

ANNEXURE
[See rule 8]
AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day of

.....APRIL, 2023

BY and BETWEEN

M/s SWANSGREN INFRA PROJECTS PVT. LTD, a company incorporated under the provisions of, the Companies Act, 2013, (Central Act 18 of 2013), Regn No:U45202BR2019PTC043216, having its corporate office at Unit No- 402, 4th Floor, Grand Yunus Corporate, S.P verma Road, Patna-800001.(PAN ABCCS5922M), through its Director namely Mr. Amit Kumar Sinha, son of Late Sri Sanjay Kumar, Sinha, resident of Pandariva Lane, Patna City, Dist- Patna-800008. (Aadhar No.610183967545), hereinafter referred to as the "Developer/Vendor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-ininterest, executors, administrators and permitted assignees);

AND

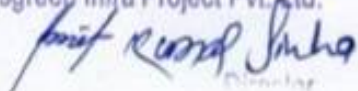
Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____ (PAN _____), hereinafter called the "Allottee/Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

WHEREAS :

- A. That land measuring 38569.24368 sq. ft. equivalent to 43.5 decimals, more fully described in Schedule-1, below of this Deed, are ancestral properties of Anuranjan Kumar Singh, Santosh Kumar both are son of Sri Vinod Kumar

Swansgreen Infra Project Pvt. Ltd.


Amit Kumar Sinha
Director

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Singh resident of Vill- Chainpur, P.O- Mitthanchak, P.S- Gopalpur, Dist-, Patna. And Avinas Kumar, son of Sri Rajeshwar Singh, resident of Vill- Chainpur, P.O- Mitthanchak, P.S- Gopalpur, Dist-, Patna (herein after referred as Land Owners). Schedule-1 properties belongs ancestor of Land Owners, having Khatiyani in the name of Kuldeep Saran and others, later on Dev Nath Singh, son of Shyam Narayan Singh came in exclusive peaceful physical possession of the said properties as absolute owner. Later on Dev Nath Singh died leaving behind his one son namely Ram Sewak Singh. then after Ram Sewak Singh became absolute owner of the said properties. Ram Sewak Singh died leaving behind his two sons namely Shivchandra Singh and Rajeshwar Singh. Thereafter above named both brother got it through an amicable family partition amongst each other. After amicable partition both brothers came into peaceful possession of the Schedule properties along with others properties. Afterward Shivchandra Singh died leaving behind his two sons namely Vinod Kumar Singh and Ranjeet Singh, both brother also amicable family partition amongst them and schedule-1 property more fully described in Schedule below of this deed fell into the share of Vinod Kumar Singh, later on during his life time, amicable partition on 17.10.2013 amongst his sons, and schedule properties fell into the share of his sons namely Anuranjan Kumar Singh & Santosh Kumar, both of them mutated their name in State Sarista (Register-II) and paying Land rent to the Govt. of Bihar through the Circle Office- Sampatchak, vide Jambandi No- 682.

Sri Rajeshwar Singh during his life time amicable family partition on 10/12/2011 amongst his sons namely Avinash Kumar and Mritunjay Gandhi, and schedule properties fell in the share of Avinash Kumar, mutated their name in State Sarista (Register-II) and paying Land rent to the Govt. of Bihar through the Circle Office- Sampatchak vide Jambandi No- 584.

- B. The Said Land is earmarked for the purpose of building a residential project, multistoried apartment comprising several units /flats and the said project shall be known as '**GOKULDHAM CITY**' ("Project")
- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;

Swagreen Infra Project Pvt. Ltd.
[Signature]
Director

- D. The Nagar Parishad, Sampatchak Patna has granted the commencement certificate to develop the Project vide approval dated 07/06/2023 bearing no. 495.
- E. The Developer has obtained the final layout plan, sanction plan, specification and approvals for the Project and also for the apartment, plot or building as the case may be, from, Nagar Parishad, Sampatchak Patna. The Developer agrees and undertakes that he 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 Developer has got registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna on _____ under registration No. _____
- G. The Allottee had applied for an apartment in the Project, and has been allotted Apartment No...., having super buildup area of _____ square feet, Type _____, on _____ floor, in.....(Gokuldharm City), along with Garage/Closed Parking No. (with exact location), admeasuring square feet, as permissible under the applicable law and of pro rata share in the 'common area' as defined under clause (n) of section 2 of the Act, (herein referred as Apartment more describe in Schedule- 1)
- 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;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS.-

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer

Swanagar Infra Project P. Ltd.

