

AGREEMENT FOR SALE

This agreement for sale executed on thisday of


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BY AND BETWEEN

M/S REICHTUM REALITY PVT LTD, Corporate identity No U45200DL2012PTC234489,2012-13, under the companies Act 1956, having its Corporate office : 129-A, LIG Flats, Nand Nagari, Delhi-110095 and Bihar Branch Office : Ward No 03, house No : 129 A, Choti Badalpura, Darwar House , Khagaul, Danapur through one of its Managing Director **Mr Anil Kumar** Son of Shri Ram Nandan Prasad Hasanpur Surat, Post Patory, Dist Samastipur, Bihar-848504, (**PAN - AQAPK0926H**), by nationality Indian , hereinafter referred to as the **"PROMOTER"** (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns)

AND

Mr., Son Of Aged about Yr, residing at P.O. in the State of (PAN-.....) Hereinafter referred to as **"ALLOTTEE"** (Which expression shall unless repugnant to the context or meaning there of be deemed to mean and include His/Her/Their Heirs, executors , administrators, successors-in-interest and permitted assigns).

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The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

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 State Real Estate (Regulation And Development (General) Rules, 2017 Made Under The Real Estate (Regulation And Development) Act, 2017.
- D. "Regulation" Means The Regulations Made Under The Real Estate (Regulation And Development) Act, 2017.
- E. "Section" Means A Section Of The Act.

WHEREAS,

- A. Mr. Daya Shankar Prasad & Mr. Vijay Shankar Prasad S/o late Ramchandra Prasad resident of Choti Badaḷpura, Darwar House, Lakhpar, Khagaul, Danapur, Post: Khagaul, Police station: Khagaul, District Patna, is the absolute and lawful owner of measuring land Area 4 Kath 2 Dhur Total=13 Decimal under revenue Thana No: 52, Tauzi Bihar Sarkar, Khata No: 184, Plot No: 410, Situated at Mauza Choti Badalpur, Survey Thana Khagaul, District Patna within the jurisdiction of Sub Registrar Office Danapur, And Sadar Registry Office Patna, is land owner of the building. The land owner and Promoter have entered into a Notarized Agreement Dated..... Notary serial No..... At the office of the public Notary Patna in the state of Bihar.
- B. The said land in earmarked for the purpose of building a residential purpose project comprising 1 multistoried apartment building and 12 car parking Space and the said project Shall be known as "Parwati Enclave" Provided that where land is a earmarked for any institutional development and the same shall be used for those purpose only and no commercial development shall be permitted unless it is a part of the plan approved by the competent authority.
- C. The promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of promoter regarding the said land on which project to be constructed have been completed.

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- D. Khagaul Nagar Parishad/Competent authority has granted the commencement certificate to develop the project vide approval dated Bearing registration number
- E. The promoter has obtained the final layout plan sanction plan and approvals for the project and also for the apartment building from Khagaul Nagar Parishad vide is Plan case no- 037-5/107/2018 Dated 16/05/2018. The Promoter agrees and undertakes that it shall not make any changes to this approved plan except in strict compliance with section 14 of the Act and other law as applicable.
- F. The promoter has registered the Project under the provision of the act with the Bihar real estate regulatory authority at on On under registration number
- G. The allottee has applied for an apartment in the project vide application No: Dated and has been allotted Apartment No: having carpet area of SQ Ft type BHK on floor in the building known as "Parwati Enclave" along with garage/covered parking number as permissible under the applicable law of pro rata share in the common area ("common area") as defined under clause (n) of section 2 of the Act (hereinafter referred to the Apartment more particularly describe in schedule-A and the floor plan of the apartment is annexed in schedule-A hereto and marked as schedule-B)
- H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein
- I. The parties hereby confirm that they are signing this agreement with fully knowledge of all the laws rule 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 term, 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 term and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sale and the allottee hereby agrees to purchase the said apartment and the garage\ covered parking as specified in para G.

