(Agreement for Sale-Flat)

THIS AGREEMENT made at Patna on ..... day of ..... in 2018.
SAI KRIPA REAL ESTATE PVT. LTD. a company incorporated under the Company's Act .1956 and having its Registered office at 2nd Floor, Awadh Raj Center, Mitra Compound, East Boring Canal Road, Pin- 800001, Town & District-Patna in the State of Bihar through its **DIRECTOR SRI SHAILENDRA SINGH** S/o SRI AWADHESH KUMAR SINGH, Indian Citizen, **represented through SRI SANJAY KUMAR RAY** Son of Late Sishir Kumar Ray by the virtue of an authenticated Power of Attorney vide Deed no.1097, Book no.IV, Vol.no.15, C.D. no.03, Pages 133 to 138, Serial no.6824, Token no.6935, registered at District Sub registration office, Patna on dated-01-03-2011, Indian Citizen, hereinafter called the **"DEVLOPER "**, which expression shall, unless repugnant to the context or meaning there to, mean and include its executors, administrators, legal representatives successor/s in office and/or assigns of the **ONE PART. (Mob.no.8051250005).**

Sign. of Executant

AND

(1) .....Aadhar no.-----W/o ..... R/O- ...., P.O.-....., District-... in the State of Bihar, Indian Citizen, hereinafter called the VENDEE / BUYER / PURCHASER which expression unless repugnant to the Context shall mean and include her/his heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the OTHER PART.

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

DEFINITIONS:

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

A. **AND WHEREAS,** the Vendor/Developer/owner has executed 3 Development agreements vide Deeds bearing (1) **Deed No.5416 dt.16.6.15** (2) **Deed No6595** dt.22.7.15 and (3) **Deed No.6672 dt.24.7.15** all Registered at sub Registrar Office, Patna for development of 89.6304 Decimil land situated at mauza-Navratanpur,P.S.Code-330,P.S.-kankarbagh,Khata No. 65, Survey Plot No. 331, 334 & 335 within the limits of PMC.

RECITALS

AND WHEREAS, the landed property is the Khatiyani property, of Shri Mahip Narain Singh S/o Late Jagarnath Singh (the grandfather of the Vendors) through Code sheet survey published in 1911 . Later on, Shri Mahip Narain Singh died leaving behind his son Shri Bhrigunath Prasad Singh as his successor Shri

Bhrigunath Prasad Singh had Four Sons namely (i) Shri Rajeshwar Narain Sharma, (ii) Shri Chandreshwar Narain Sharma, (iii) Shri Maheshwar Narain Sharma and (iv) Shri Prabhat Narain Singh who together constituted a joint Hindu undivided family under the Mitakshara Law. The property was partitioned among Shri Bhrigunath Prasad Singh and his four sons in accordance with a family arrangement dated 1.7.1963. It may be noted that Sri Prabhat Narain Singh was a minor at that time and his share of land was in guardianship of his father Shri Bhrigunath Prasad Singh.When Shri Prabhat Narain Singh attained majority in 1967 the land was mutated in favour of all five co-parceners vide mutation case no.297 of 1963 .Shri Bhrigunath Prasad Singh sold his entire share during his lifetime. He died on 21-01-1989, Shri Rajeshwar Narain Sharma died on 15-10-2008 leaving behind his widow Smt. Shanti Sharma who inherited the share of her husband. That further the aforesaid Landowners also executed a Mutual Memorandum of Partition cum-re-arrangement Dtd.-11-03-2011 specifying their shares accepted by one and all. The property is free from all encumbrances claims, charges and attachments, defects of titles.

B.The said land is earmarked for the purpose of building a (commercial/residential/any other purpose) project, comprising- multistoried apartment buildings and the said project shall be Known as "SAI KUSUM INFINITY".

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.AND WHEREAS, P.M.C./PRDA (Dissolved) has accorded permission for Construction of the Commercial Cum Residential Building and after obtaining the permission Vide Plan Case no. P Sadikpur/ PRN 6/15465/22/RG-25/19-10-12 a new Building is being Constructed on the said land by **SAI KRIPA REAL ESTATE PVT. LTD.**, Patna in the name Style of **"SAI KUSUM INFINITY"** hereinafter referred to as the 'BUILDING' Comprising several Flats/Commercial units/Parking etc.

