AGREEMENT FOR SALE OF FLAT

This Agreement made on 20th day of April 2018 BETWEEN **Sri Briji Kishore Mishra** aged about 56 years PAN ABWPM5678Hs/ o Late Hariram Mishra r/o Mohalla 11 Kautilyapuri Colony Near S.S.P. residence Gaya, P.S. Rampur Town/Dist. Gaya (Bihar) hereinafter called and referred to as the **Developer/Vendor** (which terms and expression unless excluded repugnent to context shalll mean and include his administrative legal representative, successor-in-interest, Office or assigne) of the **FIRTS PART.**

AND

Sri_____, age _____years Adhar No. **_____** S/o _____

r/o _____)

("hereinafter to the "PURCHASR") of the **SECOND PART.**

WhEREAS the firs party **Sri brij Kishore Mishra** being the Developer/Builder entered into the Agreement to Develop and construct a multi storied bullding over khata no. 87 (new) Plot No. 1653 (new)

Measuring area 32 decimal, Plot No. 1648 measuring area 1.73 decimal i.e. 754 Sq. ft. and khata no. 232 (new) Plot No. 1647 (n) measuring area 7 decimal land situated at village Kendua tola Kendui, P.S. Magadh Medical College, Gaya Anchal Chandauti District Gaya thana no. 323 ward No 46 under Gaya Municipal Corporation, Gaya which more details given under Schedule-I of this indenture with sri Manoj Kumar Singh and Ranjeet Kumar singh under two registered deed of Development Agreement bearing deed no. 3174 dated 04.03.2015 registered at registration office Gaya in Book No. 1 Volume No. 46 Page No. 182 to 197 stored in CD 7 and another deed no. 2487 dated 03.02.2016 registered at registration office Gaya in Book No. 1 Volume No. 37 Page No. 153 to 159 stored in CD 6.

AND WHEREAS the SECOND PARTY **_____** Purchaser being desirous of purchase the **flat No. ___** on _____ floor with the parking space as well common portion and a proportionate share in the common portion has agreed to purchase which more details given under Schedule-II of this indenture here in after called **"The Unit"**

AND WHEREAS the First party Developers are also entering into separate agreements with several other person regarding flats and other tenements in the said building under construction to be constructed by the Developers. It is recorded that the possession of the said land will be remain with the First party Developers and there shall not be question of any delivery or possession of land unless Units (s) is constructed.

Definition: In this agreement unless it be contrary of repugnant to the subject or context, the word, terms and or expression hereinafter mentioned shall have the same meaning assigned to them as follow:

(i) **Land Owner** shall mean **Sri Manoj Kumar Singh, Sri Sunil Kumar Singh and Sri Ranjeet Kumar Singh** all sons of late Gadadhar Nath Singh r/o Village Kendu

tola Kendui, P.S. Magadh Medical College, Gaya District Gaya and their respective legal heirs, successors, administrator, legal representative and /or permitted assignee or successor in interest and/ or assignee.

(ii) Developer :- shall mean Sri Brji Kishore Mishra S/o Late Hariram Mishra r/o Mohalla 11 Katilyapuri Colony, Near S.S.P. Residence P.S.- Rampur, Town/Dist- Gaya and his administrator, legal representative and/or permitted assignee or successor in interest and/or assignee.

(iii) Purchaser : The Purchaser shall mean Sri Abhishek Kumar r/o Chand Chaura, Gaya, P.S. Vishnupad Thana, town/Dist. Gaya (Bihar) and his legal heirs, successors, administrator, legal representative and/or permitted assignee or successor in interest and/or assignee.

(iv) Land : the land shall mean total area measuring 40.73 dec. of land out of Plot No. 1653, 1648 under khata no 87 (New) Plot No. 1647 appertaining to Khata No. 232 (New) situated at Village Kendua tola Kendui, P.S. Magadh Medical College Gaya Anchal Chandauti Thana No. 323 district Gaya, Ward No. 46 under Gaya Municipal Corporation, Gaya more details in schedule-I of this indenture, which is in possession of Developer.

