AGREEMENT FOR SALE

This agreement for sale is executed on this day of----------of the Christian Era(Two Thousand and Eighteen of Christian Era)

BETWEEN

ROOFTECH DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act.2013 and rule 8 of the companies (incorporation) Rules 2014,vide Regd.no-U45400BR2015PTC025282/2015 and having its Corporate & Administrative office at FLAT NO-: 401,K.D. VIHAR APARTMENT, Near Reliance Trends, East Boring Canal Road, Patna

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Pin no-800013 through its Authorizes Signatory and Director sri Shakir Ajaz, S/o Late Haroon Rashid Ajaz resident of Eagle Apartment, Flat No-:4E1, mainpura, rajapur Pool Patna-800001,herein called "The Developer/Vendor" and which lies in his share thus the vendor has got absolute right and title to transfer the property fully described in Schedule-II below property, which term or expression unless it be repugnant to the context/subject or meaning thereof shall mean and include their executors, administrators, successors legal heirs and assigns, of the FIRST PART.

AND

---**, Patna, Pin------, Bihar,** Indian Citizens, hereinafter called the Vendee/Purchasesrs, which term or expression unless it be repugnant to the Context/ Subject or the meaning thereto shall mean and include his/her/their heirs,administrators, executors, legal heirs and assigns, of the **SECOND PART**.

RECITAL

Whereas, land owners namely (i) Sri Mohammad Janesaar, S/o Mohammad Jasimuddin, resident of Isopur pathantoli,post and P.S-Phulwari Sharif, Distt-Patna, executed development agreement vide deed no-8837 on dated 27/09/2016 and (ii) Sri Mohammad Khursheed Alam, S/o- Abdul Hakim, resident of Village Janipur, Post and P.S-Phulwari Sharif, Distt Patna, executed Development Agreement vide deed no-11039 on dated 20-10-2016 with the developer (**ROOFTECH DEVELOPERS PRIVATE LIMITED**) for the said land fully described in Schedule-1 to construct a Multistoried Building upon it known as **'Rooftech Royal Garden Phase-1 at Janipur Near AIIMS PATNA'**,

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WHEREAS, **ROOFTECH DEVELOPERS PRIVATE LIMITED** is under development agreement for develop a land fully described in Schedule-1 to construct a Multistoried Building upon it known as '**Rooftech Royal Garden Phase-1.**
In favour of Rooftech Developers Pvt. Ltd. through his Director namely Mr. Shakir Ajaz on 60% Share and 40% share to land lord of according to conversion ratio. All these land lords offered their land for the construction of the multistoried Building known as 'Rooftech Royal Garden phase-1' main phase, fully described in Schedule-1 and who's map has been sanctioned by panchayat mukhia along with registered architect of patna nagar nigam **vide plan case no. No-107/Resi/G+7/pat on dated 01/11/2016**

AND

WHEREAS, the ROOFTECH DEVELOPERS PVT.LTD, being desired to raise it above on the said piece of land for the development and construction of a Multistoried building/Complex and built up flats and also spaces on the basement for parking cars etc. as consideration for the value of share in the said land to be given by the land owners to the Developer/ Vendor.
Building is going to be constructed over the land and accordingly share of the land owner and Developers has already been distributed . hence as per rule U/S 5 and others of The Bihar Apartment Ownership Act-2006, Land Owner and Builder are entitled to sale their respective shares absolutely, so the above named Vendor has full right to transfer the flat etc. by way of absolute sale to different purchaser on ownership basis.
Whereas the property and the common facilities of the Apartment and undivided interest are not encumbered in any manner whatsoever on the date of execution of the deed.
And whereas in pursuant to the said Development Agreement and in execution of the terms and conditions contained therein, the developer/ Vendor got a construction plan of the proposed multi storied

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building complex namely **'Rooftech Royal Garden phase-1'**

And Whereas in assertion of his right in the land and building namely **'Rooftech Royal Garden'**the Vendor/ Developer entered into a negotiation with the Vendee of the Second part and agreed to sale to the Vendee All that **Flat No-----on 1st Floor on Block- 'A'** in the said building Complex mentioned in details in Second Schedule hereunder and hereafter referred to as the 'Said Unit' at and for an aggregate consideration of **Rs.----------/-(Rs. ----------)** which include GST tax of Rs.---------/- he approached to the vendor and thus the negotiation for the sale has been finalized amongst themselves in respect of the said Flat as fully described in Third Schedule below hereunder this deed of the said Building complex including the proportionate share in the land as fully described in First Schedule below hereunder this Agreement For Sale ,out of that the Vendee has already paid an advance money of **Rs.----------(In words)**which include GST of rs ----------/- the Developer/ vendor, vide cash and cheque, details thereof ,mentioned in the Third Schedule below.

