AGREEMENT FOR SALE

This Agreement for sale executed on this....day of the month .....in the Christan year of 20...

BETWEEN

Sri Mateshwari Constructions, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **108, Hariom Commercial Complex, New Dakbunglow Road, Patna, (PAN ABEFS8016P)**, represented by its authorized Partner **Laxmi Prasad Aadhar no. 383984129898** hereinafter referred to at the "Promoter" (which expression shall repugnant to the context or meaning thereof be deemed to mean and include the partners of partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/ their assigns).

AND

Mr./MS....., (Aadhar no. .....) son/daughter of ....., aged about ....., residing at ..... (PAN .....), hereinafter called the " Allottee" (which expression shall unless repugnant shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted a assigns).

WHEREAS:

A. The Promoter is the absolute and lawful owner of Plot No. – **1193(P),1194 (P), 1195(P), & 1201(P)**, Khata No. - **694, 691, 687**, Tauzi No.- ...., Thana No. - **21**, Mauza – **Danapur**, Thana – Danapur, Dist. – Patna totally admeasuring 1714.05 Square meters situated at R.K.Puram In Tehsil & District Patna ("Said Land") vide Development Agreement (i) dated **19.08.2015** registered as Deed no. - **8824**, Book no. – **01**, Volume no. – **176**, Page no. – **470 to 486,** Development Agreement (ii) dated **02.02.2016** registered as Deed no. - **1933**, Book no. – **01**, Volume no. – **40**, Page no. – **127 to 144,** Development Agreement (iii) dated **22.04.2016** registered as Deed no. - **4353**, Book no. – **01**, Volume no. – **92**, Page no. – **348 to 367,** at the office of the Sub-Registrar, Patna.

B. The said Land is earmarked for the purpose of building a residential project, comprising a multistoried apartment and the said project shall be known as '**Singh Villa**'.

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

D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from **Nagar Parishad, Danapur Nizamat**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

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E. The Promoter has registered the Project under the provisions of the Act with the ..... (Name of the State .....) Real Estate Regulatory Authority at ..... no. .....; on under registration.

F. The Allottee had applied for an apartment in the Project vide application no. dated ..... and .....: has been allotted apartment no. ..... having carpet area of .....square feet, type ..... on ..... floor in (tower/block/building) no. .....("Building") along with garage/covered parking no. ..... Admeasuring ..... Square feet in the .... [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("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);

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/Plot] as specified in para G.

1.2 The Total Price for the [Apartment/Plot] 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*
Total price (in rupees)	

*Proved break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc; if/as applicable.

[And} {if/as applicable]

Garage/Covered parking -1	Price for 1
Garage/Covered parking -2	Price for 2
Total Price (in rupees)	

[OR]

Plot no. ..... Type	Rate of Plot per square feet*

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Total price (in rupees)	

*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND][IF/AS APPLICABLE]

Garage/Covered parking -1	Price for 1
Garage/Covered parking -2	Price for 2
Total price (in rupees)	.....

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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 any 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;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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/Plot] 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 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/Plot] and the Project.

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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 Schedute C ("payment plan").

I.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.

I.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 sale is effected) in respect of the apartment, plot or building, as the case may-be, without the previous written consent of the Allottee as per the provisions of the Act. 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.

I.7 [Applicable in case of an apartment] The Promoter shall confirm to 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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 of the apartment 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 para 1.2 of this Agreement.

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1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allotee shall have the right to the [Apartment/Plot] 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. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the [Apartment/plot] 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 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/plot] 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 apartmen/plot, as the case maybe.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/plot] along with garage/covered 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 my 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.

