on due date. It is specifically agreed that time for payment of the consideration amount by the Buyer to the builder as setout in part III of the schedule ''C' hereunder written, shall be the essence of this agreement.

5. The Buyer on clearing all his dues along with interest @ 24% per annum within 30 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 builder shall be entitled at its own option to cancel and terminate this agreement in which event all rights, titles and

interests of the Buyer over the said unit shall stand extinguished and the Buyer shall have no further right, title and interest over the said unit and the builder shall be entitled to transfer the said unit to any other person. Apart from interest at the rate of 24% per annum on all delayed payment the builder shall also be entitled to liquidated damages @ 5% of the amount payable by the Buyer to the builder on the date of termination of this agreement of 2% of the total consideration amount mentioned in Part-I of the schedule 'C' hereunder written, whichever is high and the builder after making such a proportion shall refund the balance amount to the Buyer within 120 days from the date of such termination. It is agreed by and between the parties that the liquidated damages of the aforesaid 5% or 2% just, proper and reasonable.

6. As soon as the said unit agreed to be acquired by the Buyer is completed, the builder shall notify to the Buyer of the said unit of having been completed.

6.1 Within 15 days the date of notice given to the Buyer by the builder the Buyer shall take possession of the said unit after full payment and/or deposit of all amount becoming due by the builder under this agreement.

6.2 The Buyer for the purpose of clause 6.3 given in the following paragraph shall be deemed to have taken possession of the said unit on the 15th day of the date of the notice of completion there of as aforesaid (and such 15th day is hereafter called "the date of possession) irrespective of whether the Buyer takes actual physical possession thereof or not.

6.3 As after the date of Delivery of possession and/or "the date of possession" of the said unit to the Buyer, which ever be earlier the same shall be at the risk and responsibility of the Buyer.

6.4 If even after the 15th of "THE DATE OF POSSESSION" the Buyer fails to make full payment as aforesaid and to take the delivery of possession of the unit, the builder shall be entitled to terminate the agreement at the cost of the Buyer and the Buyer shall be liable to pay full costs, charges and expenses that may be incurred by the builder in connection with such sale and interest @ 24% per annum stipulated in clause 4 above along with liquidated damages 5% or 2% stipulated in clause 5 above.

7. Provided that the entire consideration amount and deposit etc. due by the Buyer to the builder under this agreement are paid to the builder and the Buyer performs all their terms and condition and stipulations contained herein to be entitled to peacefully hold, posses and enjoy the said unit without any interruption by any person/s lawfully or equitably claming for under or in trust for the builder. After occupation, the Buyer shall not use the said unit for any purpose other than for residential purpose for which the said unit is being acquired by him. The Buyer shall keep the common area and the compound of the said building and the complex neat and clean and in proper condition and shall neither occupy, interfere hinder or keep and store any wood, furniture etc. nor shall use the same or the said unit for any illegal purpose or in the manner which

may cause annoyance to the Buyers of other units in the buildings or the complex.

7.2 The fittings, fixtures and amenities to be made and provided by the builder shall generally confirm to the specifications detailed in schedule 'D' hereunder or as may be and/or amended by the architects. It is being agreed that after the date of possession and/or delivery of possession whichever be earlier, the Buyer shall not be entitled for materials, used for construction etc. and the builder shall not be liable for any claim what-so-ever for these or for any other such claim/s.

8. From the date of possession as explained in clause 6.3 above and until transfer to the Co-operative Housing Society/s or Limited company/s or Association/s or here after stated the Buyer agrees and undertakes to pay to the builder regular and punctually whether demanded or not at all times his proportionate share of maintenance charges, municipal rates and taxes on the basis of the municipal assessment and or all the outgoings calculated either on actual or in case the actual is not available on such reasonable estimated amount in respect of the said unit including all rents, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, employees (bill collector, chowkidar, sweeper etc.) and all other expenses incidental to the management and maintenance of the said complex, as may be determined or fixed by the builder, undertakes to pay to the builder the aforesaid proportionate share as may be fixed or determined by the builder every month regularly and punctually on or before the seventh day of every month from which the same are due and payable and shall not withhold the same for any reason whatsoever.

8.1 In default of such payment :

a. The Buyer shall be liable to pay interest @ 24% per annum compoundable every month from the date of the default up to the date of payment.