(v) Unit : The UNIT shall mean flat no. **407 on 4 th floor of chandrashekhar Appartment** building with all fittings and fixtures therein and/or apartment there of as is hereby agreed to be constructed by the developer on behalf of the purchaser and more fully described in **Second schedule** hereunder written.

(vi) Common Parking Space : The COMMING PARKING SPACE shall mean the space provided to the purchaser, if so desire, in the open land at the premises or in shade and/or on the specified ground floor of the building for parking of car/ two wheelers, Flat owner will be provided sufficient parking space at extra cost.

(vii) The covered area shall mean : Covered area of unit: wherever the same relates to the Unit, it shall the area of the unit computed by adding together the following;

a) The floor area comprised in the suit.

b) Area of the walls and pillars (save walls separating the unit from the adjoining units of which only 50% to be added) and

c) The proportionate share in all the common area comprised in the building; e.g. staircase lobby, generator room/ pump room, servant toilets other common built-up area.

(viii) Area of Building : Wherever used to same relates to the building it shall mean the total covered area comprised in all the units in the Building;

(ix) Undivided share : shall mean the undivided and indivisible share in the alnd agreed to be purchased by the purchaser.

(x) PROPORTIONATE SHARE shall mean the proportion in which the covered area of the building provided that where it refers to the share of the building provided that where it refers to the share of the purchaser in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and for taxes are being respectively levied i.e. in case the basis of any level area, rental, income or user then the same shall be on the basis of area, rental in come and user respectively.

(xi) Common portions: The Common Portions shall mean the area, facilities and amenities in the building mint for common use by the co-owners of the building as more fully described in Third Schedule hereunder written.

(xii) Common expenses : The common expenses shall mean the expenses of the nature described in the Fourth Schedule hereunder written.

(xiii) Co-owner: " The co-owner shall mean all persons who have agreed to own units in the building.

(xiv) Sanctioned Plan : The Sanctioned Plan" shall mean the plans for construction of the Building Sanctioned by the Municipal Corporation Gaya vide its order dated 19 July 2016 in Case No. 345/2015-16 u/s 314 of Bihar Municipal Act 2007.

(xv) Common purpose shall mean and include the purpose of keep management, maintenance, administration and protection of the common portion and the open Ind at the premises and the Building and the purpose of regulating actual rights & liabilities of the Co-owner of their respective units and all other purposes of matters in which the co-owners have common interest relating to the premises and the building.

(xvi) Architect/Consultant: The Architect/Consulting Engineer shall mean Architects/Engineer appointed by the developer as Architects for the building from time to time.

(xii) Date of possession : The Date of Possession shall mean the date as defined in clause 8 of the operative portion of this agreement

(xviii) Singular shall include the plural and vice/Versa as and when required/necessity in case of ambiguity.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the purchaser has examined the sanctioned plans thoroughly and satisfied himself about the right of the land Owners/Developers and manner and specification of construction and the measurement of the unit and agrees not to raise any question or objection in respect there of or any change or amendments that the Developers may make therein. If for any reason, any changes are required

to be made by the sanctioning Authority, Architect or Developers resulting in reduction or increase in the above mentioned area of flat/parking spaces or its location, on claims, monetary or otherwise will be raised or accepted except that the rate per sq. ft. will be applicable on the changed area. If any difference is found at the time of handing over the actual possession of the said flat to the buyer the price will be adjusted accordingly. The Purchaser further confirm to have examined and accepted the title of the owners in respect of the land to be free from all encumbrances and agrees not to ever question and/or dispute the same and/or make any requisitions concerning the same.

2. That for consideration mentioned in part I of sixth schedule hereunder to be paid in installment as mentioned in part II of the seventh schedule hereunder. The developer agrees to construct and complete and make tenable in the manner hereinafter mentioned the said unit, the parking space and the common portions. The said consideration includes the cost of construction and completion of the unit, the parking space if any and the common portions proportionately.

