DEED OF ABSOLUTE SALE

This Indenture of Absolute Sale made on this.....day of....., 2018(Two thousand Eighteen) in the Christian Era,

BETWEEN

M/s Kutir Housing Developers & Consultant Pvt. Ltd., having its registered office at 50-C, Srikrishna Puri, Patna-1 Through its **Director Mr. Ashok Kumar Sinha** son of Late Rama Shankar Sahay resident of 13/1, Anandpuri Boring Road, Patna - 1, (hereinafter called the "BUILDER/ DEVELOPER AS A VENDOR PARTY") which expression unless excluded by or repugnant to the context shall include their heirs, successors, assignees, administrators -in-interest of the FIRST PART.

AND

Sri ---------- S/o ---------- resident of ----------, Indian Citizen, hereinafter called 'The Purchasers" of the SECOND PART.

Whereas the Owner No. 1 Shri Anand Kishor Prasad was purchased this property from Sri Rajiv Ranjan S/o Sri Rang Vishnu resident of Rajiv Nagar, P.S. Patliputra, Distt- Patna and Sri Ashok Kumar Sinha S/o Late Rama Shankar Sahay resident of Boring Road, P.S.- Shree Krishnapuri, Distt- Patna, measuring about 2 Katha (2722 Sq.ft) and owner No. 2 Smt. Prabha Kishor was purchased this property from Sri Yugeshwar Dayal S/o Late Parmeshwar Dayal resident of 6 A Rajendra Nagar, P.S.- Kadam Kuan, Distt- Patna measuring about 1 Katha 17 Dhur. and land owner No. 3 Sri Rajeshwar Prasad Chaudhary was purchased this property from Sri Devendra Kumar Rai S/o Sri Rama Nand Rai, resident of Mitra Mandal Colony, P.S.- Phulwari, Distt- Patna, measuring about 11 Dhur more or less fully described in the second Schedule at the foot of this Deed.

Whereas as the property of second Schedule fully described at the foot of this deed is the purchased property by Owner 1 through a registered deed bearing No. 1005,

Book No 1, Volume No. 34, Pages 85 to 106, Dated 14.02.2001 Sub Registrar Danapur The total area of land is 2 Katha (2722 sq.ft.), bearing Tauzi No. 5407, Khata No. 456, Plot No. 1570, Thana No 21, Situated at Mauza Danapur Shahjadpur, (Near State Bank Colony) P.S. Danapur, Distt- Patna, Sub Registrar office Danapur and owner No. 2 purchased through a registered deed bearing No. 839, Book No. 1, Volume No. 28, Pages 107 to 128, dated 09.02.2000 total area of land is 1 Katha 17 Dhur (2517.84Sq.ft.) bearing Tauzi No. 5407, Khata No. 456, Plot No. 1570, Thana No 21, Situated at Mauza Danapur Shahjadpur, P.S. Danapur, Distt- Patna, Sub Registrar office Danapur, and land owner No. 3 purchased through a registered deed bearing No. 6060, Book No. 1, Volume No. 157, Pages 211 to 234, dated 21.11.2000 sub Registrar Danapur the total area land is 11 dhur(748.55 Sq.ft.) bearing Tauzi No. 5407, Khata No. 456, Plot No. 1570, Thana No 21, Situated at Mauza Danapur Shahjadpur, P.S. Danapur, Distt- Patna, Sub Registrar office Danapur, total land area of all land owner is 4 katha 8 dhur (5988.4 sq.ft).

WHEREAS the above land owner entered in to a Registered Development agreement vide Deed No. 2428, Book No. -1, Volume No. 42, Page No. 352 to 369, C.D. No. 7 with **Kutir Housing Developers and Consultants Pvt. Ltd. ,on dt.** 11.03.2013 through its Director Sri Ashok Kumar Sinha, Son of Late R. S. Sahay, resident of 13/1, Anandpuri, Boring Canal Road, Patna-1, Distt- Patna, for construction of a multi storied building in the name of "----------" on the land fully described in first schedule of this Agreement, by getting approval of plan from PMC. and after the completion of the said "----------".

AND WHEREAS the Builder has prepared a scheme for construction of a multi storied building over the land and constructed a multi storied building and flat is hereby sold is the share of the Developer.

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

AND WHEREAS by an agreement dated 24.10.2016 the Vendor agreed to sell and the purchaser agreed to purchase all that Flat which is fully described in First Schedule of this Deed for a total consideration of **Rs. ----------/- (Rs. ----------)** only. The Govt. value of the property **Rs. ---------- (Rupees ----------)** only. The Stamp duty is being paid on the total consideration Amount of **Rs. ----------/- (Rupees ----------)** only.

