AGREENMENT FOR SALE

This Agreement for Sale is executed on this ……th day of ……., 20……..,

BETWEEN

M/s Nutan Realtors Pvt. Ltd. , a company incorporated under the company Act 1956, vide registration No.U45200BR2009PTC014620 having its registered office at 8th Floor, Nutan Plaza, Bandar Bagicha, Patna, (PAN- AADCN1692D), represented by its Directors (1) Sri Sanjay Kumar Sinha, son of Sri Dharmendra Prasad Singh (Aadhar No.- 752975826418) resident of Flat No. 601, Radha Krishna Complex, R.K. Bhattacharya Road, Exhibition Road, Patna (2) Sri Upnesh Kumar son of Sri Dharmendra Prasad Singh (Aadhar No. 4691 6474 7715) resident of Flat No. 201, Madhav Palace, R.M.S. Colony, Kankarbagh, Patna having been appointed as authorized representative of the company to act, sign, execute, any legal documents or transfer of title as well as other official documents on behalf of the company vide board resolution No. 2008-09/3 dated 04.12.2009, 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, executors,

administrators and permitted assignees, including those of the respective partners).

AND

Mr. / Ms. Buyers Name (Adhar No. ……..Son / daughter of _____, aged about _____, residing at _____, (PAN-_____), hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest, executors, administrators and permitted assignees).

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" means the Bihar Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2017;
(d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2017;
(e) "section" means a section of the Act.

WHEREAS:

Where as Sri Mulchand Singh, Sri Ram Bujawan Singh and Sri Prithwipal Singh, all sons of Sri Krishan Singh happen to be the

joint katinayani ratiyats of large chunk of land including the land measuring an area of 65 Decimals equivalent to approximately 20.8 Khatas bearing plot no. 395 to 407 & 409 appertaining to Katha No. 220,191,174,237, 169 & 25 lying & situated at Mauza-Sadikpur Jogi under revenue survey Tana No. 09, Tauzi No. 227 in the Town & district of Patna, more fully described in the secdule of property written hereunder ;

Whereas by virtue of intestate succession and to successive family partitions among the co-shares of the entire immovable property of sri mulchand singh, Sri Ram Bujhawan Singh and Sri Prithwipal Singh, the aforesaid piece of land, morefully described in the secdule of property, fell in exclusive of Sri Ranjeet Kumar Singh, Ajay Kumar Singh and Sri Rajesh Kumar who are the absolute owners of the same.

The landowner above named desirous of raising his **Lot- II** piece of land for the development and construction of a multistoried residential building complex over there through a developer of repute, entered into a **Development Agreement** with the Developer, **M/s M/s Nutan Realtors Pvt. Ltd**, the party of the First Part, vide **Deed No24677**, executed & registered on **22.12.2009,** recorded in **Book No. 1, Volume No. 395 on pages 380 to 399, CD No. 61/2009 of the Sub-Registry, Patna**, whereby the said Developer agreed to develop the Lot-II land and to construct the desired multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking pace togetherwith undivided proportionate share in the Lot-II land in the ratio **50** (landowners): **50** (developer) and upon certain other terms and conditions as contained under the said Development Agreement;

Under the terms of the said Development Agreements dated **22.12.2009**, the landowners and the Developer agreed to amalgamate the entire piece of land and get a consolidated plan

for construction of the proposed multistoried residential building complex over there;

The said proposed multistoried residential building complex is under construction in accordance with the construction plan approved by the Patna Nagar Nigam vide Building Plan Case No. **CA/91/14391/07-2009/PMC-30-10/24-01-11** and its completion in Three blocks, Block-"A" "B" & Block-"C", comprising of Ground Floor and 4 Upper Floors, is in the offing by the name of "**BHAGYA GIRI APARTMENTS**";

Under the terms of the said Development Agreement dated **22.12.2009** and in terms of a Supplementary (Sharing) Agreement in between the Developer/ Vendor and the Landowners, their respective shares have been mutually allotted.

