AGREEMENT FOR SALE

This agreement for sale is made on the _____ Day of _____, Year _____

BETWEEN

JAI SRI SHYAM HOMES PVT LTD. ., incorporated and registered under the Indian companies Act 1956 having its Registration no. **U45200BR2010PTC015584 PAN NO.(AACCJ3493K) Represented through its Director ShriMayankMurarka Pan no(BDBPM8850K) , Aadhar no(301382553619) S/o Dhruv Prasad Murarka**, having its office at 119, Narain Plaza, Exhibition Road, Patna, P.S.- Gandhi Maidan, Bihar,Indian Citizen, hereinafter called the **"VENDOR/DEVLOPER "**, which expression shall, unless repugnant to the context or meaning there to, mean and include its executors, administrators,

For Jai Sri Shyam Homes Private Limited
Mayank Murarka
(Director)

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legal representatives successor/s in office and/or assigns of the **ONE PART.**

Mobile no- 9709555570

AND

.....
W/o,S/o.....,
....., Bihar-.....,.**Aadhar No....., Pan No.....**
Mobile No. .....(Hereinafter referred as the **"ALLOTTEE/VENDEE"** of the other part).

WHEREAS

The expression **"VENDOR/DEVLOPER"** unless repugnant to or exclude by these presents shall mean and include their legal heirs, successors, leg

al representative, executors, administrator, assigns, as the case may be.

The **"VENDOR/DEVLOPER"** 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 of2016);

(b) "Appropriate Government" means the StateGovernment;

(c) "Rules" mean the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2017.

(d) "Regulations" mean the Regulations made under the Real Estate (Regulation and Development) Act, 2017.

"Section" means a section of the Act

(e) AND WHEREAS, the VENDOR/DEVELOPER has entered into a development Agreement vide deed No. 6651, dated 15/03/2023, Serial No. 6728, Book No. 1 Volume No. 117 on pages No. from 576 to 590 and preserved in total 15 pages CD No. 18/ Year 2023 Registered at district sub-registrar office Muzaffarpur from SRI AMIT TANDON & SRI VIKASH TANDON both sons of LATE ASHOK TANDON both R/o Hari Shankar lane, club road, Mithanpura P.S – Mithanpura, Town & District Muzaffarpur, Ramna, Bihar-842002.

(f) WHEREAS the aforesaid Owners are seized and possessed of and are Owners of or otherwise were and are sufficiently entitled to the free hold

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Land measuring an area as per mutation approx**11.4 decimal** whereas the land as per sale deed is 13.18 decimal, Thana No. 410, Halka-Ward No.32, Khata N0.242, Khesra No. 1047(ka) & 1047(Kha) New &Keshra no- 103 old, Municipal Ward No.- 32 old,36 New, Jamabandi Present division No.24, page no.26, situated at Hari Shankar Lane, Mithanpura, Muzaffarpur, Bihar more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

(g) The Said Land is earmarked for the purpose of building a residential/commercial purpose project, comprising amultistoried apartment andCar Parking Spaces and the said project shall be known as **Shree Shyam "ART PALAZZO"**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;

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

B.The Muzaffarpur Municipal Corporation has granted the Commencement Certificate to develop the Project vide approval dated .....

(h) The VENDOR/DEVELOPER has obtained the sanctioned plan and approvals for the Project and also for the apartment / building from Muzaffarpur Municipal Corporation Vide its **Plan Case No 36-02/2023 dt. 11.04.2023**. The VENDOR/DEVELOPER 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;

(g) The VENDOR/DEVELOPER has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna on..... under Registration No.**BRERAP**.....

(h.)The Allottee had applied for apartments in the Project videapplicationDated ..... and has been allotted **Flat No.....**havingcarpetareaof**.....Sq.Ft.(....Sq.ft Super Built-up)**,..BHK,on.....Floor in the Building Known as **Shree Shyam "ART PALAZZO"**along with 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** .

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

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(Director)

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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 appearinghereinafter;

(k) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the VENDOR/DEVELOPER hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking as specified in para G.

(l) TERMS:

(m) Subject to the terms and conditions as detailed in this Agreement, the VENDOR/DEVELOPER agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paraG.

₹(n) The Total Price for the Apartment isRs ...../- (.....) Only + GST.