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

8.2 Until such time the conveyance of the entire complex is executed as here-in-after stated, the Buyer irrevocably agrees to abide by all the rules and regulations framed or to be framed from time to time by the builder and generally do all and every act that the builder may call upon the Buyer to do in the interest of the builder and/or the complex and the Buyers of the others units in the building and/or the said complex.

8.3 The Buyer further agrees and undertakes that the Buyer always be bound to sign all papers and documents and to do all other things as the builder may require from the Buyer from time to time on his behalf safeguarding the interest of the building and/or the said complex.

8.4 The Buyer further covenants and agrees that if the Buyer is found to be a habitual defaulter in payments detailed in clause 8 above or if the Buyer in any way fails to perform and observe any or of the stipulations on the Buyer's part to be observed or performed, the builder after giving warning/s as the builder may deem fit may enter upon and resume possession of the said unit agreed to be acquired here under and every thing what-so-ever and the agreement will stand terminated and deposited money or money already paid by the Buyer to the builder shall stand absolutely forfeited to the builder and the Buyer hereby further agrees to loose and forfeit all rights, titles and interests to possession and enjoyment of the said unit and shall be liable to immediate ejectment as a trespasser and the builder shall be entitled to sell of the said unit at the risk and cost of the Buyer and after adjusting full costs, charges and expenses incurred in connection with such sale and interest @ 24% per annum and 10% of the said sale price towards services charges, the balance if any shall be paid to the Buyer within 120 days of the date of receipt of full payment for the said unit from the purchaser of the said unit.

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

10. The builder shall have the first right and then the said unit to be acquired by the Buyer after payment 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 interest therein or there under without prior written consent of the builder to be obtained by the Buyer giving thirty days notice in writing to the builder, in case of any dues in the part of Buyer to the builder otherwise the Buyer shall have the absolute right to transfer his / her unit with prior notice to the builder on which builder will have no objection.

10.1 The Land Owner may also join in the execution of the sale deed for the purpose of the proportionate share in the land over which the flat has been built.

11. Not withstanding any thing to the contrary elsewhere herein contained the builder may at its option and on receipt of full consideration for all the flats and parking spaces etc. form a Co-operative Housing Society/s or Limited Company/s or, Associations/s of the Buyer of all such flats etc. in such event.

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

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

(C) The Buyer shall have no right, title or interest of any nature whatsoever in the common areas save for the purpose of ingress and agreed right of easements common right of uses and enjoyment.

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

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

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

11.2 In the event of the Co-operative Housing Society/s or Limited Company/s or Association/s being formed and registered before the sale and disposal by the builder of all the units including parking spaces in the said complex, the powers and authorities of the said Co-operative Housing Society/s or limited company/s or Association/s so formed shall be subject to the over all authority of the builder in any of the matter concerning all the building/s in the said complex to the same and in particular he shall have absolute authority and control as regards the unsold units and the disposal thereof and the Buyer whether directly through the co-operative housing society/s or Limited Company/s or Association/s shall not be entitled to object to the builder exercising such right.

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

12. The builder covenants with the Buyer that the construction of the said building shall be completed by **……. 2017** with a grace period of six months provided however, that the time for completion shall be deemed to have been extended in the event of non-availability of building materials or delay in receipt of installments of the consideration amount from the Buyer or Buyer of other units and/or delay due to any reason beyond the control of the builder and FORCE-MAJEURE.

12.1. Same as provided herein, if the builder is not able to give possession of the said unit to the Buyer on the above account or on account of any reasonable cause, the Buyer shall not be benefited to receive the entire money paid by him to the builder towards consideration of the 'said unit'.

13. The Buyer covenants with the builder and through them with the Buyer of the other units that he shall not ever demolish or cause be demolish any part of the said building or any part or portion of the building nor shall be at any time make or cause to be made any new construction of whatsoever nature in such complex or in the said building or any part thereof. The Buyer further covenants that he shall not make any additions or alterations in the internal of the said unit without the previous consent in writing of the builder or the said co-operative housing society/s or Limited company/s or Associations when formed.

13.1 The Buyer hereby undertakes and agrees that he shall not do any act, deed or thing whereby the construction of the said complex including the said building and the said unit be delayed or impeded in any manner whatsoever.