And Whereas entire amount of consideration has been agreed between the parties to be paid in accordance with the mode of payment vide DD,Transfer and cheque mentioned in the Third Schedule below.

And Whereas the purchaser has requested the vendor to grant and execute the conveyance of the said unit.

NOW THIS INDENTURE WITNESSETH AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS-:

1. The Developer/Vendor shall construct and complete a Reseidendial cum commercial complex known as Rooftech Royal Garden phase-1 over the said land in terms of the scheme framed by the developer/ vendor described in the fourth schedule.

2. The Buyer/ vendee has agreed to acquire from the Developer/ Vendor the said flat described in the Second Schedule written hereunder for a total consideration **Rs.---------(Rs. In words)**which include service tax of Rs--------/- in the mode and manner as

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prescribed in the third schedule hereunder written and the Developer/Vendor has agreed to convey the same in favour of the buyer/Vendee at the said consideration.

3. That the total consideration has been calculated on the basis of super built up area as detailed in the Second Schedule. In case of any difference is found in the area at the time of taking final measurement after completion of the building, the difference in the consideration amount shall be adjusted accordingly. The certificate of the Architect in this regard shall be final on both the Buyer/Vendee and the Developer/Vendor.

4.The Buyer/Vendee shall make full and final payment of all the account under this agreement whether demanded or not by the Developer Vendor as per Third Schedule.

5. If the Buyer/ Vendee fails to clear all the dues along with interest @ 9% per annum within 60 days from the date of the said amount becoming due as above, the Developers/vendor shall be entitled to cancel the allotment of the said flat and allot the said flat to any other person and Developer/vendor shall refund the paid amount to the buyer/ vendee(Which has been paid by the Buyer/ vendee to the developer/vendor)after 90days from the date of cancellation after deducting 10% cancellation charge and GST tax on the said consideration amount which is mentioned in the Third Schedule.

6. As soon as the said flat agreed to acquired by the Buyer/ vendee is completed by the Developer/vendor or by his authorized representative, the developer/vendor shall notify to the Buyer/vendee about its completion and within 15 days of the notice given to the Buyer/vendee shall take possession of the said flat after full and final payment or by depositing all amount becoming due by the Buyer/'vendee under this agreement.

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If the Developer/Builder shall not hand over the possession of the unit within stipulated period and Buyer/Vendee wanted to get his/her money back then Developer/builder shall return the payments made by the Buyer/vendee along with simple interest to the Buyer/Vendee or if the buyer/vendee wanted to get the scheduled flat, the developer/vendor shall pay simple interest on the total payments made to the Developer/vendor over the delayed period to the Buyer/vendee.

7. The said total consideration shall be paid by the Buyer/vendee to the Developer/vendor or its authorized representative in the manner set out in the Third Schedule hereunder written .It is also agreed that all such payments shall always be made by crossed A/c payee cheques or pay orders or demand draft drawn on any bank of Patna in favour of the Developer/Vendor.

8. Provided further, if the entire consideration amount is paid by the Buyer/Vendee to the Developers/vendor and the Buyer/Vendee observes all the terms and conditions and stipulation contained herein to be performed, the Buyer/vendee shall be entitled to be peacefully hold ,possess, sell and enjoy the said flat without any interruption after getting the flat registered in his/her name .

9. After occupation, the Buyer/ Vendee shall not use the said flat for any purpose other than residential for which the said flat is being acquired by him/her except with prior written permission from the developer/vendor. The Buyer/vendee shall keep the common area and the compound of the said building and the said complex neat and clean in proper condition and shall neither occupy ,interfere, hinder or keep or store any goods, furniture's etc in the common area and the compound of the said building nor shall use the same for any illegal purpose or in the manner which may invite any objection of the Buyer/vendees of other flats in the said building or the said complex.

