

AGREEMENT FOR SALE

This Agreement for Sale executed on this Day of, 2019 (Two Thousand Nineteen):

BY AND BETWEEN

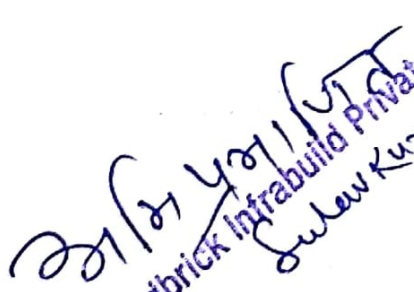
Redbrick Infrabuild Pvt Ltd, Vide its CIN - U45200BR2015PTC024061, a Company Incorporated under the provisions of the Companies Act, 1956, having its office at 162-A, Patliputra Colony, Patna - 800013 (Bihar) represented by its Director Namely Mr Sulav Kumar Singh, Son of late Rajendra Prasad Singh, hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

AND

MR./MS., (Aadhar No.) Son/Wife/Daughter of, aged about Years, residing at, P.O. -, P.S. =, District - in the State of, PIN =, (PAN =), hereinafter referred to as "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

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 (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Appropriate Government" means the State Government;
- (c) "Rules" mean the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2017;


Redbrick Infrabuild Private Limited
Sulav Kumar Singh
19.12.2019
Director

(d) "Regulations" mean the Regulations made under the Real Estate (Regulation and Development Act, 2017;

(e) "Section" means a section of the Act.

WHEREAS:

A. (1) The Promoter Redbrick Infrabuild Pvt Ltd has bought the plot through registered Sale Deed bearing Deed no 4393 dated 01/06/2018, Serial no 4481, Book no 1 Volume no. 73 from the Seller Shri Pramod kumar son of late kulkeval singh resident of village – Baghakol, post Patut, PS – Bikram, District Patna and registered in the Sub registry office Bikram.

(2) The Promoter Redbrick Infrabuild Pvt Ltd has bought the plot through registered Sale Deed bearing Deed no 7994 dated 01/10/2018, Serial no 8141, Book no 1, Volume no. 132 from the Seller Shri Shivpujan Singh son of late Ramkeval Singh and Shri Pramod Singh and Rampukar Singh both son of Shri Shivpujan Singh resident of village – Baghakol, post - Patut, PS – Bikram, District Patna and registered in the Sub registry office Bikram.

(3) The Promoter Redbrick Infrabuild Pvt Ltd has bought the plot through registered sale Deed bearing Deed no 7993 dated 01/10/2018, Serial no 8140, Book no 1 Volume no. 132 from the Seller Shri Madheshwar Singh and Mangleshwar Singh son of late Bachhu Singh, resident of village – Baghakol, post Patut, PS – Bikram, District Patna and registered in the Sub registry office Bikram.

(4) The Promoter Redbrick Infrabuild Pvt Ltd has bought the plot through registered sale Deed bearing Deed no 8306 dated 15/10/2018, Serial no 8460, Book no 1, Volume no. 137, from the Seller Shri Naval kishor Singh, Shri Umesh Sharma, Shri Subodh Sharma, Shri Raghvendradhari Singh all son of late Lalbihari Singh, resident of village – Baghakol, post Patut, PS – Bikram, District Patna and registered in the Sub registry office Bikram.

(5) A registered Agreement for Sale is executed in favour of Promoter Redbrick Infrabuild Pvt Ltd (Buyer) by the Land Lord (Seller) Shri Shivpujan Singh son of late Ramkeval Singh, Shri Pramod Singh and Shri Rampukar Sharma both son of Shivpujan Singh, resident of village – Baghakol, post Patut, PS – Bikram, District Patna and registered in the Sub registry office Bikram vide Deed no 7995, Book no – 1, Volume no 132, dated 1/10/2018 and registered at Sub – Registry Office Bikram.