Director

agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. (Rupees _____ Only) ("Total Price")

Block/Building/Tower Gokuldhram City, Flat No..... Type.....BHK, Floor.....	Total Price of Flat including parking Space and other charges Rs,.....
Total Price in Rs.	Rs...../- + GST extra as applicable.

Explanation:

- i. The Total Price above includes the booking amount paid by the allottee to the Developer towards the flat no..... excluding Registration Charges/-];
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the flat to the allottee and project to the association of the allottee or to the competent authority, as a case may be after obtaining completion certificate.:
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Developer shall be increased/reduced based on such change / modification
- iii. The Developer 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 Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details

Swarnagreen Infra Project Pvt. Ltd.
Ram Kumar Sinha
Director

within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rule/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- iv. The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] 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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act the same shall not be charged from the allottee.

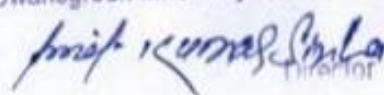
1.4 The Allottee(s) shall make the payment as per [the payment plan mutually set out in Schedule- C. ("Payment plan")].

1.5 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such

early payments @ -..../- per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.

- 1.6 It is agreed that the Developer 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, (which shall be in conformity with the advertisement prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may-be, without the previous, written consent of the Allottee as per the provisions of the Act. Provided that the Developer 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 Developer shall confirm the final carpet area that has been allotted to the Allottee [after completion of construction work of the Building and the occupancy certificate or such other certificate (by whatever name may be called), is granted by the competent authority,] 1 by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within Fourty Five days with annual interest at the rate specified 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 allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3, the Developer agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:
- i. The Allottee shall have exclusive ownership of the Apartment/Plot;
 - 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

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Director

occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from competent authority as provided in the applicable Act.

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

- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment plot, as the case maybe

It is made clear by the Developer and the Allottee agrees that the [Apartment/plot] along with one garage/covered parking shall be treated as a single indivisible unit for all purpose. It is agreed that the project is an independent self-contained Project covering the said Land and is not a part or 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 Alottee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost ground rent municipal or other local taxes, charges for water or electricity, maintenance charges, -including mortgage loan and interest on mortgages or other encumbrances and such other liabilities, payable to competent authorities, banks

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Director

and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability: mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge 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 such authority or person.

The Allottee has paid a sum of Rs. __ (Rupees __ only) through Cheque/Demand Draft/NEFT/Cash, as booking amount being part payment towards the Total Price Apartment/Flat at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Developer 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 Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Schedule- C] through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'Swansgreen infra projects pvt. Ltd.' payable at Patna.

3. **ADJUSTMENT/APPROPRIATION OF PAYMENTS.-**

The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

4. **Time. -**

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[Signature]
Director

The Developer 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/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be

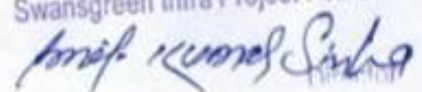
5. **CONSTRUCTION OF THE PROJECT OR APARTMENT.-**

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer 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 or notified by the State Government 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 Developer shall constitute a material breach of the Agreement.

6. **POSSESSION OF THE APARTMENT/PLOT.-**

6.1 Schedule for possession of the said Apartment/Plot.- The Developer agrees and understands that timely delivery of possession of the Apartment/Plot is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment/Plot, 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 Developer shall be entitled to the extension of time for delivery of possession of the Apartment/Plot, 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 Developer to implement the project due to Force Majeure conditions,

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then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within ninety days from the date of termination of allotment. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for taking Possession - The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment / flat], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [provided that in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the developer within 3 months from the date of issue of occupancy certificate]. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of Developer' The Allottee, after taking possession, agrees to pay the maintenance " charges as determined by the developer /association of allottees, as the case may be after the issuance of the completion certificate for the project' The Developer shall hand over the occupancy certificate of the apartment/plot, as the case may be to the allottee at the time of conveyance of the same.