Developer's Share

(Describe in Schedule - A)

Flat No. ……., Block-"…" together with corresponding one Car Parking Space of **"BHAGYA-GIRI APARTMENTS**" and proportionate share in the **First Schedule** land falls within the 50% share of the Developer/Vendor, the party of the First Part;

In assertion of his right to 50% share in the land and building of "**BHAGYA-GIRI APARTMENTS**" and in exercise of the entitlement vested under the provisions of the Bihar Apartment Ownership ACT, 2006, the Vendor/Developer has conducted negotiations with the Vendee of the Second Part and has agreed to sell to the Vendee, **……**, the immovable property, **Flat No. ……., Block-"……..."** togetherwith corresponding one Car Parking Space as well as an undivided proportionate share in the land of the multistoried building, morefully described in the **Schedule - ……..**

hereunder written, on the terms and conditions hereinafter appearing and for a total consideration amount of **Rs. ……./- (Rupees ……..)** only to be paid by the Vendee to the Vendor/ Developer;

An amount of **Rs. ……/- (Rupees ……..)** only has already been paid by the Vendee to the Vendor/ Developer and the rest of the consideration amount is to be paid in accordance with the Mode & Manner of Payment of Consideration as mentioned in the **Third Schedule** hereunder written.

A. The Said Land is earmarked for the purpose of building a residential project comprising multistories apartment buildings and (insert any other components of the Projects) and the said project shall be known as **'BHAGYA-GIRI APARTMENTS'**

B. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be construction have been completed.

C. The **Patna Municipal Corporation** has granted the commencement certificate to develop the Project vide approval dated .24.01.2011 bearing no. **CA/91/14391/07-2009/PMC-30-10/24-01-11**

D. The Promoter has obtained the final layout plan approvals for the project from **Patna Municipal Corporation.** The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

E. The Promoter has registered the Project under the provisions of the Act with the **Bihar Real Estate Regulatory Authority** at **Patna** on _____ under registration no. _____.

F. The Allottee has applied for an apartment in the Project vide application No…….. dated _____

and has been allotted flat no. _____ having carpet area of _____ square feet, Type _____, on_____ (Tower/block/building) No. _____ along with garage / closed parking No._____ admeasuring _____ square feet in the _____ (Please insert the location of the garage / closed parking). As permissible under the applicable law and of pro rata share in the common areas…….. as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more Particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**).

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

H. _____ _____ [Please enter any additional disclosures/details]

I. 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;

J. 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in para G;

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G;

1.2 The Total Price for the Apartment based on the carpet area is Rs._____ (Rupees _____ only ("Total Price") (Give break up and description):

Block/Building/Tower no. ___ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Price of Apartment based on carpet area including internal walls (but excluding external walls, area under service shaft, exclusive balcony or verandah area, exclusive open terrace area)	
Price of exclusive balcony or verandah area, exclusive open terrace area	
Price of proportionate share common areas and facilities	
Preferential location charges,	

Cost of providing electric wiring, electrical connectivity to the apartment, security amount to be deposited with electric supply company	
Cost of lift, water line, plumbing, generator, fire detection and firefighting equipment	
Maintenance Charges for one year after receipt Completion Certificate/ Occupancy certificate	
Taxes	
Garage/Closed parking - 1	
Garage/Closed parking - 2	

Explanation:

i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the

allottee to the promoter shall be increased/reduced based on such change / modification;

Provided further that if there is increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

Provided further that the allottees' share of cost of formation of association of allottees (i.e., all legal costs, charges and exp including professional costs of advocates, cost of preparing its rules, regulations and bye-laws) and cost of preparing and engrossing the conveyance or assignment of lease shall be payable by the buyer in addition to above cost;

Provided further that the allottees' share stamp duty, registration charges and other legal costs of conveyance or lease or any other document of the structure of the building or wing of the building payable by the association of allottees shall be payable by the buyer in addition to above cost;

Subject to provisions of clause 1.6 hereinabove, if the allottee requests for any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E', same shall be carried out by the Promoter to the extent permissible under this agreement including the provisions of the Act and the Rules. Cost of such additions and alterations shall be charged extra from the allottee.

iii. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

iv. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring. electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost of providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there

is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sales is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 [Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by

furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan **as provided in Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Apartment/ Plot];

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Land] and the Project.

(iv) The allottee has the right to visit the project site to assess the extent of development of the project and his apartment/ plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/Plot] along with ____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with _____ [Please insert the name of the concerned competent authority] to be filed in accordance with the _____ [Please insert the name of the relevant State act, if any].

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

1.12 The Allottee has paid a sum of Rs, _____(Rupees_____only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules i.e., 2% above the PLR of State Bank of India.