Explanation:

(o) The Total Price above includes the booking amount paid by the allottee to the VENDOR/DEVELOPER towards theApartment;

(p)Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the VENDOR/DEVELOPER shall be increased/reduced based on suchchange/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;

(q)The VENDOR/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 VENDOR/DEVELOPER within the time and in the manner specified therein. In addition, the VENDOR/DEVELOPER 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 becomeeffective;

(r)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, cost of providing electric wiring,

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electrical connectivity to the apartment excluding the security deposit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting 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.

(s)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 VENDOR/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 VENDOR/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.

(t)The Allottee shall make the payment as per the payment plan set out in

Schedule C ("Payment Plan")

(u)The VENDOR/DEVELOPER may allow, in its sole discretion, a rebate for early payments ofinstallmentspayablebytheAllotteebydiscountingsuchearlypayments@**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 VENDOR/DEVELOPER.

(v)It is agreed that the VENDOR/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' 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 VENDOR/DEVELOPER may make such minor additions or

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alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of theAct.

(w)The VENDOR/DEVELOPER 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 applied for/ 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 VENDOR/DEVELOPER. If there is reduction in the carpet area then the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER 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 thisAgreement.

(x)Subject to para 9.3 the VENDOR/DEVELOPER agrees and acknowledges, the Allottee shall have the right to the Apartment as mentionedbelow:

(y)The Allottee shall have exclusive ownership of theApartment;

(z)The Allottee shall also have **undivided proportionate Share.....Decimil**(Approx) 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 VENDOR/DEVELOPER shall hand over the common areas to the association of allottee after duly obtaining/applying for the completion certificate from the competent authority as provided in theAct;

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, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection andfirefightingequipmentinthecommonareas,maintenancechargesasperpara 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

(a)The Allottee has the right to visit the project site to assess the extent of development of the project and hisapartment.

(b)It is made clear by the VENDOR/DEVELOPER and the Allottee agrees that the Apartment along with 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

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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 VENDOR/DEVELOPER 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 VENDOR/DEVELOPER 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 VENDOR/DEVELOPER 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 orperson.

The Allottee has paid a sum of **Rs...../-(Rupees .....) as booking amount (Earnest Money)** being part payment towards the total price of the Apartment at the time of application, the receipt of which the VENDOR/DEVELOPER 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 VENDOR/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.

1. MODE OFPAYMENT:

Subject to the terms of the Agreement and the VENDOR/DEVELOPER abiding by the construction milestones, the Allottee shall make all payments, on written demand by the VENDOR/DEVELOPER, 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 **JAI SRI SHYAM HOMES PVT LTD. Payable** atPatna.

2. COMPLIANCE OF LAWS RELATING TOREMITTANCES:

(a)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 VENDOR/DEVELOPER with such permission, approvals which would enable the VENDOR/DEVELOPER to fulfill its obligations under this

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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 totime.

(b)The VENDOR/DEVELOPER accepts no responsibility in regard to matters specified in para 3.1 above.TheAllottee shall keep the VENDOR/DEVELOPER 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 thesole responsibility of the Allottee to intimate the same in writing to the VENDOR/DEVELOPER immediately and comply with necessary formalities if any under the applicable laws. The VENDOR/DEVELOPER 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 VENDOR/DEVELOPER shall be issuing the payment receipts in favour of the Allotteeonly

3. ADJUSTMENT/APPROPRIATION OFPAYMENTS:

The Allottee authorizes the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER to adjust his payments in any manner.

4. TIME IS ESSENCE:

The VENDOR/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 to the Allottee and the common areas to the association of allottee or the competent authority, as the case maybe.

5. CONSTRUCTION OF THEPROJECT/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 VENDOR/DEVELOPER. The VENDOR/DEVELOPER shall develop the Project in accordance with the said layout plans, floorplans and specifications, amenities and facilities. Subject to the terms in this Agreement, the VENDOR/DEVELOPER undertakes to strictly abide by such plans approved

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by the competent Authorities and shall also strictly abide by the bye-laws, F.A.R 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 VENDOR/DEVELOPER shall constitute a material breach of theAgreement.

6. POSSESSION OF THE APARTMENT:

(a)Schedule for possession of the said Apartment – The VENDOR/DEVELOPER 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 VENDOR/DEVELOPER 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.....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 VENDOR/DEVELOPER 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 VENDOR/DEVELOPER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the VENDOR/DEVELOPER shall refund to the Allottee the entire amount received by the VENDOR/DEVELOPER from the allotment within 45 days from that date. The VENDOR/DEVELOPER 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 VENDOR/DEVELOPER and that the VENDOR/DEVELOPER shall be released and discharged from all its obligations and liabilities under thisAgreement.