3. The developer shall construct and complete and make habitable the said unit, the parking space and common portions in the manner with the amenities and provisions as mentioned in the 6th schedule hereto by 2.5 years with a grace period of 6 months with good quality materials and good workmanship subject always to various flat buyers making timely payment if delay/ days lost due to once major reasons caused by non-availability or essential items for construction, loss of working days due to bandh, lookouts etc. change of policy by the Government and local authorities and other causes beyond the control of the developers occurs, in that case, the time so lost shall further be added to the above mentioned period besides the grace period of 6 months. No claims by way of damages,

compensation shall be against the Developers in case of delay in handing over the possession on account of the said reasons or any other reason beyond the control of the builder.

3.1 IN cases the building are not complete or the flat to be acquired by the buyer is not constructed (within 3 years) in normal condition (excluding the situation behind control of the builder) 8 % p.a. simple interest will be paid by the builder.

3.2 It is further clarified that the purchaser in no case will terminate the contract placed with the developers. The remedy of the purchaser for default of t he developers. The remedy of the purchaser for default of the developers if any will only be to claim damages.

4. That the form and the terms, conditions and covenants of all documents to be executed in pursuance hereof shall be such as to be decided by the Advocate for giving effect to the Principal construction Agreement as supplemented by the these thereto and purchaser shall not raise any objection there to and shall observe the covenants thereof.

5. That in addition to the said consideration, the Purchaser shall also pay to the developer the following. :-

a. for Providing any work in or relating to the unit at the written request of the purchaser and for providing any necessary facility or utility in the said unit, common portions and/or portions in the said premises in excess of those mentioned in the sixth schedule hereto provide that it any work or provisions be for the purchaser in or common with some or all of the other co-owners the purchaser and all of such Co-owners shall the charges therefore proportionately & the purchaser shall be liable to pay only his proportionate share thereof.

6. That all betterment fees and similar levies. Fee, charges sales taxes if any charged or to be charged by the Government or Municipal Authority relating to the building or any part there of, proportionately paid by the purchase.

7. That the purchase will pay total amount which has been worked out on the basis of prevailing price of construction materials, labor and on the basis of prevailing price of construction materials, labor and other inputs and no escalation will be payable by purchaser if the escalation is within/up to 10% However purchase agrees to pay escalation amount if it exceeds by 10% w.e.f. the date of the contract on actual basis for which developer will provide sufficient proof and calculation sheet.

8. That all the payment shall be made as per the payment schedule mentioned under schedule 6 of this deed

9. That an interest@ 1% per month will be payable, in case of delay in payment by one month on overdue amount by the purchaser.

10. That after taking delivery or possession of the unit (s) along with parkig space, the purchaser will be exclusively entitled to possess the said unit (s) a and the space and is also entitled to let out, to rent, issues and make profit there from.

11. That the land Owners/Developers will execute proper deed of conveyance in favour of purchaser after total payment of consideration mad by the purchaser against the land the unit and additional charges, if any.

12. That upon completion & delivery of possession the purchaser shall have acquired rights and interest in the building and in the said unit in no case, the purchaser will have any claim or ritht on the roof and / or terrace of the Building and/ or other open and/or covered spaces in the premises and/or the building which are not expressly stated to belong to the purchaser and/ or the co-owners. The purchaser

shall not in any manner obstruct the developer inn carrying out any work in any portion of the said premises and/ or the Building so long as the purchaser's said rights over the unit the parking space and common portion be not unreasonably affected.

13. That notwithstanding the aforesaid the purchaser shall not sell encumber or enter into any deal with and/or enter into any agreement for the same with any reason or of any nature in regard to the said unit and the parking space until all amounts payable to the developer be not paid by the purchaser and until the date of possession without the written consent of the developer.

14. That during the construction and all items thereafter the said unit, the parking space (wholly) and the common protion (Proportionately) shall be at the risk of the purchaser who shall be liable to pay all amounts becoming payable hereunder and/or otherwise to perform all this covenant hereunder irrespective of any loss, destruction, acquisitin and/or requistion.

15. That the Developers shall be entitled exclusively to on behalf of the purchaser all compensation becoming receivable in respect of the said unit the parking space, the common portion and the said undivided share until all the amounts becoming payable the purchase to the developers hereunder be not fully paid and the purchaser shall co-operate therein and shall not obstruct not the same in any manner whatsoever and shall also grant such authorities be required there of by the developers.

