PROFORMA

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this . . . . . **day of** . . . . . .

BETWEEN

SHRAVANI ENGICON PVT. LTD. a company incorporated under the Companies Act, 2013, bearing CIN : U45200BR2014PTC022365; having its registered office at h/o Rajendra Prasad Singh, Maharajganj, Patna – 800 007 and working office at : Ground Floor, Shravani Enclave, Sohagi, Sampatchak, Patna – 800 007, Bihar represented through its Managing Director **Mr. Abhay Kumar** s/o Sri Rajendra Prasad Singh, resident of Maharajganj, P.O. Gulzarbagh, P.S. Alamganj, Dist. Patna – 800 007, hereinafter referred to as "Developer" under the project **SHRAVANI ENCLAVE**, Sampatchak, Patna, (the expression of which shall mean and include its legal heirs, representatives, administrators and executors etc.) of the **First Part**.

AND

Mr./Mrs. . . . . . S/W/D/o . . . . . aged about . . . . . **years**, by occupation . . . . . Permanent resident of **At** . . . . . .**PO** . . . . . **., PS** . . . . . **., Dist.:** . . . . . **.,** . . . . . Pin . . . . . nationality : . . . . . ., hereinafter referred to as "Purchaser/s" (the expression of which shall mean and includes his legal heirs, representatives, administrators and executors etc.) of the **Second Part**.

Whereas, the first part engaged in the business of Developing Residential and Commercial Buildings and Apartment for their prospective buyers for residential and commercial purposes;

And Whereas, the first part have entered into a Registered Deed of Development Agreement vide Deed No.768, Serial No.786, Token No.802/2015 Book No.1, volume no.15 page no. 525 to 539, and stored in CD volume No.3 / Year 2015, dated 03.02.2015 with Land Owner Sri Abhay Kumar s/o Sri Rajendra Prasad Singh, resident of Maharajganj, Gulzarbagh, Patna (Bihar), for development of land measuring 9 katha bearing Khata No. 240, Khesara No.15, Tauzi No.309, Thana No.126, Mauza : Sohagi, Pragana Azimabad, Survey Thana Phulwari Sharif at present PS Gaurichak, District Patna, Sub-Registration Office Phulwari Sharif and Sadar Registration Office and Dist. Patna.

And Whereas the company decided to construct a Multistoried residential building on the aforesaid plot of 9 Katha. The plan for the construction of the building has been approved as sanctioned plan vide plan case no. Sampatchak-cp-01AAR/11/12/2012 dated 11.12.2012 by Competent Govt. Agencies, Patna.

AND WHEREAS THE DEVELOPER NAMED ABOVE HAVE started to construct a multistoried building / complex constituting of residential units, parking spaces and other tenements therein and the Multistoried Complex proposed to be constructed

thereon has been named as "**SHRAVANI ENCLAVE**" at Sampatchak, Patna;

RECITAL

AND WHEREAS the Land fully described in Schedule A was purchased by Abhay Kumar the land measuring 9 (nine) Katha equivalent to 28.125 decimal in Survey Plot No.15 out of that 8 (eight) Kattha Land through Sale Deed No.13269 dated 22.12.2004 from Mosmat Lila Devi w/o Late Dineshwar Singh & Sri Ranjesh Kumar s/o Late Dineshwar Singh and 1 (one) Kattha Land through Sale Deed No. 9791 dated 28.08.2006 from Smt. Kiran Devi w/o Sri Anil Kumar Chaurashiya & Smt. Manju Devi w/o Sri Hari Narain Singh and the above named land owner come in peaceful actual physical and khas possession over the total Land. The Land Owner also mutated his name in Register – II of Bihar Govt. the State Sarista and paying the Land Rent to the Govt. of Bihar through the Circle Office Sampatchak vide Jamabandi No.80. The Land owner have full right, title and interest over the land to enter into the Development Agreement with the Developer for construction of Residential Apartment as mentioned hereinabove.

AND WHEREAS the purchaser being desirous to purchase a unit measuring Super Built-up Area about . . . . .**Sq. Ft.** together with all fitting and fixtures as described in **Schedule B** below in the said building / complex having . . . . . Bedroom, ...Balcony, ...Toilet and one kitchen attached with drawing/dining space, has persuade the document pertaining to title, proposed building plan, design and specification of the multistoried residential building proposed to be constructed on the said Land. The Particulars of the unit proposed to be constructed have been defined in schedule B of this agreement.

AND WHEREAS the purchaser being fully satisfied with the drawing / designs / proposed building plan and the title of the schedule A property, has booked a unit as described in schedule B below on . . . . . Floor of the said building/complex,

to be called as “SHRAVANI ENCLAVE” Sampatchak, Patna on ownership basis. The Total Cost of the Flat No. . . . . .with / without parking space charges agreed to be paid by the purchaser shall be Rs. . . . . ./- (Rupees . . . . . only).

