To,

Date:

Sub:- **Allotment latter**

Dear sir,

We are in receipt of applicant form filled by you on _____ and thank you for the same. We feel pleasure to inform you have been allotted flat having super built up area of ..... Sq.ft. in our project **"Sudevi Kutir"** Mohalla –Mahavir Nagar, Beur, Patna. The plans of proposed building has been sanctioned by PMC and construction is going on in full swing.

Flat No….. on ..... floor has been reserved for you. However the validity of this reservation will depend on the payment of installments due to you. The booking may be cancelled due to none payment even by one installments. The total cost of this flat will be Rs. ...../-(Rupees .....) only. Apart from this charges for Electric connection, Registration fees of flat and such other nominal charges payable by all the allottees are also payable by you.

Thanking you,

Sincerely your,s

Director

For Kutir Housing developers & consultants (P) Ltd.

Director

No. O-17034/18/2009-H (Vol. X) / FTS No. 16083
Government of India
Ministry of Housing & Urban Poverty Alleviation
(Housing Section)
****

Room No. 220, C Wing,
Nirman Bhawan, New Delhi – 110 011
Dated August 02, 2016

NOTICE

Subject: Draft Agreement for Sale under the Real Estate (Regulation and Development) Act, 2016 - Seeking Comments – regarding.

****

The Ministry of Housing & Urban Poverty Alleviation has piloted the Real Estate (Regulation and Development) Act, 2016. Specified Sections of the Act have come into effect from 01st May, 2016. Section 13(2) of the Real Estate Act, 2016 read with Section 84(2)(h) envisages the preparation of an 'Agreement for Sale' vide Rules by the 'appropriate Government'. Ministry of Housing & Urban Poverty Alleviation being the appropriate Government for Union Territories without Legislature (Chandigarh, Andaman and Nicobar Islands, Daman and Diu, Dadra and Nagar Haveli and Lakshadweep), has prepared the draft Rules for 'Agreement for Sale' under the Real Estate (Regulation and Development) Act, 2016.

2. The draft Rules for 'Agreement for Sale' are uploaded on the Ministry's website and public comments are sought on the same by maximum 17th August, 2016.

3. The comments may either be sent vide email on commentsondraftagreement@gmail.com or addressed to: Shri Sailesh Jogiani, Under Secretary (Housing), Ministry of HUPA, Room No. 220-C, 2nd Floor, Nirman Bhawan, Maulana Azad Road, New Delhi – 110 011, Tel: 2306 2252.

Sd/-
(Sailesh Jogiani)
Under Secretary (Housing)
Tel: 2306 2252

For Kutir Housing developers & consultants (P) Ltd.
Director

MINISTRY OF HOUSING AND URBAN POVERTY ALLEVIATION
NOTIFICATION

New Delhi, the_____, 2016

G.S.R._____In exercise of the powers conferred by clause (h) of sub-section (2) of section 84 read with sub-clause (i) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the Central Government, hereby makes the following rules for the Union Territories of Chandigarh, Andaman and Nicobar Islands, Daman and Diu, Dadra and Nagar Haveli and Lakshadweep, namely: —

CHAPTER I
PRELIMINARY

1. Short title and Commencement

(1) These rules may be called the 'Union Territories of Chandigarh, Andaman and Nicobar Islands, Daman and Diu, Dadra and Nagar Haveli, Lakshadweep' (Agreement for Sale) Rules, 2016.

(2) It shall come into force with effect from_____.

2. Definitions

(1) In these rules, unless the context otherwise requires, -

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
(b) "annexure" means an annexure appended to these rules;
(c) "appropriate Government" means the Central Government;
(d) "Rules" means the Rules made under the Real Estate (Regulation and Development) Act, 2016;
(e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
(f) "section" means a section of the Act; and

(2) Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act.

CHAPTER II
AGREEMENT FOR SALE

3. Agreement for sale.- (1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in the form as per Annexure 'A'.

(2) Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made thereunder.

For Kutir Housing developers & consultants (P) Ltd.

Director

ANNEXURE 'A'
[See rule 3]

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this___day of_____, 20____,

By and Between

[*If the promoter is a company*]

Kutir Housing Developers & Consultants Pvt. Ltd. CIN No. **U00510BR1991PTC004624** a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **13/1, Anandpuri, West boring canal Road, Patna-800001**, **(PAN-AADCK1255H)**, through its Director **Mr. Ashok Kumar Sinha S/o Late Rama Shankar Sahay, resident of 13/1, Anandpuri, West Boring Canal Road, Patna-800001(Aadhar no.732913232302)** hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[*OR*]

[*If the promoter is a Partnership firm*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at_____, (PAN _____), represented by its authorized Partner_____, (Aadhar no._____) authorized *vide*_____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[*OR*]

[*If the promoter is an Individual*]

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

For Kutir Housing developers & consultants (P) Ltd.

