

AGREEMENT FOR SALE

This Agreement for Sale of Duplex Along With Fittings,
More Clearly Described In This Agreement, Is Made
On This the, Day of Wednesday October, ... At
Danapur, Patna.

BETWEEN: -

ROOF ENGICON Pvt. Ltd. a company incorporated under the Companies Act, 2013, having its registration number is U45200BR2016PTC032078, **PanNo.-AAHCR8537K**, and its office at **Shanti junior School, 1st Floor, Opp.-SBI Saguna, Bailey Road, Danapur, Patna, Distt-Patna, and Bihar.** Represented by its **Managing Director Mr. Sanjay Kumar Singh S/O Shree Birendra Kumar Singh,** Hereinafter called the **“Builder/Developer”** under the project” **HEAVEN CITY” Site at Mohamadpur near Sarari** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, executors and administrators) **Vendor of the first part or 1st party.**

And

.....**W/O**, **Age-43yrs, By** Occupation-Business Woman , By Faith- **Hindu**, By-Nationality-**Indian**, Permanent/Correspondence Address—....., Bihar. Hereinafter Called the **Purchasers/Buyers/Vendee**, (The Expression of Which Shall Mean and Include His Legal Heirs, Representatives, Administrators and Executors Etc.) **Other Part or 2nd Party.** Mobile No.-9430485701

WHEREAS The First Party **ROOF ENGICON Pvt. Ltd.** A Promoter And Developer Company Has Developed The Landed Property Of Nandan Kumar and Abhinandan Kumar Both S/O Late Jay narayan singh alias Jay Narayan Sharma By Virtue Of Terms And Agreement Executed Between The Developers And Owner Of The Property Knows As Nandan Kumar and others More Fully Described In Registered Development Agreement Deed **Dated 07/07/2017 at Registry Office Phulwari Sharif ,By token no.-5137, Serial no.-4968, Deed Number-4889, Book no.-1,Vol.No.-67,CD No.11,Page No.201 to 215 dated 07/07/2017** And Proposed To Construct Duplex Of Varying Sizes On The Landed Property And All Common Services To The Interest Of Intending Buyers Or Proposed Duplex Owners “On Ownership Basis” In The Project Namely **“HEAVEN CITY ”** On The Plot Of Land Measuring 10 Kattha, Under Plot No. 1194 & 1203, Khata No.54 & 18 , Situated In Mohamadpur ,Tauzi No-5070, Thana No.-41,Mouza-MohamadPur , P.S.- Phulwari , District:- **Patna** More Particularly Described In Schedule ‘A’ Below.

AND WHEREAS As Per Terms Of This Agreement The First Party Shall Prepare Building Plans And Shall Submit The Same In The Office Of The Patna Metropolitan Area Authority And Shall Accordingly Proceed Towards Construction Of The Unit And Take All Possible Steps For The Approval Of The Building Plan And Shall Make Access Campus, Drainage, Sewerages And Shall Provide Necessary Services To The Proposed Duplex Owners And May Charge Maintenance As Decided Thereon.

AND WHEREAS The First Party Advertised For The Construction Of The Proposed Building On The Said Plot Of Land To Be Constructed At The Cost Of The Duplex Owners And On Payment Terms Of This Agreement.

AND WHEREAS The Parties Have Agreed To Execute An Agreement To Avoid All Legal Complications And Misunderstandings Of Any Kind Or Nature, If Any, Between The Parties Including Their Heirs In Future.

NOW THIS DEED OF AGREEMENT INCLUDING ALL ITS TERMS AND CONDITIONS HEREUNDER MENTIONED:

1. That All The Proposed Duplex Owners Including The Second Party Here of Unanimously Appointed The First Party As His / Her / Their Promoter And Developer And Civil Consultant For The Proposed Build To Be Constructed Thereon.
2. That The First Party Shall Construct The Proposed Duplex Described In The Schedule Below At The Cost Of Rs-.....including service tax And Second Party Has Paid Rs.-..... Till Today And The Construction Cost Shall Be Paid By The Second Party To The First Party As Per The Payment Schedule And In The Manner Stated Herein Below:
(A) That the Price of the Duplex is based on the Prevailing Market Rate of the Building Materials, Labors and Other Inputs. There Is No Price Escalation I.E.; The Cost Of The Construction Shall Not Be Affected With Increase In Market Rate. It Shall Be Fixed.
3. That The Allotment Of The Duplex And Registered Agreement For Sale Shall Be Subject To Acceptance And Confirmation In Writing By The First Party And Only After Completing 30 % Of The Cost Of Unit And Services. (Mere Application With Deposit Of Booking Registration And Or Earnest Money Shall Not Entitle The Applicant / Second Party To Allotment Of The Property.)
4. That The Choice Of The Property Shall On First Come First Serve Basis, The Allotment Made By The First Party Shall Be Binding On The Allotted Member I.E. The Second Party.