AND WHEREAS the developer has agreed to complete the job of construction of unit in accordance with Schedule B subject to the terms & conditions hereinafter contemplated.

AND WHEREAS in order to avoid future complications, the parties hereto are desirous to record the terms & conditions in writing in the manner hereinafter contemplated:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. That the purchaser inspected the proposed plans, designs, specification and satisfied with the same. The purchaser is also agreed that the developer may make such variations, additions, alterations etc. therein at their sole discretions which they consider proper or as may be required by the Local Municipal Authority or any Govt. Agencies.

2. That subject to other clauses of this agreement, the purchaser agrees to purchase and the Developer agrees to sell the **Flat No.** . . . having super built-up area of . . . . **Sq. Ft.** on . . . . .**Floor** of **“SHRAVANI ENCLAVE”** for a total basic cost of **Rs.** . . . . . (Rupees . . . . . only). The said Flat will have approximate super built-up area as described in Schedule B under periphery wall of the said unit, proportionate share of area under common passages, stair cases, Guard Room, Generator Space and all such other areas which will be covered in common fittings of any of the amenities etc.

3. That the allotment of the unit shall be subject to acceptance and confirmation in writing by the first party

only after depositing minimum 25% of the total cost of unit.

4. That the purchaser shall be under an obligation to make payment to the Developer in the manner contemplated in schedule “C” hereunder.

5. That if the payment is not made by the purchaser within the period described in **Schedule-C** then this agreement shall be considered as cancelled and the amount deposited by the purchaser will be refunded to purchaser without any interest after four months from the date of confirmation of cancellation, in three installments debiting cancellation charges @ 2% of Unit Cost.

   Further, if the second party wants to cancel the agreement and take back the amount or wants to transfer the units in other name, an amount equal to 2% of unit cost shall be charged by the company.

6. That any tax (GST, service tax, sales tax, purchase tax or any other taxes, whatsoever, if any) is payable to or demanded by the Municipal Authority / Local authority / Authorities or Govt. Agency over and above the price of the Unit as mentioned hereinbefore then that shall be borne by the purchaser in proportion to the area acquired under this agreement and shall be payable immediately on demand.

7. That the buyer shall make timely payment of all amount under the agreement whether demanded or not by the Company. In default on payment, the buyer has to pay to the company or its representative an interest at the rate of 2% p.m. compounded every month on all amount which become due and payable by the buyer to the company under the terms of this agreement, calculated from the date of the said amount become payable. It is specifically agreed that the time of payment of considered amount by the buyer to the Company as set out in

Schedule C hereunder written shall be essence of the agreement.

8. That if the buyer not clearing all his dues along with interest @ 2% p.m. compounded each month within 60 days from the date of the said amount become payable and / or committing default in payment of due date under this agreement twice and / or if the buyer committing breach of any of the terms and condition herein contained in the agreement, the company or its representative shall be entitled to its own option to cancel and terminate this agreement in such event all right, title and interest of the buyer over the said flat shall stand lost. And the company shall have further right, title and interest over the said flat of the defaulted persons.

9. That the company apart from the interest @ 2% p.m. compounded each month on all delayed payment shall also be entitled to deduct 2% of the total considered amount mentioned in Schedule C hereunder written and the company after deduction shall refund the balance amount to the buyer within 6 months from the date of such termination.

10. That the building shall be constructed in accordance with the plans and designs sanctioned by the appropriate competent authorities and specifications prescribed in the schedule hereunder. If for any reason, any changes are required to be made by the order of the sanctioning authorities or by the architect or Developer resulting in increase or reduction of the built up area or any change in the shape or location of the property then no claim monetary or otherwise, will be raised or accepted, except the rate per Square Feet will be applicable on such change in area.

11. That the Developer shall complete the building and hand over the possession of the Unit to the purchaser by the

end of December, 2018 with a further grace period of six months, subject to always timely payment of installments by purchaser, availability of essential items for construction, change of policy by the Government agencies and local authorities and other causes beyond the control of the Developer shall always be considered as exceptions to that and the period so lost shall be excluded from limitation. No claim can be made by the purchaser by way of damages / neither compensation nor that shall lie against the Developer in case of delay in handing over possession of flat on account of the said reasons or any other reason beyond the control of the Developer.

12. That it shall be responsibility of the Developer to complete the development and construction within the prescribed period. However, the period can be extended with the mutual consent of the parties hereto.