E.The promoter agrees and undertakes that is shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

A. The promoter has registered the project under the provisions of the Act with RERA,BIHAR Real Estate Regulatory Authority at Patna on .....under registration no.....

B. The Allottee had applied for an apartment in the project vide application no. ..... dated ..... and has been allotted apartment no. ..... having carpet area of ..... Square feet, type .....on floor in [tower/block/building] no. .....("Building") along with garage/ covered parking no..... admeasuring ..... square feet in the .....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);

C. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein below at the foot of this deed;

D. .....[please enter any additional disclosures/details];

E. 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;

F. 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 conditions appearing hereinafter,

G. 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 [Apartment /plot] 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[Apartment/ plot] as specified in para G.

1.2 The Total Price for the [Flat] based on the carpet area is Rs. .....(Rupees.....only("Total price")(Give break up and description):

Block/Building/Tower no..... Apartment No....., Type....., Floor.....	Rate of Apartment per square feet

Total price (in rupees)	

[AND] [if /as applicable]

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

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the promoter toward the [Flat];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the promoter by way of value Added Tax, service Tax, and cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called) up to the date of handing over the possession of the Flat to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:
Provide that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased / reduced based on such change/ modification:

Provided further that if there is any increase in the taxes, after the expiry of the scheduled date of completion of the project as per registration with the Authority which shall include the extension of registration, if any granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

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

(iv) The Total price of [Apartment /plot]includes recovery of price of land construction of [not only the apartment but also] the common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment ,lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges, as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Flat] and the project.

1.3 The Total price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and /or any other increase in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities the promoter shall, enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

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

1.5 The promoter may allow, in its sole discretion, a rebate for 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.

1.6 It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings, and amenities described herein at Schedule 'D' and schedule 'E' (which shall of the conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the act. Provided that the promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the act.

1.7 The promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate* is granted by the competent authority by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is reduction in the carpet area then the promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment allotted to Allottee, the promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in sehedule C. All these monetary adjustment shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement .

1.8 Subject to para 9.3 the promoter agrees and acknowledges, the Allottee shall have the right to the [Flat] 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 Areas is undivided and cannot be divided or separated the Allottee shall use the common areas along with other occupants, maintenance staff etc, without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the [Flat] includes recovery of price of land construction of [not only the Apartment but also] the common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment ,lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges, as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Flat] 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 /plot, as the case may be.

It is made clear by the promoter and the Allottee agrees the [apartment /plot] along with garage /covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained project covering the said land and is not a part of 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.

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 [schedule C] as may be demanded by the promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which in payable he shall be liable to pay interest 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 payment 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 application) in favour of M/S SHREE SHYAM INFRACON, payable at Patna.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee if resident outside india, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange management act, 1999, Reserve Bank of Indian Act, 1934 and the rules and Regulation 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as mended from time to time.

3.2 The promoter accepts no responsibility in regard to matters specified in para 3.1 above . The Allottee shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment /remittances on behalf of any Allottee and such third party shall not have any right in the application /allotment of the said apartment applied for herein in any way the promoter shall be issuing the payment receipt in favour of the Allottee only.

4. ADJUSTMENT/APPROPRAITION OF PAYMENS:

The Allottee authorizes the promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment /plot], if any, in his /her name and the Allottee

undertakes not to object /demand /direct the promoter to adjust his payment 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] 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 the proposed layout plan, specifications, amenities and facilities of the [Flat] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the promter. 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 Competent authority 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:

7.1 Schedule for possession of the said [Flat] -The promoter agrees and understands that timely delivery of 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, is the essence of the Agreement. The promoter assures to hand over possession of the [apartment /plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on .....unless there is delay or failure due to war, flood, drought , fire, cyclone, earthquake or any other calamity caused by nature affecting the 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 be extension of time for delivery of possession of the [Flat], 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 45days from that 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 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.

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7.2 Procedure for taking possession- The promoter, upon obtaining/applying for the occupancy certificate from the competent authority shall offer in writing the possession of the [Flat], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall 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 fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the application for occupancy certificate of the apartment /plot, as the case may be, to the allottee at the time of conveyance of the same.