5. That The Building Shall Be Constructed In Accordance With The Plans And Designs Sanctioned By The Appropriate Authorities And Specifications Prescribed In The Schedule Hereunder. If On Any Reason, Any Changes Are Required To Be Made By The Order Of The Sanctioning Authorities Or By The Architect Or Builder/First Party Resulting In Increase Or Reduction Of The Built Up Area Or Any Change In The Shape Or Location Of The Property Then No Claim Monetary Or Otherwise, Will Be Raised Or Accepted, Except The Rate Per Square Feet Will Be Applicable On Such Change In Area.

6. That The First Party/Builder and Promoter Shall Complete the Construction of Such Duplex So Booked Within six months grace period From Date of Registered agreement Subject To Availability Of Raw Materials Like Cement, Steel, Bricks, and Stones Etc. The First Party Shall Not Be Liable For Delay Due To Unavoidable Circumstances Including The Act Of God Or Natural Calamities. If There Is Any Loss Or Damage During The Construction Period Due To Natural Calamities The Builder And Promoter / First Party Shall Not Be Liable To Pay Or Compensate Any Damage Or Loss To The Second Party.

7. That The Duplex Owner Shall Pay To The Promoter The Cost Of Construction And Other Services including Car Parking Cost Totalling A Sum Of Rs.-**23,00,000/- (Twenty Three lacs Only)** Legal Charges Extra.

8. If the First party will not hand over Duplex within said period, the company will pay Rs 5/Sqft/month for the delayed delivery and maintain the Duplex 11years without the intentional damage of unit by second Party.

9. That The Second Party Shall Pay All The Nominal Charges Such As Technical, Legal Etc. As May Be Decided By The First Party And The Unit Registry Charges Shall Also Be Borne By The Second Party.

10. That Under No Circumstances The Proposed Duplex Shall Be Delivered To The Second Party Unless All The Payment Is Paid Or Required To Be Paid Under His Agreement.

11. That The Second Party Shall Pay The Extra Charges For Any Addition, Alteration, Design, Other Than The Specification Attached Herewith.

12. That On Receipt Of Full Payment, The First Party Shall Handover The Proposed Duplex To The Second Party For His/Her/Their Occupation And On And After Getting Possession Of

The Duplex The Second Party Shall Maintain And Manage The Colony.

13. That The First Party Shall Use All Standard Materials, Fittings, Etc. As Per Specifications of Construction of the Proposed Building.

14. That The Second Party Shall Not Demolish Or Cause To Be Demolished The Said Duplex Or Any Part Thereof Nor Shall Make Any Alteration Or Modification In external Such A Manner So As To Damage Or Injure The Neighboring Duplex And Shall Not Change The Basic Construction Of The Duplex.

15. That The Second Party Shall Use the Premises for Residential Purpose Only and Shall Not Convert the Duplex into an Industrial Unit or Animal Husbandry.

16. The Second Party Has Entered Into This Contract/ Agreement Along With The First Party With Full Knowledge And Subject To All Laws, Notification And Rules Of The Authorities As Are Enforced And Applicable To This Area And As Any Is Amended From Time To Time.

17. That This Agreement Shall Always Be Subject To the Provision Of The Law And Act Of Any Modification, Amendment Or Reenactment Thereof For The Time Being In Force.

18. That The Duplex Owner Shall Have The Right To Inspect Or Verify The Construction During The Period Of Construction Provided With Knowledge And Consent Of The First Party.

19. That The An Extra Space For Car And Scooter Parking May Be Delivered To The Interested Duplex Owner On The Basis Of First Come First Serve And The Owner Shall Pay Extra Money For The Extra Space.

20. The Individual Owner Shall Not Put Any Cable Connection Point And Telephone Connection Point On The Vacant Roof, But First Party Shall Provide An Installed Separate Cable And Telephone Network Socket, An Electrical Meter Connection For The Individual Duplex Owner.

21. That In Case Of Sales Tax, Purchase Tax, Betterment Levy, Vacant Land Tax Or Any Other Govt. Duty Or Tax Including Service Tax Is Payable To Or Demanded By The Municipal Authority/ Local Authority/ Authorities Or Govt. Agency Over And Above The Price Of The Unit As Mentioned Hereinbefore Then That Shall Be Borne By The Purchaser In Proportion To The Area Acquired Under This Agreement And Shall Be Payable Immediately On Demand.

22. That In Case Any Time Hereafter And After The Completion Of Transfer Hereunder The Plot Thereon, Whether Complete Or Incomplete, Be Acquired By The Govt. Or Authority Or Any Other Statutory Authority Under Any Law For The Time Being In Force Due To Any Reason Whatsoever Then And In That Event The Compensation Money Shall Be Exclusively Receivable By The Purchaser In Respect Of Their Respective Bookings.

