AGREEMENT FOR SALE

This Agreement for Sale ('**Agreement**") is executed on this the**……th**day of August, 2019 of the Christian Era.

By and Between

M/S Nutan Construction,a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at the 8th Floor, "Nutan Plaza", Bandar Bagicha, Patna, (PAN-AAFFN0729E),

Represented by

its authorized Partner, **Sri Sanjay Kumar Sinha**, son of Sri Dharmendra Prasad Singh, resident of Flat No.601, "Radhe Krishna

Complex", R. K. Bhattacharya Road, P.O.-G.P.O & P.S.- Gandhi Maidan in the Town & District of Patna(Aadhar No. 752975826418), **Sri Rajesh Kumar**, s/o Late Shankar Mahto, resident of NavJeewan Colony, Block- A-2, Near Arfabad Colony, Gulzarbagh, P.S.- Alamganj, Town & District- Patna, having been constituted, appointed and nominated as the **authorised attorney** to present the deeds/ documents executed by Sri Sanjay Kumar Sinha for registration before the competent Registration Office and to do all or any of the acts, deeds and/or things ancillary and incidental thereto on his behalf by virtue of a Registered Power of Attorney bearing Deed No. 229 dated 09.03.2016, recorded in Book– IV, Volume No. 6 on pages 316 to 327 of the District Registry Office, Patna,hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time beingof the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ their assigns).

AND

Sri …… (Aadhar No.…….), son……..aged about …….years, residing at …… (PAN.....), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns).

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

DEFINATIONS:

For the purpose for this Agreement for Sale, unless the context otherwise requires,-

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "appropriate Government" means the State government;
(c) "Rules" mean the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2017;
(d) "Regulations" means the Regulations under the Real Estate (Regulation and Development) Act, 2017;
(e) "Section" means a section of the Act.

WHEREAS:

A. **M/s Shalimar Cold Storage a Partnership firm, having its office at Anisabad, Patna, represented through its partners, Sri Syed Noorudin Ashraf And Sri Syed Minhaj Ashraf, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 11250 dated 25.10.2016, book no -1, Volume - 265 page no - 504 to 530, C.D no. 40registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 63.6982Katha equivalent to 199.0569 Decimals (approx.) and equivalent to 86,693 Sq.ft. bearing Survey Plot No. 1185,1186,1189,1190,1191,1194,1200,1201,1202,1203 and 1204 appertaining to Khata No. 44,54,84,118,135,141,149 and 154, lying and situated at mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, in the town & District of Patna, within the jurisdiction of the Sub-RegistryOffice and District Registry office, Patna and bounded as follows :-
North- Survey plot No. 1194, 1195, 1196, 1197, 1198 & 1252;
South- Survey Plot No. 1185, 1186, 1188, 1190, 1191 &1204;
East – Survey Plot No. 1199, 1201, 1202& 1203;
West – Survey Plot No. 1191, 1192, 1193 & pain (Drainage);
and to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces togetherwith undivided proportionate share in the said piece of land in the ratio 52%(Landowner):48% (Developer/Promoter) and upon certain

other terms and conditions as contained under the said Development Agreement.

Whereas, Sri Syed Nooruddin Ashraf and Sri Syed Minhaj Ashraf represent the partnership firm, M/s Shalimar Cold Storage, engaged inter alia in the business of Real Estate. The said partnership firm have purchasedlands from various land owners different pieces of land but all within single conglomeration lying and situated at Mauza – Chitkohra under Revenue Survey Thana-Phulwari, Thana No. 17,Old P.s- Gardani bagh Present P.S- Beur, Tauzi No. 5237, in the District of Patna, measuring an aggregate area of 196.0879 Decimals OR 62.7481 Katha, by virtue of different Deeds of Absolute sale of the Registration Office, Patna Sadar as detailed hereunder:-

S.NO	DEED NO.	DATE OF REGISTRATION	KHATA	PLOT NO.	AREA (DEC.)	BOUNDARY
1	3524	09.03.2009	135/141	1187/1186	8.4381	N- SAMITI ROAD S- SURVEY PLOT NO-1186 E-SAMITI PLOT NO.47 W- SAMITI PLOT NO.31
2	21403	16.08.2011	141	1186	3.125	N- SIDHARTH SHAILENDRA OJHA S- RAM BHAWAN RAI E-JAGDEO RAI W- RAMANUJ RAY
3	5450	28.03.2009	166	1189	3.214	N- SELF, SAMITI PLOT S- SAMITI ROAD E-SAMITI ROAD W- SELF, SAMITI ROAD
4	11452	03.12.2014	166	1189	7.8125	N- SHALIMAR PLOT.1194 S- SHALIMAR PLOT.1189 E-SHALIMAR PLOT.1200 W- SHALIMAR 1189
5	11310	31.03.2011	166	1189	3.125	N- SHALIMAR S- PLOT.1189 E- 10' WIDE ROAD W- SURVEY PLOT NO .1190