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

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to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

The Allottee has paid a sum of Rs. .....(Rupees..... only) as booking amount being part payment towards the total price of the [apartment/plot] 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/Plot] 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 which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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 "**Sri mateshwari Constructions**" payable at Patna.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act" 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act" 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters 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

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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 of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
5. **TIME ISESSENCE:** 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/Plot] 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/Plot] and accepted the floor plan, payment plan and the 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-[Please insert the relevant State laws] 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 THEAPARTMENT/PLOT:**

7.1 **Schedule for possession of the said [Apartment/Plot]** - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the 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/Plot] 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 7.2 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/Plot], 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

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money paid by the Allottee, the 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/Plot], 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, the conveyance deed in favour of the allottee shall Le carried out by ihe promoter within 3 months from the date of issue of occupancy certificate]. The promoter agrees and undertakes to indemnity 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 the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]** - Upon receiving a written intimation from the Promoter as per para 7.2,the.Allottee shall take possession of [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para7.2, such Allottee shall continue to be liable to pay maintenance charges as specified inpara7.2.

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

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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, dully completed by the date specified in para 7.l; 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 returned the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation ,:--th" manner as provided under the Act within forty-five days of it becoming due' Provided that where if the Allottee does not intend to withdraw from the projecithe pro-ot"..t uripay trre Allottee interest at the rate prescribed in the Rules for every rnorrtt oia.tuy, till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to thtailottee within forti-five days of it 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 mlfrgtable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physicar *J r.i"i p*rlrrion ofthe 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 uponthe said Land orthe Project; [in case there are any encumbrances on the land provide details ofsuch encumbrances including any rights, title, interest and name ofpany in or over such landl

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [ApartmenUPlot] 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 Projec! said Land, Building and [Apartment/Plot] 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 righ! 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 [Apartrnent/Plot] to the Allottee in the manner contemplated in this Agreement;

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(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the 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 Properly;

(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 ofapartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association ofallottees or the competent authority, as the case may be;

(xii) No notice from the Govemment or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition ofthe 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 [Apartrnent/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 ofall 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 competentauthoritY;

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

9.2 In case of Default by homoter 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 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

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under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed 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 Agreemen! he shall be paid, by the promoter, intérest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], 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 ofDefault, on the occurrence ofthe fotlowing 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 prescribed 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 may cancel the allotment ofthe [Apartment/Plot] in favour ofthe Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall tirereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to suchtermination.

10. COTWEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartmentnl6tl together with proportionate indivisible share in the Common Areas within 3 months from the date of Issuance of the occupancy certificater and the completion certificate, as the case may be, to the allottee. [provided tha! in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by tire promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to'deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in hiVher favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT: The homoter 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 allottees upon the issuance of thJcompletion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/plot].

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 ofthe Promoter as per the agreement for sale relating to such devetopment is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the daie of handing over

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possession, it shall be the duty of the Promoter to rectifr such defects without further charge, within gO (-thirtyl days, and in the event of Promoter's failure to recti$ such defects within such time, thJaggrieved Aliottees 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, garageVcovered parking and parking spaees for providing necessaD/ maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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 my, as located within the ..... (project name), shall be earmarked for such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tank, pump rooms, maintenance and service rooms, fire fighting pumps 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:

I5.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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/Plot], 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/Plot]'and keep the [Apartment/Plot], 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 I 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/Plot] or place any heavy material in the common passnges or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot].

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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 ofallottees and/or maintenance agency appointed by association of altottees. The Allottee shall be responsible for any loss or damages arising out ofbreach ofany ofthe aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allohnent of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONALCONSTRUCTIONS: 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authorig(ies) and disclosed, 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 "ontuin.a 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 (OF THE RELEVANT STATE): The Promoter has assured theAllottees that the project in its entirety is in accordance with the provisions of the OwnershipJ Act). The Promoter showing compliance IPlease insert the name of the state Apartmenh t of various laws/regulations as applicable in ..... .

20. BINDINGEFFECT: 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 ofthe same before theconcemed Sub-Registrar - (specif, 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 homoter, then the Promoter shall serve a notice to the Allottee for rectifring the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allouee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be retumed to the Allottee without any interest or compensation whatsoever.

21. ENTIREAGREEMENT: This Agreement, along with its schedules, constitutes the

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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 apartmenVploVbuilding, as the case may be.

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

23. PROVISIONS OF THIS AGREEMENT APPLTCABLE 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 [Apartment/Plot] and the Pnrject shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

24. WAIVERNOTALIMITATIONTOENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreemen! waive the breachby the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed bythe 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 exercisesuch discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver ofany provisions or ofthe 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 theremaining 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 THEAGR.EEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Projec! the same shall be the

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proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [ApartmentVPlots] in the hoject.