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1: TERMS :

1.1 Subject to the term and conditions as detailed in this agreement, the promoter agrees to sale to the allottee and the allottee hereby agrees to purchase, the apartment as a specified in PARA G.

1.2 The total price for the apartment based on the carpet area is Rs. /- rupees.

..... Total cost Breakup for the Apartment no. typeBHK onthe floor.

SL No	Inclusions	Rate per square foot (Carpet Area)	Area	Price
1.	Apartment Carpet Area	Rs..... SQ Ft.	Rs.....
2.	Apartment exclusive Balcony/Verandah	Rs..... SQ Ft.	Rs.....
3.	Garage/Covered Parking	Rs..... SQ Ft.	Rs.....
4.	Maintenance charge total (i) (ii) (iii) (iv) (v)	Rs...../- for six months from completion certificate.		
		Total Cost without Taxes		Rs.....
		TAX GST@12% of the Cost		Rs.....
		Total cost with taxes (in rupees)		Rs.....

Explanation

- i. The Total price above includes the booking amount paid by the Allottees 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 GST and Cess or any other similar taxes which may be levied in connection with the construction of the project payable by promoter by whatever name called) up to the date of handing over the possession of the

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apartment to the allottees and the project to the association of allottees or the competent authority as the case there is any change/modification in the taxes, the subsequent amount payable by the allottees to the promoter shall be increase or reduced based on such changes/modification.

Provided further that if there is any increase in the taxes, after the expiry of 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 allottees.

- iii. The promoter shall periodically intimate in writing to the allottees, 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 allottees the detail of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levied etc. have been imposed or become effective.
 - iv. The total price of Apartment include recovery of Price of Land construction of (not only the apartment but also) the common area, internal development charge, external development charge, taxes, cost of providing electric wiring, electrical connectivity to the apartment excluding the security deposit, lift, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detraction and firefighting equipment in the common area not applicable in this project, maintenance charge as per Para 11 etc and include cost for providing all other facilities amenities and specification to the provided within the apartment and the project.
- 1.3 The total price is escalation-free, save and except increased which the allottees hereby agrees to pay due to increase on account of development charge payable to the competent authority and/or any other increase in charge 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 set 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

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expiry of 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 same project by the authority, as per the act the same shall not be charged from allottee.

- 1.4 The allottee shall make the payment as per payment plan set out in schedule C ("payment plan")
- 1.5 The promoter may allow, in its sole discretion, a rebate for earlier payments of installments payable by the allottee by discounting such early payments @ NIL% per annum for the period by which the respective installment has been reopened. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to allottees by the promoter.
- 1.6 It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans, payout plans and specification and the nature of fixtures, fittings and Amenities described herein at schedule 'D' and Schedule and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc, On the basis of which sell is effected) In respect of the apartment, without the previous written consent of allottees as per provisions of the Act. Provided that the Promoter may such minor additions or alterations as may be required by the Allottees or such minor changes or alteration as per provision of the act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the allottees after the construction of the building is complete and Occupancy certificate granted by the competent authority by furnishing detail of the changes, if any in the carpet area. The total price for the carpet area shall be recalculated upon confirmation by the promoter. If there is reduction in carpet area then the promoter shall refund the excess money paid by allottees within 45 days with annual interest at the rate prescribed in the rule, from the date when such an excess amount was paid by the allottees. If there is any increase in carpet area of the apartment, allotted to allottees, The promoter may demand that from the allottees as per the next milestone of the payment plan as provided in schedule C, All these monetary adjustment shall be made at the same rate per square feet as agreed in Para 1.2 of the agreement.
- 1.8 Subject to Para 9.3 the promoter agree and acknowledges, the allottees shall have the right to Apartment as mentioned below:
 - i. The allottees shall have exclusive ownership of the apartment.