6	22539	07.08.2012	166	1189	6.25	N- SURVEY PLOT NO. 1189 S- SHALIMAR COLD STORAGE E- SAMITI ROAD W- SURVEY PLOT NO .1190
7	23379	15.09.2010	166	1189	6.25	N- SURVEY PLOT NO. 1190 S- SAMITI PLOT NO. 23 E- SAMITI PLOT NO. 21 W- SURVEY PLOT NO .1190
8	5081	03.05.2014	166	1189	6.259	N- SAMITI PLOT NO.25 M/S SHALIMAR COLD STORAGE S- SAMITI PLOT NO.23 E- SAMITI ROAD W- SURVEY PLOT NO .1190
9	4773	24.02.2012	166	1189	6.245	N- SAMITI PLOT NO.24 M/S SHALIMAR COLD STORAGE S- M/S SHALIMAR COLD STORAGE E- SURVEY PLOT NO. 1190 KITAB RAY W- SURVEY PLOT NO .1190
10	13672	11.04.2012	166	1189	15	N- PLOT NO. 1189 SHALIMAR S- PLOT-1187 M/S SHALIMAR COLD STORAGE E- SURVEY PLOT NO. 1200,1201 & 1202 W- NISHU SAHKARI GRIH NIRMAN SAMITI LTD
11	13673	11.04.2012	166	1189	14.1875	N- PLOT NO. 1189 SHALIMAR S- PLOT-1197 M/S SHALIMAR COLD STORAGE E- SURVEY PLOT NO. 1200,1201 & 1202 W- PART PLOT -1189NISHU SAHKARI GRIH NIRMAN SAMITI LTD
12	5644	20.05.2016	144	1190	9.418	N- PLOT NO. 1194 S- PLOT NO.1190 E- PLOT NO. 1189 W- PLOT NO. 1191 (PRAGAS MAHTO)

13	4173	18.02.2011	155	1191	3.926	N- SAMITI PLOT NO. 92 S- SAMITI PLOT NO.94 E- SAMITI ROAD W- SRI KITAB RAY & NISHU SAHKARI
14	5888	30.03.2009	165	1194	17.1875	N- HEIRS OF SRI MANKI RAI & PLOT NO .1195 & 1196 S- SRI KITAB RAY & NISHU SAHKARI E- SRI BHOLA RAY & OTHERS W- PLOT NO. 1194 SHALIMAR
15	13278	13.07.2009	165	1194	15.625	N- PLOT NO .1194 SYED MINHAJ S- SRI KITAB RAY & NISHU SAHKARI, PLOT NO- 1189 E- PLOT NO. 1194 W- DRAINAGE
16	12312	06.04.2011	118	1200	12	N- SRI TIPAN RAI S- SRI RAJENDRA RAY E- SRI RAM ANUJ RAI W- SRI BICHENDRA RAI
17	9114	01.09.2014	149	1202	6.25	N- SAMITI ROAD, PLOT NO.1202 S- SURVEY PLOT NO. 1203 E- SAMITI PLOT NO. 60A SRI LALAN SINGH W- SAMITI PLOT
18	9113	01.09.2014	149	1202	6.25	N- SAMITI ROAD, PLOT NO.1202 S- SURVEY PLOT NO. 1203 E- SAMITI PLOT & SAMITI ROAD W- SAMITI PLOT NO.60 (B) PLOT NO.1202
19	12086	03.04.2013	149	1202	5.4601	N- SAMITI ROAD S- SAMITI PLOT E- SAMITI PLOT 59 W- SAMITI PLOT 57
20	6064	07.03.2013	149	1202	5.177	N- SAMITI ROAD S- SURVEY PLOT NO. 1203 E- SAMITI PLOT NO.55 W- SAMITI PLOT
21	27426	11.12.2013	149	1202	4.715	N- SAMITI ROAD S- SURVEY PLOT NO. 1203 E- SAMITI PLOT NO.58 W- SAMITI PLOT 56

