AGREEMENT FOR SALE

This **Agreement for Sale** executed on this **…….st Day**

Of **(Two Thousand and Seventeen).**

BY AND BETWEEN

ASHWANI ENTERPRISES PVT. LTD. (ISO 9001:2008 Certified Company), Vide its CIN - U00285BR1992PTC004990, a Company Incorporated under the provisions of the Co`mpanies Act, 1956, having its registered office at Ashwani Residancy, NH-98, Bagha Tola, Yakubpur Nagwan, Janipur, Phulwarisharif, Patna in the state of Bihar PIN -801505 **(PAN – AABCA9481B)** represented by its Authorized Signatory / Managing Director / Director Namely **Mr. ……..,** Son of……. (Aadhar No. ……..), authorized vide board resolution Dated - ….-….-201…., hereinafter referred to as the **"PROMOTER"** (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns)**.**

This deed is being executed by Managing Director **Mr. ASHWANI KUMAR SINGH Son of Late Hari Dayal Singh** resident of R/254 Lohia Nagar, Kankarbagh, Patna in the State of Bihar, for presentation and admission of execution before registrar as authorized.

AND

MR. ……, Son of ……..……...,

Aged about ……. Years, residing at ……..……..……, ……...……..., P.O. - ….... P.S. - ….... District - ……. in the State of ….... **(PAN – ……)**, hereinafter referred to as **"ALLOTTEE"** (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns)**.**

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.

WHEREAS:

A. Mr. Harihar Prasad & Mr. Sadhu Saran Ray, S/o-Mr. Ramprit Ray, Mr. Uday Kumar & Mr. Sonu Kumar, S/o-Mr. Harihar Prasad, Mr. Surendra Kumar & Mr. Dinanath Prasad, S/o-Late Vishwanath Ray, Mr. Jitendra Kumar, S/o-Late Binod Ray, Mr. Parmeshwar Dayal & Mr. Upendra Kumar, S/o-Mr. Sadhu Saran Ray, Mrs. Lilavati Devi, w/o-Late Vishwanath Ray Village-Changar, Post-Kumhrar, P.S.-Phulwarisharif, District-Patna in the state of Bihar and Mrs. Raj Kumari Devi, W/o-Mr. Ganesh Prasad, Muhalla-Nawabganj, P.S.-Rani Talab Kanpa, District-Patna in the state of Bihar are the absolute and lawful owner of land measuring 874.57 Sq. MTR (Approx), Situated at Ashwani Enclave II (Beside AIIMS) Bhusaula Danapur, Phulwarisharif, Patna in the State of Bihar land bearing **Mauza –**

Bhusaula Danapur, Thana No. – 40 (forty), Part of Cadastral Survey Plot No. – 1763 (One Thousand Sixty Three), Khata No. – 300 (Three Hundred), Tauzi No. – 5164 (Five Thousand One Sixty Four), within the limit of Patna Regional

Development Authority (Now Dissolved) / Patna Municipal Corporation and within the jurisdiction of Sub and District Registry Office – Patna in the state of Bihar. The Owners and the Promoter have entered into a Registered Development Agreement Dated 29-05-2013 registered as Document No. 18057, Book No. 1, Volume No. 394, Page No. 352 to 367, C.D. No. 61 / Year 2013, Token No. 19183/2013 and Serial No. 18687 at the office of the District Sub-Registrar, Patna in the State of Bihar.

B. The Said Land is earmarked for the purpose of building a residential purpose project, comprising **1** multistoried apartment buildings and **24** Car Parking Spaces and the said project shall be known as **"ASHWANI ENCLAVE 'A' II''**:

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

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been Completed.