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10. From the date of possession, the buyer/vendee agrees and undertakes to pay regularly and punctually the proportionate share of municipal rents and taxes on the basis of Municipal Assessment and of all the outgoings calculated either on actual amount in respect of the said flat including all rates ,dues ,duties, common utilities, maintenance charges including running charges, repairs, salaries of the employees (bill collector, guard, liftman, sweeper ,electrician, plumber etc.) and all other expenses incidental to the maintenance of the said complex as may be determined or fixed by the Developer/vendor or societies as service charges, on or before the 7th day of every month.

11. The Buyer/vendee irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Developer/Vendor or society, may call upon the Buyer/ Vendee to do in the best interest of the building and/ or complex and the Buyer/vendee of the other flats in the said complex.

12. The Buyer/ Vendee shall carry out all internal repairs of the said flat agreed to be acquired by him at his own cost and maintain the same in good condition.

13. The Developer/vendor covenants with the Buyer/vendee that the construction of the said building shall be completed up to **December 2020,provided with a relaxations period of six months ,**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 installments of the consideration amount from the Buyer/Vendee of other flats and /or delay due to Vis major means ('superior force' force of people or nature which cannot be stopped) clause, as provided herein. If the Developer/ vendor is not able to give possession of the said flat to the Buyer/Vendee on the above account or on any reasonable cause, the Buyer/vendee may not be entitled to any damage, whatsoever, but shall be entitled to receive back the entire money paid by him to the Developer/Vendor.

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14. The buyer/vendee covenants with the Developer/ vendor and through him with the Buyer/ vendee of the other flats that he shall not ever demolish or caused to be demolished any part of the said flat or any part and portion of the said building complex nor shall he at any time make or cause to made any new construction disturbing the basic structure, of whatsoever nature, in the said building or the said complex or any part thereof.

15. The Buyer/Vendee further covenants that he shall not make additions or alterations to the said flat without the previous consent in writing from the society framed by the Developer/vendor for the maintenance and upkeep of the said complex.

16. The Developer/ Vendor shall have the right to construct or to put any additional structure on the roof of the said complex and such construction shall be the sole and exclusive property of the Developer/Vendor who shall be entitled to deal with or dispose of the same in such manner as Developer/Vendor may deem expedient provided the same is passed by Concerned authority nagar panchayt/nagar parishad/or patna nagar nigam. The Buyer/vendee shall not be entitled to raise nor shall raise or create any obstruction or hindrance of any nature whatsoever on such right of the Developer/Vendor nor the Buyer/Vendee shall claim any right, title and interest in such additional structures raised on the roof.

17. That the Developer/vendor shall also be entitled to make such changes, additions and/or alteration in the said plans as approved by nagar panchayt/nagar nigam or PMC, as the exigency of the situation or circumstances shall warrant or require .Provisions shall be given as per brochure provided at the time of booking. All the building plans, layouts, specifications, colour schemes etc are tentative and subject to variation and modifications as may be decided by the architect/company. Accessories shown in the brochure's layout plans of the flats such as photo, picture, scene, furniture, cabinets, electric appliances

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etc. are purely indicative and are not a part of sale offerings. Specification shall be provided as per the details laid down in this agreement mentioned in Schedule-4.

18. The fitting, fixtures and amenities to be made and provided by the Developer/ Vendor shall generally confirm to the specifications detailed in Schedule four hereunder or as may be altered and/or amended by the Architect. It's being agreed that after the date of possession and/or delivery of possession, whichever be earlier , the Buyer shall not be entitled to make any claim, whatsoever for these things or for any other such claim or claims.

19. All costs, charges and expenses in connection with the formation of the said co-operative/society as well as the cost of preparing executing and registering of the Agreement, Deeds of conveyance or conveyances/transfer deeds and any other documents and also the stamp duty as well as the registration charges as applicable at the time of conveyance of deed, shall be borne and paid by the Buyer/Vendee and the Developer/vendor shall not contribute anything towards such expenses.

20. All letters , receipts and /or notices issued by the Developer/vendor and dispatched under registered post to the above address or such other address as may be intimated by the Buyer/Vendee, shall be constructed as a proper service to the Buyer/vendee and shall be sufficient proof of receipt of the same by the Buyer/vendee after the 7th day from the date of proper service upon the Buyer/Vendee.

21. The Buyer/Vendee hereby agrees that the Developer/vendor shall be entitled to create equitable or any legal mortgage of the land and building in the said complex either in full or in part for obtaining loan from any bank or institution or from any third party for the purpose arranging loan for the Buyers/Vendees of the other flats in the said complex. No loan has been taken on the said flat by the Developer/Vendor.