Director

AND

[*If the Allottee is a company*]

_____, (CIN no._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at_____, (PAN_____), represented by its authorized signatory,_____, (Aadhar no. _____) duly authorized *vide* board resolution dated_____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[*OR*]

[*If the Allottee is a Partnership*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at_____, (PAN_____), represented by its authorized partner,_____, (Aadhar no._____) authorized *vide*_____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[*OR*]

[*If the Allottee is an Individual*]

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

[*OR*]

[*If the Allottee is a HUF*]

Mr._____, (Aadhar no._____) son of_____aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____HUF, having its place of business / residence at_____, (PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[*Please insert details of other allottee(s), in case of more than one allottee*]

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

For Kutir Housing developers & consultants (P) Ltd.

Director

WHEREAS:

A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] [*Please insert land details as per local laws*]_____totally admeasuring_ square meters situated at _____ in Tehsil& District_____("**Said Land**") *vide* sale deed(s) dated_____registered as documents no._____at the office of the Sub-Registrar;

[*OR*]

The property of the building is the ancestral property of land owner (Smt Sudevi Jha) deed is the purchased property by landowner from (1) Syed Najamuddin Ashraf, S/o Syed Jyauddin Ashraf resident of Aziz Manzil, Chitkohra, P.S.- Gardanibag, Dist Patna, by a registered deed vide deed No.- **7679, Book No. 1, Page No. 349 to 368** date **19.07.2004**, registered at sub registry Patna date 19.07.2004 measuring area 1907 sq.ft. (2) Sri Tej narayan Singh S/o Late Rambali Singh resident of Sultanpur, P.S.- Mohiuddin Nagar, Dist. Samastipur at present Quarter No. 97, Type- 2, P&T Colony, Shree Krishna Nagar, P.S.- Budha Colony, Dist. Patna by a registered deed vide deed No. 12473, Book No. 1, Volume No. 538, Page 81 to 104, Dated 01.12.2004 registered at sub registry Patna date01.12.2004 measuring area 1361 Sq.ft. (3) Sri Tejnarayan Singh S/o Late Rambali Singh resident of Sultanpur, P.S.- Mohiuddin Nagar, Dist. Samastipur by a registered deed vide deed No 11754, Book No.1, Volume No. 108, Page 427 to 434, CD 17, Dated 06.06.2007 registered at sub registry Patna dated 06.06.2007 measuring area 308 sq.ft. (4) Syed Jyauddin Ashraf S/o Late Azizuddin Ashraf resident of Aziz Manzil, Chitkohra, P.S.- Gardanibag, Dist. Patna by a registered deed vide deed No 7680, Book No.1, Volume No. 132, Page 515 to 522, CD 21, Dated 28.04.2008 registered at sub registry Patna dated28.04.2008 measuring area 3.906 decimal. After the purchases of the said property the landowner come in physical possession and mutated her name in revenue register of government of Bihar through circle officer Patna sadar Dist. Patna, vide **Jamabandi No.3209/1**. Total land area **12 Decimals** situated at Mahavir Nagar, Beur, Mauza-. Chitkohra bearing survey plot no.- **587 & 588**, khata no. **106 & 108**, Tauzi No.**5120 & 2322/11**, Thana No. **17**, Thana – Gardanibag, **MVR Code No.568** within the town and district of Patna within the Jurisdiction of District and sub registrar of Patna. Hereinafter referred to as the said "Land".

B. The Said Land is earmarked for the purpose of building a [commercial/residential/*any other purpose*] project, comprising of multistoried apartment/flat buildings and car parking space etc. the said project shall be known as '**SUDEVI KUTIR**';

[*OR*]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/*any other purpose*] project, comprising_____plots and [*insert any other components of the Projects*] and the said project shall be known as '_____' ("**Project**"):

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

For Kutir Housing developers & consultants (P) Ltd.