2. MODE OF PAYMENT

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

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 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 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matter specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to

the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application /allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

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

Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the the Bihar Real Estate (Regulation and Development) Rules,2017 and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand

terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. Provided that in the absence of local law, conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after issuance of completion certificate for the project. The Promoter shall hand over the occupancy certificate of the [Apartment/ plot] to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the

time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2..

7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall hand over the necessary documents and plans, including common areas, to the association of allottees or competent authorities, as the case may be, within thirty days after obtaining completion certificare].

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act, provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly

completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within forty-five days of its becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

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

(iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment /Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common

areas to the Association of the Allottees or competent Authority as the case may be;

(x) 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;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of the apartment, plot or building, as the case may be, along with common areas (equipped with all specifications amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Apartment /Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in

possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for ____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond ____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate* and the completion certificate as the case may be, to the allottee. Provided that, in the absence of local law, the conveyance deed in favour of allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold

registration of the conveyance deed in his/her favour till stamp duty and registration and other charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit

the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

15.4 The allottee shall always make timely payment of maintenance charges to the Promoter/ association of allottees. This is condition precedent for unhindered use/ enjoyment of common facilities. The allottee shall be liable to interest for late payment of maintenance charges as may be decided by the Promoter or the association of allottees. In case of continuous default of three installments in payment of maintenance charges the allottee may be liable to pay penalty as may be decided by the association of allottees.

15.5 The allottee shall be liable to tax on land and building leviable under any law by the local authorities on the apartment allotted to the allottee and its share in undivided interest in the common areas and facilities appurtenant to such apartment allotted to the allottees which shall be deemed to separate property of the allottee for the purpose of assessment of tax on land and buildings leviable under such laws.

15.6 The allottee shall not do any work which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair any easement or hereditament or shall add any material structure or excavate any additional basement or cellar without first obtaining the consent of all the other allottees of the apartments which is part of the real estate project or the multi storied building.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment / Plot / Building].

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006. The Promoter showing compliance of various laws/ regulations as applicable in Bihar Apartment Ownership Act, 2006.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding

on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions,

in 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.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____Name of Allottee
_____ (Allottee Address)

M/s _____Promoter name
_____ (Promoter Address)

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

30. JOINT ALLOTTEES

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

31. SAVINGS

Any application, letter, allotment letter, agreement or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be prior to the execution of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the right sand interest of the allottee under the Agreement for Sale or under the Act or the rules or regulations made there under.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the

interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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

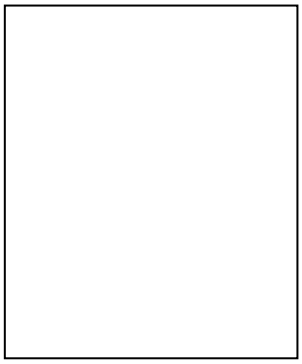
SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) Signature_____

Name _____

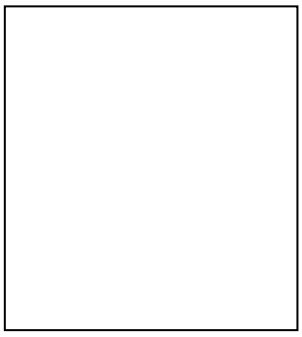
Address _____



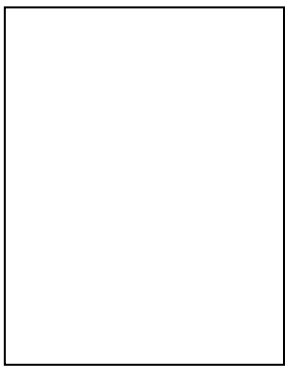
(2) Signature_____

Name _____

Address _____



SIGNED AND DELIVERED BY THE WITHIN NAMED



Promoter:

(1) Signature_____
(Authorized Signatory)

Name _____

Address _____

Please affix photograph and sign across the photograph

At_____ on _____ in the presence of:

WITNESSES:

1. Signature _____
   Name _____
   Address _____
2. Signature _____
   Name _____
   Address _____

DESCRIPTION OF PROPERTY

(land belonging to Sri Ranjit Kumar Singh, Ajay Kumar Singh & Rajesh Kumar

Piece & parcel of land measuring an area of 65 decimals equivalent to more or less 20.80 Kathas, lying and situated at Mauza: SadikpurJogi, Mulchandpath, Bahadurpur, under Revenue

Survey Thana- Bahadurpur, within Revenue Survey Thana No. 09, Tauzi No. 227, bearing Survey Plot (Khesra) no. 395 to 407 and 409 appertaining to Khata No. 220, 191, 174, 137, 169 and 25 within the limits of Patna Nagar Nigam, within the jurisdiction of the Sadar-Registration Office of Patna and District of Patna and bounded as follows:-

North – House of Jagdish Singh and others

South – House of Arjun Singh and others;

East – House of Madan Sharma and others;

West – Branch Road.