AND WHEREAS, the purchaser has paid the entire amount of consideration of **Rs. ----------/- (Rs. ----------)** only for the Purchase of the Flat, which is fully described in First schedule of this Deed. The receipts whereof the vendor doth hereby admit and acknowledge the same each and every part thereof acquit, release and forever discharges the purchaser and/ or the said Unit hereunder conveyed and obtained possession of the said unit

AND WHEREAS, the purchaser have requested the Vendor to grant and execute the sale deed of the unit, flat fully described herein below in the first schedule hence it is now necessary to execute the sale deed in favour of the vendee.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS

That in pursuance of the said agreement and in consideration of **Rs.---------- /- (Rs. ---------)** only

has been paid by the vendee to the vendor.

The receipt of which is acknowledged herewith by the Vendor. Now the Total consideration amount stands paid to the Vendor.

1. That the vendee shall have all rights, titles and interests in the said flat and shall HAVE, HOLD and ENJOY the same without any let or obstructions, claim and demand whatsoever from the Vendor or anybody claiming through or under their all right, title and interest which are vested in the Vendor and henceforth ceased to have any concern and vested in the vendee to whom the said flat has been conveyed absolutely.

2. That the Vendor have assured to the vendee that the flat mentioned in the First Schedule is free from all kinds of charges, encumbrances, liens and attachment and there is absolutely no defect in the title of the Vendor.

3. That the Vendor have further assured to the vendee that they have not at any time done or permitted any act, deed or matters by reason of which the flat mentioned in the schedule no. I conveyed by these presents of any part thereof or interest therein has been charged, mortgaged, sold, exchanged or transferred in any other way, (to any other person)

4. That the Vendor hereby grant, transfer, sell, convey, release and confirm into the said vendee all that in undivided proportionate shares in the common land together with present and future rights in the said flat to Have and to Hold the same to the use of the vendee absolutely and forever free from all encumbrances subject only to the ground rents, taxes and assessment and other maintenance charges payable in respect of the same and the

vendee shall and may at all times hereinafter peacefully and quietly possess and enjoy the said flat and each and lawful eviction or interruptions, claims or demand from the Vendor.

The vendee shall not be entitled to claim for partition of the said common and undivided shares of land of the said flat. The vendee shall pay to the Vendor or their nominees a proportionate shares of water taxes/municipal taxes, if any, other taxes like maintenance charges assessed on the whole project/building in such proportions to be determined by the Managing Committee of the Apartment on the basis of the area of each Flat (hereinafter referred to as common expenses) fully mentioned in Third Schedule hereunder written and the vendee will be regularly and promptly paying the maintenance charges to the authorized representatives as and when required and in case of default in payment of the dues in this regard shall be deemed to be charges against the aforesaid flat.

6. That the aforesaid super built-up area is including the built-up area of the said flat along with the area of walls and columns as explained hereunder which shall be the exclusive property of vendee, undivided share in the common utilities area in the said building like stair case, landings, common passage and lobby on each floor, pump room, meter room, generator room, etc. which shall be the joint property of all the purchasers, including the vendee in the said building.

7. That the roof of the said flat be used both as the roof of the said flat & floor of the flat constructed above it. Similarly the floor of the said flat shall be used both as the floor of the said flat and roof for the flat below it, thus the roof and the floor of the said flat shall jointly belong to the vendee and the purchaser of the flat above and below the said flat.

8. That the vendee shall not be entitled at any time

to do any change in the structure and in the exterior of the flat or any other built up portion of the said project and have to obtain prior written permission from the vendor for any minor changes only sought to be made in the interior of the flat.

9. That the Vendor is transferring the property above free from all encumbrances but it will not be responsible for any loan taken by the vendee and it will be exclusive liability of the vendee.

10. That the Vendor will not be liable for any levy or taxes etc. demanded by the Govt. or any authority for the vended portion or for the land received hereafter.

11. That the vendee has already taken possession and satisfied with the flat and he will not authorise or empower any person or any society/association to take up any matter on his behalf to vendor.

12. That the vendee shall not do any act or deed which may cause any hindrance, annoyance or nuisance in any way to the other purchasers of the flat etc in the said building.

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

14. That the vendee have right to apply to Patna Municipal Corporation for separate holding/mutation and/or assessment of taxes to pay municipal taxes from time to time.

The First Schedule of the Flat hereby vendees: -

Flat No. ------ on the ----- floor having super built-up area of ------- sq. ft. (----------square feet) approx

along with one parking space on ground floor, named "----------" situated at Tauzi No. 5407, Khat No. 456, Plot No. 1570, Thana No 21, Situated at Mauza Danapur Shahjadpur, (Near State Bank Colony) P.S. Danapur, Distt- Patna, Sub Registrar office Danapur measuring about 5988.4 Sq.ft. more or less, within the town and Dist. Patna and the same is bounded as follows:-

North : - ----------

South : - ----------

East : - ----------

West :-. ----------

The Second Schedule of the Apartment

Description of the land/property under this development agreement. All that part and parcel of land situated at Tauzi No. 5407, Khat No. 456, Plot No. 1570, Thana No 21, Situated at Mauza Danapur Shahjadpur, (Near State Bank Colony) P.S. Danapur, Distt- Patna, Sub Registrar office Danapur measuring about 5988.4 Sq.ft. more or less, within the town and Dist. Patna and the same is bounded as follows.

