AGREEMENT FOR SALE

This Agreement for sale ("Agreement") executed on this _____ (date) day of 2018,

By and Between

SAI KRIPA REAL ESTATE PVT. LTD., a company incorporated under the Company's Act, [1956 or 2013, as the case may be] having its registered office at represented by its authorized signatory **SRI SHAILENDRA SINGH** (Aadhar no._____) authorized vide board resolution dated _____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, and permitted assigns).

PAN.- AAHCS9702M **Mobile No.- 9431459805**

AND

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 assigns.)

PAN.-……. **Mobile No.-**

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

DEFINIATION:

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

WHEREAS:

A. The Promoter is the absolute and lawful owner of Survey Part Plot No. ***7,*** Thana No.- ***36***, Tauzi No. ***5276***, Khata No. ***197***.

AND WHEREAS, *the* ***Builder/Vendor of the First Part*** *had purchased the land, more fully described in Schedule-A of this deed, by virtue of Two Registered Sale Deeds, First Deed Purchased from* ***SANJAY KUMAR*** *Son of Sri Rameshwar Prasad Sinha, Resident of Saguna, P.O. and P.S.-Danapur, District-Patna, constituted attorney of (1) Sayeed Md. Gulab, (2) Md. Mustaque, (3) Md. Reyajuddin, (4) Md. Sohrab and (5) Md. Gyasuddin All Son of Late Md. Nawab, Resident of Darabi Lane, Danapur, P.O. and P.S.-Danpur, District-Patna and Presently Residing at House No.-18/182, Raja Bazar, Nadeshwar Cantt, Varanasi (U.P.) through Registered Power of Attorney, vide Deed No.****1525,*** *Book No.-IV, Volume No.****18, CD-3,*** *Pages* ***321***

*to **328, C.D. No.-3,** Registered at Sub Registration Office, Danapur, on dated-**04.08.2010.,** Vide Absolute Sale Deed No.**9209,** Book No.-1, Volume No.**136, CD-21,** Pages **519** to **533,** Token No.-11612, Serial No.-11387, registered at Sub Registration Office, Danapur, on dated-**09.11.2010,** and Second Deed Purchased from **SANJAY KUMAR** Son of Sri Rameshwar Prasad Sinha, Resident of Saguna, P.O. and P.S.-Danapur, District-Patna, constituted attorney of (1) Sayeed Md. Gulab, (2) Md. Mustaque, (3) Md. Reyajuddin, (4) Md. Sohrab and (5) Md. Gyasuddin All Son of Late Md. Nawab, Resident of Darabi Lane, Danapur, P.O. and P.S.-Danpur, District-Patna and Presently Residing at House No.-18/182, Raja Bazar, Nadeshwar Cantt, Varanasi (U.P.) through Registered Power of Attorney, vide Deed No.**1525,** Book No.-IV, Volume No.**18, CD-4,** Pages **321** to **328, C.D. No.-3,** Registered at Sub Registration Office, Danapur, on dated-**04.08.2010.,** Vide Absolute Sale Deed No.**9348,** Book No.-1, Volume No.**139, CD-22,** Pages **64** to **77,** Token No.-11634, Serial No.-11551, registered at Sub Registration Office, Danapur, on dated-**18.11.2010.** Thereafter, the Builder is coming in actual, peaceful physical possession over the same as its absolute owner. They have mutated their name in the State of Serista, Circle Office Danapur and land revenue receipt is being issued in their name and land revenue is being paid to the Bihar Government through the Circle officer Danapur.*

***AND WHEREAS** the Builder has framed a scheme to Plan, Construct and sell a residential cum commercial building/complex named **"PALAZZO"** on the aforesaid land comprising of several flats, parking spaces, Shops, offices and other saleable spaces etc.*

***AND WHEREAS** the Builders being the promoters and developers of the aforesaid **"PALAZZO"** are developing the aforesaid residential cum commercial building complex on the said land and are entitled to dispose of the same at their own terms.*

***AND WHEREAS** the BUYERS have inspected and/or otherwise satisfied him/herself about the title of the said owner to the said land, building plans and about the right, entitlement and interest of the builder to plan, construct and sell the aforesaid building complex **"PALAZZO"** and is desirous of acquiring flat and parking spaces in the said complex and the BUYERS are also aware of the fact that the builder has entered and/or entering into separate agreements with several other persons and/or parties who are interested in acquiring the proposed flats, parking spaces etc in the said **"PALAZZO"**.*

B. The Said Land is earmarked for the purpose of building a (residential) project, comprising – multi storied apartment buildings and the said project shall be known as "***PALAZZO* "**.