22	13791	12.04.2012	155	1203	5.662	N- SURVEY PLOT NO. 1205 S- SAMITI ROAD E- SAMITI PLOT NO.6 W- SAMITI PLOT .4
23	19778	25.07.2011	154	1203	1.7187	N- SURVEY PLOT NO. 1202 S- SURVEY PLOT NO. 1204 E- SURVEY PLOT NO. 1228 &1227 W- SURVEY PLOT NO. 1188
24	25414	12.10.2010	154	1203	0.625	N- SURVEY PLOT NO. 1202 S- SURVEY PLOT NO. 1204 E- SURVEY PLOT NO. 1228 &1227 W- SURVEY PLOT NO. 1188
25	12087	03.04.2013	154	1203	0.625	N- SURVEY PLOT NO. 1202 S- SURVEY PLOT NO. 1204 E- SURVEY PLOT NO. 1281 &1227 W- SURVEY PLOT NO. 1188
26	28169	27.11.2020	154	1203	0.625	N- SURVEY PLOT NO. 1202 S- SURVEY PLOT NO. 1204 E- SURVEY PLOT NO. 1281 &1227 W- SURVEY PLOT NO. 1188
27	1523	23.02.2015	154	1203	1.3281	N- M/S SHALIMAR COLD STORAGE S- MENKA GANDHI NISHU SAHKARI E- SURVEY PLOT NO. 1203 W- M/S SHALIMAR COLD STORAGE
28	5080	03.05.2014	154	1203	0.9375	N- SURVEY PLOT NO. 1203 S- SURVEY PLOT NO. 1204 E- SURVEY PLOT NO. 1281 &1227 W- SURVEY PLOT NO. 1188
29	28743	04.12.2010	157	1204	6.245	N- SURVEY PLOT NO. 1203 S- SAMITI PLOT NO. 18 E- SAMITI PLOT NO.20 W- DRAINAGE & BRANCH ROAD
30	13670	11.04.2012	141	1201	7.806	N- SAMITI PLOT NO.72 S- SAMITI ROAD E- SHALIMAR COLD STORAGE W- SAMITI ROAD

31	11089	21.10.2016	149	1202	4.6909	N- SAMITI PLOT NO.72 S- SAMITI ROAD E- SHALIMAR COLD STORAGE W- SAMITI ROAD

B. **M/s Shalimar Cold Storage a Partnership firm, having its office at Anisabad, Patna, represented through its partners, SriSyed Minhaj Ashraf And Sri Syed Saba Ashraf, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 12465 dated 30.09.2021, book no -1, Volume - 313 page no - 284 to 307 , C.D no. 24 registered at the District Registry Office,Patna,whereby the Developer/ Promoter agreed to develop thepiece of land bearing area of 12.43 Katha equivalent to 38.84 Decimals (approx.) and equivalent to 16,9,15.59 Sq.ft. bearing SurveyPlotNo.1185,1188,1201,1202 and 1203 appertaining to Khata No. 125,120,141,149,154 and 155, lying and situated at mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, in the town &District of Patna, within the jurisdiction of the Sub-Registry Office and District Registry office, Patna and to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces togetherwith undivided proportionate share in the said piece of land in the ratio 52%(Landowner):48% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

Whereas, Sri Syed Minhaj Ashraf and Sri Syed Saba Ashraf represent the partnership firm, M/s Shalimar Cold Storage, engaged inter alia in the business of Real Estate. The said partnership firm have purchasedlands from various land owners different pieces of land but all within single conglomeration lying and situated at Mauza – Chitkohra under Revenue Survey Thana- Phulwari, Thana No. 17,Old P.s- Gardani bagh Present P.S- Beur, Tauzi No. 5237, in the District of Patna, measuring an aggregate area of 38.84 Decimals OR 12.43 Katha, by virtue of different Deeds of Absolute sale of the Registration Office, Patna Sadar as detailed hereunder:-

Sl. No.	Deed No.	Reg. date	Khata No.	Plot No.	Area (in dec.)	Boundary
1.	197	06.01.2021	125	1185	3.90625	N- Survey Plot No.1185 (P); S- Anup Lal; E- Chhotan Mishra; W-Ram Anuj Rai;
2.	201	06.01.2021	125	1185	3.6691	N-Survey Plot No.1185 (P); S- Survey Plot No.1184 (P); E- Survey Plot No.1185 (P); W-Survey Plot No.1185 (P);
3.	5244	25.05.2019	125	1185	2.7645	N-Survey Plot No.1185 (P); S- Sri Anup Lal; E- Sri Harihar Rai; W-Ram Babu Jha;
4.	5671	31.03.2021	120	1188	6.125	N-Survey Plot No.1189 (P); S- Survey Plot No.1188 (P); E- Survey Plot No.1202 (P); W- Survey Plot No.1187 (P);
5.	10713	11.10.2019	141& 149	1201& 1202	5.8619	N- Shalimar Cold Storage; S- Shalimar Cold Storage; E- Survey Plot No.1228 & 1234; W-Survey Plot No.1189 (P);
6.	1031	06.02.2018	149	1202	3.125	N-Shalimar Cold Storage; S- Survey Plot No.1202 (P); E- Survey Plot No.1202 (P); W-Survey Plot No.1202 (P);
7.	11195	26.12.2020	154	1203	3.125	N-Shalimar Cold Storage; S- Survey Plot No.1204 (P); E- Survey Plot No.1203 (P); W-Survey Plot No.1203(P);
8.	5670	31.03.2021	155	1203	6.215	N-Shalimar Cold Storage; S- Survey Plot No.1205 (P); E- Shalimar Cold Storage; W- Shalimar Cold Storage;
9.	10729	11.10.2019	149	1201	4.0526	N- Survey Plot No.1201 (P); S- Survey Plot No.1201 (P); E- Survey Plot No.1201 (P); W- Survey Plot No.1201 (P)
				Total-	**12.43 Kathas OR 16917.49 sq.ft. or 38.84 dec.**	