13. That in case the building is not completed or the flat to be acquired by the purchaser is not constructed, the amount received from the purchaser(s) shall be refunded with interest of 12% per annum by the developer. It is agreed by the purchaser(s) that no other claim shall be made by him/them.

14. That the second party shall pay all the nominal charges such as technical, legal etc. as may be decided by the first party and the registry charges of the unit shall also be borne by the Second party.

15. That purchaser shall be entitled to possession of the unit only after making payment as stipulated in Schedule C of this agreement and completion of all legal formalities.

16. That house tax, water tax, fire tax or any other tax / taxes / charges, as levied will become payable by the purchaser(s) from the booking date of the flat or these become payable as per the rules and policy of the

Municipal Authorities or other concerned authority at the relevant time. These taxes will become payable to the concerned authority irrespective of the fact whether the unit remains vacant, it will be the responsibility of the purchaser to inform the concerned authorities or department to claim vacancy remission.

17. That the second party shall pay the extra charges for any escalation, addition, alteration, designing other than the specification attached herewith.

18. That the first party shall use all standard materials, fittings etc, as per specification of construction of the proposed building.

19. That the purchaser shall be at liberty to inspect the site and the materials being used in the building at all reasonable times. If no visit is made during construction work then and under that circumstances it shall be deemed to have been visited by the purchaser.

20. That upon taking possession of the unit, the purchaser shall have no right to claim against the Developer as to quality of work, building materials used, installation etc. in the said floor on any ground whatsoever.

21. That upon completion of the building and subject to the whole of the consideration money and other dues, being received the developer shall complete the sale and effect conveyance of the Unit to the purchaser together with undivided share of land in proportion in such manner as may be permissible under the law at the expenses of the purchaser and on the terms and conditions of this agreement.

22. That on receipt of full payment and completion of all legal requirements, the first party shall handover the proposed unit to the second party for his / her / their occupation and after getting possession of the unit the first party shall

maintain and manage the multistoried building and shall fix maintenance charges and get it collected from the owners of the premises, until the owners/members form their Society for maintenance and welfare of the Apartment/ and their resident.

23. That the second party shall not be demolish or cause to be demolished the said unit or any part thereof nor shall make any alteration or modification in such a manner so as to damage or injury the neighboring unit and shall not change the basic structure of the unit and building.

24. That the purchaser shall carry out all internal repairs of his Flat / Unit agreed to be acquired by him at his cost and maintain it in good condition and shall observe all rules and bye-laws of the municipal authority or any other Govt. authorities and shall not do or suffer or to be done anything in the said flat / unit which may be against the rules and bye-laws of such authorities. The purchaser shall be liable for all the legal consequences if any violation of the rules and regulation is done by him.

25. That Developer shall have the first charge and lien on the said flat to be acquired by the purchaser in respect of any amount liable to be paid by the purchaser under the terms & conditions of this agreement.

26. That the second party shall use the premises for residential purpose only.

27. The purchase shall have no right, title or interest of any nature whatsoever in the common area save and except for the purposes of ingress and egress, right to easement, common right of use and enjoyment.

28. All amount paid and / or to be paid herein by the purchaser shall duly be paid and be deemed to be paid towards the land value in proportion and construction costs of the said Flat.

29. That the purchaser shall have no claim save and except in respect of the said unit hereby agreed to be acquired and it being agreed that all open spaces and unsold units / parking etc. in the said multistoried building shall remain the property of the developer.

30. The individual owner shall be allowed by the builder / society to put any cable connection point and telephone connection on the vacant roof. First party may provide an installed separate cable and telephone network connection for the individual unit owner on extra payment.

31. That all correspondence or communication made by the owners or purchaser whether by ordinary post or under posting certificate or any other manner to the purchaser or his / her / their authorized agent on the address mentioned hereinabove or at such subsequent address as may be furnished by them to each other or his / her / their agent shall be deemed to have been duly received by him / her / them in due course of time.

32. That the purchaser, if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Regulation Act, 1973 and other applicable laws including that remittance of payment and for acquisition, the required declaration in the form prescribed by the owners.

33. That Developer hereby agree / agrees that the purchaser shall be entitled to create equitable mortgage or any other legal mortgage of the land and building in the said complex either in full or in part for either obtaining loan for itself from any bank or other financial institution of the purpose of completion of construction of the said multi storied building and developer shall have no objection.

34. That during construction work if the purchaser would be desirous to make any internal change in his / her unit or to put any additional fittings or fixtures thereon then he /

she / they shall be required to give in writing to the Developer. The Developer shall obtain estimate of such work from his engineer and all such changes shall be made subject to additional payment to be made by the purchaser to the developer.

35. That if the purchaser is a female the expression he / his / himself used in this agreement shall be construed as she / her / herself and in the event of purchaser being female & male jointly then it shall be construed as they / their / themselves.