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22. The Developer/vendor hereby agrees to liquidate all loans with interest thereon if obtained by the Developer/Vendor for the purpose of financing the constructions, before the final conveyance. It is however, agreed by and between the Buyeer/Vendee and the Developer/Vendor that neither Developer/Vendor nor society shall be responsible in any manner, whatsoever, in respect to the loan or loans arranged for the Buyer/Vendee and the Buyer/Vendee alone shall be responsible in any manner, whatsoever, in respect to the loan or loans arranged for the Buyer/Vendee and the Buyer/Vendee alone shall be responsible for the timely repayment of the same.

23. The Buyer/Vendee hereby agrees and undertakes to furnish, sign and verify all papers and when required by the Developer/Vendor or its authorized representatives for assisting the Buyer/Vendee in obtaining loans from banks and financial institutions.

24. The Buyer/Vendee further agrees and hereby irrevocably authorize the Developer/Vendor to appropriate all loan amounts as and when received towards existing and/or further installments payable by the Buyer/vendee as detailed and set out in the Third Schedule hereunder written.

25. The stamp duty, registration charges and other charges, if any applicable at the time of registry, in respect of the said unit shall be borne and paid by the buyer and that the Builder shall not be liable to contribute anything towards such expenses.

26. The buyer agrees to acquire from the Builder the Said Flats hereinafter referred to as the said unit or more fully described in the Schedule-11 hereunder at or for a total consideration as mentioned in Schedule-III hereunder written and the builder has agreed to sell the same in favor of the buyer at the said consideration.

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a) The said total consideration has been calculated on the basis of super built up area.

b) The said total consideration shall be subject to escalation if there is any financial emergency in the country, so as to meet the increase in costs of materials and labour during the period of construction and shall be subject matter to be paid by the Buyer before taking the possession of the unit .However escalation shall be subject to the proportionate increase in the material cost, labour cost and others of the basic cost of the said unit.

c) The said total consideration shall be paid by the buyer to the builder as and in the manner set out in Part Schedule-3.

27. In case any dispute of difference arises then all the Matters would be subject to Patna Jurisdiction only.

28. All other agreement and/or arrangements or letters; assurances written, oral or implied hereto before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.

29. That in case of any gst, sales tax, purchase tax,service tax or any other Govt.duty/Tax (Except income tax), as prevailing, if payable, after purchase of the aforesaid flat in relation to the said flat or the said building or the said complex, the same shall be on the account of Buyer/vendee.

Rights Of the Buyer/Vendee

1. Each Apartment Owner shall comply strictly the bye- laws (decisions of the Association of the Apartment owners regarding sharing of common Expenses ,common profit, service charges) and with the covenants , conditions and restrictions set forth in the Deed of the Apartment, and

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failure to comply with any of them shall be a ground for action to recover sums due for damages ,or for inductive relief, or both, by the manager or Board on behalf of the Association of Apartment Owners ,or in a proper case, by an aggrieved apartment owner.

2. Every promoter or Developer or builder shall make a full and true discloser of the nature of his title to the land on which the Apartment are constructed.

3. Make full and true disclosure of all encumbrances on such land ,including any title, interest or claim of any part in or over such land;

4. Give inspection on seven days notice or demand, of the plans and specification of the building ,such as specification relating tgo structural safety against earthquake and fire safety, built or to be built on the land such plans and specifications having been approved by the local authority which he is required so to do under any law for the time being in force;

5. Disclose the nature of fixtures, fittings and amenities (including the provision for one or more lifts) provided or to be provided;

6. Disclose on reasonable notice or demand if the promoter is himself the builder, the prescribed particulars as respects the designs and the materials to be used in the construction of the building, and if the promoter is not himself the builder disclose, on such notice or demand ,all agreements entered into by him with the architects and the contractors regarding the design ,materials and construction of the buildings;

7. Specify in writing the date by which possession of the apartment is to be handed over (and he shall hand over such possession accordingly);

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8. Make a full and true disclosure of all outgoings (including ground rents; if any,municipal or other local taxes, taxes on income, water charges and electricity charges, revenue assessment, interest or any mortgage or other encumbrances, if any);

9. As per section 10(4) (a) of theAct, the percentage of the undivided interest in the common areas ,facilities shall have a permanent character, and shall not be altered without the written consent of all the Apartment owners.