North :- Branch Road & Part Plot No. 1570

South :- Branch Road

East :- Branch Road

West :- Part Plot No. 1570 & 1565

The Third Schedule above referred to as Common Expenses

1. All costs of maintenance, operation, repairs, replacing, white-washing, painting, rebuilding, reconstructing,

redecorating and lighting the common parts including the other of the project, parking space and boundary walls and that of generator, water pump, tube-well, and over head water tank, water pipe line, sewerages, rain water and/or soil pipes etc.

2. The salaries and other expenses for all persons employed for common purposes.

3. The Insurance Premium for insuring the project building against earthquake, fire, lightening, mob-violence, civil commotion etc., if insured.

4. Expenses for supplies of common utilities and payments of all charges and/or deposits for providing the H. T. Line and/or on any there account to P. E. S. U. and other authorities and/or organization.

5. Municipal and other rates and taxes and levies and all other outgoing save those which cannot be separately assessed or incurred in respect of any unit.

6. Costs of establishment and operations of the Builder/Association/Co operative Society Private Limited, Company relating to common purposes.

7. All other expenses and outgoings as are deemed by the builder/Association/Co-operative Society/ Private Limited Company to be necessary or incidental for replacement, renovation, painting and/or periodic repainting or repairing of the common parts.

The Fourth Schedule above referred to as Common Area

1. All drive ways and parking areas on the said premises, except allotted/non-allotted reserved parking space (R.P.S.).

2. All exterior conduits utility lines underground and overhead water storage tanks.

3. Exterior lighting and other facilities necessary to the upkeep and safety of the said project.

4. All including shafts/shaft walls, machine rooms.

5. Care-taker's rooms if available, lobbies hall ways and stair cases and within the said project which are not part of the said unit.

6. That owners of flat etc. will have undivided proportionate share over land of project "----------" if the building becomes inhabitable and subsequently demolished.

Details Schedule ---------- Flat No -----

1. Total Land of the building : ---------- sq. ft.
2. Total constructed area of the building : ---------- sq. ft.
3. Total area of the Flat : ---------- sq. ft.
4. Proportionate share of the Land : ---------- sq. ft. (---------- Decimal)
5. Total value of the flat Rs. ----------
6. Value of the Land Rs. ----------
7. Total value of Parking space : Rs. ----------

Total **Rs. ----------**

(Rupees ---------- only)

Details of Payment Schedule

Date	Ch/DD No.	Bank	Amount

Total Amount:-

IN WITNESSES WHEREOF THE VENDOR above named have executed this Deed of Absolute Sale on the date, month and year abovementioned after going through the document and after fully understanding the implications of the transactions in presence of witnesses who have also signed hereunder.

Witnesses : -

1.

Signature of the Vendors

Pan No.

Signature of the Vendee

2.

Pan No.

Printed By : -

Drafted By :

SALE AND PURCHASE AGREEMENT

This agreement made on this _____ day of _____ 2018

BETWEEN

M/s **Rahul Roy Developers Private Limited,** having its registered office at Shakuntala Bhawan, Sipahi Bhagat Place, Marshal Bazar Road, Danapur, Patna-801503 Through its **Director Mr. Ashok Kumar Sinha** son of Late Rama Shankar Sahay resident of 13/1, Anandpuri BoringRoad, Patna - 1, (hereinafter called the "BUILDER/ DEVELOPER AS A VENDOR PARTY") which expression unless excluded by or repugnant to the context shall include their heirs, successors, assignees, administrators -in-interest of the FIRST PART.

AND

1. **Sri/Smt.** ---------- **S**/W/o ----------
resident of ----------
----------, Indian Citizen, hereinafter called 'The Purchasers" of the SECOND PART.

AND WHEREAS, the land owner got this property from his mother Smt. Dev Rani Devi W/o Late Panchhi Lal Rai at Naya tola, Saguna, Danapur, Patna, the ancestral property inherited by the mother of landowner from her fater Late Sipahi Bhagat Through a registered WILL which was probated later on and she (mother of land owner) distributed all properties among her three sons namely Sri Udai Shankar, Sri Satish Kumar and Sri Arjun Kumar Sinha through a family partition deed dated 17.06.97 after this partition the landowner mutated his name in the record of Govt. of Bihar Through circle officer Danapur. Hereinafter referred to as the said "Land

WHEREAS by virtue of the terms contained in an agreement between the builder and **Sri Satish Kumar** and above builder has framed a scheme to plan, construct and sell multi-story building -complex named"**SIPAHI BHAGAT GALAXY**" on the aforesaid land for residential purpose comprising of several flats and parking space, etc.