27. FURTHERASSURANCES: 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. PLACEOFEXECUTION: 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 komoter 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 offrce of the Sub-Registrar at (speci$ the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed

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 homoter 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. JOINTALLOTTEES: 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 Alloftees.

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 and registration of this Agreement for Sale for such apartment,

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plot or building as the case may be, shall not be construed to limit the righL and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNINGLAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTERESOLUTION: 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 obligatiirs of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be seuled through the adjudicating officer appointed under the Act. IPlease insert arry other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additioral terms and conditiora are not in derogation ofor inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made theieunder.

I IN WITNESS WIIEREOF parties hereinabove named have set their respective hands and signed

this Agreement for Sale at .....(city/town name) in the presence of attesting witness, signing as such on theday first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(I) Signature.....

Name .....

Address .....

Please affix photograph and sign across the photograph

(2) Signature .....

Name .....

Address .....

Please affix photograph and sign across the photograph

SIGNED AND DELTVERED BY THE WITHIN NAMED:

Promoter:

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(I) Signature (Authorised Signatory)

Name .....

Address .....

At ..... On ..... in the presence of

WITNESSES:

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

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CONVEYANCE DEED
(Absolute Sale)

This Indenture of Absolute sale executed on this ..... day of ....., 201.. (Two Thousand & .....) in the Christian Era,

BETWEEN

SRI MATESHWARI CONSTRUCTIONS a Partnership firm under the Indian Partnership Act having its Office at Hariom Commercial Complex, New Dakbunglow Road, Patna. Represented through its

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Managing Partner

Managing Partner **Sri Laxmi Prasad** S/o Late Ghura Prasad, Residing at 402/A Laxmi Apartment Chitragupta Nagar, Kankarbagh, District- Patna, Hereinafter referred to as the Firm (Which terms expression shall unless it be repugnant to the context or meaning thereof means and include its administrators successors and assignees) hereinafter called the Vendor and also the **FIRST PART.**
PAN NO. .....
MOBILE NO. .....

INFAVOUR OF
....., S/O - .....,
At- ....., P.O. - ..... Dist – .....
(Bihar) Pin Code - ....., Present Address – .....
.....
..... Bihar, Indian Citizen, Hereinafter called" the Vendee/Purchaser" of the **SECOND PART.**

WHEREAS the aforesaid vendor is partnership firm and one of its main objectives to buy, sell develop and deal in lands and building Complex and to carry of business of Firm or societies, contractors, for all types of construction for its prospective buyers.
AND WHEREAS to achieve the above objective the vendor entered into a development agreement with **(I) Sri Vishwanath Singh S/O – Late Ramgati Singh (II) Pravin Kumar S/O – Sri Vishwanath Singh (III) Ajit Kumar S/O - Sri Vishwanath Singh (IV) Vijay Kumar S/O – Sri Ramjatan Singh (V) Smt. Kiran Devi W/O – of Sri Vijay Kumar Singh, address – Mohalla – Gandhi Nagar, Gabhtal, P.S. – Danapur, Dist- Patna,**

For Sri Mateshwari Constructions
Managing Partner

Present & (VI) Smt. Smita Kumari W/O – Sri Subodh Kumar Address :- New Sahdeo Nagar, P.O. – Hehal, P.S. – Sukhdeo Nagar, Dist – Ranchi (Jharkhand) for the development of the land in respect of their piece and parcel of land measuring an area approximate **7202 Sq. Mtr. more or less subject** to actual **measurement bearing Plot No. 1193, 1194, 1195 & 1201 Khata no. 694, 691, 687 Thana No. 21, Mauza – Danapur, Dist : - Patna (Bihar)** within the limit of Danapur Nagar Parishad area Dist. And Town – Patna.