10. The Buyer/Vendee is also entitled for the proportionate share of land along with his/her purchased flat.

THE FIRST SCHEDULE i.e. 1 (i) & (ii) IN TOTALITY HEREIN ABOVE REFERRED TO :-

All the piece and parcel of land Raiyati, Nagdi measuring an area of 26+26=52 Decimals, situated at Janipur mauja, P.S.- Phulwari sharif, District- Patna within the Jurisdiction of Sub registry Office Phulwarisharif and Sadar registry office Patna bearing Thana No. 62 & Govt of Bihar, under Thana No. 62,khata no.251,249 part of Cadastral Survey plot No. 577,578 under dissolved Patna Regional Development Authority , Patna and the same is bounded butted as follows:

1. Area 8 Kattha 12 dhur under khata no.251 and 249 & survey part plot no.578/577 bounded as follows:-

North: - Road and chart
South: - Devan Rai
East: - Aahar
West: - Mohammad Khursheed Alam

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2. Area 8 kathha under khata no.251 and 249 & survey part plot no.578/577 bounded as follows:-

North: - Road and chart
South: - Devan Rai
East: - Mohammad Janesaar
West:-Mohammad Shamsher Alam

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO -:

(Description of the said unit)

ALL THAT **Flat no---- on 1st Floor in Block- 'A'** of the building named ' **Rooftech Royal Garden Phase-1'** having super- built up area measuring ------ **Square feet(----------)** and one reserve car parking space on ground floor/Basement, also an undvidedshare in the land of the said **'Rooftech Royal Garden Phase-1 janipur near patna Aiims'** super built up area shall be aggregate of the following -:

Proportionate share in the land and in the building like staircase in all the floor, walls and its plant installation space, electrical space , common meter space, common passage on each floor and lobby on the ground floor, Gen set room ,lift , water pump,water tanks , and electrical sub- station space etc. outside the said building are also taken into account as service area and the said flat is bounded as follows-:

BOUNDARY

North -: ----------
South-: ----------
East-: ----------
West-: ----------

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THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO -:

(Mode of Payment of consideration amount)

Total consideration **Rs.---------/-(In words) which include GST of Rs--------** /- shall be paid by the Buyer/vendee to the Developer/ vendor in installments and within 7 days of demand ,which details are as follows-:

At the time of booking-: **Rs----------(In words) which include GST of Rs.-------/- through cheques no-: ------ dt. ---------- -dt. ---------- for Rs. ---------/- & ---------/- respectively.**

INSTALLMENT DUE	Site Position	AMOUNT AGAINST FLAT	GST	Amount including GST
BOOKING AGREEMENT				
FIRST INSTALLMENT	Plinth Floor casting			
SECOND INSTALLMENT	1st Floor Casting			
THIRD INSTALLMENT	2nd floor Casting			
FOURTH INSTALLMENT	3rd floor casting			
FIFTH INSTALLMENT	4th floor casting			
SIXTH INSTALLMENT	5th floor casting			
SEVENTH INSTALLMENT	6th floor casting			
EIGHTH INSTALLMENT	Finishing			
Total				

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO-:

(SPECIFICATION)

Structure -: Earthquake resistance, R.C.C. framed structure reinforced with ISI marked steel , designed by expertise engineers.

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Flooring-: Entire floor of the flats and common space will be of marble/vitrified.

Kitchen-: Granite Kitchen platform with stainless steel sink and drain board, glazed tiles up to 2'.00'' ft, height from working platform,provision for hot and cold water,

Bathroom-: Glazed tiles in eye soothing color up to 7 ft. height and provision for hot and cold water system.

Windows -: Glazed paneled wooden window frames/ Aluminium.

Doors -: Entrance door of 32 mm thick ISI mark flush door shutters painted with two coats of synthetic coloured enamel paint.

Finishing -: Wall & ceiling will be finished with cement plaster and POP the external wall will be cement plastered & painted with weather coat paint.

Electrical -: Concealed electrification with ISI marked cable and switch,provision for adequate light 7 power, T.V. & Telephone

IN WITNESS WHEREOF, both the parties have subscribed their respective hands on these presents on the place, date , month and year first above mentioned in presence of the following witnesses:

Witnesses

1. Signature of the Vendor/Developer

2. Signature of the Buyers/ vendee

Drafted by-: ---------- Advocate,
Advocate House, Patna High Court .A.O.R no- ------

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