D. The Patna Municipal Corporation/Competent authority has granted the Commencement Certificate to develop the Project vide approval dated .....
Bearing Registration No. .....;

E. The Promoter has obtained the final layout plan / sanctioned plan and approvals for the Project and also for the apartment / building from Patna Municipal Corporation Vide its Plan Case No. 20/2016-2017. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at ……. On …… on under Registration No. ……..**G.** The Allottee had applied for an apartment in the Project vide application no.…… Dated .....-…..201… and has been allotted Apartment No..…….. having carpet area of ……. Square Feet, type ……. BHK, on___ Floor in the Building Known as **"ASHWANI ENCLAVE 'A' II** along with garage/covered Parking No. …….. 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**).

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

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

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

K. 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 said Apartment and the garage/covered parking as specified in para G.

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allot tee and the Allot tee hereby agrees to purchase, the Apartment as specified in para G.

1.2 The Total Price for the Apartment based on the carpet area is ₹ ……/- (Rupees _____) only **("Total Price")**:

Total Cost Break-up for Apartment no. ____ Type_____, ____ BHK on __th floor:

S.L no.	Inclusions	Rate per square feet (Carpet Area)	Area	Price
1	Apartment Carpet Area	Rs. Xxxxx	Xxx Sq. FT.	Rs. Xxxxx
2	Apartment Exclusive Balcony / Varandah	Rs. Xxxxx	Xxx Sq. FT.	Rs. Xxxxx
3	Garage/Covered Parking no…….	NIL	NIL.	NIL
4	Maintenance Charge	@ Rs.3/- for 6 month from the date of completion certificate.		
		Total Cost Without Taxes		**Rs. Xxxxx**
Tax- GST @12% of Cost				**Rs. Xxxxx**
Total cost with Taxes (in rupees)				**Rs. Xxxxx**

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

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

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 dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment 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 excluding the security deposit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas not applicable in this project, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment 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 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 early payments of installments payable by the Allottee by discounting such early payments @

NIL% per annum for the period by which the respective installment has been 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 be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, 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 areas. 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 Schedule C. All these monetary adjustments 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 Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment;

(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 allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment 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 Apartment 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.

It is made clear by the Promoter and the Allottee agrees that the Apartment 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 Allottee of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, 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 Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of ₹……../- (Rupees …… Only) as booking amount being part payment towards the total price of the Apartment 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 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 is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan **[Schedule C]** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **ASHWANI ENTERPISES PVT. LTD.** 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 India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties 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 amended 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 and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor

plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed 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:

7.1 Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place in……working days from the date of commencement certificate, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. 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.

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, 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 allottee, as the case may be after the issuance of the completion certificate for the project. The Promoter shall and over the occupancy certificate of the apartment, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession with the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee 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 allottee or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

Provided that where the allottee proposes to cancel/withdraw 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 Apartment (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 allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, 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 Apartment, 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:

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

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

8.3 There are no encumbrances upon the said Land or the Project.

8.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.

8.6 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 Allotee created herein, may prejudicially be affected.

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

8.8 The Promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

8.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottee or the competent authority, as the case may be.

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

8.11 The Promoter has duly paid and shall continue to pay and discharge all government 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 specification, amenities and facilities) has been handed over to the allottee and the association of allottee or the competent authority, as the case may be.

8.12 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 or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9. 1 Subject to the Force Majeure clause, the promoter shall be considered under a condition of Default, in the following events.

(i) Promoter fails to provide ready to move in possession of the Apartment 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 agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

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

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

(i) Stop making further payments to Promoter as demanded by the promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the 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 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 day 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 Apartment, 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 **1** 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 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment 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 THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee, [Provided that in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of 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 allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

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 of Promoter's failure to rectify such defects within such time, aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottee 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 allottee and/or maintenance agency to enter into the Apartment 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 **"ASHWANI ENCLAVE 'A' II"**, 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 allottee formed by the Allottee for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment'and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Apartment 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 SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. BIHAR APARTMENT OWNERSHIP ACT :

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

20. BINDINGEFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23.PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE:

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its 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.

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

25. SEVERABILITY:

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE 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 in Project the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

27. FURTHER ASSURANCES:

Both Parties 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.