16. That the purchaser shall take possession of the said unit and the parking space on the 15 th day of service of letter/ notice/information to the effect and shall for the purpose herein be deemed to be the **"date of Possession"** there of irrespective of when the purchaser takes accrual physical possession of the said unit.

17. That the purchaser shall take possession of the said unit on or before the date of possession after fulfilling all the covenants and until such fulfillment the developer shall not become liable to deliver such possession. This will be without prejudice to the other obligations, purchaser and also agreed and clarified that the developer shall have the option to with held/ delay/kept in abeyance the delivery of possession of the said unit until and unless conveyance of the said undivided share be executed and registered by the Owners/Developers in favour of purchase as per and under the terms and conditions of purchaser's earlier contract.

18. That after the date of possession, the purchaser shall not raise any objection or make any claim of any nature whatsoever regarding the construction of the said unit. The said unit shall for all intent and purposes will be deemed to be completed and the Developers Provides reasonable egress and ingress there to & water & electric connection (temporary or permanent) there in.

19. That it is further agreed that before the date of possession, the purchaser shall pay to the Developer II amounts becoming due and payable hereunder, pay to and/or deposit with the Developer the amount and for the purposes and on the conditions mentioned in part IV & V of the seventh schedule here under besides Escalation charges, if applicable and payable to the developer the sales tax in respect of the work and suppliers as per the law if applicable, Exe cute the papers and documents required by the developer including those mentioned in the Eight Schedule hereunder.

20. That form and after the date of possession the purchaser covenants as follows:-

a To co-operate with the developer by becoming member of the society and works relating to common purpose.

b. To observe the rules framed from time to time by the developer & the society for quiet and peaceful enjoyment of the building and said premises as a decent residential complex or reputed, respectable and well placed persons.

c. To allow the developer and its workmen to enter into said unit for the purpose of completion of construction of the building and acts relating to common purpose.

d. To pay and bear the common expenses proportionately.

e. To let out or part with the possession or the said unit only after prior information in writing to the Developer and to the Society of the full Particulars of the occupant and the rent of all other charges and benefits receivable by the purchaser in respect here of the Extent necessary fro assessment of the liability for rates, taxes and impositions and/ or management. It is being clarified that incase of transfer or sale, the purchaser will not be required to disclose to consideration or other terms of transfer.

f. To pay electric and other utilities consumed in or relating to the said unit.

g. To use the said unit only for the purpose of which it is intended. It is being clarified that the buildings are designed for residential purpose only.

h. Not to put any name plates on the outside wall or in inside wall or the unit or the building except the palce as will be approved by the Developers and the society.

i. Not to change the outer elevation of the building.

j. Not to ever demolish or cause to be demolished any part of the said building nor shall be at any time make or cause to be made any new construction of whatsoever nature in the said building.

k. Not to make any addition or alteration to said flat withoutu the previous consent in writing to the developer or society.

I. The payments and deposits shall be made by the purchasers mentioned in schedule 6th and also in when asked from time and within 7days of the purchaser getting the bill for the same in the said unit at the above address of the purchaser.

m. Society shall manage and maintain the buildings and the said premises and/or do all works relating to common purpose and the purchase shall pay to the society a fixed amount at the prevailing rate subject to minimum stated amount as mentioned in Part-III of the sixth schedule.

n. All amounts to be deposited by the purchaser here fo shall be utilized only for the purpose for which the same are made subject to however other provisions here of.

o. After completion of the Building in all respect, the purchaser shall join the society as soon as possible for maintenance and management and for other common purposes and the co-owners (including the purchase) shall be made the proportionate shall holders there of.

p. Purchaser shall bear and pay the proportionate share of expenses of the society.

q. The Developer shall transfer all his/their riths and obligation to the society in respect of the common purposes as per his/their option either upon the completion of the Building in all respect or earlier. The developer shall also transfer the residue then remain of the deposit as referred to in parts - III and IV of the sixth Schedule, if any made by the purchaser after adjusting all amount remaining due and payable by the purchaser and the amounts thus transferred shall hence forth be sol held be the society in the account thus of the purchaser for purpose for which the same is intended. the society of co-owners including the purchaser) shall however remain liable to indemnify the developer for all liabilities fue to no fulfillment of their respective obligations hereunder.