Decimals

And Whereas M/s Shalimar Cold Storage is the owner and absolutely seized and possessed of and otherwise entitled to the aforesaid chunk of land and the name of M/s Shalimar Cold Storage stands in the Records of Rights of the State of Bihar vide JAMABANDINo.954/1,4029,4577/1,953/1,4281/1,4027,3291/1,3936, 2610 and 3334 with respect to which annual land revenue receipts are being issued in its name.

And Whereas Sri Syed Nooruddin Ashraf purchased the land measuring an area of 2.969 decimal bearing Survey Plot no. 1200, khata no. 118, mauza- chitkohra by virtue of a Deed of Absolute sale bearing Deed no. 9322 dated 29.03.2010 of District Registry office, Patna. Thereafter, the name of Sri Syed Nooruddin Ashraf stands in the Records of Rights of the state of Biharvide Jamabandi no. 3936 with respect to which annual land receipt is being issued in his name.

C. **M/s Shalimar Cold Storage a Partnership firm, having its office at Anisabad, Patna, represented through its partner, Sri Syed Noorudin Ashraf the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 4729 dated 08.05.2019, book no -1, Volume - 109 page no - 54 to 76, C.D no. 16 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 9021.86625 Sq.Ft. or20.7113 Decimals, Survey Plot No.1190,1202,1198 and 1199 appertaining to Khata No. 144,149 and 120 lying and situated at mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, Old P.S- Gardani bagh Present P.S- Beurin the town & District of Patna,

within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna and to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces togetherwith undivided proportionate share in the said piece of land in the ratio 52% (Landowner): 48% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

And Whereas M/s Shalimar Cold Storage is the owner and absolutely seized and possessed of and otherwise entitled to the aforesaid land and the name of M/s Shalimar Cold Storage stands in the Records of Rights of the State of Bihar vide jamabandi No.4387/1, 1750 and 1726 with respect to which annual land revenue receipts are being issued in its name.

D. **Sri Syed Minhaj Ashraf, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 4854 dated 10.05.2019, book no -1, Volume - 111 page no - 492 to 502, C.D no. 16 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 1292.62336 Sq.Ft. or 2.968 Decimals, Survey Plot No.1194 appertaining to Khata No. 165 lying and situated at mauza-Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237,Old P.S- Gardani bagh Present P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 52% (Landowner) : 48% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

And Whereas Sri Syed Minhaj Ashraf purchased the said land by virtue of a Deed of Absolute Sale bearing Deed No. 13279 dated 13.07.2009 of the District Registry Office Patna and his

name stands in the Records of Rights of the State of Bihar vide jamabandi No.1001/1 with respect to which annual land revenue receipts are being issued in his name.

E. **Smt. Supriya Bhagat, W/o Shri Kapil Bhagat, residence of Vill& Post- Sabalpur, P.S- Barahat, dist- Banka, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 3836 dated 15.04.2019, book no -1, Volume - 88 page no - 382 to 400, C.D no. 13 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 2500 Sq.Ft. or 5.740 Decimals, Survey Plot No.1187 appertaining to Khata No. 135 lying and situated at mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237,Old P.S- Gardani bagh Present P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

And Whereas Smt. Supriya Bhagat purchased the said land by virtue of a Deed of Absolute Sale bearing Deed No. 2300 dated 06.03.2006 of the District Registry Office Patna and her name stands in the Records of Rights of the State of Bihar vide jamabandi No.15061 with respect to which annual land revenue receipts are being issued in her name.