(6) A registered Agreement for Sale is executed in favour of Promoter Redbrick Infrabuild Pvt Ltd (Buyer) by the Land Lord (Seller) Shri Nilesh Kumar and Shri Shailesh Kumar both son of Shri Rameshwar Singh, resident of village – Baghakol, post Patut, PS – Bikram, District Patna and

registered in the Sub registry office Bikram vide Deed no 1364, Serial no 1416, Book no 1 Volume no 23 dated 01/03/2018 and Registered at sub registry office Bikram.

(7) A registered Agreement for Sale is executed in favour of Promoter Redbrick Infrabuild Pvt Ltd (Buyer) by the Land Lord (Seller) Shri Naval kishor Singh, Shri Umesh Sharma, Shri Subodh Sharma, Shri Raghvendrahari Singh all son of late Lalbihari Singh, resident of village – Baghakol, post Patut, PS – Bikram, District Patna and registered in the Sub registry office Bikram vide Deed no 8315, Serial no 8470, Book no 1 Volume no 138 dated 15/10/2018 and Registered at sub registry office Bikram.

(8) A registered Agreement for Sale is executed in favour of Promoter Redbrick Infrabuild Pvt Ltd (Buyer) by the Land Lord (Seller) Shri Neeraj kumar, Shri Manoj kumar, Shri Randhir kumar and Shri Sudhir kumar all son of late Suraj singh, resident of village – Baghakol, post Patut, PS – Bikram, District Patna and registered in the Sub registry office Bikram vide Deed no 1201, Serial no 1251, Book no 1 Volume no 20 dated 22/02/2018 and Registered at sub registry office Bikram.

(9) A registered Agreement for Sale is executed in favour of Promoter Redbrick Infrabuild Pvt Ltd (Buyer) by the Land Lord (Seller) Shri Umashankar, Shri Om Prakash Sharma, Shri Tridevanand Sharma and Shri Subodh kumar all son of late Kalashdev Singh, resident of village – Baghakol, post Patut, PS – Bikram, District Patna and registered in the Sub registry office Bikram vide Deed no 756, Serial no 788, Book no 1 Volume no 13 dated 06/02/2018 and Registered at sub registry office Bikram.

(10) A registered Agreement for Sale is executed in favour of Promoter Redbrick Infrabuild Pvt Ltd (Buyer) by the Land Lord (Seller) Shri Umashankar, Shri Om Prakash Sharma, Shri Tridevanand Sharma and Shri Subodh kumar all son of late Kalashdev Singh, resident of village – Baghakol, post Patut, PS – Bikram, District Patna and registered in the Sub registry office Bikram vide Deed no 756, Serial no 788, Book no 1 Volume no 13 dated 06/02/2018 and Registered at sub registry office Bikram.

(11) A non registered Agreement for Sale is executed in favour of Promoter Redbrick Infrabuild Pvt Ltd (Buyer) by the Land Lord (Seller) Shri Ravikishor kumar son of Shri Brij Kishor singh resident of village – Baghakol, post Patut, PS – Bikram, District Patna which non judicial stamp no AC 138059 . On 08/01/2019 a registered Agreement for sale is

executed in favour of Redbrick Infrabuild Pvt ltd by the said land lord and registered in Registry office Bikram.

(12) A non registered Agreement for Sale is executed in favour of Promoter Redbrick Infrabuild Pvt Ltd (Buyer) by the Land Lord (Seller) Kanchan Mala Devi wife of shri Jitendra Kumar Sharma resident of village – Baghakol, post Patut, PS – Bikram, District Patna which non judicial stamp no AC 272402.

- B. The Said Land is earmarked for the purpose of plotting project which is approved by local authority.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project “Redbrick Empire” is to be developed.
- D. The Allottee had applied for plot admeasuring SQ Ft , which application no. Dated20..... and has been allotted Unit No. in the project Known as REDBRIK EMPIRE
- E. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna on Dated 2019 on under Registration No. BRERA.....;
- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G. 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;
- H. 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;
- I. 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 said plot;

- J. 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.

1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule B ("Payment Plan")**

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule B**] through A/c Payee cheque/demand draft/bankers cheque or online payment in favour of Redbrick Infrabuild Pvt Ltd.