21. That the society shall draw all rules and regulations for management and maintenace and all other documents for common purpose and/or in pursuance here of and containing such covenants as is the sole discretion of the society which shall be accepted by the purchaser without any objection.

22. All stamp duty, registration charges and incidental expenses in addition to the Advocate fee as prevailing for nor relating to all documents as the purchaser envisaged here under shalll be borne and paid by the purchaser within 7 days of the same being demanded by the developer.

23. The purchaser agrees not to raise any objection to the draft to be prepared by the Advocate but shall have been liberty to seek reasonable clarification from the advocate.

24. That in case the purchaser commits default in fulfilling and observing its covenats herein contained and within the respective period as specified here in then and in such event the agreement shall stand terminated and all rights and claims fo the purchaser against the Developer, the society and/ or the said premises, the Building and/or the unit, the parking space shall stand extinguished and the undivided share and the right to receive the said unit the parking spaces and all other riths and interest of the purchaser in the unit the parking spaces and all other riths and interest of the purchaser in the unit and the Building and the said Premises shall also stand forfeited and/or vested in the Developer as the nominee for the purchaser without any right of the purchaser to receive any amount whatsoever paid hereunder, the Developers shall be entitled to have all such rights aforesaid transferred in its own favour and/or in favour of its nominee without any way becoming liable to pay any amount or additional amountn for the same to the purchaser.

25. That immediately upon termination or forfeiture of the rights and interest of the purchaser as mentioned in Clauses immediately herein abvoe mentioned, the purchaser shall hand over vacant possession to the Developer of the said Unit, the parking space and all other parts of the Building and the said premises int he possession by virtue here of and the purchaser shall until such delivery of possession pay to the developer profits and/or damages to be calculated by the market I getting out value of the said unit and incase said unit be in occupation if any tenant or toher occupant then become liable to pay to the developer the rent, licence fees and all together amounts whatsoever becomeing payable by him in respect of the said unit and the purchaser shall not claim, demand or receive any such payment or obstruct in the developer collecting the same.

26. That without prejudice to the aforesaid, the Developer and after possession the society shall also be entitled to with held all utilities ands facilities to the purchaser and/or the said unit including electricity and water supply and/or other services until the time the purchaser continues in default.

27. That in case the developer agrees to condone the default of the purchaser upon paymnet of all the amounts remaining unpaid then and in such event purchaser shall along with such arrears, also pay compensation for the loss and; or damages suffered by the Developer and also interest at the rate of 2% per month for the period of default of all amounts remaining unpaid.

28. That notwithstanding anything to the contrary elsewhere herein contained, the rood and/or terrace of the building shall always be the property of the oener and the purchaser shall have no right of any nature therein. The owner shall always have the right to perfect further floor or floors above the existing sanctioned

building and to own, use and enjoy the same with heritable and transferable rith therein.

29. That all dispute and difference between the parties hereto in any way relating to or connected with the building and/or this agreement and/or anything done in pursuance here of shall be ref erred to the Arbitrator for arbitration appointed by the Advocate and the award made by such Arbitrator shall be final and binding on the parties here to . Such Arbitration shalll otherwise be in accordance with the Arbitration and Conciliation Act. 2003

30. That only courts having original jurisdication over the premises shall have the jurisdication in all matters realting to or arising out of this agreement.

31. That all notices which has been delivered for dispatch to the postal authorities by registered post with acknowledgement due at the last known adddress of the addressee of the either party hereby eigher of the parties to other shalll be deemed to have been served on the 7th day from the date & the same .

SCHEDULE ABOVE REFERRED TO ABOVE

SCHEDULE-1

All that piece and part of landed property along with the structure there on measuring and area of **40.73 dec**. situated at Village **Kendua tola Kendui,** P.S. Magadh Medical College Thana No. 323 Anchal Chandauti Ward No. 46 under Nagar Nigam Gaya Distt. Gaya.