WHEREAS the above land owners entered in to a Registered Development agreement void Deed No. 4093, Book No. 1, Volume No. 70, Page 325 to 341 CD 11 Dated 31.03.2012

with M/s **Rahul Roy Developers Private Limited,** having its registered office at Shakuntala Bhawan, Sipahi Bhagat Place, Marshal Bazar Road, Danapur, Patna-801503 Through its Directors **Mr. Ashok Kumar Sinha** son of Late Rama Shankar Sahay resident of 13/1, Anandpuri BoringRoad, Patna – 1 and **Mr. Rakesh Kumar** S/o Sri Satish Kumar resident of Shakuntala Bhawan, Sipahi Bhagat Place, Marshal Bazar Road, Danapur, Patna-801503, for construction of a multi storeyed building in the name **of " SIPAHI BHAGAT GALAXY "** on the land fully described in second schedule of this Agreement , by getting approval of plan from **NAGAR PARISAD DANAPUR NIZAMAT** and the developers started work in full swing.

WHEREAS buyers have inspected and /or otherwise satisfied himself about the title of the said owner to said land and about the right , entitlement and interest of the builder to plan, construct and sell the aforesaid building complex "**SIPAHI BHAGAT GALAXY**" and the buyer is also aware of the fact that the builder has also entered and/or are entering into separate agreement with several other persons and/or parties who are interested in acquiring the proposed flats, parking space, etc. in the said "**SIPAHI BHAGAT GALAXY**".

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

1. In this agreement unless it be contrary or repugnant to the context.

1.1"Architect" shall mean Messrs Ranjan & Associates and/or other such person or persons or firm or company whom the builder may appoint from time to time as the architect for the said complex.

AND WHEREAS the Builder have prepared a scheme for construction of a multi storied building over the land and constructed a multi storied building and Flat is hereby sold is the share of the Builder/ Developer.

Building has been constructed over the land and share of the land owner and developer has already been distributed. Hence as per u/s 5 and others of The Bihar Apartment Ownership

Act. 2006 Builder is entitled to sale/transfer his share as Absolute owner. The property hereby sold is allotted in the share of the Developer. And now the above named vendor has full right to transfer the Flat etc. by way of sale to different purchaser/s on the ownership basis.

AND WHEREAS by an agreement the Vendor agreed to sell and the purchaser agreed to purchase all that Flat which is fully described in First Schedule of this agreement for a total consideration of **Rs.---------- (Rs ----------)only.**

AND WHEREAS, the purchaser has to pay the total consideration amount of of **Rs.----------/- (Rs ----------) only** for the purchase of the flat, which is fully described in Part-III schedule- C of this agreement.

And where as the purchaser have requested the Vendor to grant and execute the sale Agreement of the unit, flat fully described herein below in the first schedule hence it is now necessary to execute the sale Agreement in favour of the vendee.

2. The builder shall construct a complex known as "**SIPAHI BHAGAT GALAXY**" over the said land described in schedule-A hereunder in terms of the scheme framed by the builder.

2.1 The builder shall be entitled to make such changes , additions and/or alterations in the plan as the exigency of the situation or circumstances shall warrant or require.

3. The buyer agrees to acquire from the builder the said flat hereinafter jointly referred to as the said unit more fully described in the schedule -C hereunder at or for a total consideration as mentioned in part -1 of the schedule-C hereunder written and the builder has agreed to transfer the same in favour of buyer at the said consideration.

3.1 The said total consideration has been calculated on the basis of super built up area as detailed in part I of the schedule - C hereunder written. In case any difference be found in the area at the time of taking final measurement after completion of the building , the difference in consideration amount shall be adjusted accordingly. The certificate of the

architect shall be final and binding on both buyer and the builder.

3.2 The said total consideration shall be subject to standard escalation formula of the builder mentioned in detail in part - II of the said schedule-C.

3.3 The said total consideration shall be paid by the buyers to the builders as and in the manner set out in part III of schedule -C hereunder written. It is also agreed that all such payments shall always be made by crossed a/c payee cheques or pay order or demand draft drawn on any bank in Patna in favour of the builder and that for any payment made in cash the builder shall not be responsible.

3.4 In case any sales tax ,purchase tax or any other govt. duty or tax (not being income tax) is payable in relation to the said unit the same shall be on the account of the buyer, who hereby agrees to pay all such taxes and duties.

4.1 The buyer shall make timely payment of all amounts under this agreement as set out in part III of the schedule – C , whether demanded or not by the builder.

4.2 However, in case of default of payment of any amount in time , buyer shall pay to the builder interest @ of 24% per annum compounded every month on all the amounts which become due and payable by buyer to the builder under the terms of this agreement calculated from the date the said amount becomes payable by the buyer to the builder up to the date of payment. Provided that payment of interest shall not prevent the right of cancellation of this agreement by the builder on account of any default committed by buyer in payment of any amount payable by the buyer to the builder on due date. It is specifically agreed that time for payment of the consideration amount by the buyer to the builder as set out in part III of the schedule -C hereunder shall be the essence of this agreement.