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

7.4 Possession by the Allottee – After obtaining/applying for the occupancy certificate and handing over physical possession of the [Flat]to the Allottees, it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees, or the competent authority as the case may be, as per the local laws.[Provided that, in the absence of any local 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, 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 be 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 subject to limitation of the time till the first roof is casted.

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

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

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 forty-five days 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],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 side 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 or Authority with respect to the said land, Project or the [Flat] in the knowledge or information of the Promoter;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said land and [Flat] 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 [Flat] 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 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] 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 [Flat]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 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 till the completion certificate has been issued and possession of apartment, 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 ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by 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, the promoter shall be considered under a condition of Default, in the following event:

(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 para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, 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 rules 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 payment to promoter as demanded by the promoter. If the Allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement subject to clause 7.5 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 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], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

(i) In case the allottee fails to make payments for two Consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive 2 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. CONVEYANCE OF THIS 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 the [Flat] together with proportionate indivisible share in the Common Areas within 3 months from the date of application for 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 the promoter within 3 months from the date of issue of application for occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING /APARTMENT/PROJECT:

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of allottees upon the application for issuance of the completion certificate of the project. The cost of such maintenance has been included in the total price of the [Flat].

12. DEFECTLIABILITY:

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 0f promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to received appropriate compensation in the manner as provided under the act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all common areas, 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] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and service areas: The basement (s) and service areas, if any, as located within the LAXMISHYAM RESIDENCY, 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Flat] 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] , or the staircases,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] and keep the [Flat], 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 sing-board/name-plate, neon light, publicity material or advertisement material etc. on the face/façade 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 [Flat] 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 [Flat].

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 condti.ons.

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, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the act.

18 PROMOTER SHALI NOT MORTGAGE OR CREATE 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 BIHAR Apartment ownership Act-2006.) 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 sings 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 PATNA District as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the promoter this agreement within 30 days from the days of its receipt by the Allottee and /or appear before the sub-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.

20 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 agreement 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.

21 RIGHT TO AMEND:

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

22 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 Flat and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Flat], it case of a transfer, as the said obligations go along with the [Flat] for all intents and purposes.

23 WAIVER NOT A LIMITATION TO ENFORCE:

23.2 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[Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

23.3 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 enforce each and every provision.

24 SEVERABILITY:

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

25 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] bears to the total carpet area of all the [Flat] in the Project.

26 FURTHERASSURANCES:

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

27 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, and 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 at Patna District. Hence this Agreement shall be deemed to have been executed at Patna .

28 NOTICES:

That all notices to be served on the Allottee and the promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the promoter by Registered post at their respective addresses specified below:

..... Name of Allottee
.....(Allottee Address)
M/S..... promoter name
.....(promoter Address)

It shall be the duty of the Allottee and the 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.

29 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.

30 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be prior to the execution and registration of this Agreement for sale for such apartment, 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.

31 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.

32 DISPUTERESOLUTION:

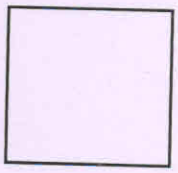
All or any disputes arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, discussion, failing which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

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.

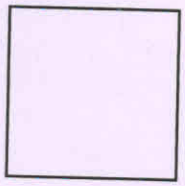
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:(including joint buyers)

(1) Signature.....
Name .....
Address.....

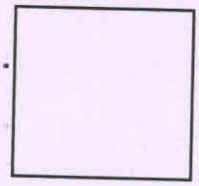


(2) Signature.....
Name .....
Address.....



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'-

All that piece or parcel of land measuring approx 55.43 Kathas equivalent to approx 75442 Sq.ft./approx 173.222decimil, Situated at **Sadikpur Yogi** M.V.R.Code-582, at present P.S- Kankarbagh Town and District-Patna in the State of Bihar bearing Survey Part Plot no.**374 and 373**, Khata No.-**324 and 343**, Khewat no.**38**, Thana no.**09**, Ward no.**34**, Circle no. **250A**, Pargana-Azimabads, Town & District- Patna, and undivided proportionate share in the land within the limits of Patna Municipal Corporation/Patna Regional Development Authority (Dissolved) / and with the Jurisdiction of District Sub- Registrar of PatnaSadar and all sides are having existing boundaries and bounded as follows :

BOUNDARY OF LAND:-
NORTH :- Principal Road (Saadikpur Yogi).
SOUTH :- 16 ft. Branch Road.
EAST :- House of Smt. Shanti Sharma & others.
WEST :- 20 feet wide Branch Road.