28. PLACE OF EXECUTION:

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

29.NOTICES:

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

ALLOTEE NAME AND ADDRESS:-

……

……

……

e-mail - ……

PROMOTER NAME AND ADDRESS:-

ASHWANI ENTERPRISES PVT. LTD. (ISO 9001:2008 Certified Company), at Ashwani Residancy, NH-98, Bagha Tola, Yakubpur Nagwan, Janipur ,Phulwarisharif, Patna in the State of Bihar, PIN – 801505.

e-mail – enterprises_ashwani@yahoo.com

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

30. JOINT ALLOTTEE:

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 Allottee.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

SCHEDULE - A

(Description of the Land Which Developer Will Construct Multi-Storey Building).

All that piece and parcel of land measuring **7.06488 Kathas equivalent to 22.07775 Decimals equivalent to 874.57 Square Meters (Approx),** Situated at **Bhusaula Danapur, (Beside AIIMS), P.S. – Phulwarisharif, Town and District – Patna in the State of Bihar,** land bearing **Mauza – Bhusaula Danapur, Thana No. – 40 (Forty), Part of Cadastral Survey Plot No. – 1763 (One Thousand Seven Hundred Sixty Three), Khata No. – 300 (Three Hundred), Tauzi No. – 5164 (Five Thousand One Hundred Sixty Four),** within the limit of Patna Regional Development Authority (Now Dissolved) / Patna Municipal Corporation and within the jurisdiction of Sub and District Registry Office – Patna in the State of Bihar and which is bounded as follows ***:-***

- : BOUNDARY OF THE ENTIRE LAND : -

NORTH : - Open Space.
SOUTH : - Chart of Pond plot No. 1775.
EAST : - C.S. Plot No. 1762
WEST : - Laxmi Roy.

(Description of the Property Under this Agreement For Sale)

All that **APARTMENT NO. …… (…….. BHK)** (……. Corner) on the **FOURTH FLOOR** having a Carpet Area of **……. (……..) Square Feet** (Approximate) with **One Reserved Car Parking Space No. …….. for Apartment No. ……..** in the building known as **"ASHWANI ENCLAVE 'A' II" along with undivided proportionate share in the land,** common assets and common area including all amenities, fittings and fixtures, Situated at **Bhusaula Danapur, (Beside AIIMS), P.S. – Phulwarisharif, Town and District – Patna in the State of Bihar,** land bearing **Mauza – Bhusaula Danapur, Thana No. – 40 (Forty), Part of Cadastral Survey Plot No. – 1763 (One Thousand Seven Hundred Sixty Three), Khata No. – 300 (Three Hundred), Tauzi No. – 5164 (Five Thousand One Hundred Sixty Four),** within the limit of Patna Regional Development Authority (Now Dissolved) / Patna Municipal Corporation and within the jurisdiction of Sub and District Registry Office – Patna in the State of Bihar and which is bounded as follows ***:-***

- : BOUNDARY OF THE FLAT : -

NORTH : - ……..
SOUTH : - ……...
EAST : - ……...
WEST : - ……...

- : BOUNDARY OF THE CAR PARKING SPACE : -

NORTH : - ……..
SOUTH : - ……...
EAST : - ……...
WEST : - ……...

NOTE – GOVERNMENT VALUATION IS MENTIONED AT M.V.R. CODE – 067.

SCHEDULE – B
(FLOOR PLAN OF THE APARTMENT)

*** Plan will be enclosed at the time of Agreement.**

SCHEDULE – C (PAYMENT PLAN)

Payment Schedule (Construction linked Plan)

S. No.	STAGE	% of total Amount
1	On Booking	10%
2	On Start of Foundation	15%
3	On Start of Ground Floor Roof	10 %
4	On Start of 1st Floor Roof	15 %
5	On Start of 2rd Floor Roof	10 %
6	On Start of 3rd Floor Roof	15 %
7	On Start of Brick Work of Respective Flat	10 %
8	On Start of Flooring of Respective Flat	10 %
9	On Possession	5 %

Advance to be made before the start of activity/ milestone. You will be intimated for payment 30 days before the start of activity. You have to pay more than 70% as advance within 20 days of intimation of future start of activity/ milestone. If you do not pay the advance amount before the start of activity, that particular activity of your particular portion will not be taken up, unless you pay the advance amount and subsequently, the project may get delayed due to your non-payment of advance amount.