Khata No.	**Plot No.**	**A-D**
87(new)	1653 (new)	0-32
87(new)	1648 (new)	0-01.73
232(new)	1647 (new)	0-07
	Total	0-40.73 Dec.

[Forty point seven three decimals]

Schedule-2

(The Unit)

All that the flat/apartment comprised in and bearing flat No 4087 on Third Floor in schedule-1 of the Building and having a super built-up area or 1237 square feet and its proportionate share in land.

Boundary.

North - _____

South - _____

East - _____

West - _____

Lower - Flat No_____

Upper - Flat No.____

Schedule-3

(Common Portion)

1. Common Parking space, common path as, Passages, Driveways, from back and side set backs of the building and main entrance to the Premise and the building.
2. office cum security Guards Room;
3. Common Boundary walls and Main Gate;
4. Drainage and sewage and all pipes and other installation for the same (except only those as per installed within the exclusive area of any unit and/or exclusively for its use).

5. low tension and/ or high tension electrical installation and its room (if any) and all electrical and other fittings (excluding only those as per installed within the exclusive area of any unit and/or exclusively for its use).
6. Stair Case, stairi Case Landing and;/or mid landings on all floor in the building.
7. Lift and lift Area
8. Lobbies on all floors,
9. Tube well/ Deep Bore well and its installations, if any,
10. Water pump, water tanks and all common plumbing installatiions for carriage of water (save and exert those as are exclusively within and for exclusive use of any units).
11. Such other common parts, area, equipmentns installations, fittings fixtures and space in or about the premises and the building as are necessary for passage to and/or user of the Units in common by co-owners BUT EXPRESSLY EXCLUDING the and /or terrace and the pupate walls of the Building and covered area of units of other co-owners and the car parking spacess may be demarcated by the developer from time to time if any on the open land at the primises of in the ground floor for exclusive use of any units Owner of Occupier,

Schedule-4

1. All cost of maintenance, operating, replacing, repairing, white washing maintaining, redecorating, reconstructing and/or lighting the common portions in the Building including their outer walls;
2. The salary of all person employed for common purpose includingn Guards, secrurityy personnel, plumbers, electricians etc
3. Insurance premium for insuring the Building.

4. All charges and deposits for supplies of common utilities to the co-owners in the common;
5. Water tax and other levies in respect of the premise and the Building save those separately assessed on the purchaser.
6. Cost of subscription for membership ofo Society.
7. Cost or running, maintenance, repairs and replacemnet of"

A) Transformers (if any)

B) Water purose and its installation .

C) Deep tube well/Bore well (in any)

D) Generator and other common Installations

8. Electricity charges for the electrical eenrgy consumed at the common portions and/or for the operation of the common services,
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common protions;
10. The office expenses incurred for maintaining an office for running the society.
11. All other expense, taxes, rates and other levies etc. as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owners in cluding such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

Schedule-5

(Particulars of construction)

Constriction to be made and equipment, fittings and fixtures to be installed and provided in the Building shall be new and of standard make and of good quality a and according to the plans and advice of the architect including the following;

a) Building foundation:- The building foundation will be based on seismic zone and considered its resistance as suggested by structure designer.

b) Super structure :- The super structure will be made of R.C.C. with 10" thick Brick walls (1:6 mortar) on all external surfaces and 5" 73 "thick internal portion Walls (1:5 mortar)

c) Plaster & Color Wash :- All interior wall and ceiling will have cement plaster of requisite thickness and finished with plaster of paris. All exterior wall including chhajjas, bonds, cornices will have cement plaster (1:6) and shall be finished with cement based paint.

d) Flooringn & Skirting :- All rooms, lobbies will have vitrified/Floor titles with 4 " skirting all around.

e) Toilets :- All toilets will be provided with concealed P.P.R. pipes and fittings of approved quality, while porcelain basin, white commode with low down cistern. All toilets will have the flooring of vitrified/ floor Tiles and the wall tiles up to 6' height.

f) Kitchen :- The kitchen will have the flooring of vitrified. floor Tiles, will have one R.C.C. platform with Granite topping for cooking and a stainless steel sink with concealed pipe line and brass CP fittings/Mixture. The Dado in cooking and washing area will be of glazed tiles of 3' height.