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 as laid down in Foreign Exchange Management Act" 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under 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 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:

Time is the essence of the Agreement.

6. DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed Plotting map/layout plan, [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans,. 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.

7. POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot – As soon as payment complete and registry done in favour of Allottee, the possession is transferred to the Allottee.

7.2 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 180 days of approval of cancellation request from the Promoter.

7.3 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,

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

8.1 The Promoter has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

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

8.3 There are no encumbrances upon the said Land or the Project.

8.4 There are no litigations pending before any Court of law or Authority with respect to the said Land.

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land 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.

8.6 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.

8.7 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement.

8.8 The Promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said plot to the Allottee in the manner contemplated in this Agreement.

8.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the plot to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be.

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

8.11 The Promoter has duly paid and shall continue to pay and discharge all government 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.

8.12 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. CONVEYANCE OF THE SAID PLOT:

The Promoter, on received of Total Price of the plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot. Registration fee and other fee incurred during the registry of plot will be given/incurred by Allottee.

10. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

11. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot 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 Plot.

12. 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 Plot as the case may be.

13. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

14. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE:

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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

15. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for 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 such transaction.

16. 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 Patna. 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 District Sub-Registrar, Patna in the State of Bihar. Hence this Agreement shall be deemed to have been executed at Patna.

17. 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 sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

ALLOTTEE NAME AND ADDRESS:- MR./MRS.
, Son/Wife/Daughter of, residing at
, P.O. -, P.S. -
, District - in the State of, PIN -, e-
 mail -

PROMOTER NAME AND ADDRESS:- Redbrick Infrabuild Private Limited, 162-A, Patliputra Colony, Patna 800013 (Bihar).

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.

18. JOINT ALLOTTEE:

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.

19. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the plot, prior to the execution and registration of this Agreement for Sale for such plot shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

20. 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 there under including other applicable laws of India for the time being in force.

20. 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.

SCHEDULE - A**Description of the Land on Which Promoter Will Develop****THE PROJECT "REDBRICK EMPIRE"**

All that piece and parcel of total land measuring more or less 37202 Sq Mtr (Thirty Seven Thousand Two hundred two Square Meter) as per approved map

and land Deed Situated at Mauza – Baghakol, PS Bikram, Block Bikram District Patna. Within the jurisdiction District Registry Office – Patna and Sub Registry Office Bikram in the State of Bihar and which is land details as follows :-

Mauza – Baghakol

Thana No. 62

Khata No	Plot / Khesra No	Area
51,97,09,78,56	709, 682, 1152, 1143, and 681	37202 Sq Mtr

BOUNDARY OF THE ENTIRE LAND :-

NORTH :-

SOUTH :-

EAST :-

WEST :-

(Description of the Property Under this Agreement For Sale)

All that **UNIT NO.** having a Admeasuring area of
(.....) **Square Feet** in the project
Known as “**Redbrick Empire**”, Situated at mauja – Baghakol, PS Sonpur
District Saran, **State Bihar**, within the limit of District Registry Office – Chapra
Saran and Sub Registry Office Sonepur in the State of Bihar and which is
bounded as follows :-

- : BOUNDARY OF THE PLOT: -

NORTH : -

SOUTH : -

EAST : -

WEST : -

**SCHEDULE – B
(PAYMENT PLAN)**

A) Advance to be made at the time of booking the plot

SCHEDULE OF PRICE & THE PAYMENT PLAN

All Inclusive Cost of the Unit	
Booking Amount Paid	
Remaining Amount	
Date	

SIGNED AND DELIVERED BY THE WITHIN NAMED: (Allottee)

Signature

Name -

Son/Wife/Daughter of

Address -

.....

SIGNED AND DELTVERED BY THE WITHIN NAMED: (Promoter)

Signature
Name -
Son/Wife/Daughter of
Address -

WITNESSES :

1. Signature
Name -
Son/Wife/Daughter of
Address -

2. Signature
Name -
Son/Wife/Daughter of
Address -

Redbrick Infra Build Private Limited
Julian Kumar Singh
19.11.2019
Director