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

Project : Ashwani Enclave 'A' II, Bhusala Danapur (Beside AIIMS)		
Sl. No.	Descriptions	Specifications
1	Drawing Room	Floor : Vitrified Tile 800X1500 Fixtures and Fittings : Modular switches/sockets and points for light/fan, Telephone/TV. Wall : POP Putty/Lime Putty
2	Dining Hall	Dining Room: Floor : Vitrified Tile 800X1500 Fixtures and Fittings : Modular switches/sockets and points for light/fan. Wall : POP Putty/Lime Putty
3	Master Bed room	Floor : Vitrified Tile 800X800 Fixtures and Fittings : Modular switches/sockets and points for light/fan, Telephone, TV., Window AC. Wall : POP Putty/Lime Putty
4	Bed room	Floor : Vitrified Tile 800X800 Fixtures and Fittings : Modular switches/sockets and points for light/fan. Wall : POP Putty/Lime Putty
5	Master bath	Floor : Edge cut Tiles 12"X12" Fixtures and Fittings : White sanitary ware, Wall hung commode and basin, PVC cistern and CP fittings from Essco, hot and cold connection in bath. Wall : 12"X24" edge cut wall tiles of 6' height.
6	Bath	Floor : Edge cut Tiles 12"X12" Fixtures and Fittings : White sanitary ware, Indian Pan and basin, PVC cistern and CP fittings from Essco, hot and cold connection in bath. Wall : 12"X24" edge cut wall tiles of 6' height.
7	Kitchen	Floor : Vitrified Tile 600X600 Fixtures and Fittings : Granite counter, 18"X24"X8" Stainless Steel Sink. Wall : Tiles above counter of 2' height.
8	Balconies	Floor : Vitrified Tile 600X600 Fixtures and Fittings : SS handrail over Brickwork. Wall : Exterior acrylic emulsion paint.
9	Lobby/Corridor	Floor : Vitrified Tile / Kota / Marble Flooring / Crazy Mosaic Flooring. Fixtures and Fittings : SS handrail over MS railing in main staircase and all MS railing in fire staircase. Wall : Distemper.
10	Doors and Windows	All Doors – Decorative both side Laminated / door skin paste flush door and hard wood/Steel door frames. Aluminum / Wooden sliding / Open able glazed Windows (without grill).
11	Power Back-up	Silent generator with provision for power back up for common areas and essential services. 600W connection to each flat for light and fan loads.
12	Structure	Earthquake resistance RCC framed structure with 5" thick infill brick panels
13	External Facade	Texture/Exterior quality paint, as per architect

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

Project : Ashwani Enclave 'A' II, Bhusala Danapur (Beside AIIMS)	
Sl. No.	**Amenities**
1	Six passenger lift
2	2-tier security with EPBAX and CCTV
3	24X water supply with tube well
4	100% power back-up for each flat
5	600 watt power back-up for each flat
6	Security room
7	Decorative reception lobby
8	Parking for each flat

IN WITNESS WIIEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Patna in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

Signature ……..

Name - ……...……..

Son of ……...……

Address ……

…….....

……..

Please affix photograph and sign across the photograph

SIGNED AND DELTVERED BY THE WITHIN NAMED:

Promoter:

Signature ……

Name - ……...……

Son of ……...…….

Address ……..

…….....

……..

……

Please affix photograph and sign across the photograph

At Patna on …… in presence of:

WITNESSES:

1. Signature ……..

Name - ……..……...……..…..

Son of …….…...……..

Address ……..….

…….....

……..

……..……

2. Signature ……...

Name - ……..……...……..…..

Son of …….…...……..

Address …….

…….....

……..

……..……..….