C. The Promoter is full 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/Nagar Parisad Danapur Nizamat has granted the commencement certificate to develop the Project vide approval dated 11.08.2016 bearing registration no. 119/16-17;

E. The Promoter has obtained to final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Flat No. _____, plot or building, as the case may be, form Nagar Parisad Danapur Nizamat. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act another laws applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Bihar Building byelaws 2014 (Bihar) Real Estate Regulatory Authority at Patna no. _____; on under registration

G. The Allottee had applied for an apartment in the Project vide application no. _____ Dated _____ and _____ had been allotted Flat No. _____ having carpet area of _____ square feet, type _____, on _____ floor in ***PALAZZO*** along with garage / covered parking no . _____admeasuring _____square feet in the ***PALAZZO***, as permissible under the applicable law and of pro rate 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 Scheduled A and the floor plan of the apartment is annexed 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. _____[Please enter any additional disclosure / 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 continued 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 agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Flat No. _____] and the garage/ covered parking (if applicable) as specified in para G.

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

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Flat] as specified in Para G.

1.2. The Total Price for the [Flat No. _____] based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

PALAZZO Type- Flat No. _____ Floor= **First/ Second/ Third**	Rate of Flat No. _____ per square feet Rate of Land area _____ per square feet
	Flat Area- _____ sq.ft. with proportionate share of land i.e. _____ sq.ft.
Total price (in rupees) Rs. …….. (Rupees …… only)	

Provide break p of the amounts such as cost of Flat No. _____, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate coast of common areas, preferential location charges, taxes, maintenance charges as per Para 11 etc., if / as applicable.

[AND] [if / as applicable]

Garage/ covered parking - 1	Price for on Garage/ Car Parking Space Rs. 90,000/-
Total price (in rupees)	

Explanation:

(i) The Total price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment-**PLAZZO**];

(ii) The Promoter shall periodically intimate writing to the allottee, amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/ rules / notifications together with dates from which such taxes/ levies etc. Have been imposed or become effective;

(iii) The Total Price of [Flat No. _____] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charged, taxes, cost of providing electric wiring, electrical connectivity to the Flat No. _____, lift, water line and plumbing finishing with wall putty, marbled, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. And includes cost for providing all other facilities, amenities ad specifications to be provided within the [Flat] and the Project.

1.3. The Total Price is escalation – free, save an except increases which the Allottee herby 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 charged, Cost/ charges imposed by the competent authorities the Promoter shall enclose the said notification / order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority, as per the Act, the same shall not be charged for the allottee.

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

1.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedules 'D' and Schedule 'E' in respect of the apartment, or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee , or such minor changes or alterations as per the provisions of the Act.

1.6. The Promoter shall confirm to the final carpet area that has been allotted to the allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area the Promoter shall refund the excess money paid by Allottee within forty – five days with annual interest at the rate prescribed in the Rules, form the date when such an excess amount was paid by the alottee. If there is any increase in the carpet area, of the Flat No. _____, allotted to Allottee, the Promoter may demand that form the allottee as per the next milestone of the rate per square feet as agreed in Para 1.2 of this agreement.

1.7. Subject to Para 9.3 the Promoter agrees ad acknowledges, the allottee shall have the right to the [Flat No. _____] as mentioned below:

(i.) The Allottee shall have exclusive ownership of the[Flat];

(ii.) The allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of allottee in the common Ares is undivided and Conant be divided or separated, the Allottee shall use the common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completing certificate from the competent authority as provided in the act;

(iii.) That the computation of the price of the [Flat No. _____] includes recovery of price of land, construction of the common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with wall putty, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. And includes cost for providing all other facilities, amenities and specifications to be provided within the [Flat No. _____] and the Project;

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

It is made clear by the Promoter and the allottee agrees that the [***PALAZZO***] along with garage/ covered parking shall be treated as single indivisible unit for all purposes. It is agreed that the project is and independent, self- contained project covering the said land and is not a part of any other project or zone and shall not from 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 facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Flat No. _____ to the Allottees, which it has collected from the allottees, for the payment of outgoing. If the Promoter fails to pay all or any of the outgoings collected by it for the Allottees or any liability, mortgage loan and interest thereon before transferring the Flat No. _____ to the Allotteees, 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 therefore by such authority or person.