14. The Buyer shall have no claim save and except in respect of the said unit hereby agreed to be acquired and detailed and explained in the schedule 'B' here under given. It being agreed that all spaces, open spaces, lobbies, show cases, roof and /or terraces of all the building and unsold units etc. in the said complex shall remain the exclusive property of the builder.

15. All costs, charges and expenses in connection with formation of said co-operative Housing Society or Limited company/s or Association/s as the case may be as well as the costs of the preparing, executing and registering of the agreement, conveyance, transfer deeds and any other documents required to be executed by the builder as also the professional costs of the attorneys of the builder for preparation and approving such documents and also the stamp duty applicable at the time of conveyance, shall be borne and paid proportionately by the Buyer and the builder shall not be liable to contribute towards such expenses. 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 builder or other behalf.

15.1 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 builder.

16 Any delay or indulgence by the builder in enforcing the terms of this agreement or any forbearance of giving of time by the builder to the Buyer shall not be considered as waiver on the part of the builder of any breach or non-compliance of any of the terms and conditions of this agreement by the Buyer or shall the same in any manner prejudice or limit the rights of the builder.

17. All letters, receipts and/or notices issued by the builder and dispatched under registered letter to the above address or such other address as may be intimated by the Buyer shall be sufficient proof of receipt of the same by the Buyer on the 4th day from the date of dispatch.

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

18.1 In case the construction of the said unit has been completed then all outstanding accounts payable under this agreement to the builder by the Buyer together with interest there on at the rate of 24% per annum with quarterly rests from the date of acquisition unto the date of receipt of compensation money shall be retained by the builder and balance, if any, shall be paid to the Buyer.

18.2 In case the construction of the said unit has not been completed then all costs and expenses of the builder in relation to the construction cost and development charges of the land and building together with interest there on at the rate of 24% per annum with quarterly rests unto the date of the receipt of the compensation. Percent of such total costs and interest after deduction there from the amount received by the builder from the Buyer of the unit as part payment thereto shall so retained by the builder and the balance if any, shall be paid to the Buyer.

18.3 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 here of shall remain unaffected and the Buyer shall pay to the builder all amounts payable here under and shall be entitled to the rent or compensation and all other benefits receivable under such requisition.

19. The Buyer hereby agrees that the builder shall be entitled to create equitable or any legal mortgage of the land and buildings in the said complex either in full or in part for either obtaining loan for itself from any banker institution or any third party for the purpose of construction of the said building and or the said complex.

20. The builder hereby agrees to return all loans and interests thereon, if obtained by the builder for itself for the purpose of financing the construction before the final conveyance of the complex to the said co-operative Housing Society/s or limited company/s or Association/s.

21. In case any dispute or difference arises:-

(A) Before the Delivery of possession and/ or the date of possession between the builder and the Buyer relating to the interpretation of any of the terms and conditions of this agreement then the same shall be referred to the arbitration. Such arbitration shall take place in accordance with the provisions of the Indian Arbitration Act.

(B) After the delivery of possession and/or the date of possession in matters not specifically stipulated in this agreement and also in case of any dispute on any question at any time between the Buyer and any employees of the builder or any other Buyer or Buyer of other units, all such matter shall be referred to the arbitration to the builder or to the nominee or nominees of the builder. Such provisions of the Arbitration Act, 1940 and shall be final and binding upon all.

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

23. All other agreement and or agreements here to before made and which are in any way contradictory to or inconsistent with this agreement shall have no affect.

24. The Buyer will acquire right, title, interest and possession over the said flat on payment of the consideration amount as indicated herein above.

THE **SCHEDULE 'A'** ABOVE REFERRED TO

History : - Land of Smt. Radha Rani Singh / Sri Ravindra Kumar Singh

Whereas the property which is fully described above is a purchased property of **Smt. Radha Rani Singh,** W/o Late Kameshwar Narayan Singh **and (b) Sri Ravindra Kumar Singh,** S/o Late Kameshwar Narayan Singh, which they have purchased separately from (a) Brahmanand Singh, S/o Late Yugal Sharan Singh and (b) Surya Bhushan Singh, S/o Brahmanand Singh on dated 07.05.1986. Since executants have been coming peaceful physical and exclusive possession over the same. within the limit of Patna Municipal Corporation / Danapur Nizamat and under the jurisdiction of Sub - Registrar of Danapur, Sadar Registry Office, Patna more fully described in the schedule of property written hereunder, hereinafter referred to as the "Said Land". The above land bounded on ground as follows:-