SCHEDULE-'A'

(Description of the Flat/Apartment And the Car Parking Space alongwith boundaries)

Apartment : "**BHAGYA GIRI APARTMENTS"**
Location : Mulchandpath, Bahadurpur Gumti, Patna
Flat No. : ……
Floor :
Block : "……
Area : ……. Sq. ft.
Bounded in the-
North by : …….. of the building;
South by : …….. of the building;
East by : …….. of the building;
West by : …….. of the building;

No. of Car Parking :
Ground Floor :

SCHEDULE-'B'

(Floor Plan of the Flat/Apartment)

Drawing of flat.

SCHEDULE-'C'

(Payment Plan)

PERIOD	AMOUNT IN %
At the time of booking	10%
On execution of agreement	10%
On excavation & foundation	10%
On commencement of first floor slab	10%
On commencement of third floor slab	10%
On commencement of fifth floor slab	10%
On commencement of Brick work	10%
On commencement of internal Plaster	10%
On commencement of outer Plaster	10%
On commencement of flooring work	5%
On commencement of finishing work	5%

SCHEDULE- 'D'

(Specifications, Amenities and Facilities of the Flat)

SALIENT FEATURES

- Ample parking space.
- R.C.C. frame structure with brick filler wall.

- Earthquake resistant structure.
- 24 hours fresh water supply from own bore well.
- 100% generator back up for 500w power back up in each flat

SPECIFICATIONS

FLOORING :

- Vitrified tile from reputed brands like Somani, Varmora, Simpolo, Asian or equivalent brand.

TOILETS:

- Ceramic tiles of reputed make like Somani, Varmora, Asian, Simpolo and equivalent brand on floor and walls upto 7'-0" height.
- Sanitary ware from Parry ware / Hindware/Jaquar/ Equivalent brand
- All CP fitting will be from Jaquar / marc/ equivalent brands.
- Power plug for geyser.

KITCHEN:

- Granite platform with S.S. Sink.
- Glazed tiles dado up to 2" 0' above the platform.
- 1 power

DOOR:

ALL DOORS:

- Flush door with both side painted with enamel paint.

DOOR FRAME:

Salwood / Red mirandi/ Kapoor sal/ Hardwood

LOCKS:

- Mortise handle in SS finish with door set/ link/ other equivalent brand on doors.

WINDOWS:

- Wooden.

RAILING:

- M.S Painted railings for all balconies.

ELECTRICAL:

- Copper wiring in concealed P.V.C. Conduits. Sufficient light points.
- Provision for T.V. Points in each bedroom and drawing room.
- Telephone points in drawing room & master bedroom.
- Modular switches of branded company.

FINISHES:

- External - one coat of plaster with weather coat paint (Asian paints / ICI / Berger) on wall putty or texture.
- Internal - P.O.P .

PARKING:

- Car parking spaces on ownership basis on ground floor /basement floor/ open parking space. On extra cost.

SCHEDULE- 'E'

(Specifications, Amenities and Facilities of the Project)

SALIENT FEATURES

- Ample parking space.
- R.C.C. frame structure with brick filler wall.
- Earthquake resistant structure.

- lift of reputed make - Otis / Kone /Johnson/equivalent brand
- 24 hours cable intercom system from gate to all the apartments for the top security with CCTV in the entire campus.
- Complete fire fighting system as per fire fighting norms.
- 24 hours fresh water supply from own bore well.
- 100% generator back up for common areas and 500w power back up in each flat

SPECIFICATION

FLOORING:

Vitrified tile from reputed brands like Kajaria, Varmora, Simpolo, Asian or equivalent brand in the common spaces.

- RAILING :

M.S Painted railings for all balconies.

ELECTRICAL:

- Copper wiring in concealed P.V.C. Conduits. Sufficient light points.
- FINISHES :
- External - one coat of plaster with weather coat paint (Asian paints / ICI / Berger) on wall putty or texture.