AND WHEREAS THE FIRM decided to construct a multi – storied building on the aforesaid land in the name and style of **"Singh Villa".**

AND WHEREAS THE FIRM got the plan prepared for complex to be constructed on the land and a plan has been approved by **Nagar Parishad Danapur Nizamat** for sanction of map and N.P.D.N. Sanctioned the map vide Plan Case No. **39/17-18** dt. **30.06.2017.**

Building has been constructed over the land and share of the land owners and developer has already been distributed. Hence as per u/s 5 and others of The Bihar Apartment Ownership Act. 2006 Builder is entitled to sale/transfer his share as Absolute owner. The property hereby sold is allotted in the share of the Developer. And now the above named vendor has full right to transfer the

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Flat etc. by way of sale to different purchaser/s on the ownership basis.

That the Flat is hereby sold is fully described in First Schedule, land of the Apartment is fully described in Second Schedule, Common expenses referred to as fully described in Third Schedule and Common Area referred to as fully described in Fourth Schedule respectively of this deed.

AND WHEREAS by a agreement dated ..... the Developer agreed to sell and the purchaser agreed to purchase all that Flat etc. which is fully described in First Schedule of this Deed for a total consideration of Rs. ...../- (Rupees .....) only.

AND WHEREAS, the purchaser has paid the entire amount of consideration of Rs ...../- (Rupees .....) only for the Flat & Parking Space etc, to the aforesaid vendor of the above Apartment which is fully described in schedule of the Deed. The receipts v\whereof the vendor doth hereby admit and acknowledges the same each and every part thereof acquit, release and forever discharges the purchaser and/or the said Unit hereunder conveyed and obtained possession of the said unit.

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AND WHEREAS, the purchaser has requested the Vendor to grand and execute the sale deed of the units, hence it is now necessary to execute the sale deed in favour of the vendee.

NOW THIS DEED OF ASOLUTE SALE WITNESSETH AS FOLLOWS

That in pursuance of the said agreement and in consideration of Rs. ...../- (Rupees .....) only has been paid by the vendee to the Vendor.

The receipt of which was acknowledged before execution of this deed by the builder. Now the Total consideration amount stands paid.

1. That the Vendor being in sound state of mind and body and fully satisfied with full payment and after fully understanding the implications of the transaction, do hereby convey and transfer y way of absolute sale al their rights, titles and interests in the said Flat fully described in the First Schedule of this Deed and without any pressure and duress, coercion, inducement or undue influence by any persons, whatsoever to the vendee.
2. That the Vendee shall have all rights, titles and interests in the said flat and shall HAVE, HOLD and ENJOY the same without any let or obstructions, claim and demand whatsoever from the Vendor or anybody claiming

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through or under their al right, title and interest which are vested in the Vendor and henceforth ceased to have any concern and vested in the vendee to whom the said flat has been conveyed absolutely. Which is confirmed by the builder of the Second Part.

3. That the Vendor has assured to the vendee that the flat mentioned in the schedule no. 1 is free from all kinds of charges, encumbrances, liens and attachment and there is absolutely no defect in the title of the Vendor.
4. That the Vendor has further assured to the vendee that they have not at any tine done or permitted any act, deed or matters by reason of which the flat mentioned in the schedule no. 1 conveyed by these presents of any part thereof or interest therein has been charged, mortgaged, sold, exchanged or transferred in any other way.
5. That the Vendor hereby grant, transfer, sell, convey, release and confirm into the said vendee all that in undivided proportionate shares in the common land together with present and future rights in the said flat to Have and to Hold the same to the use of the vendee absolutely and forever free from all encumbrances subject only to the ground rents, taxes and assessment and other maintenance charges payable in respect of the same and the vendee shall and may at all times hereinafter peacefully and quietly possess and enjoy the said flat and each and lawful eviction or interruptions, Claims or demand from the Vendor.