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

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of '**SAI KRIPA REAL ESTATE PVT. LTD.'** payable at Patna.

3. COMPLIANCE OF LAWS RELATING TO REMEITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made hereunder or any statutory amendment (S) modification (S) made thereof an 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 fulfil its obligations under this permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if Provided in terms of the agreement shall be made in accordance with the provisions of Foreign exchange Management act , 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve bank of India, he/ she may liable for any action under the Foreign exchange Management act, 1999 or other laws as applicable, as amended form time to time.

3.2. The promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever 0there 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 Flat No. _____ applied for therein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head (s) of dues against lawful outstanding of the allottee against the [Flat No. _____], 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 for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the [Flat No. _____] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be.
6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment **PALAZZO]** and accepted the floor plan, payment plan and the specification, amenities and facilities [annexed along with this Agreement] which has been approved by competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [please insert the relevant State laws] and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the act, breach of this term by the Promoter shall constitute a material breach of Agreement.
7. **POSSESSION OF THE** FLAT NO. _____**:**

7.1. Schedule for possession of the said [Apartment **PALAZZO**] – The Promoter agrees and understands that timely delivery of possession of the [Flat No. _____] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Flat No. _____] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31st December 2020, 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 the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Flat], provided that such Force Majeure conditions are not 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 the date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/they shall not have any rights, claims etc. Against the promoter and that the Promoter shall be released and discharged for all its obligations and liabilities under this Agreement.

7.2. **PROCEDURE FOR TAKING POSSESSION** – The promoter, upon obtaining the occupancy certificate*from the competent authority shall offer in writing the possession of the [Flat No. _____], to the Allottee in term of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee , after taking possession, agree (s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ Flat No. _____ as the case may be, to the allottee at the time of conveyance of the same.

7.3. **Failure of Allottee to take Possession of [Apartment]-** Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the [Flat No. _____] 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 [Flat No. _____] to the allottee. In case the Allottee fails to take possession within the time provided in para7.2 , such Allottee shall continue to be liable to pay maintenances charges as specified in Para 7.2.

7.4. **Possession by the Allottee –** After obtaining the occupancy certificate and handing over physical possession of the [Flat No. _____] to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5. **Cancellation by Allottee –** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/ withdraw for the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force majeure event, if the promoter fails to complete or is unable to give possession of the [Flat] (i) in accordance with the terms of this Agreement duly completed by the date specified in Para 7.1; 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 [Flat], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the act within 6 month or after sell the aforesaid flat to other purchaser by the developer/ builder whichever is earlier of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the allottee interest at the rate

prescribed in the Rules for every month of delay, till the handing over of the possession of the [Flat No. _____], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i.) The [Promoter] has absolute, clear and 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 or 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 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 or Authority with respect to the said Land, Project or the [Apartment **PALAZZO**]

(v.) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment **PALAZZO**] 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 therein, 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; [Flat No. _____] 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 form selling the said [Apartment **PLAZZO**] 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[Flat] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

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

(xi.) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of Flat No. _____, plot or building as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii.) No notice from the government or any other local body or authority or any legislative enactment, government finance, order, notification (including any notice for acquisition or

requisition o the said property)has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i.) Promoter fails to provide ready to move in possession of the [Flat] to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this pare, ready to move in possession' shall mean that the Flat No. _____ shall be in a habitable condition which is complete in all respects including the provision of the all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

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

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

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

(ii.) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat No. _____, along with interest at the rate prescribed in the rules within forty- five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the 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 of the possession of the [Flat No. _____], which shall be paid by the promoter to promoter to the allottee within forty-five days of it becoming due.

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

(i.) In case the allottee fails to make payments for Flat No. _____as per schedule 'C' consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules @___% per annum

(ii.) In case of Default by allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Flat] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANE OF THE SAID APARTMENT: The Promoter, on receipt of Total Price of the [Flat] as per Para 1.2 under the agreement from the Allottee, shall execute a conveyance deed and convey the title of [Flat No. _____] 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 the

case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issues of occupancy certificate]. However, in case of the allottee fails to deposit the stamp duty and/ or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his / her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. **AMINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**: The Promoter shall be responsible to provided and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of project. The cost of such maintenance has been included in the Total Price of the [Flat].
12. **DEFECT LIABILITY**: It is agreed that in case any structural defect or any other defect in workmanship, quality or provisions 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's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**: The Promoter/ maintenances agency/ association of allottees shall have rights of unrestricted access of all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and / or maintenance agency to enter into the [Flat No. _____] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
14. **USAGE** : Use of Ground and Service Area: The Ground and service areas, if any, as located within the (**PLAZZO**), shall be earmarked or purposes such a parking spaces and serves including but not limited to eclectic 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 ground in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of all allottees formed be the allottees for rendering maintenance services.