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- ii. The allottees shall also have undivided proportionate share in the common area since the Seer interest of a rotisserie use the common area is undivided and cannot be divided or separated the allottees shall use the common area 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 area 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 include recovery of Price of Land construction of [not only the apartment but also] the common area, internal development charge, external development charge, taxes, cost of providing electric wiring, electrical connectivity, to the apartment lift, water line and plumbing, finishing with paint, marble, tiles, doors, window, fire detection and firefighting equipment in the common areas, maintenance charge as per Para 11 etc. and include cost for providing all other facilities, amenities and specification to be provided within the apartment and the project.
- iv. The allottees have the right to visit the project site to assess the extent of development of the project and his Apartment. it is made clear by the promoter and the allottees agrees that the apartment along with garage/covered parking shall be treated as a single indivisible unit for all purpose. 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 allottees. It is clarified that project facilities and amenities shall be available only for use and enjoyment of the allottees of the project.
- The promoter agree to pay all outgoing before transferring the physical possession of the apartment to the allottees which it has collected from the allottees for the payment of outgoing (including land cost, ground rent, Municipal or other local taxes charge for water or electricity maintenance charge including Mortgage Loan and interest on mortgages or other encumbrance and such other liabilities payable to computer and authority bank and financial institution which are related to project). If the promoter fails to pay all or any of the outgoing collected by it from the allottees or any liability Mortgage Loan and interest thereon before transferring the apartment to the allottee, the

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promoter agree to be liable even after the transfer of Property, to pay such outgoing and penal charges, if any to the authority or person to whom they are payable and liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

The allottee has paid a sum of Rs/- (Rupees..... Only) only as booking amount being part payment toward the total price of apartment at the time of application, the receipt of which the promoter hereby acknowledge 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 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 prescribe in the rules.

2. MODE OF PAYMENT

Subject to the term of agreement and the promoter abiding by the construction milestone, 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/DD/Bankers cheque or online payment (as applicable) in favour of M/s Reichtum Reality Private Limited payable at Patna.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

3.1 All Allottee if a 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 Rule and Regulation 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 of 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 Rule and Regulations of 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 of comply with the applicable guidelines issued by the Reserve Bank of India he/she may be liable for any action

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under the Foreign Exchange Management Act, 1999 or other laws is applicable, as amended from time to time.

3.2 The promoter accepts no responsibility in regard to matters a specified in Para 3.1. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of a Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the allottee to intimate the same in the promoter immediately and comply with necessary formalities if any under the applicable law. The Promoter Shall net be responsible towards any third party making payment/ remittance 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 the payment receipts in favour of the Allottee only.

4. ADJUSTMENT APPROPRIATION OF PAYMENT:


The Allottee authorize 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, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE.

The Promoter shall abide by the time schedule of 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 a allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF PROJECT APARTMENT.

The allottee has seen the purposed layout plan, specifications amenities and facilities of Apartment and accepted the floor plan, payment plan and specifications amenities and facilities and [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 payout plans, floor plans and specifications and facilities, subject to the terms in this Agreement, the promoter undertakes to strictly abide by the bye law, FAR and density norms and provisions prescribed and shall not have an option to make any verification/alteration/modification in such plans, other than in the

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manner provided under the Act, and breach of this term by the promoter shall constitute a material breach of Agreement.

7. POSITION OF THE APARTMENT.

7.1 Schedule possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottee or the competent authority, as the case may be, is the essence of agreement. The promoter assures to hand over possession of Apartment along with ready and Competent complete common area with all specifications, amenities and facilities of the project in place in working days from the date of commencement certificate, 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 delay due to 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 a nature which make it was impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the promoter to implement the project due to force majeure condition, than this allotment shall stand terminated and Promoter shall refund to the allottee the entire amount received by the promoter from the allotment within 45 days from the date. The promoter shall intimate the allottee about such termination at least 30 days prior to such termination. After refund of money paid by the allottee, the allottee agrees that he/she shall not have any right, claim etc against the promoter and that the promoter shall be released and discharged from all its obligation and liabilities under this agreement.