SCHEDULE 'B'-

ALL THAT Flat no. ..... on ..... Floor measuring approx ..... Sq.ft. Super built- up area alongwith One Reserved Car Parking of the building Known as "SAI KUSUM INFINITY" WHICH COMPRISES OF THE FOLLOWING BOUNDARY:-

BOUNDARY OF THE FLAT:-
NORTH:- Flat No.1007.
SOUTH:- Flat No.1005.
EAST :- Corridor.
WEST :- Set Back of the Building.

FLOOR PLAN THE APARTMENT- (COPY ANNEXED)

SCHEDULE 'C'-

PAYMENT PLAN

At the time of Booking--- 15%

At the time of Foundation--- 10%
At the time of 1st Floor Casting--- 10%

At the time of 2nd Floor Casting--- 10%
At the time of 3rd Floor Casting--- 10%
At the time of 4th Floor Casting--- 10%
At the time of 5th Floor Casting--- 10%
At the time of 6th Floor Casting--- 10%
Before Possession(Balance Payment) .. 5%
TOTAL--- 100%

II.DETAILS OF THE PAYMENTS RECEIVED:-

Total amount received Rs. /- by cheque
Balance amount due Rs. /- only, will be paid as per the progress of the construction work of the project/building and the construction of the said building shall be completed by ..... with a grace period of Six months.

SCHEDULE 'D'-

SCHEDUELE "D"

STANDARD SPECIFICATIONS OF "SAI KUSUM INFINITY".

1. FLOORING	: All floors will be vitrified tiles.
2. PLASTER	: In cement mortar 1:6 on brick surface and 1:6 on R.C.C. Surface.
3. DOORS	: Frames of Sakhua wood, Flush, panel door shutter with locking arrangements of GODREJ or Equivalent and all accessories in brass/steel fitting .
4. WINDOWS	:Frames of Anodized Aluminum/UPVC with glass fitting .
5. TOILETS	:White glazed viter Indian/European W.C,(parryware /Hindware with flushing cistern. Hot & Cold concealed water supply arrangement with C.P. fittings of JAGUAR or Equivalent.
6. KITCHEN	:Granite working top with steel sink. Tiles dado upto 2'-0" height above working top only.
7.ELECTRICAL	:Concealed P.V.C. conduit wiring with standard electric accessories, Modular switches of Schneider/Anchor make & adequate light, power points for Air Conditioners, geysers in all bathrooms and kitchen and Telephone points and cable T.V, Sockets.
8. PLUMBING	:All internal PPR pipers shall be concealed.
9. FINISH	:All internal walls and ceiling shall be finished with Plaster of Paris finish. All external walls shall be painted with two coats of Apex Exterior paint.

10. GENERATOR :A Silent Diesel Generator with sufficient capacity to be Provided.

Note:- The above specifications are subject to such variations, additions, alterations and modifications as may be decided by the developers/architects/landowners/ and in the overall interest of the project.

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 has been agreed upon and consent hereby given.

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'-

1. FOUNDATION : isolated/combined/R.C.C. piling or as per structural design
2. STRUCTURAL : R.C.C. framed structure as per design.
3. CIVIL WORK : First class brick work in cement mortar as per standard specification.
4. LIFT Six Lifts of adequate passenger capacity of OTIS/KONE/ THYSSEN/JHONSON or equivalent..
5. CLUB HOUSE :A well equipped Gymnasium, community Hall

6. SWIMMING POOL:Roof top Swimming Pool.

7. JOGGING TRACK:A jogging track along the boundary wall.

8. GREEN SPACE :A Well manicured Roof Top Lawn.

9. GENERATOR :A Silent Diesel Generator with sufficient capacity to be Provided.