(b)Procedure for taking possession – The VENDOR/DEVELOPER, upon applying for/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/application for occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the VENDOR/DEVELOPER within 3 months from the date of issue of /applying for occupancy certificate]. The VENDOR/DEVELOPER agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR/DEVELOPER. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the VENDOR/DEVELOPER/association of allottee, as the case

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may be after the application for issuance of the completion certificate for the project. The VENDOR/DEVELOPER shall hand over the application for/occupancy certificate of the apartment, to the allottee at the time of conveyance of thesame.

(c)Failure of Allottee to take Possession of Apartment – Upon receiving a written intimation from the VENDOR/DEVELOPER as per para 7.2, the Allottee shall take possession of the Apartment from the VENDOR/DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the VENDOR/DEVELOPER 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 para7.2.

(d)Possession by the Allottee - After obtaining /applying for the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER 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/applying for the completioncertificate].

(e)Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in theAct:
Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the VENDOR/DEVELOPER, the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER to the allottee within 45 days of such cancellation.

(f)Compensation – The VENDOR/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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being enforce.

(g)Except for occurrence of a Force Majeure event, if the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER 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

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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 VENDOR/DEVELOPER 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 VENDOR/DEVELOPER to the allottee within forty-five days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THEVENDOR/DEVELOPER: The VENDOR/DEVELOPER hereby represents and warrants to the Allottee asfollows:

(a)The VENDOR/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;

(b)The VENDOR/DEVELOPER has lawful rights and requisite approvals from the competent Authorities to carry out development of theProject;

(c)There are no encumbrances upon the said Land or theProject.

(d)There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or theApartment.

(e)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 VENDOR/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 and commonareas.

(f)The VENDOR/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 Allotee created herein, may prejudicially beaffected.

(i) The VENDOR/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 which will, in any manner, affect the rights of Allotee under thisAgreement.

(j) The VENDOR/DEVELOPER confirms that the VENDOR/DEVELOPER is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in thisAgreement.

(k) At the time of execution of the conveyance deed the VENDOR/DEVELOPER 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 maybe.

(l) 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 ScheduleProperty

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(m) The VENDOR/DEVELOPER 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/applied for 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 maybe.

(n) 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 VENDOR/DEVELOPER in respect of the said Land and/or theProject.

8. EVENTS OF DEFAULTS ANDCONSEQUENCES:

(a)1 Subject to the Force Majeure clause, the VENDOR/DEVELOPER shall be considered under a condition of Default, in the followingevents.

(b)VENDOR/DEVELOPER 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 applied for/ issued by the competentauthority.

(c)Discontinuance of the VENDOR/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 madethereunder.

(d)In case of Default by VENDOR/DEVELOPER under the conditions listed above, Allottee is entitled to thefollowing:

(e)Stop making further payments to VENDOR/DEVELOPER as demanded by the VENDOR/DEVELOPER. If the Allottee stops making payments, the VENDOR/DEVELOPER 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

(f)The Allottee shall have the option of terminating the Agreement in which case the VENDOR/DEVELOPER 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 terminationnotice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the VENDOR/DEVELOPER. Interest at the rate prescribed in the Rules, for every month of delay till the

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Mayank Agarwal
(Director)

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handing over of the possession of the Apartment, which shall be paid by the VENDOR/DEVELOPER to the allottee within forty-five days of it becoming due.

(g)The Allottee shall be considered under a condition of Default. on the occurrence of the followingevents:

(h)In case the Allottee fails to make payments for **1** consecutive demands made by the VENDOR/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 VENDOR/DEVELOPER on the unpaid amount at the rate prescribed in theRules.

(i)In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the VENDOR/DEVELOPER in this regard, the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER shall intimate the allottee about such termination at least thirty days prior to suchtermination.

(j)CONVEYANCE OF THE SAID APARTMENT:

The VENDOR/DEVELOPER, 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/application for 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 VENDOR/DEVELOPER within 3 months from the date of issue of/application for 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 VENDOR/DEVELOPER to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the VENDOR/DEVELOPER is made by the Allottee.

(k)MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The VENDOR/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 allottee upon the issuance of/application for the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

(l)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 VENDOR/DEVELOPER as per the agreement for sale relating to such development is brought to the notice of the VENDOR/DEVELOPER within a

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(Director)

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period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the VENDOR/DEVELOPER to rectify such defects without further charge, within 30 (thirty) days, and in the event of VENDOR/DEVELOPER'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.