15. GENERAL COPMLINACE WITH RESPECT TO THE APARTMENT:

15.1. SUBJECT TO PARA 12 above, the above, the allottee shall, after taking possession, be solely responsible to maintain the [Flat No. _____] 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 [Flat No. _____] , or the staircase, lifts, common passage, 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 [Flat No. _____] and keep the [Flat No. _____], its walls and partitions sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The allottee further undertakes, assures and guarantees that he/ she would not put any sign- board/ name-plate, neon light, publicity material or advertisement material etc. On the face/ faced of the Building or anywhere 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 [Flat No. _____] or palace 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 [Flat No. _____].

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of a [Flat] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
17. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan, layout plan, sanctions and specification, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act.
18. PROMOTER SHALL NOT MORTGAGE OR CAEATE A CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Flat] 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 [Flat].
19. 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 RERA Bihar. The Promoter showing compliance of various laws/ regulations as applicable in Patna/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 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 Danapur as and when intimated by the Promoter. If the allottee (s) fails to execute an deliver to the Promoter this Agreement within 30 (thirty) days from the date of receipt by the Allotted and / or appear before the Sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee ,application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.
21. ENTIRE AGREEMENT: This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understanding , any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Flat as the case may be.
22. RIGHT TO AMEND: This Agreement may only be amended though written consent of the Parties.
23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions continued herein and the obligations arsing hereunder in respect of the [Apartment **PALAZZO**] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Flat], in case of a transfer, as the said obligations go along with the [Apartment **PALAZZO**] for all intents and purposes.

24. WAIVER NOT ALIMITATION TO ENFORCE:

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment plan [Schedule 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 construed to be a precedent and / or binding on the Promote to exercise such discretion in the case of other Allottees.

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

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Flat No. _____] bears to the total carpet area of all the [Flat] in the Project.

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

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

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

Flat Owners Name of Allottee
_____ (Allottee Address)
M/s _____ Promoter name
_____(Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered Post failing which all

communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES : That in case there are Joint allottees all communications shall be sent by the Promoter to the allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.
31. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Flat No. _____ or building, as the case may, be prior to the execution and registration of this Agreement for Sale for such Flat 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.

Please affix photograph and sign across the photograph

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____
At _____on _____ in the presence of:

WITNESSES :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIIPTION OF THE [APARTMENT- **PALAZZO**] AND THE GARAGE/ COVE RED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'A' -

All that piece and parcel of land of the building complex namely **"PALAZZO"** owned by the company measuring an area of **18 Kathas** more or less, equivalent to approx **24498** sq.ft., situated at Mohalla/Mauza-Mustafapur (M.V.R. 157, Zone-2), Pargana-Phulwari, Revenue Thana-Danapur, Town and District-Patna, in the state of Bihar, **within the limit of Danapur Nizamat or Competent Authorities,** constructed over Survey Plot No.**7 (Seven)**, Thana No.-**36 (Thirty Six)**, Tauzi No.**5276 (Five Thousand Two Hundred Seventy Six),** Khata No.**197 (One Hundred Ninety Seven),** District-Patna, and having its Boundary as follow:-

BOUNDARY -

NORTH - Survey Bandh and Survey Plot No.-6.

SOUTH - Survey Plot No.-8 and 9.

EAST - Hundle and thereafter Main Road.

WEST - Bandh.

SCHEDULE ' B' - FLOOR PLAN OF THE FLAT NO. _____

*All that piece and parcel of residential **Flat No.-_____ in Block-"___"** on the **___ Floor** of **"PLAZZO"** COMPRISING OF the Following.*

Carpet Area comprised within the said unit however the roof of the said unit will be used as the floor of the unit situated above this unit except of this unit is in the top most floor when its roof will be part of the roof of the entire Apartment. Similarly the floor of this unit will be the roof of the unit / Parking space below except in the case this unit is situated on the Ground Floor and the roof and floor will be jointly belong to the ALLOTTEE above and below.