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6. The Vendee shall not be entitled to claim for partition of the said common and undivided shares of and of the said flat .The vendee shall pay to the Managing Committee of the Apartment or their nominees a proportionate shares of water taxes/municipal taxes, if any, other taxes like maintenance charges assessed on the whole project/building in such proportions to be determined by the Managing Committee of the Apartment on the basis of the area of each Flat (hereinafter referred to as common expenses) fully mentioned in Third Schedule hereunder written and the vendee will be regularly and promptly paying the maintenance charges to the authorized representatives as and when required in case of default in payment of the dues in this regard shall be deemed to be charges against the aforesaid flat.
7. That the aforesaid super builtup area is including the builtup area of the said flat alongwith the area of walls and columns as explained hereunder which shall e the exclusive property of vendee, undivided share I the common utilities area in the said building like stair case, landings, common passage and lobby on each floor, pump room, meter room, generator room, Guard room etc. which shall be the joint property of all the purchasers, including the vendee in the said building.
8. That the roof of the said flat e used both as the roof of the said flat & floor of the fat constructed above it. Similarly the floor of the said flat shall e used both as the floor of

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the said flat and roof for the flat below it, thus the roof and the floor of the said flat shall jointly belong to the vendee and the purchaser of the fat above and below the said flat.

9. That the vendee shall not be entitled at any time to do any change in the structure and in the exterior of the flat and have to obtain prior written permission from the concerned authority for any changes only sought to e made in the exterior of the flat.
10. That the vendor is transferring the property above which is free from all encumbrances but it will not be responsible for any loan taken by the vendee and it will be his exclusive liability.
11. That the vendor will not be liable for any levy or taxes etc. demanded by the Govt. or any authority for the vended portion or for the land received hereafter.
12. That the vendee has already taken possession and satisfied with the flat.
13. That the vendee shall not do any act or deed which may cause any hinderance, annoyance or nuisance in any way to the other purchasers of the flat etc. in the said building.
14. That if in future the Vendee is dispossessed of the entire or any part of the said Flat hereby conveyed either due to any defect in title and encumbrances created by the Vendor or by their legal heirs, prior to the execution of this sale deed, the Vendee or his/her legal heirs, assignees representatives and successors-in-interest shall have the

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right to recover from the seller/Vendor of the flat, the entire or proportionate amount of the consideration with all costs and damages incidental thereto at the rate as admissible in the eye of law from the date of accruals of such loss and damages.

15. That the vendee at no time will demand partition of his interest in the said building, said land, and said complex or any part thereof, since his interest in the said building, said land, and said complex is impartible.

16. That the vendee has right to apply to Patna Municipal Corporation as well as electricity board for separate electric meter/holding/mutation and/or assessment of taxes to pay municipal taxes from time to time.

That in future if any sales, service or other taxes are imposed on the purchased flat y the Government or any other authority as per Gove. Rules and Orders, that shall be paid by the respective purchaser/purchasers.

That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the NPDN / PRDA (dissolved)/PMC building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land Owners and the developer may alter such changes at its own risk and expenses. If any further construction will be made the same shall e distributed between the land Owners and developer as per the above mentioned share. In case the

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entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

The First Schedule of the flat hereby vended:-

Flat No. ..... on the ..... floor, having built-up area of ..... sq.ft. (.....) Carpet area of ..... sq.ft. (.....) Balcony area of ..... sq.ft. (.....) and one reserved car parking space ..... sq.ft. on Ground floor along with user right of common space in the Apartment, named **"Singh Villa"** situated and lying at **Mohalla – Jhakhari Mahadev, Mauza – Danapur, Plot No. 1193, 1194, 1195 & 1201 Khata no. 694, 691, 687 Thana No. 21, Mauza – Danapur, Dist : - Patna (Bihar) which is within the jurisdiction of Nagar Parishad Danapur Nizamat and Sub Registrar, Danapur and Flat is bounded as follows:-**

North:- .....
South:- .....
East:- .....
West:- .....

The Second Schedule of the Apartment

Total land of the **"Singh Villa"** measuring ..... Sq.ft. more or less, situated and lying at **Mohalla - Jhakhari Mahadev, Mauza – Danapur,**

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Plot No. 1193, 1194, 1195 & 1201 Khata no. 694, 691, 687 Thana No. 21, Mauza – Danapur, Dist : - Patna (Bihar) which is within the jurisdiction of Nagar Parishad Danapur Nizamat and Sub Registrar, Danapur and Flat is bounded as under:-

North - .....