7.2 Procedure for taking position- The promoter upon obtaining the Occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the allottee in term of agreement to be taken within two months from the date issues of Occupancy certificate. (Provided that in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by Promoter within two months from the date of issue of Occupancy certificate). The promoter agree and Undertaker to indemnify the allottee in case of failure of fulfillment of any of the provision, formalities, documentation on Part maintenance charge as determined by Promoter/Association of allottee, as the case may be after the issuance of the completion certificate for the project. The promoters

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shall hand over the occupancy certificate of Apartment, to the allottee at the time of conveyance of the same.

7.3 Value of a lot to take position 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, undertaking 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 with the time provided in Para 7.2 such allottee shall continue to be liable to pay maintenance charge as specified in Para 7.2.

7.4 Position by the allottee: After obtaining the Occupancy certificate and handing over physical possession of the apartment to the allottee, it shall be responsibility of the promoter to hand over the necessary document and plans including common area to the association of allottee or the competent authority, as the case may be within 30 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 propose to cancel/withdraw from the project without any fault of the promoter. The Promoter herein entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by 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 by 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 provided 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 term of this agreement, duly completed by the date specified in Para 7.1: or (II) due to discontinuation 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 allottee 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 Apartment with, interest at the rate prescribe in rule including compensation in the manner as provided under the act within 45 days of is becoming due. Provided that where if the allottee does not

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intend to withdraw from the project, the promoters shall pay the allottee interest at the rate prescribed in the rule 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 45 days of it becoming due.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTERS:

The promoter hereby represents and warrants to the allottee as follow:

8.1 The promoter has absolute clear and marketable title with respect to the said land and requisite rights to carry out development upon the said land and absolute actual physical and legal possession of said land for the project.

8.2 The promoter has lawful right and requisite approvals from the competent authorities to carry out development of the project.

8.3 There are no encumbrances up on the said land or the project.

8.4 There are no litigations pending before and court of law or authority with respect to the said land project or the apartment.

8.5 All approval 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 compliance with all applicable law in relation to the project, said land, building an apartment and common area.

8.6 The promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of allottee created herein may prejudicially be affected.

8.7 The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land including the project and the said Apartment which will, in any manner affect rights of allottee under this agreement.

8.8 The promoter confirm that the promote is not restricted in any manner whatsoever from selling the said Apartment to the allottee in the manner contemplated in this agreement.

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8.9 At the time of execution of the conveyance deed the promoter shall hand over lawful vacant peaceful physical possession of Apartment to the allottee and the common area to the association of allottee or the competent authority as the case may be.

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

8.11 The promoter has duly paid And shall continue to pay and discharge all government due rates charged and Taxes and other monies, levies, impositions, premiums, damage and/or penalties and other outgoing whatsoever payable with respect to said project to the competent authority till the completion certificate has been issued and possession of Apartment, Plot or building, as the case may be along the common area (equipped with all the 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.

8.12 No notice from the government or any other local body authority or any legislative enactment government Ordinance order notification (including any notification for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of said land and/or the project.

9. EVENT OF DEFAULT AND CONSEQUENCES:

9.1 Subject to the force majeure clause, the promoter shall be considered under the condition of Default, in the following event.

- i. Promoter fails to provide ready to move in possession of apartment to the allottee within the time period specified in Para 7.1 or fails to complete the project in 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 apartments shall be in a habitable condition which is complete in all respects. including the provision of all specification 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 competent authority.
- ii. Discontinuation of the promoter's business as a developer on account of suspension or revocation of his registration under the provision of the act or the rules or regulations made there under.

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9.2 In case of default by promoter under the condition listed above, allottee is entitled to the following.


- i. Stop making further payment to promoter as demanded by the promoter. If the allottee stop making payment, the promoter shall correct the situation by completing the construction milestone and only thereafter the allottee be required to make the next payment without any interest.
- ii. The allotted 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 at the rate whatsoever towards the purchase of Apartment along with interest at the rate prescribed in rules within 5 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 prescribed in the rules, for every month of delay till the handing over the possession of the apartment, which shall be paid by promoter to the allottee within 45 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 make payments for consecutive demand made by the promoter as per 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 prescribe in the rules.
- ii. In case of default by the allottee under the condition listed above continues for a period beyond two consecutive months after Notice from the Promoter in this regard, the promoter may cancel the allotment of apartment in favour of the allottee and refund the money paid to him by the allottee by deducting the booking amount and interest liabilities and this agreement shall their upon stand terminated. Provided that the promoter shall intimate the allotted about termination at least 30 days prior to such termination.