36. That if the purchaser are more than one in numbers, the expression “Purchaser” in this agreement shall be construed as including each of such purchasers and their respective heirs, successors, executors and assigns.

37. The second party has entered into this contract / agreement along with the first party with full knowledge and subject to all laws, Notification and rules of the authorities as are enforced and applicable to this area and as amended from time to time.

38. Any and all disputes, controversies and conflicts (Disputes) arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof prior to submitting the Disputes to arbitration the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the

Arbitration and Conciliation Act, 1996 or any amendment thereof, The place of arbitration shall be Patna.

39. This Agreement shall be governed by the laws in India and courts in Patna only shall have exclusive jurisdiction over the matter relating to or arising from this agreement in the Courts of Patna.

40. That notwithstanding anything contained herein above, the terms and conditions of this agreement may be altered, added to or varied with mutual consent of the parties hereto.

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR RESPECTIVE HANDS

WITNESS:

1.

Signature of First Party

2.

Signature of Second Party

SCHEDULE - A

Part – 1 (Description of Land)

ALL THAT piece and parcel of land measuring 9 Kathas (Nine Kathas) equivalent to 28.125 decimals, bearing Khata No.240 Khesra No.15, Tauzi No. 309, Thana No.126, Situated at Mauza – Sohagi, Survey Thana Phulwari Sharif at present P.S. Gaurichak, Sub-Registration Office Phulwari Sharif and Sadar Registration office and District Patna, which is bounded as follows:

BOUNDARY

North:-	Sri Braj Bihari Singh alias Rajeshwar Singh (Pattidar Plot No.15)
South:-	Sri Awadh Singh (Plot No.118)
East:-	Pain (Khanta) thereafter Branch Road
West:-	Sri Shital Singh (Plot No.16) & Sri Awadh Singh (Plot No.118)

Part – 2 (Description of Flat)

Bearing Khata No.240 Khesra No.15, Tauzi No. 309, Thana No.126, MVR – 178, Situated at Mauza – Sohagi, Survey Thana Phulwari Sharif at present P.S. Gaurichak, Sub-Registration Office Phulwari Sharif and Sadar Registration office and District Patna.

Name of Building / Project: **SHRAVANI ENCLAVE**

Flat No.: . . . . . .

Floor No.: . . . . . .**Floor.**

Direction : . . . .

Net Super Built-up Area: . . . . . **Sq.Ft.**

Boundary of Flat No. . . . . ..

North: . . . . . .

South: . . . . . .

East: . . . . . .

West: . . . . . .

SCHEDULE - B

Specification:

Foundation:-	R.C.C.Cast in situ under reamed bore pile foundation.
Super Structure:-	R.C.C. Framed structure.
Brick Work:-	First class Brick masonry partition walls with cement mortar.
Internal walls:-	In cement mortar 1:6 on Brick work.
Flooring:-	Vitrified Tiles.
Doors:-	All Choukhat shall be of Hard Wood, Flush shutter door painted with Enamel Primer.
Windows:-	All windows – Glazed Aluminum with Glass Panel.
Sanitary ware & fittings:-	Provision for Water connection in all bathrooms & kitchens, Taps, fittings etc of Standard make C.P.
	Floor in Bath Rooms will be of Antiskid tiles and walls with glazed tiles up to 7 ft. height.
Electrical Items:-	Concealed PVC conduits shall be laid with copper wire as required, Power Plug for AC in Master Bed Rooms, All modular switches (ISI marks).
Wall finishing:-	All walls will be finished with POP.
Kitchen:-	Marbles / Tiles, Cooking Platform with green / black granite top, steel sink, glazed tiles up to 2 ft. height above working top.
Generator:-	Generator Set of Required capacity.
Lifts:-	6 passenger standard LIFT.

SCHEDULE – C

Total Cost & Payment Schedule:

Name of Building / Project: **SHRAVANI ENCLAVE**
Flat No.: . . . . . .
Floor No.: . . . . . **Floor.**
Direction: . . . . . **..**
Net Super Built-up Area: . . . . . .**Sq.Ft.**
Total Unit Sale Price: **Rs.** . . . . . **/-**

Payment Schedule:

Booking amount	Lumpsum	
Up to Agreement	25%	
At Piling Level	10%	
At Plinth Level	10%	
At Ground Floor Level	10%	
At First Floor Level	10%	
At Third Floor Level	10%	
At Sixth Floor Level	10%	
On completion of brick work of Flat	10%	
On completion before handover	5%	
Total Cost	**100%**	

Payment Received on signing of this agreement

Bank / Cheque No. . . . . .dt. . . . . Rs. /-
Bank & Branch name
(cheques subject to realization)