(o) RIGHT TO ENTER THE APARTMENT FORREPAIRS:

The VENDOR/DEVELOPER/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.

(p) USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **Shree Shyam "ART PALAZZO"**, 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, firefighting 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.

(q) GENERAL COMPLIANCE WITH RESPECT TO THEAPARTMENT:

(r) 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 Apartmentand 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 orjeopardized.

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(s) 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

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or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

(t) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the VENDOR/DEVELOPER 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 aforesaidconditions.

(u) COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BYPARTIES:

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.

(v) ADDITIONAL CONSTRUCTIONS:

The VENDOR/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, 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.

(w) VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the VENDOR/DEVELOPER 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 suchApartment.

(x) BIHAR APARTMENT OWNERSHIP ACT:

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

(y) BINDINGEFFECT:

Forwarding this Agreement to the Allottee by the VENDOR/DEVELOPER does not create a binding obligation on the part of the VENDOR/DEVELOPER or the Allottee until, Secondly, 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, Muzaffarpurin the State of Bihar as and when intimated by the VENDOR/DEVELOPER. If the Allottee fails to execute and deliver to the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER, then the VENDOR/DEVELOPER shall serve a notice to the Allottee for rectifying the

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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 compensationwhatsoever.

(z) 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 maybe.

(aa) RIGHT TOAMEND:

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

(bb) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE:

(cc) 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

(dd) WAIVER NOT A LIMITATION TOENFORCE:

(ee) The VENDOR/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 [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 VENDOR/DEVELOPER in the case of one Allottee shall not be construed to be a precedent and /or binding on the VENDOR/DEVELOPER to exercise such discretion in the case of otherAllottee.

(ff) 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 everyprovision.

(gg) SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made hereunder 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 hereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and

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enforceable as applicable, at the time of execution of this Agreement.

(hh) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THEAGREEMENT:

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.

(ii) FURTHERASSURANCES:

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.

(jj) PLACE OF EXECUTION:

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

(kk) NOTICES:

That all notices to be served on the Allottee and the VENDOR/DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the VENDOR/DEVELOPER by Registered Post at their respective addresses specified below: **ALLOTEE NAME AND ADDRESS:-**

Sri/Smt,

.....

.....Bihar-.....

VENDOR/DEVELOPER NAME AND ADDRESS:-

Jai Sri Shyam Homes Pvt Ltd.,119, Narain Plaza,ExhibitonRoad,Patna in the State of Bihar, PIN - 800 001.

e-mail – mayank.murarka9@gmail.com.

It shall be the duty of the Allottee and the VENDOR/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

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have been received by the VENDOR/DEVELOPER or the Allottee, as the case may be.

(ll) JOINT ALLOTTEE:

That in case there are Joint Allottees, all communications shall be sent by the VENDOR/DEVELOPER to the Allottee whose name appears Second and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee.

(mm) 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 madethereunder.

(nn) GOVERNINGLAW:

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.

(oo) 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

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SCHEDULE "A" ABOVE REFERRED TO: Description of land on which

Shree Shyam"ART PALAZZO" complex stands:-

All that, piece and parcel of vacant land and therein including all kinds of easements measuring an area of as per mutation approx**11.4 decimal** whereas the land as per sale deed is 13.18 decimal, Thana No. 410, Halka-Ward No.32, Khata N0.242, Khesra No. 1047(ka) & 1047(Kha) New &Keshra no- 103 old, Municipal Ward No.-32 old,36 New, Jamabandi Present division No.24, page no.26, situated at Hari Shankar Lane, Mithanpura, Muzaffarpur, Bihar more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

BOUNDARY OF LAND BEING DEVELOPED

NORTH - BRANCH ROAD
SOUTH – ANITA SHRIVASTAVA
EAST - SHANTI PANDEY
WEST – MAIN ROAD

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SCHEDULE "B" ABOVE REFERRED TO:

ALL THAT Flat no. .....On .....Floor, in Shree Shyam "ART PALAZZO"measuring approx .....Sq.ft. super builtup along with Car Parking Spacein the building Known as Shree shyam "ART PALAZZO"along with undivided proportionate share in the land, common assets and common area including all amenities, fittings and fixtures," situated at Hari Shankar Lane, Mithanpura, Muzaffarpur, Bihar-842002which comprises of the following–

BOUNDARY OF THE FLAT:-

NORTH:.....
SOUTH:.....
EAST:.....
WEST:.....