23. That The Any Agreement Prior To This Agreement Shall Stand Null And Void.

24. That Any Or All Disputes, Controversies And Conflicts ("**Disputes**") Arising Out Of This Agreement Between The Parties Or Arising Out Of Or Relating To Or In Connection With This Agreement Or The Performance Or Non-Performance Of The Rights And Obligations Set Forth Herein Or The Breach, Termination, Invalidity Or Interpretation Thereof Shall Be Referred For Arbitration In Terms Of The Arbitration And Conciliation Act, 1996 Or Any Amendments Thereof. The Place Of Arbitration Shall Be Patna.

25. This Agreement Shall Be Governed By The Laws In India And Courts In Patna Only Shall Have Exclusive Jurisdiction Over Matters Relating To Or Arising From This Agreement.

26. That Notwithstanding Anything Contained Herein Above, The Terms And Conditions Of This Agreement May Be Altered, Added To Or Varied With Mutual Consent Of The Parties Hereto.

SCHEDULE-A

(Above Referred To)

In District- **Patna**, District Sub-Registry Office At- Phulwari , Registered Development Agreement Deed **Dated 07/07/2017 at Registry Office Phulwari Sharif ,By token no.-5137, Serial no.-4968,Deed Number-4889, Book no.-1,Vol.No.-67,CD No.11,Page No.201 to 215**,Situating In Mouza-Mohamadpur ,Tauzi No-5070, Thana No.-41, Mohamad Pur ,P.S.- Phulwari , Khata No.-54 & 18, Plot No. - 1194 & 1203, Measuring an Area 10 Kattha, Jamabandi No.-97.

Boundary Of Plot

North:- Aahar & Tapeswar singh

South:- Tapeswar singh

East :- Nahar chart

West : - Umesh singh

SCHEDULE - B

(Description Of The Duplex)

The Duplex Measuring**Sq.Ft., 3BHK on sqft Plot area(L-...'*W-...')** , **Duplex No.-Triveni-..."Heaven City "**

S/B/C-Area Shall Be The Same Or Little More Or Less On The Floor To Be Constructed Out Of The Plot Described In The **SCHEDULE-A** Which Is Bounded And Butted As Follows:

North:

South:

East:

West:

Schedule 'A' Above Together With All Services and Specification As Stated Herein Agreement Deed.

Payment schedule for Villa/Duplex:

1. On booking-10%
2. On Agreement -20%
3. On Foundation/Plinth -10%
4. On G. floor roof casting -20%
5. On 1st floor roof casting -20%
6. On Brick work -15%
7. On possession-5%

Note:- Cost Of Registry Shall Be On Actual Basis.

SCHEDULE-C

Annexure -I

Name: -....., Unit No. -....., Area-..... Sqft.

ARCHITECTURE AND STRUCTURAL SPECIFICATIONS

Structure	Earth Quake Resistant RCC Frame Structurechips-5/8", Bricks No.-1, Steel (TATA), Cement (ACC /LAFARGE / ULTRATEK)
Internal Wall	Internal Wall Finished With Wall Putty And OB D Paint (ASIAN / NEROLAC)
External Wall	External Wall Finished With Weather Coat Paint.
Doors & Windows	Designer Main Door with Synthetic Enamel Paint Internal Flush Doors With Enamel Paint Godrej Mortise Locks With Latch For Main Door Sal Wood Door Frames / Sakhua, Sagwan Powder Coated Aluminium Sliding Windows with External Grill
Rooms	Design by Interiors

Internal Flooring	Branded Verified Floor Tiles of 605mm*605mm Size (KAZARIA, SOMANY, JOHNSON)
Balconies	Branded Anti Skid Floor Tiles
Kitchen	Modular Kitchen (As Per Customer Demand) Granite Top Kitchen Platform with S S Sink Branded Glaze Wall Tiles Up To 2'Dado Height S S Sink with Jaguar Sink Mixer Provision For Geyser, Aqua Guard And Exhaust Fan
Bathroom	Bathroom, Hindware Make Sanitary Bathroom Jaquar Hot & Cold Mixer Unit For Each Bathroom Branded Anti Skid Floor Tiles Provision for Geyser and Exhaust Fan In All Bathrooms Water Proof Doors Concealed Plumbing with Premium Quality Pipes (MALHOTRA) Provision for Washing Machine
Electricals	Concealed Branded Electrical Copper Wiring (HAWELLS/ANCHOR) A C Point in Each Bedroom Adequate Electrical Points in All Rooms and Kitchen, Branded Electrical Switches (ANCHOR, LIGARD, HAWELLS) Provision For Cable and Telephone
Value Additions	Name Plate Directory at Main Entrance Letter Box for Each Duplex at Main Entrance Name Plate on Each Duplex CCTV
Amenities	Fire Fitting System as Per Norm 24 Hrs Water Supplies through Deep Bore Well And all modern civic amenities as Per Possibilities.

IN WITNESS WHEREOF The First Party And The Second Party
Has/Have Here Unto Set Their Respective Hands At Patna On The
Day, Month And Year Above Written. -

WITNESSES:

1.

FIRST PARTY

SIGNATURE OF THE

2.

SIGNATURE OF THE
SECOND PARTY