F. **Smt. Madhuri Devi , W/o Late Rajeshwar Tiwary, residence of House no- 30, Gokulmarg, North S.kpuri, P.S- S.kpuriDist- Patna, Bihar the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 9642 dated 28.08.2018, book no -1,

Volume - 253 page no - 401 to 419, C.D no. 39 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 1705 Sq.Ft. or 3.914 Decimals, Survey Plot No.1191, Samiti Plot no.94, Khata No. 151 lying and situated at mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237,Old P.S- Gardani bagh Present P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

And Whereas Smt. Madhuri Devi purchased the said land by virtue of a Deed of Absolute Sale bearing Deed No. 859 dated 09.02.2005 of the District Registry Office Patna from Smt. Nand kumara Devi W/o- Late Ram Niwash Prasad Shah and subsequentlyher name stands in the Records of Rights of the State of Bihar vide jamabandi No.1211/1 year 2013-14 with respect to which annual land revenue receipts are being issued in her name.

G. **Smt. Kiran Sinha, w/o Sri Mithilesh Kumar Sinha, residence of Village- Godaipur, P.S- Naubatpur, Dist- Patna, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 13145 dated 21.12.2018, book no -1, Volume - 339 page no - 200 to 218, C.D no. 52 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 1710 Sq.Ft. or 3.925 Decimals, Survey Plot No.1191, Samiti Plot no.92, Khata No. 151 lying and situated at Mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237,Old P.S- Gardani bagh Present P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town &

District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

And Whereas Smt. Madhuri Devi purchased the said land by virtue of a Deed of Absolute Sale bearing Deed No. 2494Dated…….Year 1988 of the District Registry Office Patna from Nishu Sahkari Grih Nirman Samiti Limited through its secretary Shri Amrendra kumar Srivastava and subsequently her name stands in the Records of Rights of the State of Bihar vide jamabandi No.237/3 year 1999-2000 with respect to which annual land revenue receipts are being issued in her name.

H. **Shri Kameshwar Prasad Singh, S/o Late Ramanuj Singh, residence of Mohalla - Saristabad , Post- Anisabad, P.S- Old P.S- Gardani bagh at Present P.S- Beur, Dist- Patna, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 3780 dated 11.04.2019, book no -1, Volume - 87 page no - 250 to 268, C.D no. 13 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 9581 Sq.Ft. or 22 Decimals, Survey Plot No.1183 part, ,Khata No. 120 lying and situated at mauza-Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, P.S- Gardani bagh in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

And whereas the land in question is an ancestral property of Sri. Kameshwar Prasad Singh, S/o Late Ramanuj Singh. Ram Sharan Singh and GokhulMahto, S/o Chedi Mahto, was an ancestor of shri.KameshwarPd Singh and their name were figured in survey khatiyan of the said Plot bearing Khata no. 120, and Plot no. 1183. Gokhul Mahto died leaving behind is only son Ramanuj Singh .Ramanuj Singh also died leaving behind four son's namely Ram babu Singh, Shyam Babu Singh, kameshwar Prasad Singh and Kamlesh kumar. After death of their father, they divided their joint family property though family arrangement/ khandanibatwara/ oral batwara and by this batwara Kameshwar Prasad Singh got the land in question and subsequently he got mutated his name govt. revenue records vide jamabandi no. 3283/1 year 2017-18

I. **Shri Shyam Prasad Yadav, S/o- late Rajendra Rai, Shri Kameshwar Prasad, S/o late Rajendra Rai, shri Abhijeet Kumar, S/o late Keshri Nandan Prasad Yadav, Shri Nirmal kumar, S/o late Rajendra Rai, Shri. Ashok kumar, S/o late Rajendra Rai, Shri Ranjeet Kumar, S/o Late Rajendra Rai, residence of Mohalla-Bhikachak, Post- Anisabad, P.S- Gardanibagh, Dist- Patna, the land owner** entered into a **Development Agreement** with the Developer/Promoter, M/s Nutan Construction, vide Deed No. 3837 dated 15.04.2019, book no -1, Volume - 88 page no - 401 to 421, C.D no. 13 registered at the District Registry Office, Patna, whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 8274.88 Sq.Ft. or 19 Decimals, Survey Plot No.1201 and 1186, Khata No. 130 lying and situated at mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, oldP.S- Gardanibagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the

said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

And whereas the land in question is an ancestral property of the above mentioned name of the land owners. Lakhpati Mahto was an ancestor of Shyam Prasad Yadav and others and the name of Lakhpati Mahto was figured in the survey khatiyan of the year 1910-11 of the said plot bearing khata no. 130, and Plot no. 1201 and 1186. Later on, there was a family partition/ family arrangement/khangi batwara of the joint family property and by this partition Rajendra Ray, father of Shyam Prasad Yadav and others got the land in question. Later on Rajendra Prasad died leaving behind six sons as legal heirs. Since then they have been enjoying peaceful possession and interest in the property and got mutated their name in the Govt. Revenue Records vide jamabandi no. 1848 year 2017-18.