4.3Until the final settlement of accounts with regard to full and final payment of the total consideration for the said unit is made and " all clearance certificate" received from the builder , any payment made by the buyer towards the

consideration of the said unit would not entitle the buyer to have any right , title and interest in the said unit.

5. On the buyer not clearing his dues along with interest of full costs, charges and expenses that may be incurred by the builder in connection with such sales an interest at the rate of 24% per annum stipulated in clause 4 above, along with liquidated damages 5% and /or 2% as stipulated in clause 5 above.

6. As soon as the said unit agreed to be acquired by the buyer is complete the builder shall notify to the buyer of the said unit having been completed.

6.1 Within 15 days of the date of notice given to the buyer by the builder the buyer shall take possession of the said unit after full payment and/or deposit of all amounts becoming due by the buyer to the builder under this agreement.

6.2 The buyer for the purpose of clause 6.3 given in the following paragraph shall be deemed to have taken possession of the said unit on the 15th day from the date of notice of completion thereof as aforesaid (and such 15th day is hereafter called " the date of possession ") irrespective of whether the buyer takes actual physical possession or not.

6.3 As after the date of delivery of possession and/or "the date of possession" of the said unit to the buyer , whichever be the earlier the same shall be at the risk and responsibility of the buyer.

6.4 If even after the 15th day of "the date of possession" the buyer fails to make full payment as aforesaid and take the delivery of possession, the builder shall be entitled to terminate this agreement and sell the said unit at the entire risk and cost of the buyer and the buyer shall be liable to pay full costs , charges and expenses that may be incurred by the builder in connection with such sales and interest at the rate of 24% per annum stipulated in clause 4 above , along with liquidated damages 5% and/or 2% as stipulated in clause 5 above.

7. Provided that the entire consideration amounts and deposits etc. due by the buyer to the builder under this agreement are

paid to the builder and the buyer fulfils all its commitments as per the terms and conditions and stipulations contained in this agreement , the buyer shall be entitled to peacefully hold , posses and enjoy the said unit without any interruption by any person or persons lawfully or equitably claiming the trust of the builder.

7.1 After occupation the buyer shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the builder . The buyer shall keep the common area and the compound of the said building and the said complex neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep and store any goods, furniture etc. in common space , entrance stare case etc. nor shall use the same or the said unit for any illegal purpose or in the manner which may cause annoyance to the buyers of the other units in the building or the complex .

7.2 The fittings fixtures and amenities to be made and provided by the builder shall generally confirm to the specifications detailed in schedule -D hereunder or as may be and /or amended by the architects. It is being agreed that after the date of possession and/or the delivery of the possession which ever be earlier , the buyer shall not be entitled to make any claim regarding any item of work, the material used for construction etc, and the builder shall not be liable for any claim what-so-ever for these or for any other such claim or claims.

8. From the date of possession as explained in clause 6.3 above and until transfer to the co-operative Housing society/s or Limited Company/s or Association/s as hereafter stated ,the buyer agrees and undertakes to pay to the builder regularly and punctually whether demanded or not at all times his proportionate share of maintenance charges, municipal rates and taxes, building insurance premium etc. on the basis of the municipal assessment and of all the outgoing calculated either on actual or in case the actual amount is not available on such reasonably estimated amount in respect of the said unit including all rates, taxes, dues, duties, imposition, outgoing, water charges, insurance premium, maintenance,

common lights charges, repairs, salaries of employees/ caretaker (bill collector, chowkidar, lift-man, sweepers, electricians, etc.) and all other expenses of and incidental to the management and maintenance of the said complex as may be determined or fixed by the builder. The buyer agrees and undertakes to pay to the builder the aforesaid proportionate share, as may be determined by the builder, every month regularly and punctually on or before the 7th day of month for which the same are due and payable and shall not with-hold the same for any reason whatsoever.

In default of such payment:-

a. The buyer shall be liable to pay interest at the rate of 24% per annum compounded every month from the date of the default up to the date of payment.

b. The builder in addition to its right to claim and recover interest shall be at liberty to withdraw all utilities and facilities including electricity, water and other amenities to the said unit until such time and buyer makes payment of such proportionate charges together with all outstanding interest.

8.2 Until such time the conveyance of the entire complex is executed as hereinafter stated, the buyer irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time by the builder in the interest of the building and/or the complex and the buyers of other units in the building and/or the said complex.

8.3 The buyer further agrees and undertakes that the buyer shall always be bound to sign all papers and documents and to do all other things as the builder may require from the buyer from time to time to safeguard the interest of the builder and the buyers of the units in the said building and/or the said complex.