South - S. Plot No. 333

North - S. Plot No. 331

East - S. Plot No. 327 / 328

West - Private Rasta

History : - Land of Uday Shankar Gupta (POA of Smt. Kesho Devi)

Whereas the property which is fully described above is a purchased property of **Smt. Kesho Devi,** W/o Sri Ramnath Sao, which she has purchased from (a) Brahmanand Singh S/o Late Yugal Sharan Singh and (b) Surya Bhushan Singh S/o Brahmanand Singh on dated 21.04.1986. Since executants has been coming peaceful physical and exclusive possession over the same. within the limit of Patna Municipal Corporation / Danapur Nizamat and under the jurisdiction of Sub - Registrar of Danapur, Sadar Registry Office, Patna more fully described in the schedule of property written hereunder, hereinafter referred to as the "Said Land". The above land bounded on ground as follows:-

South - S. Plot No. 333

North - Private Rasta

East - S. Plot No. 332

West - Survey Aahar / Road

History : - Land of Rajendra Prasad

Whereas the property which is fully described above is a purchased property of **Sri Rajendra Prasad** S/o Jauhari Lal, which she has purchased from (a) Brahmanand Singh S/o Late Yugal Sharan Singh and (b) Surya Bhushan Singh S/o Brahmanand Singh on dated 21.04.1986. Since executants has been coming peaceful physical and exclusive possession over the same. within the limit of Patna Municipal Corporation / Danapur Nizamat and under the jurisdiction of Sub - Registrar of Danapur, Sadar Registry Office, Patna more fully described in the schedule of property written hereunder, hereinafter referred to as the "Said Land". The above land bounded on ground as follows:-

South - S. Plot No. 333

North - Private Rasta

East - S. Plot No. 332

West - S. Plot No. 332

History : - Land of Smt. Chandrawati Devi / Smt. Saraswati Devi

Whereas the property which is fully described above is a purchased property of **Smt. Chandrawati Devi** W/o Late Vishwanath Prasad **and Smt. Saraswati Devi** W/o Sri Mukund Lal Bhagat, which they have purchased separately from (a) Brahmanand Singh S/o Late Yugal Sharan Singh and (b) Surya Bhushan Singh S/o Brahmanand Singh on dated 21.04.1986. Since executants have been coming peaceful physical and exclusive possession over the same. within the limit of Patna Municipal Corporation / Danapur Nizamat and under the jurisdiction of Sub - Registrar of Danapur, Sadar Registry Office, Patna more fully described in the schedule of

property written hereunder, hereinafter referred to as the "Said Land". The above land bounded on ground as follows:-

South - S. Plot No. 332 (Part)

North - S. Plot No. 331

East - S. Plot No. 332 (Part)

West - Survey Aahar / Road

All the owners have amalgamated their share of land and now the property is bounded as follows:-

South - S. Plot No. 333

North - S. Plot No. 331

East - S. Plot No. 327, 328

West - Survey Ahar / Road

THE **SCHEDULE 'B'** ABOVE REFERRED TO

1. Flat No - **…… Block - …** in **Mundeshwari Crescent** at **….**th floor, measuring **……. Sq.Ft.** having three (3) bed rooms, three toilet cum bath, one kitchen, one drawing cum dining space & three balcony situated at Kothwan, Infront of R.P.S. Engineering College, Khagaul Road, P.S.- Khagaul, Patna and the Flat is bounded as follows:-

   EAST :-

   WEST:-

   NORTH:-

   SOUTH:-

2. Reserve car parking space **for one car.** This will comprise of enough space to park any car of Indian market. The parking space is on "Right to use basis" and will be unwalled from all sides. Under no circumstances it can be used for any other purpose.

3. Proportionate share (Subject to any change in plans & buildings) in land as described in **Schedule 'A'**.

PART – I OF THE **SCHEDULE 'C'** ABOVE PREFERRES TO

Total consideration for the said flat shall be (estimated amount) **Rs. 00,00,000/- (…… Lacs only)** including car parking space & other charges, which shall be paid as hereunder.