J. **Shri Lal Babu Singh, Shri Ramashis Rai, Shri Subhash Rai and Shri Ram Kishore Rai, all sons of Late Jagdeo Rai, residence of Mohalla - Bhikachak, Post- Anisabad, P.S- Gardani Bagh, District- Patna, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 3835 dated 15.04.2019, book no -1, Volume - 88 page no - 362 to 381, C.D no. 13 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 2177.6 Sq.Ft. or 5 Decimals, Survey Plot No. 1186, Khata No. 130 lying and situated at mauza- Chitkohra under Revenue Survey Thana-Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio

50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement;

And whereas the land in question is an ancestral property of the above mentioned name of the land owners. Lakhpati Mahto was an ancestor of Lal Babu Singh and others and the name of Lakhpati Mahto was figured in the survey khatiyan, 1910-11 of the said plot bearing khata no. 130, and Plot no. 1186. Later on there was a family partition of joint family property and by this partition Jagdeo Rai father of Lal Babu Singh and others got the land in question. Later on Jagdeo Rai died leaving behind four sons namely Shri Lal Babu Singh, Shri Ramashis Rai, Shri Subhash Rai and Shri Ram Kishore Rai as legal heirs and successors since then they have been enjoying peaceful possession, right, title and interest in the property and got mutated their name in the Govt. Revenue Records vide jamabandi no. 30/T-5237 year 2014-15.

K. **Sri Rajeev Kumar & Sri Sunil Kumar both sons of Ramchandra Prasad, residence of Mohalla – Radhuyi , Post-Karu Bagha, P.S- Nimchak Bathani, District- Gaya, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 1065 dated 01.02.2019, book no -1, Volume - 25 page no - 39 to 57, C.D no. 4 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 1076 Sq.Ft. or 2.47 Decimals, Survey Plot No. 1188, Khata No. 120 lying and situated at mauza-Chitkohra under Revenue Survey Thana-Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio

50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement;

L. **Sri Sunil Kumar & Sri Rajeev Kumar both sons of Ramchandra Prasad, residence of Mohalla – Radhuyi , Post- Karu Bagha, P.S- Nimchak Bathani, District- Gaya, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 1063 dated 01.02.2019, book no -1, Volume - 25 page no - 1 to 19, C.D no. 4 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 1250 Sq.Ft. or 3 Decimals, Survey Plot No. 1188, Khata No. 120 lying and situated at mauza- Chitkohra under Revenue Survey Thana-Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

M. **1. Smt. Dropdi Devi 2. Awadhesh Kumar 3. Madhaw Prasad Yadav residence of Mohalla – Raili , Post- Raili , P.S- Pandarak , District- Patna, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 1062 dated 01.02.2019, book no -1, Volume - 24 page no - 579 to 597, C.D no.3 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 1250 Sq.Ft. or 2.86 Decimals, Survey Plot No. 1188, Khata No. 120 lying and situated at mauza- Chitkohra under Revenue Survey Thana-Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the

jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

N. **Smt. Anjani Devi w/o- Lt RAjandhari Singh residence of Mohalla – Padari , P.S- Bihata , District- Patna, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 9643 dated 25.08.2018, book no -1, Volume - 24 page no - 520 to 538, C.D no.39 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 2858 Sq.Ft. or 6.562 Decimals, Survey Plot No. 1202, Khata No. 149 lying and situated at mauza- Chitkohra under Revenue Survey Thana-Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together withundivided proportionate share in the said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

O. **Sri. Sailendra Kumar Ojha S/o- Ramkeshwar Ojha residence of Mohalla – Bajarahiya , P.S- Taraiya , District- Chhapra, and Present Address- Patel Nagr Shashti Nagar Patna the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 7069 dated 08.07.2019, book no -1, Volume - 163 page no - 462 to 480, C.D No. 24 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the

piece of land bearing area of 3796 Sq.Ft. or 8.7144 Decimals, Survey Plot No. 1189, Khata No. 166 lying and situated at mauza-Chitkohra under Revenue Survey Thana-Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement.