8.4 The buyer further covenants and agrees that if the buyer is found to be habitual defaulter in payments of proportionate share in the common expenses detailed in clause above or if the buyer in any way fails to perform and observe any of the stipulations on the buyer's part to be observed and performed, the builder after giving warnings as the builder

may deem fit may enter upon and resume possession of the said unit agreed to be acquired hereunder and every thing whatsoever thereon and this agreement shall automatically cease and stand terminated and deposit money or money already paid by the buyer to the builder shall stand absolutely forfeited to the builder and the buyer hereby further agrees to loss and forfeit all rights, title and interest of possession and enjoyment of the said unit and shall be liable to immediate adjustment as a trespass and the builder shall be entitled to sell off the said unit at the risk and cost of the buyer and after adjusting full costs, charges and expenses in connection with such sale and interest @24% per annum and 10% of the said sale price towards service charges, the balance, if any, shall be paid to the buyer within 120 days of the date of receipt of full payment for the said unit from the purchaser of the said unit.

9.1 The buyer shall before occupation of the said unit maintain with the builder a deposit calculated @Rs.5/- per square feet of the demised area specified in the schedule-c hereunder as security for the due payment of his proportionate share of outgoing .The said deposit shall not carry any interest. The said deposit shall be transferred by the builder only to the co-operative Housing Society/s, Company/s or Association/s that may be formed as hereinafter stated subject however to the deduction by the builder of the amounts due and payable, if any, by the buyer to the builder under the terms and conditions of this agreement.

9.2 In case any security or deposit is demanded by the electricity authorities, Municipal authorities or any other local authority for supply of electricity, water, gas or any other facility or utility or amenity the buyer shall contribute proportionately towards such security or deposit as shall be determined by the builder.

9.3 In case any security or deposit is demanded by the builder for setting up of inter- com or cable T.V. or generator facility or any other facility, utility or amenity the buyer shall contribute proportionately towards such security or deposit as shall be determined by the builder.

10. The buyer shall carry out all internal repairs of his said unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and bye-laws of the municipal corporation, and shall not do or cause to be done anything in or upon the said building or the said complex which may be against the rules and bye-laws of the corporation, or any other local authorities and the buyer shall be responsible to municipal corporation, and/or any other local authorities for any thing done in connection with the said unit and/or the said building and/or the said complex and shall be liable for the consequence thereof. The buyer shall also always keep the builder indemnified from all losses which the builder may have to suffer or have to pay on the buyer's behalf at any time in future.

11. The builder shall have the first charge and lien on the said unit to be acquired by the buyer in respect of any amount liable to be paid by the buyer under the terms and conditions of this agreement. The buyer shall not sublet, transfer, assign, sell or part with possession or in any way dispose off the said unit or his interest therein without prior written consent of the builder.

12. Notwithstanding anything to the contrary elsewhere herein contained the builder may at its option and on receipt of full consideration for all the flats and parking spaces etc. form Co-operative Housing Society/s, Limited Company/s, Association/s of the buyers of all such flats etc.

In such event:-

a. The buyer agrees to become a member of such Co-operative Housing Society/s, Limited Company/s or Association/s.

b. The buyer shall pay for the entrance fees and/or face value of the shares of such Co-operative Housing Society/s or Limited Company/s or Association/s as may be allotted or registered in the name of the buyer. The buyer also agrees to pay proportionate costs, charges and expenses relating to and/or incidental to the formation of such Co-operative Housing Society/s Limited Company/s or Association/s.

c. The buyer shall have no right, title or interest of any nature whatsoever in the common area save for the purpose of ingress and egress, right of easements, common right of use and enjoyment.

d. All amounts paid and/or to be paid herein by the buyer to the builder shall duly be paid and be deemed to be the payment towards the proportionate land value and construction cost of the said complex.

e. The buyer also agrees and undertakes to sign all the necessary documents required for the purpose of formation and/or registration of such Co-operative Housing Society/ or Limited Company or Association/s.

12.1 For the purpose of formation of Co-operative Housing Society/s, Limited Company/s or the Association/s, the buyer do hereby nominates, constitutes and appoints the builder as its true and lawful attorney to do all acts, deeds and things as my be necessary for the same and agrees to grant such other power and/or authorities in favour of the builder as may from time to time be required by the builder.

12.2 The buyer hereby agrees to observe and abide by all rules and regulations which the said Co-operative Housing Society/s, Limited Company/s or Associations may adopt at its inception and from time to time and at all times for protection, maintenance, observing and conforming to the building rules, the municipal bye-laws, and regulations in force and for strict observance of the various stipulations and conditions laid down by the said Society/s or Company/s or Association/s relating to the use and occupation of the said complex.

12.3 In the event of the Co-operative Housing Society/s or Limited Company/s or Association/s being formed and registered before the sale and disposal by the builder of all the units including parking spaces in the said complex, the power and authorities of the said society/s or Limited Company/s or Association/s shall be subject to the overall authority and control of the builder in any of the matters concerning all the buildings in the said complex, the construction and completion thereof and all amenities pertaining to the same and in particular the builder shall

have absolute authority and control as regards the unsold units and the disposal thereof and the buyer whether directly or through the Co-operative Housing Society/s or Limited Company/s or Association/s shall not be entitled to object to the builder exercising such right.