SECHEDULE "C" ABOVE REFERRED TO:

I.TOTAL COST OF THE FLAT: Rs **...../- (Rupees)only to be paid on account of Flat no.....On.....Floor, with Car parkingspace in the building,**

II. DETAILED OF THE PAYMENTS RECEIVED:-

Total amount received Rs...../-**(Rupees.....) only** byCheque/Rtgs/Cash. Till date**Balance amount due Rs. ...../- only,** will be paid as per the progress of the construction work of the project/building and the construction of the said building shall be completed by 11.04.2026 with a grace period of Six month

SCHEDULE 'C'- PAYMENT PLAN

1	AT THE TIME OF BOOKING	10%
2	BASEMENT FLOOR CASTING	15%
3	GROUND FLOOR ROOF CASTING	15%
4	FIRST FLOOR ROOF CASTING	15%
5	SECOND FLOOR ROOF CASTING	10%

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6	THIRD FLOOR ROOF CASTING	10%
7	FOURTH FLOOR ROOF CASTING	10%
8	AFTER COMPLETION OF MASNORY WORK /FLOORING	10%
9	20 DAYS BEFORE POSSESION	5%

Failing on which the VENDOR/DEVELOPERs shall be entitled to surcharge on account of delay/default of payment from the due date till payment @ 12% + 2% or the VENDOR/DEVELOPERs at his own discretion may think so, waive the said delay surcharge.

SECHEDULE "D"

STANDARD SPECIFICATIONS OF Shree shyam "ART PALAZZO"

1. FOUNDATION : Isolated/combined/R.C.C. piling or as per structural design

2. WALL FINISH :

Internal (i) All internal walls will be plastered and finished with P.O.P/Putty.

external(ii) Exquisitely designed classical exteriors finished in weathercoat/texture.

3. CIVIL WORK : Second class brick work in cement mortar as per standard specification.

4. FLOORING : All floors will be vitrified/wooden tiles.

5. TOILET : Walls : ceramic tiles upto height of 7'0" and other floor tiles all white sanitary and C.P fittings will be of standard make with hot & cold facilities.

6. KITCHEN :

Flooring : Vitrified Tiles

Platform : A working platform in granite with stainless steel kitchen sink.

Wall: 2'0" ceramic tiles dado above working platform with point for water purifier and geyser.

7. WINDOWS : Frames of Anodized Aluminium/UPVC with glass fitting.

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8. DOORS :Panel/ flush doors of hard wood,panited with 2 coats of synthetic enamel paints (32mm for main door ,30mm for other doors) with one side design skin laminated on main door.

9. WATER SUPPLY: Through two deep tubewells and required numbers of overhead tanks.

10.ELECTRICAL :Concealed P.V.C. conduit wiring with standard electric accessories, Modular switches make & adequate light, power points for Air Conditioners, geysers in all bathrooms and kitchen and Telephone points and cable T.V, Sockets.

11. PLUMBING : All internal PPR pipes shall be concealed.

12. OTHER FACILITIES: Washing machine point with water inlet and outlet at convenient location wash basin in the dining area wherever possible.

Notes: i) The above specifications are subjected to minor changes as may be decided by the VENDOR/DEVELOPERs/builder and Architect in the overall interest of the project.

ii) The Structure design of the building shall be done after the safe bearing capacity of the soil is determined by carrying out the soil test by an independent agency, recommended by the structural consultant.

iii) Any change in the drawings and the agreed specification shall be charged extra for which the rate shall be negotiated at that stage separately.

iv) Project schedule: This project is expected to be completed within 36 months periods.

SCHEDULE – E (SPECIFICATIONS, AMENITIES, FACILITIES(WHICH ARE PART OF THEPROJECT

Project : SHREE SHYAM "ART PALAZZO"	
1	CAR PARKING.
2	AUTOMATED ELEVATOR
3	24 HOURS POWER BACKUP
4	CCTV SURVIELLENCE IN ENTIRE CAMPUS

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

Signature:

Please affix photograph and sign across the photograph

Name**SRI/SMT**.....,
R/o .....
, Bihar-.....

.SIGNED AND DELIVERED BY THE WITHIN NAMED:

VENDOR/DEVELOPER: **Jaisri Shyam Homes Private Limited**

Signature: Mayank Murarka

(Director)

Please affix photograph and sign across the photograph

Name – Mayank Murarka S/o Dhruv Prasad Murarka.
Address- .119,Narayan Plaza Exhibition Road.
At Muzaffarpuron ..... in presence of :

WITNESSES :

Signature-

Name-

Add-

Signature-

Name-

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