P. **Sri. Akhilesh Kumar S/o-Jagdev Singh residence of Mohalla – Gyan Bigha, P.S- Nimchak Bathani , District- Gaya, the land owner** entered into a **Development Agreement** with the Developer/ Promoter, M/s Nutan Construction, vide Deed No. 1064 dated 01.02.2019, book no -1, Volume - 25 page no - 20 to 38, C.D no. 4 registered at the District Registry Office, Patna,whereby the Developer/ Promoter agreed to develop the piece of land bearing area of 1065.71 Sq.Ft. or 2.447 Decimals, Survey Plot No. 1188, Khata No. 120 lying and situated at mauza-Chitkohra under Revenue Survey Thana-Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna to construct thereon a multistoried residential building complex at its own cost on the condition of sharing of the built-up area of the building and parking spaces together with undivided proportionate share in the said piece of land in the ratio 50% (Landowner) : 50% (Developer/Promoter) and upon certain other terms and conditions as contained under the said Development Agreement

Q. The Said Land is earmarked for the purpose of building a residential project comprising 3 (three) multistoried apartment buildings, **Block-** "**A**", **Block-** "**B**", **Block-** "**C**" and **Block-D** the said project shall be known as '**CRESCENT**' ("**Project**");

R. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Lands on which Project is to be constructed, have been completed.

S. The Patna Municipal Corporationhas granted the commencement certificate to develop the Project vide approval dated 08.08.2019 vide Building Application No.PMC-BPAS-00032/19-20/BP and Plan Case No. P/Chitkohra-PRN-1B+G+12/003/19(Revised).

T. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and for the apartment from the PMC**.** The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable;

U. The Promoter has registered the Project under the provisions of the Act with the BiharReal Estate Regulatory Authority at Patna on ……..under Registration No. **……**

V. The Landowners and the Developer/ Promoter have entered into a Supplementary (Share Distribution) Agreement dated the ….day of ……..whereupon the respective shares of the Landowners and the Developer/Promoter in the Project has been well earmarked and delineated in terms of flat/unit/apartments, car parking spaces and proportionate area in land as well as common areas and amenities;

W. The Allottee had applied for an apartment in the Project vide Application dated …… and has been allotted Flat/unit/apartment No. **……..** having carpet area of..... sq. ft. (One Thousand Nineteen point Forty Three square feet), plus exclusive balcony measuring **……. sqft**.(……) and external walls measuring an aggregate area of **……..**on the **……..** floor alongwith Car Parking in the **……**flooin Block- **"……"** of the "**CRESCENT**"as permissible under the applicable law and of *pro*

rata share in the common areas ("**Commom Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" or "**Flat/unit/apartment**"or Unit), more particularly described in **Schedule**-"**A**"and the floor plan of the apartment is annexed hereto and marked as **Schedule**-"**B**");

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

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

Z. 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 knowingly and willingly to enter into this Agreement on the terms and conditions appearing hereinafter.

AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and theAllottee hereby agrees to purchase the **Flat/unit/apartment No.……** on the **…….. Floor**in Block- **"…….'**of the "**CRESCENT**" and one CarParking on the Basementofas specified in para K.

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

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat/unit/apartment/Apartment as specified in Para G.

1.2. The total price for theFlat/unit/apartment No. **……..** on the **…….**th Floor in Block- **"……'** of the "CRESCENT" and one Car Parking on the Basement/Ground Floor,based on the carpet area,is **Rs. ……/-** (RupeesForty Nine Lakhs only) ("**Total Price**")

Block- "….", "CRESCENT", Gola Road, Patna Flat/unit/apartment No. …….. Type..... BHK Floor: ……	Rate of Flat/unit/apartment .....per sq. ft.
Carpet area excluding area of exclusive balcony ..... sq. ft. including internal walls	Rs ..... /-
Area of exclusive balcony ..... sq. ft.	Rs ..... /-
Area of External walls: …… sq.ft.	Rs ..... /-

Common area 30% of carpet area.	Rate included in the rate of carpet area.
One Car parking on the Basement Floor	Price for 1- Rs. ...../-
Total Price (in rupees)	Rs ..... /-

Explanation:

i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Flat/unit/apartment;

ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, presently being 18% less 1/3rd abatement, (effective rate 12%)and Cess or any other similer taxes which may be levied, in connection with the construction of the Project, payable by the Promoter, by whatever name called) upto the dateof handing over the possession of the Flat/unit/apartment to the Allottee and the project to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per the registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded alongwith the Acts/rules/notifications togetherwith dates from which such taxes/levies etc. have been imposed or have become effective;

iv) The Total Price of Flat/unit/apartment includesrecovery of price of land, construction of [not only the Flat/unit/apartment/Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the flat/unit/apartment/ apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/unit/apartment/Apartment and the Project.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charge which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in devolopment charges, cost/charges imposed by the competent authorities,the Promoter shall enclose the said notification/order/rule/regulation to that effect alongwith 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 set out in **Schedule**-"**C**"("**Payment Plan**").

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 1% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at the **Schedule**-"**D**" and **Schedule**-"**E**" (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respectof the apartment, plot or building, as thecase may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then shall refund the excess money paid by Allottee within forty-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 anyincrease in the carpet area allotted to Allottee, the Promoter shall 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 clause 1.2. of this Agreement.