South - .....

East - .....

West - .....

Note:- Govt. value is mentioned at Code No.- ..... & Zone - .... Of M.V.R. 201..-1...

The Third Schedule above referred to as Common Expenses

All costs of maintenance, operation, repairs, replacing, white-washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts including the other of the project, parking space and boundary walls and that o generator, intercom, water pump, tube-well, and over head water tank, water pipe line, sewerages, rain water and/or soil pipes etc.

1. The salaries and other expenses for al persons employed for common purposes.
2. The Insurance Premium for insuring the project building against earthquake, fire, lightening, mob-violence, civil commotion etc; if insured.

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3. Expenses for supplies of common utilities and payments of all charges and/or on any there account to P.E.S.U. and other authorities and/or organization.
4. Municipal and other rates and taxes and levies and all other outgoing save those which cannot be separately assessed or incurred in respect of any unit.
5. Costs of establishment and operations of the builder/Association/Co-operative Society Private Limited, Company relating to common purposes.
6. All other expenses and outgoings as are deemed y the builder/Association/Co-operative Society/ Private Limited Company to be necessary or incidental for replacement, renovation, painting and/ or periodic repainting or repairing of the common parts.

The Fourth Schedule above referred to as Common area

1. All drive ways and parking areas on the said premises, except allotted/reserved parking space (R.P.S.).
2. All exterior conduits utility lines underground and overhead water storage tanks including roof of the Apartment.
3. Exterior lighting and other facilities necessary to the upkeep and safety of the said project.
4. All including shaft/shaft walls, machine rooms.
5. Care-taker's rooms if available, lobbies hall ways, stair cases, common Flat rooms, recreation halls/rooms on the

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top floor and within the said project which are not part of the said unit.

6. That owners of Flat etc. will have undivided proportionate share over land of project **"Singh Villa"** if the building becomes inhabitable and subsequently demolished.

PAYMENT SCHEDULE

DATE	CHQ. NO.	BANK	AMOUNT
.....	.....	.....	.....
.....	.....	.....	.....

Details Schedule of **"Singh Villa"**

1. Total land of the Building .....
2. Total Constructed area of the Building .....
3. Total super built up area of the Flat .....
4. Total Proportionate share of the Land to the Vendee .....
5. Total Gove. Value of the Flat .....
6. Total Govt. value of Parking .....
7. Total Value of Proportionate share Of the land .....

Total Govt. value of Rs. ...../-

Certified that land of this deed is free from all kind of encumbrances, acquisition and requisition, lines, charges and attachments and also free from Khas Mahal, Gairmazarua, Ceiling,

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Bhoodan, Red Card, Kaiser-e-hind, Religious Trust Board, Waqf Board and other kinds of Government land. If the said land is found effected the vendor of this deed shall be liable are responsible for the same.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands in presence of the witnesses, on the day, month and year first above written.

WITNESSES:-

1 .....

..... Signature of the Vendor

2 .....

.....

..... Signature of the Vendee

GENERAL SPECIFICATION

DOORS: Door frame will be Sal Wood, Door Shutter will be 30 mm thick flush doors and will be painted with synthetic enamel paint.

WINDOWS : Glazed window with Wooden frame.

FLOORING : Vitrified Tiles

TOILET : **Glazed tiles** up to 7".

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KITCHEN : working platform of Granite top with Steel Sink. Glazed tiles upto 2' Height from working platform.

IN WITNESS WHERE OF the Developer/First Party and the Purchaser/ Seceon Party have set their hands to this deed of agreement of sale with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses:-

WITNESSES :-

1.

Signature of the Vendor/Builder

2.

Signature of the Vendee.

Drafted on the format provided by the Govt. of Bihar, Department of Registration website www.registration.bih.nic.in and as per instructions by the parties :-

Printed:-

(SANJEEV KUMAR)
Advocate

UDDYOGIJI'S CHAMBER,
Collectorate Bar Association,
Association
Patna

(Dr. ANIL KUMAR SINHA, "UDDYOGI")
Advocate
'Chamber', Collectorate Bar Association
Patna

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