Director

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 Patna Municipal Corporation has granted the commencement certificate to develop the Project *vide* approval dated 15.12.2020 bearing case no **P-/Chitkohara-PRN-G+4/034/2019;**

E. The Promoter has obtained the final layout plan approvals for the Project from **Registered Architect**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on_____under registration no._____;

G. The Allottee had applied for an apartment/Flat in **"Sudevi Kutir"** Building/ Project *vide* application and has been allotted apartment/ Flat no. **.....** having carpet area **of ..... sq.ft. flat exclusive balcony 118 sq.ft. (type-3BHK) on 1st floor with one reserved Car Parking Space on ground floor** in the building known as **"Sudevi Kutir"** 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**);

[*OR*]

The Allottee had applied for a plot in the Project *vide* application no._____dated _____and has been allotted plot no._____having area of_____square feet and plot for garage/closed parking admeasuring_____square feet *(if applicable)]* in the_____[*Please insert the location of the garage/closed parking*], as permissible under the applicable law and of *pro rata* share in the common areas (**"Common Areas"**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **"Plot"** more particularly described in **Schedule A**);

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

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually

For Kutir Housing developers & consultants (P) Ltd.

Director

agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in para G;

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

1. TERMS:

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;

For Kutir Housing developers & consultants (P) Ltd.

Director

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. ...../- (Rupees .....) only ("**Total Price**") (Give break up and description):

Aprtment "Sudevi Kutir" Flat no. **1A** Type **3BHK** Floor **1st floor**	Rate of Apartment per square feet*

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

[*OR*]

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

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) up to the date of handing over the possession of the [Apartment/Plot]:

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;

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

For Kutir Housing Developers & Consultants (P) Ltd.

Director

(iv) The Total Price of [Apartment/Plot] includes: 1) *pro rata* share in the Common Areas; and 2)_____garage(s)/closed parking(s) as provided in the Agreement.

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.

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

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.

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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[*Applicable in case of an apartment]* The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee 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

For Kutir Housing developers & consultants (P) Ltd.

Director

along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

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

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

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 as may be demanded by the Promoter within the time and in the manner specified therein:

For Kutir Housing developers & consultants (P) Ltd.

Director

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

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 or online payment (as applicable) in favour of '**Kutir Housing Developers & Consultants Pvt. Ltd-Sudevi Kutir**' payable at **Patna**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

1.13 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot]

For Kutir Housing developers & consultants (P) Ltd.

Director

to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** ("**Payment Plan**").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [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. 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 1.67 [*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 THE APARTMENT/PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on JUNE-23, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/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. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of

For Kutir Housing developers & consultants (P) Ltd.

Director

allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within____ days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [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 clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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 the Allottees or the competent authority, as the case may be, as per the local laws.

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.

Compensation –

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

For Kutir Housing developers & consultants (P) Ltd.

Director

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

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

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

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

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/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 right, title and interest of the Allottee created herein, may prejudicially be affected;

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

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

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

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any

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legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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

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

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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

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

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated.

For Kutir Housing developers & consultants (P) Ltd.

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10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

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

[*Insert any other clauses in relation to maintenance of project, infrastructure and equipment*]

12. DEFECT LIABILITY

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

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking

For Kutir Housing developers & consultants (P) Ltd.

Director

spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/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.

15. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 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. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] 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/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

For Kotia Housing Developers & Consultants (P) Ltd.,

Director

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT *(OF THE RELEVANT STATE)*

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act. *[Please insert the name of the state Apartment Ownership] Act)*. The Promoter showing compliance of various laws/regulations as applicable in _____.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

For Kutir Housing developers & consultants (P) Ltd.

Director

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 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.

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

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

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

For Kutir Housing developers & consultants (P) Ltd.

Director

29. PLACE OF EXECUTION

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

30. 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 KUTIR HOUSING DEVELOPERS & CONSULTANTS PVT.LTD.
13/1, Anandpuri, west Boring Canal Road,
Patna-800001(Promoter Address)

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[*Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions*

For Kutir Housing developers & consultants (P) Ltd.

Director

are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

SCHEDULE 'A' - All that piece and parcel of land measuring and measuring more or less **5226.24 Sq.Ft** equivalent to **12** Decimals (approx), situated and lying under Cadastral survey Plot No **587 and 588**, Khata No.**106 & 108**, Thana No.**17**, Mohalla-**Mahavir Nagar,** P.S.-**Phoolwari at present Beur** in the town and District of Patna and bounded as follows:-

North :- Plot No. 591 and Late Parmeshwer Rai.

South :-18.30 Mtr. Wide Road (Beneath Road IOC Pipe Line)

East :- Part Plot No. 588 with house

West :- Part Plot No. 587 with House

Note:- Govt. value is mentioned at Code No-568, & **Zone:-**

SCHEDULE 'B' - Flat No ..... on ..... floor having built-up area ..... **sq.ft.** / super built-up area ..... Sq.Ft.(approx) in the proposed multi storied residential complex called "**SUDEVI KUTIR"** along with undivided proportionate share of land, flat is bounded as follows:-

North :- .....