12.4 The buyer hereby further agrees with the builder that all the rights, title and interest of the builder under this agreement shall pass over to the said co-operative housing society/s and/or limited company/s or association/s from the date or dates from which the builder specifically transfers such rights, titles and interests under this agreement. It is specifically understood and agreed that in order to safeguard its interest the builder may at its sole discretion transfer such right ,title and interest in part or parts at different stages and on different dates.

13. The builder covenants with the buyer that the construction of the said building shall be completed by Dec-18 with a grace period of six months provided however that the time for completion shall be deemed to have been extended in the event of non-availability of building materials or delay in receipt of instalments of the consideration amount from the buyers of the other units and/or delay due to any reason beyond the control of the builder and "Force Majeure".

THE SCHEDULE 'A' OF THE APARTMENT:

Description of the land/property situated at near Ranjan path Road, Patna, bearing survey plot no.- 78, 80, 81, khata no. 99, 104, 105 and 107, Tauzi No. 5780 & 5811 At Mauza Jalalpur, Thana No. 22, Thana – Rupaspur, Danapur, within the town and district of Patna within the Jurisdiction of District and sub registrar of Danapur, measuring about 7 Katha approx.(seven katha approx.) more or less, within the limits of Nagar Parisad Danapur Nizamat and the same is bounded as follow :-

North :- Part Plot No-78

South :- Branch Road and Part Plot No 82

East :- Part Plot No-78 & 80

West :- Part Plot No-77

The Schedule B of the Flat hereby vendees:

Flat No. ---- on ---- floor having super built-up area of ------ sq. ft. (---------- square feet) approx along with one parking space on ground floor, named " **SIPAHI BHAGAT GALAXY** " situated at near Ranjan path Road, Patna, bearing survey plot no.- 78, 80, 81, khata no. 99, 104, 105 and 107, Tauzi No. 5780 & 5811 At Mauza Jalalpur, Thana No. 22, Thana – Rupaspur, Danapur, within the town and district of Patna within the Jurisdiction of District and sub registrar of Danapur, measuring about 7 Katha approx.(seven katha approx.) more or less, within the limits of Nagar Parisad Danapur Nizamat and the same is bounded as follow :

North : - ----------

South : - ----------

East : - ----------

West :-. ----------

PART: I OF THE SCHEDULE "C" ABOVE REFERRED TO:

Total consideration for transfer of the said flat shall be of **Rs.----------/- (Rs. ----------)** only of the super built up area of the said unit measuring about ---------- sq.ft. approx. Which shall be the aggregate of the following:-

a. Carpet area comprised within the said unit.

b. Area of the walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from the other unit or units on the same floor in which case _____50_____ percent of such common wall shall be taken into account.

c. Proportionate share in the common space in the said building like stair case on the floors, electrical common motor room, common toilets common passage/passages on each floor and lobby on the ground floor, etc. as well as staff room water pump room, water tower/s, transformers and electrical substation room etc. Outside the said building.

PART: II OF THE SCHEDULE 'C' ABOVE REFERRED TO PRICE VARIATION ADJUSTMENTS:

The price as stated in part I above is based on cost of steel, cement and other materials and labour cost as on the date of agreement and the same is deemed in the case of materials element to be released to whole sale price index for all commodities and in case of labour element on the basis of daily labour, wages of unskilled workers as relevant according to the Minimum Wages Act for industrial workers as specified blow. In case of any variation in prices of (i) cement (ii) Steel (iii) Minimum wages Act (iv) index nos. the price shall be subject to adjustments up or down in accordance with the following formula:

1.Variation due to steel.: VS= 0.88 P X 11/100 X (Sl-90)/90

2.Variation due to cement: (VC+0.88)X 2/100 X(Cl-CO)/CO

3. Variation due to labour: VL= 0.88P X K3/100 X (L1-L1)/LO

4.Variation due to other materials:VH= 0.88PXK4/100X(II- IO) /IO V= VS + VC + VL + VM

Where:

V = Total variation of cost payable in Rupees.

VS= Amount of price variation adjustment due to steel price in Rupees.

VC = Amount of price variation adjustment due to cement price in Rupees.

VL = Amount of price variation adjustment due to labour price in Rupees.

VM= Amount of price variation due to materials component in Rupees.

P= Pro-rata cost of work during the quarter under consideration i.e., cost of consideration divided by seven.

Kl = Percentage of steel component which is considered as 20.

K2= Cement component which is considered as 20.

K3=Percentage of labour component which is considered as 25.

K4 =Percentage of the material component which is

considered as 35.

S l = The average price of steel prevailing in the relevant quarter per M.T.

SO = The average basic price of steel considered as per M.T.

C l= The average price of cement prevailing in the relevant quarter per bag.

CO= The basic price of cement considered as per bag.

L1= Average daily minimum wages for unskilled workers prevailing in the relevant quarter in rupees/day.

LO= Basic daily minimum wages for unskilled workers as on date of agreement in Rupees/day.