10. CONVYANCE OF THE SAID APARTMENT:

The promoter on receipt of total price of the apartment as per PARA 1.2 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 months from the date of issuance of the Occupancy certificate and the completion certificate as

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the case may be to the allottee [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] however incase the fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice the allottee authorized the promoter to with hold registration of the convenience deed in his/her 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 promoter shall be responsible to provide and maintain essential service in the project till the taking over the maintenance of the project by the association of allottee upon the issuance of completion certificate of the project the cost of such maintenance has been included in Total price of the apartment.

12. DEFECTABILITY:

It is agreed that in case any structural defects 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 years by the allottee from the date of handing over possession, it shall be the duty of promoter to rectify such defect without further charge within 30 days, and in the event of promoter's failure to rectify such defect within such time, aggrieved allottee 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 right of unrestricted access of all common areas, covered parking and parking space of providing necessary Maintenance Services and the allottee agrees to permit the association of allottee and/or maintenance agency to enter into the apartment or any part thereof after due notice and during the normal working hour, unless the circumstances warrant otherwise with a view to set right any defect.

14. USAGE:

Use of basement and services areas: The basement(s) and services areas, if any as located within the "PARVATI ENCLAVE" shall be earmarked for purpose such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms

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underground water tanks, pump rooms, maintenance and services rooms, fire fighting pumps and equipment's etc. and other permitted use 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 Association of allottee formed by the Allottee for rendering Maintenance Services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, The Allotted 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 staircase, lifts, common passage, corridors, circulation areas atrium or the compound which may be a 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 allotted further Undertakers, 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 building therein or common Area. The Allottee shall not change the colour scheme of the out walls or painting of exterior side of the windows or carry out any change in exterior elevation or design. Further the Allotted 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 allottee and/or maintenance agency appointed by association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

Reichtum Reality Private Limited
(شركة)
Director


underground water tanks, pump rooms, maintenance and services rooms, fire fighting pumps and equipment's etc. and other permitted use 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 Association of allottee formed by the Allottee for rendering Maintenance Services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, The Allotted 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 staircase, lifts, common passage, corridors, circulation areas atrium or the compound which may be a 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 tenable 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 allotted further Undertakers, 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 building therein or common Area. The Allottee shall not change the colour scheme of the out walls or painting of exterior side of the windows or carry out any change in exterior elevation or design. Further the Allotted 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 allottee and/or maintenance agency appointed by association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

Reichtum Reality Private Limited

Director

16. COMPLIANCE OF LAWS NOTIFICATIONS ETC. BY PARTIES.

The parties are entering into this Agreement for the allotment of Apartment with the full knowledge of the laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTION.

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 specifications, amenities and facilities has been approved by competent authorities and disclosed except for 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 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 Allotted who has taken or agreed to take such apartment.

19. BIHAR APARTMENT OWNERSHIP ACT.

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of Bihar Apartment Ownership Act. The Promoter showing compliance of various law/revolutions as applicable in Bihar.

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 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 receipt by the Allottee and secondly, appears for registration of the same before the concerned District Sub Registrar. Patna in the state of Bihar as and when intimated by the Promoter. if the Allottee fails to execute and deliver to the Promoter the Agreement within 30(thirty) days from the date of the receipt by the Allotted and /or appear before the District 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

Reichtum Reality Private Limited
(Signature)
Director

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 there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21 ENTIRE AGREEMENT:

The Agreement along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter thereof the 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.

The Agreement May only be amended through written consent of the parties.