South :- .....

East :- .....

West :- .....

One reserved Car Parking space on ground floor which is not the part of common area shall be used for parking of cars etc. as per allotment made by the Builder

SCHEDULE 'C' - Total cost of the flat including car parking space payable in the following manner:-

1. At the Time of Booking **Rs. 15%** and balance will be paid by the vendee to the Developer as follows:-
2. On start of Foundation ----------10%
3. On start of Ground floor----------10%
4. On start of 1st floor----------15%
5. On start of 2nd floor----------15%
6. On start of 3rd floor----------15%
7. On start of 4th floor----------10%
8. At the time of flat registration -----10%

For Kutir Housing developers & consultants (P) Ltd.

Director

SCHEDULE 'D'

SPACIFICATION, AMENITIES, FACILITIES WHICH ARE PART OF THE APARTMENT PROJECT:- SUJATA KUTIR

Foundation	:	Deep-bored under rimmed group piles or Isolated Column footing/ as per Standard applicable design by Structural Consultant.
Super Structure	:	R.C.C. framed structure for better Earthquake safety as per STD Applicable design and specification by the Architect/ PMC/structural Consultant. Five inch thick internal bricks wall in cement Mortar.
Roof Slab & Beams	:	Reinforced Cement Concrete Slab and Beams.
Wall Finish	:	All walls ceiling plastered with cement. Internally: Finished with P.O.P. Decorative ceiling (Drawing & Dining) Externally: Finished with wall putty & painted with weather coat.
Flooring	:	All Covered area marble/ vitrified tiles flooring. Inside Flats:
Doors	:	All doors of factory made flush doors only front panel of wooden or teck ply laminated flush door.
Windows	:	Fully glazed with wooden frame Painted with two coats of synthetic enamel paints on a coat primer.
Kitchen	:	Granite Top and Matching Luster Glazed tiles. water pipe line to the sink (stainless steel).
Bathroom/Toilet	:	All sanitary wares of white glazed vitreous china of standard Company. All CP fittings of standard company. Walls fitted with glazed Luster tiles up to 7'.
Loft.	:	If provided, shall be at extra cost.
Cupboard/Storage	:	All bedrooms cupboard space without wood work.
Railings	:	The railing for baloney, stairs, corridors and grills shall be Make of steel as per Architectural Design.
Electric Wiring	:	Standard ISI copper wire. With standard fittings.
Water Supply	:	24 hours water supply ensured with large overhead from own deep tube well.
Sewerage	:	Suitable arrangement for rain and storm water disposal shall be provide. As per the Design of the PH Consultants soiled water disposal through Common septic tanks as per design of the consultant.
Electricity	:	Electric supply for the complex shall be taken from the Bihar State Electricity Board and all flats will have individual connections and Meters.
Generator	:	stand by Generator of suitable capacity shall be provided for water Supply, common area lighting and individual flats lighting up to 300 Watts (Min) consumption.
T.V./Disc Antenna	:	One common T.V./Disc Antenna point will be provided in each flat.
Telephone/Intercom	:	One Telephone/Intercom (Security System) point will be provided in Each flat.
Reserved Parking	:	Ample reserved parking Space for Two wheeler and four wheeler.
Lift	:	Suitable capacity of Lift Shall provided.
Loan Facility	:	We will extend full co-operation in securing housing loan.
NOTE	:	The above technical specification may change as per the advice of the architect or consultants in due consultation with the owners. The promoter has the right to implement the changes if any, in the working drawing of the building. If individual

For K.K. Housing developers & consultants (P) Ltd.

Director

flat owner requests for any change/extra work, it will be done at extra cost.

SCHEDULE-E

(SPECIFICATION, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT)

PROJECT :- SUJATA KUTIR

SL. No.	Amenities
1.	Providing two lift (Four passenger)
2.	Security with EPBX
3.	24X7 Water supply
4.	100% Power Suply
5.	400 Watt power backup to each flat
6.	Security Room
7.	Parking for each flat.

IN WITNESSES WHEREOF the Developer/First Party and the Purchaser/second 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:

IN WITNESS WHEREOF 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 the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)_____
(2)_____
At_____on_____in the presence of:

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____
(Authorized Signatory)

Please affix photograph and sign across the photograph

WITNESSES:

1. Signature_____
   Name_____
   Address _____
2. Signature_____
   Name_____

For Kutir Housing developers & consultants (P) Ltd.

Director

Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

****

_____

* or such other certificate by whatever name called issued by the competent authority.

For Kutir Housing developers & consultants (P) Ltd.

Director