g) Doors :- All doors will have Saalwood frame and minimum 30 mmthick designer panel/Flush shutter & fitted with normal fittings.

h) Windows:- All windows shall be of aluminum section with three tracks along with glass & a net and with standard fittings.

i) Electrical works :- Electrical points for lights, fans, irons kettles, etc shall be provided with concealed PVC conducts copper wire and switches and plus points at s suitable places. Fans and Lighting fixtures are not included.

j) Electric Meter :- A separate electric meter for each unit has to be arranged by the purchaser in tune with the concerned Electricity Board's regulation.

k) Water Supply :- Tube well. / Deep Bore well boring and overhead water tank will be provided with suitable pump and meter.

l) Deep Tube well:- A deep tube well with suitable pump will be installed.

Schedule-6

PART-I The total consideration amount payable by the purchaser to the Developer shall be_____/- sq. ft. for _____ sq. ft. Super built up area _____, Carpet Area _____total amounting Rs. _____(Rupees) will be paid by the purchaser..

PART -II (payment Schedule)

(a) Total consideration amount Rs._____(Rupees_____) is agreed to be paid by the purchaser in cash/cheque.

(i)	Booking Amount.	Rs. 2,50,000/- (One Lakh Fifty only)
(ii)	On or Before 30 Days of Booking	10% of total amount (Less Booking Advance)
(iii)	After casting of First slab	10% of total amount
(iv)	After casting of Second slab	10% of total amount
(v)	After casting of Third slab	10% of total amount
(vi)	After casting of Fourth slab	10% of total amount
(vii)	After casting of Fifth slab	10% of total amount

(viii)	After Roof Casting	10% of total amount
(ix)	After Brick Work	10% of total amount
(x)	At the Time Of Finishing	10% of total amount
(xi)	At the time of Possession	10% of total amount

Total Rs. _____

(Rupees_____)

PART - III (Maintenance charges & Taxes)

The maintenance charges payable in pursuance of clause 18[m] of the operative provision of this agreement will be decided by the members of the society form time to time

PART-IV (Deposits)

(Particulars of items for which deposits shall be made by the purchaser at or before the date of Possession)

For security deposti of electric connection to the said unit and/of the building decided by the purchase considering and in view of the prevailing amount fixed by the Electricity Board.

PART-V

(Purchaser to pay at or before the date of possession of the said unit)

a) **Charges of Advocate :-** Against the fees of the Advocate, 100% Shall be paid/or deposited with the Developer at or before the execution of this agreement.

b) **Charges for Stamp duty & other Miscellaneous:** The purchase shall also pay and/or deposit with the developer the estimated stamp duty, registration charges, GST taxes as well other miscellaneous charges of all documents in pursuance of this agreement.

c) **Purchaser to pay all other amount** (if any) till the date of possession which becoming due and payable by the purchaser under the provisions of this agreement.

Schedule-7

(Delivery of Papers)

a) Survey Khatiyan of mouza Kendua thana No. 323 Khata no. 87 and 232

b) Mutation order passed by Nagar Anchal Chyandauti Gaya in respect to Mutation case no. 2138/2013-14 and 956/2014-15

c) Current Land Revenue Govt. Rent Receipt, in the name of land owner.

d) Registered deed of General Power of Attorney bearing deel no. 20 dated 27.01.2014 registered at Gaya in Book No. 4 Volume No. 1 Page No. 160 to 168 CD 1

e) Registered deed of Development Agreement bearing deed no. 3174 dated 04.03.2015 registered at Gaya in Book No. 1 Volume No. 46 page No. 182 to 197 CD 7

f) Registered deed of Development Agreement bearing deed no. 2487 dated 03.02.2016 registered at Gaya in Book No. 1 Volume No. 37Page No. 153 to 161 CD 6.

g) Sanctioned map for proposed multistoried building sanctioned by Municipal Corporation Gaya vide Case No. 345/2015-16

IN WITNESS WHERE of the parties here to have executed any deliv ered these presents on the day, month and year first above written.

WITNESS

Drafted by