6.3 Failure of Allottee to take Possession of Apartment/Plot.- upon receiving a written intimation from the Developer as per para 7-2, the Allottee shall take possession of Flat/ Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

6.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Plot] to the

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Sanjiv Kumar Singh
Director

Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local-laws. [Provided that, in the absence of any local law the promoter shall hand over the necessary documents and plans including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate].

6.5 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 Developer, the Developer herein is entitled to forfeit booking amount paid for their allotment of the total amount of the consideration money, interest and other dues payable for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within ninety days of such cancellation.

6.6 That Compensation.— The Developer 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 compensation under this section 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 Developer fails to complete or is unable to give possession of the Apartment/Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 (iii) any other reason; the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Plot, with interest at the rate specified in the Rules within ninety days becoming due. Provided that where the Allottee does not intend to withdraw

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[Signature]
Director

from the Project, the Developer shall pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment/Plot.

7. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.-

The Developer hereby represents and warrants to the Allottee as follows:

- i. the Developer 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
- ii. the Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. there are no encumbrances upon the said Land or the Project
- iv. there are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment/Plot
- v. all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Plot are valid and subsisting and have been obtained by following due process of law. Further, the Developer 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/Plot and common areas;
- vi. the Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vii. the Developer 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/Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. the Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment/Plot to the Allottee in the manner contemplated in this Agreement;
- ix. at the time of execution of the conveyance deed the Developer shall handover lawful vacant possession of the said Apartment/Plot to the Allottee.

Apartment/Plot to the Allottee and the common areas to the Association of the Allottees.

- x. the Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property
- xi. the Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; and
- xii. no notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:-

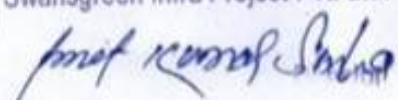
8.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of :-

- i. Developer fails to provide ready to move in possession of the Apartment/Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects and as per the completion /occupancy certificate issued by the competent authority; or
- ii. discontinuance of the Developer'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.

8.2 In case of default by Developer under the conditions listed above, the Allottee is entitled to the following:-

- i. stop making further payments to the Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter, the Allottee will

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be required to make the next payment without any penal interest; or

- ii. the Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment/plot, along with interest at the rate specified in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment/ Plot.

8.3 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 consecutive demands made by the Developer 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 Developer on the unpaid amount at the rate specified in the Rules;
- ii. in case of Default by Allottee under the condition listed above continues for a period beyond 03 consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment/Plot in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

9. CONVEYANCE OF THE SAID APARTMENT/ FLAT

The Developer, on receipt of complete amount of the Price of the Apartment/Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment/Plot together with proportionate indivisible share in the Common Areas within three months

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[Handwritten Signature]

from the issuance of the [occupancy certificate or such other certificate (by whatever name may be called)] 1 . However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee.

10. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:-**

The Developer 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 the allottees upon issuance of completion certificate of the project . The cost of such maintenance has been included in the Total Price of the Apartment/Plot.

11. **DEFECT LIABILITY.-**

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of five years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within thirty days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act

12. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS.-**

The Developer / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parkings/covered parking in basement or stilts, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment/Plot 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.

13. **USAGE.**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **GOKULDHAM CITY** (project name), 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 etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

14. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT.-**

The Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Plot 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/Plot, 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/Plot and keep the Apartment/ Plot, 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. 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/Plot 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/Plot. The Allottee shall plan and distribute its electrical load

13. **USAGE.**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **GOKULDHAM SOCIETY** (project name), 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 etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

14. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT.-**

The Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Plot 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/Plot, 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/Plot and keep the Apartment/ Plot, 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. 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/Plot 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/Plot. The Allottee shall plan and distribute its electrical load

in conformity with the electrical systems installed by the Developer and thereafter, the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES.-

The parties is entering into this Agreement for the allotment of a Apartment/Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular.

16. ADDITIONAL CONSTRUCTIONS.-

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE.-

After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment/Plot/Building 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/Plot/Building.

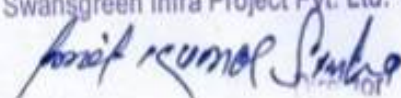
18. That APARTMENT OWNERSHIP ACT,

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

19. BINDING EFFECT.-

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of Registrar, Patna as and when intimated by the Developer. If the

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Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT.-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other 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.