23 PROVISIONS OF THE AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT ALLOTTEE:

It is clearly understood and so agreed by and between the parties here to that all the provisions contained herein and the obligations arising here under in respect of the Apartment and the project shall equally be applicable to and enforceable against and any subsequent Allottee of the Apartment, in case of 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 right as set out in the agreement, waive the breach by the Allottee in not making payments as per Payment Plan [Annexure C] 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 constructed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

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 constructed to be a waiver of any provisions or of the right thereafter to enforce and every provisions.

Reichtum Reality Private Limited
(Signature)
Director

25

SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rule and Regulations made there under or under the Applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonable inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under 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 WHERE WERE REFERRED TO IN THIS AGREEMENT.

wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee in project the ~~same~~ shall be the proportion which the carpet, Area of the apartment bears to the total carpet area of all the Apartment in the Project.

27. FURTHER ASSURANCES.

Both Parties agrees, that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in addition to 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 EDUCATION

The education of this Agreement shall we complete only upon its execution by the Promoter through it authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Patna, After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of district Sub-Registrar, Patna in the state of Bihar hence the Agreement shall be deemed to have been executed at Patna.

29 NOTICE.

That all notices to be served on the Allottee and the Promoter as contemplated by Agreement shall be deemed to have been duly served

Reichtum Reality Private Limited
(Signature)
Director

if sent to the Allottee or the promoter permitted by Registered Post at their respective address specified below.

ALLOTTEE NAME AND ADDRESS

.....
.....
.....

EMAIL.....

PROMOTER NAME AND ADDRESS.

M/S REICHTUM REALITY PVT LTD, Corporate identity No U45200DL2012PTC234489, 2012-13, under the companies Act 1956, having it's

Corporate office : 129-A, LIG Flats, Nand Nagari, Delhi-110095.

And

Bihar Branch Office : Ward No 03, house No : 129 A, Choti Badalpura, Darwar House , Khagaul, Danapur.

Email ID: UNANIL@GMAIL.COM,MMUKUL7@GMAIL.COM

Mobile No: 8969671037/8340151377.


It shall be duty of 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 received by promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEE

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

31. SAVINGS.

Any application letter, allotment letter, agreement, or any other documents signed by the allottee, in respect of apartment, prior to the execution and registration of this Agreement for sale for such Apartment shall not be construed to limit the rights and interests of the

Reichtum Reality Private Limited

Director

allottee under the Agreement for sale or under the Act or the rules or the regulations made thereunder.

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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTIONS.

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 amicable by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Reichtum Reality Private Limited
(S)
Director

SCHEDULE-A

(Description of land which developer will construct multi storey building)

All that piece and parcel of land measuring land Area 4 Katth 2 Dhur Total 13 decimal under revenue Thana number 52, Tauzi Bihar Sarkar khata No: 184, Plot No: 410, Situated at Mauza Choti badalpura Present Thana khagaul District Patna within the jurisdiction of sub registrar office Danapur and Sadar registry office Patna and which is bounded as follows :-

BOUNDARY OF THE ENTIRE LAND

North : Late Mohan Lal
South : Personal Branch Road.
East : Main Road
West : Late Mahesh Chandra Gupta.

(Description of the property under this agreement for sale)

All that Apartment number(..... BHK)on thefloor having a carpet area of..... The SQ Ft (Approximate) with one Reserved car parking space No for Apartment No In the building known as "Parwati Enclave" along with undivided proportionate share of land, common asset and common area including all amenities, fitting And Fixtures, situated at Mauza- Choti badalpura known as "Choti balpura Lakhpar, Darwar house" survey Thana No : 52, Present Polish station : Khagaul, Danapur Distt: Patna within the jurisdiction of Sub Registrar office Danapur and Sadar Registry office Patna and which is bounded as follows:-

THE BOUNDARY OF THE FLAT

North :
South :
East :
West :

BOUNDARY OF THE CAR PARKING SPACE

North :
South :
East :
West :

(Note government valuation is mentioned of MVR code)

Reichtum Reality Private Limited
G.L.
Director

SCHEDULE-B

(FLOOR PLAN OF THE APARTMENT).