PART II OF **SCHEDULE 'C'** ABOVE PREFERRED TO PRICE VARIATION ADJUSTMENTS.

The price as stated in PART-I above is based on cost of steel cement Other Materials and Labour costs as on …….. and the same is deemed in the case of material elements to be related to wholesale price index for all commodities and in case of labour element on the basis of daily labour wages

of unskilled workers as relevant according to the minimum wages and for industrial worker as specified below. In case of any minimum wages act for industrial worker as specified below. In case of any variation in prices of (1) Cement (2) Steel (3) minimum Wages Act (4) Index Nos. The prices shall be subject to adjustments up or down in accordance with the following formulas:-

1. Variation due to steel

VS=O. 88P X K1 – 100 X (S1-SO)/ SO

2. Variation due to cement

VC= O. 88PX K2/100 X (C1-C0)/CO

3. Variation due to labour

VL=0.88 1/2X K3/100 X (L1-LO)/LO

4. variation due to other Materials

VM = 0.881/2 X K4/100 X (11-10) I0

V=VS+VC+VL=VM

WHERE:

V= Total variation of cost payable in rupees.

VS = Amount of price variation adjustment due to steel price in Rupees.

VC= Amount of price variation adjustment due to cement price in rupees.

VL= Amount of price cariation adjustment due to labour price in rupees.

VM= Amount of price variation due to other materials component in rupees.

P= Pro-rata cost of work during the quarter under consideration i.e. Cost of consideration divided by seven.

K1= Percentage of steel components which is considered as 20%.

K2= Cement components which is considered as 20%.

K3 = Percentage of labour component which is considered as 25%

K4= Percentage of the balance material component which is considered as 35%.

S1= The average price of steel prevailing in relevant quarter per M.T.

SO= The average basic price of steel considered as on date ……

C1= The average price of cement prevailing in the relevant quarter per bag.

CO= The basic price of cement considered as per bag.

L1= Average daily minimum wages for unskilled workers prevailing in the relevant quarter in Rs./day.

LO= Basic daily minimum wage for unskilled workers as on date ……..in Rs./day.

I I= All India wholesale price in case of all commodities prevailing as on date …….

PART **III** OF THE **SCHEDULE 'C'** ABOVE PREFERRED TO PAYMENT SCHEDULE

Sl No.	**Particulars**	**Amount (%)**
1.	Booking Amount	20%
2.	Ground floor roof casting	20%
3.	Second floor roof casting	20%
4.	Fifth floor roof casting	20%
5.	Eighth floor roof casting	10%
6.	After Masonary work / Flooring	5%
7.	At the time of possession	5%

Timely payment of the consideration amount will be the essence of the contract.

SCHEDULE - 'D'

STANDARD SPECIFICATIONS OF COMPLEX / APARTMENT

1. STRUCTURE:	Earthquake resistant structure according to latest seismic code, Brick work in cement mortar ratio of 1:6.
2. WALL FINISHES:	Internal – Wall putty with single coat primer, External – combination of stone / brick / textured paint.
3. FLOORING :	Vitrified tiles.
4. KITCHEN :	Ceramic tile flooring, Granite top with stainless steel sink & glazed tiling up to two feet from working top, provision for hot and cold water system with modular kitchen
5. TIOLETS :	Ceramic tile flooring and wall cladding with ceramic fixtures and CP fittings, CPVC / GI plumbing, provision for hot and cold water system in all the bathrooms.
6. DOOR / WINDOWS :	Seasoned hardwood frames with branded factory made shutter doors; powder coated anodized windows / NCL seccolar system.
7. ELECTRICAL :	Modular switches, copper electrical wiring throughout in concealed conduit with provision for light points, power points, T.V. and Telephone sockets, power backup per dwelling with the help of silent generator.
8. ELEVATOR :	Branded high speed lift (Standard Quality) with a capacity of 6 passengers.
9. SECURITY :	Provision for intercom connected to every flat.

IN WITNESS WHEREOF the parties here to have executed and delivered these presents in original and its duplicate carbon copy on the **.....th** day of **October** month and year **Two Thousand Seventeen** first above written.

EXECUTED AND DELIVERED
BY THE BUILDER HERE TO
IN THE PRESENCE OF :-

Witnesses :-

1. **BUILDER**

Pan No.

2.

BUYER

Pan No. –