21. RIGHT TO AMEND.-

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES.-

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment/Plot, in case of a transfer, as the said obligations go along with the Apartment/Plot for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE.-

- i. The Developer 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 [Schedule 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 Developer in the case of one Allottee

shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

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

24. SEVERABILITY.-

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

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.- Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be the proportion which the carpet area of the Apartment/Plot bears to the total carpet area of all the Apartments/Plots in the project.

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

27. PLACE OF EXECUTION.- The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee in Patna, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered

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for Director

at the office of the Registrar at Patna. Hence this Agreement shall be deemed to have been executed at Patna.

28. NOTICES.-

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

_____ Name of Allottee _____ (Allottee Address)

M/s SwansGreen Infra Project Pvt Ltd, correspondence office at C/0- Sanjay Kuam Singh , Bhagwan Nagar, Gola Road, P.S- Rupaspur, Dist- Patna-800012.

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be

29. JOINT ALLOTTEES.-

In case there are Joint Allottees, all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered to have been properly served on all the Allottees.

30. GOVERNING LAW.- The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force

31. 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

Swansgreen Infra Project Pvt. Ltd.

[Signature]

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ALL THAT piece and parcel of land admeasuring area of an 38569.24368 sq. ft. equivalent to 88.5428 Decimils, situated at Mauza- Chainpur, Survey Thana- Phulwari Sharif, Hal Thana- Goplalpur, Anchal- Sampatchak, Sub- registry Office- Sampatchak, Sadar registry office- Patna Sadar, under Thana No- 101, Tauzi No- 28, Khata No- 03, 49, and 51, Survey Plot Nos- 476, 474 and 475 respectively, within jurisdiction of PMA and same is bounded as follows:-

BOUNDRY

North:- Rasta and Brajesh Singh
South:- GauriShankar Singh and others
East:- Road
West:- Road and Brajesh Singh

SCHEDULE- B

(Description of the property under this Agreement for Sale)

Flat No..... Block....Floor, of the building, named GOKULDHAM CITY, having super built up Area of.....with one car parking space on the ground floor, situated at Mauza- Chainpur, Survey Thana- Phulwari Sharif, Hal Thana- Goplalpur, Anchal- Sampatchak, Sub- registry Office- Sampatchak, Sadar registry office- Patna Sadar, under Thana No- 101, Tauzi No- 28, Khata No- 03, 49, and 51, Survey Plot Nos- 476, 474 and 475 respectively, and same is bounded as follows:-

Boundary of Flat No.....

North:-

South:-

East:-

West:-

SCHEDULE - C

PAYMENT PLAN:- (CLP)

Stage	Payment
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Swansgreen Infra Project Pvt. Ltd.

[Signature]

At the Time of Booking	10 %
At time of Agreement for sale	10%
On Plinth Level	10%
At ground floor roof level	10%
On casting of 1 st floor roof level	10%
On casting of 2 nd Floor roof level	10%
On casting of 3rd Floor roof level	10%
On casting of 4th Floor roof level	10%
On casting of 5th Floor roof level	10%
At starting of finishing	5%
At Possession	5%

SCHEDULE-D **(Specification)**

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

Flooring :- Entire floor of flats and common space will be Vitrified Tiles.

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 feet height & provision for hot & cold water system.

Window :- Glazed paneled wooden window frame/aluminum.

Doors :- Entrance door of wood & door shutter will be 32 mm thick flush door & will be dressed with synthetic colored enamel paint.

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

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

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 feet height & provision for hot & cold water system.

Window :- Glazed paneled wooden window frame/aluminum.

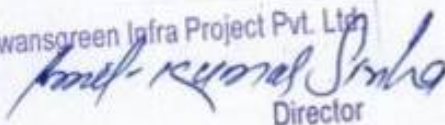
Doors :- Entrance door of wood & door shutter will be 32 mm thick flush door & will be dressed with synthetic colored enamel paint.

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

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

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day, month and year first hereinabove written in the presence of following named witnesses :-

1.

Swanscreen Infra Project Pvt. Ltd

Director
Signature of Vendor/Developer.

2.

Signature of Allottee/ Vendee