Reichtum Reality Private Limited
Director

####Plan will be enclosed at the time of agreement.

SCHEDULE-C

(SCHEDULE OF PAYMENT)

Sl. No	STAGE	TOTAL AMOUNT IN %
1.	At the time of booking	10%
2.	At the time of foundation	15%
3.	At the time of 1st floor	15%
4.	At the time of 2nd floor	10%
5.	At the time of 3rd floor	10%
6.	At the time of 4th floor	10%
7.	At the time of brick work and plastering of respective flat	15%
8.	At the time of flooring of respective flat	10%
9.	On offer of possession	5%

Reichtum Reality Private Limited

Director

SCHEDULE-D

SPECIFICATION.

- **Architectural and Structural:** Earthquake resistant RCC frame structure reinforced with ISI mark steel and super structure with solid brick work for walls as approved by architect and structural consultants to achieve an elegant elevation and strength internal wall smooth finish and external wall rough/smooth/spongy as deemed Fit by the architect.
- **Sewerage and Drainage:** all necessary structure and arrangement for Sewerage and drainage system (septic tank, soak pit etc), rain water harvesting system, roof water drainage systems shall be made as found suitable by PHED consultants.
- **Flooring:** Drawing-Dining/Bedroom-vitrified tiles (600*600)/sparkling 50% white marble of approved color and texture.
- **Doors:** Hard wood chowkhats and anti termite/phenol bonded flush door of appropriate thickness. Painted with two coats synthetic enamel paints on the coat of primer.
- **Window:** Full glazed aluminum/wooden window with MS grill.
- **Wall finish:** All internal wall finished with putty and external in weather coat.
- **Kitchen:** It shall have granite-topped cooking platform and sink area with 2' high glaze ceramic tiles in cooking area.
- **Bathroom and toilet:** One toilet of Indian style and another Western style. Hot and cold water fitting. Double coat of water proofing treatment for all toilets. The flooring of toilet shall be of marble/good quality ceramic tiles as approved by the Promoter. Quality glaze tiles up to 4' high in toilet area and 7' high in shower area. White glazed vitreous sanitary ware and of ISI mark. one washing machine points With suitable outlet-inlet.
- **Parking area:** Parking area marble crazy/chequered tiles with proper lighting.
- **Electric work:** Adequate lighting Power Point in every room/general area. All wiring shall be concealed and fitting of high quality. Provision for one AC points in master bedroom.
- **Water supply fitting:** All water supply fitting and Fixtures in bath/toilet will be of ISI mark or similar brand as provided by the promoter.

Reichtum Reality Private Limited
(دب)
Director

SCHEDULE-E

AMENITIES

- **Lift** : 6 person capacity lift or standard quality shall be provided.
- **Boring** : Deep boring and overhead tank(s) to ensure round the clock water supply.
- **TV/DISH/INTERCOM** : Common TV/telephone/Dish point in every unit intercom facility will connected with ground security reception.
- **Generator** : Electric generator to maintain Electric Supply during power failure. 500 Watt power back-up for each flat.
- **Parking** : Parking for each flat.

[Note: Reception/guard room etc at entrance shall be provided at ground floor depending competent authorities Map approvals.]

Reichtum Reality Private Limited


Director

IN WITNESSES WHEREOF the parties, here in above name have set their respective hands and signed this agreement for sale at Danapur/Patna in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED.

Allottees:

Signature:

Name:

Son of :

Address :

.....

.....

Please affix
photograph
and sign
across the
photograph.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoters

Reichtum Reality Private Limited

Signature :

Director

Name : M/s Reichtum Reality Pvt Ltd
Anil Kumar
(Managing Director)

Son of: Shree Ram Nandan Prasad.

Address: Choti badalpura, Lakhpar, Darwar House,
Near Skylark Office, Danapur, Patna.

Aton in the presence of :

Please affix
photograph
and sign
across the
photograph

WITNESSES :

1. Signature :

Name :

Son of :

Address :

2. Signature :

Name :

Son of :

Address :

Reichtum Reality Private Limited


Director