I1= The average index No. of all India wholesale price in case of all commodities prevailing during the relevant quarter.

IO = The all India wholesale price index for all commodities prevailing on the date of agreement.

N.B: It has been assumed that the total work will be completed in 8 (eight) quarters and a further 6 months for unforeseen contingencies and circumstances.

PART: III OF THE SCHEDULE 'C' ABOVE REFERRED TO:

Cost on account of flat no. ----- on ----- floor measuring ------- sft.approx Total cost of the flat Rs of **Rs.----------/- (Rs. ----------)** only. That the aforesaid consideration shall be payable by buyer to the builder as under:

1.Rs. **...../-** at the time of signing of this agreement.

2. Rs._____ before _____

3. Rs._____ before _____

4. Rs._____ before _____

5. Rs._____ before _____

6. Rs._____ before _____

7. Rs._____ before _____

The schedule "D" above referred as the specification provided in the Flat

1. FOUNDATION : AS PER THE DESIGNOF STRUCURAL CONSULTANTS.
2. PLINTH : BRICK WORK OVER R.C.C.
3. SUPER STRUCTURE: FRAMED R.C.C. STRUCTURE.
4. ROOF SLAB: REINFORCED CEMENT CONCRETE (R.C.C.)

B. SPECIAL FEATURES :

1. SUITABLE GROUND FLOOR PARKING FACILITIES.
2. INTERCOM SYSTEM TO ALL THE FLATS.
3. RELIABLE WATER SUPPLY.
4. WELL LAID DRAINAGE SYSTEM.
5. GENERATOR FOR ENSURING CONSTINUOUS ELECTRIC SUPPLY.
6. ATTRACTIVE PRMANENT EXTERIOR FINISH LOOK OF THE BUILDING.
7. ALL INTERNAL WALLS & CEILING CEMENT PLASTERED, COATED WITH PLASTER OF PARIS.
8. MARBLE / VITRIFIED TILES FLOORING IN ALL COVERED AREAS.
9. CONCELED PVC CONDUIT ELECTRIC WIRING USING COPPER CONDUCTORS.WITH STANDARD QUALITY ELECTRICALACCESSARIES. FANS AND FIXTURES NOT INCLUDED.
10. ALL C.P. FITTINGS IN BATHROOMS OF STANDARD MAKE WITH CROMIUM PLAC ING. WHITE GLAZED VETRIOUS CHINA. SANITARY WARE OF STANDARD MAKE CISTERN OF FIBRE GLASS/ACRYLIC MATERIAL.
11. ALL DOORS OF QUALITY WOODEN FRAMES & WINDOWS ALMUNIUM SECTION FITED WITH GLASS. EXCEPT BATH ROOMS AND KITECHAN.
12. DOORS OF FACTORY MADE FLUSH DOORS ONLY FRONT PANNEL OF WOODEN OR TECK PLY LEMINATED FLUSH DOOR.
13. TILES IN BATHROOMS UPTO 7', KITCHEN PLATFORM OF GRANITE WITH TILES UPTO 2' HEIGHT ABOVE THE PLATFORM

The Schedule E above referred to as Common Expenses

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

2. The salaries and other expenses for all persons employed for common purposes.

3. The Insurance Premium for insuring the project building against earthquake, fire, lightening, mob-violence, civil commotion etc., if insured.

4. Expenses for supplies of common utilities and payments of all charges and/or deposits for providing the H. T. Line and/or on any where account to P. E. S. U. and other authorities and/or organization.

5. Municipal and other rates and taxes and levies and all other outgoing save those which can not be separately assessed or incurred in respect of any unit.

6. Costs of establishment and operations of the Builder/Association/Co-operative Society Private Limited, Company relating to common purposes.

7. All other expenses and outgoings as are deemed by the builder/Association/Co-operative Society/ Private Limited Company to be necessary or incidental for replacement, renovation, painting and/or periodic repainting or repairing of the common parts.

The Schedule F above referred to as Common Area

1. All drive ways and parking areas on the said premises, except allotted/non-allotted reserved parking space (R.P.S.).

2. All exterior conduits utility lines underground and overhead water storage tanks including roof of the Apartment.

3. Exterior lighting and other facilities necessary to the upkeep and safety of the said project.

4. All including shafts/shaft walls, machine rooms.

5. Care-taker's rooms if available, lobbies hall ways and stair cases and within the said project which are not part of the said unit.

6. That owners of flat etc. will have undivided proportionate share over land of project **"SIPAHI BHAGAT GALAXY"**if the building becomes inhabitable and subsequently demolished.

IN WITNESSES WHEREOF THE VENDOR above named have executed this Agreement of Absolute Sale on the date, month and year abovementioned after going through the document and after fully understanding the implications of the transactions in presence of witnesses who have also signed hereunder.

Witnesses : -

(i)

Signature of the Vendor

Pan No.

(ii) 1. Signature of the Vendee

Pan No.

Printed By : -

Drafted By :-