The divide wall and columns, of within the said unit, save and except the wall or walls separating the said unit from other units on the same floor, shall belong to the ALLOTTEE. The aforesaid divide wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the ALLOTTEE and / or ALLOTTEE of the other unit.

UNIT PARKING in the Ground Floor, Purchased by the ALLOTTEE for Indian made Car will belong to the ALLOTTEE. If no such parking has been purchased by the ALLOTTEE in the Schedule-B, he / she/ it shall not entitled for any parking space in the Ground floor.

The super built up area of ***Flat No.-___ in Block-"___"*** *equal to* ***_____ Sq.ft./carpet area _____ q.ft.*** *approx, along with* ***undivided proportionate share in land*** *and car parking space on the ground floor and its boundary as follows :–*

NORTH *:*

SOUTH *:*

EAST *:*

WEST *:*

SCHEDULE 'C'- PAYMENT PLAN

The super built up Area of the Flat is intended to be equal to ***____ Sq.ft./carpet area ____ sq.ft.*** *approx. more or less.*

I. The Consideration Amount of the said unit/Flat has been worked out as follows:-

i) Cost of the said Flat including Car Parking ***Rs. _____/-***

Booking amount received ***Rs. _____/-***

Balance amount due *TOTAL* ***Rs. _____/-***

(Rupees _____ only)

The consideration amount will be paid as per the Following schedule.

1. At the time of booking –	25%
2. After the completion of Foundation	10%.
3. After the completion of Ground floor slab -	10%.
4. After the completion of First floor slab	10%.
5. After the completion of Second floor slab -	10%
6. After the completion of Third floor slab -	10%.
7. After the completion of Fourth floor slab -	10%.
8. After the completion of Fifth floor slab -	10%.
9. At the time of possession –	05%.

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Foundation	:	*Reinforced Cement Concrete*
Super Structure	:	*Reinforced Cement Concrete as per design.*
Wall	:	*Brick Masonary.*
Water Supply	:	*Deep Borewell.*
Rooms Floor	:	*Vitrified tiles 800x800*
Kitchen*:*		
Floor	:	*Vitrified tiles*
Sink	:	*Stainless Steel Sink*
Dado	:	*Glazed Tile (2 feet above counter)*
Platform	:	*Granite Slab*

Dinning Space	*:*	*One number ISI Mark Hindware/Cera or Equivalent white hand wash basin.*
DOOR	***:***	*Wooden Flush Door*
CHOWKHATAS	***:***	*Salwood*
DOORS	***:***	*Entrance door 35mm thick ISI mark with both side teak veenear/paint of green/century make.*
BATH ROOM	*:*	***Floor :-*** *Marble/Ceramic tile upto 7 feet height.*
W.C.	*:*	*European Type, Wash Basin of Hindware/Parryware make or equivalent.*
Fitting	*:*	*Jaguar/Grohe*
Cistern	*:*	*Hindware.*
Door	*:*	*PVC Door Shutter & Frame.*
Corridor	*:*	***Floor :-*** *Sparkling Marble*
WINDOWS	*:*	*UPVC/Wooden frame of Sakhua wood & window of gamhar with glass fitting & steel grill.*
Internal Wall Finish	*:*	*Plaster of Paris.*
External Wall Finish	*:*	*Wall Putty & Apex Asian Paint or Equivalent or as per elevation*
Electrical	*:*	*Concealed wiring & modular switches. Adequate lighting/Power socket.*
TV/Cable/Telephone	*:*	*Provision at all suitable points.*
Lift	*:*	*Two 8 passenger capacity of OTIS/THYSSUN KRUPP/ KONE/JOHNSON.*
Generator	*:*	*Kirloskar/Crompton Greaves or equivalent silent generator of Adequate Capacity.*
Power Backup	*:*	*Upto .5 KVA*
Intercom	*:*	*Intercom facility provided each flat.*
Notes: 1.		*If certain specifications are improved upon, as per the advice of the Architect/decision of the promoters, then the customer will accept the same for which prior consent of the customer will not be required.*
2.		*All specifications, sizes and layouts etc are subject to such variations, additions, and modifications, as decided by the promoters/ architects/ society or by competent authority.*

SCHEDULE'E'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

DO AS PER SCHEDULE "D"

[The 'schedules' to this Agreement for Sale shall be as agreed to between the Parties]