1.8. Subject to **para 9.3.**, the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat/unit/apartment as mentioned below:

i) The Allottee shall have exclusive ownership of the Flat/unit/apartment.

ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common areas alongwith other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clearified that the promoter shall handover the common areas to the Association of Allotteees after duly obtaining the completion certificate from the competent authority as provided in the Act;

iii) That the computation of the price of the Flat/unit/apartment includes recovery of price of land, construction of (not only the Flat/unit/apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring,electrical connectivity to the apartment, lift, water line, and plumbing, finishing with paint, marbles tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per **para11**etc. and includes cost for providing

all other facilities, amenities and specifications to be provided within the Flat/unit/apartment and the Project.

iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Flat/unit/apartment, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the Flat/unit/apartment alongwith CarParking Space (open/covered), shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of, and/or linked/combined with, any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the flat/unit/apartments 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 and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the flat/unit/apartments/apartment to the Allottees, the

Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottees has paid a sum of **Rs ...../-**(Rupees ……..only) as booking amount being part payment towards the Total Price of the Flat/unit/apartment at the time of aplication the receipt of which the promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat/unit/apartment as prescribed in the Payment Plan [**Schedule-'C'**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules(presently 2% above the PLR/Base Rate/MCLR of State Bank of India with any modifications thereof from time to time).

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule-"C"**] through A/c Payee cheque/demand draft/banker's cheque or online payment in favour of "**Nutan ConstructionCRESCENT ESCROWA/c"** payable at Patna.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act,1934 and the Rules and Regulations made thereunder or any statutory amendment(s)/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in this regard to matters specified in **para3.1.** above. The Allottee shall keep thePromoter fully indemnified and harmless in this regard. Whenever ther is any change in the residential status of the Allotteesubsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat/unit/apartment/apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorises the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Alottee against the Flat/unit/apartment, it any, in his/her name and the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the Flat/unit/apartment to the Allottee and common areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of theFlat/unit/apartment/Apartment and accepted the Floor Plan, Payment Plan and the Specifications, amenities and facilities [annexed alongwith this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, anenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bihar Building Byelaws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

7.1. Schedule for possession of the said Flat/unit/apartment/Apartment- The Promoter agrees and understands that timely delivery of possession of the Flat/unit/apartmentto the allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter aasures to handover possession of the Flat/unit/apartment alongwith ready and complete common areas with all specifications, aminities nad facilities of the project of the Flat/unit/apartment/Apartment on August, **2025** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of the Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat/unit/apartment/Apartment, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intemate the allottee about such termination atleast 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession-The Promoter, upon obtaining the occupancy certificate*from the competent authority shall offer in writing the possession of the Flat/unit/apartment/Apartment, to the Allottee in terms of this Agreement to be taken within 2 (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 br carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documantation on the part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be after the issuance of the completion certificate for the Project.The promoter shall handover the occupancy certificate of the Flat/unit/apartment/Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Flat/unit/apartment/Apartment-Upon receiving a written intimation from the Promoter as per **clause 7.2.**, the Allottee shall take possession of the Flat/unit/apartment/Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/unit/apartment/Apartment 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.**

7.4. Possession by the Allottee – After obtaining tne occupancy certificate* and handing over physical possession of the Flat/unit/apartment to the Allottee, it shall be be the responsibility of the Promoter 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 handover the necessary documents and plans including common area, to the Association of Allottees or the cometent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6. Compensation -

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a *Force Majeure* event, if the promoter fails to complete or is unable to give possession of the Flat/unit/apartment/Apartment(i)in accordance with the terms of this Agreement, duly completed by the date specified in **para 7.1.**; or (ii)due to discountinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on

demand to the Allottee, in case the Allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat/unit/apartment/Apartment, with interest at the ratepresribed in the Rules including compensation in the manner as provided under the Actwithin 45 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Flat/unit/apartment/Apartment, which shall be paid by the Promoter to the Alllottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

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

(ii) The Promoter 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 or the Flat/unit/apartment/Apartment;

(iv) There are no litigations pending before any court of law with respect to the said Land, Project or the Flat/unit/apartment/Apartment;

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

(vi) The promoter has the right to enter into this Agreement and 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 Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Flat/unit/apartmentwhich will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/unit/apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat/unit/apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part therof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter 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 respectto the said project to the competent Authorities till the completion certificate has been issued and possession of Flat/unit/apartment/Apartment, Plot or Building, as the case may be, alongwith common areas (equipped with all specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the competent authority, as the case may be;

(xii) No notice from the government or any other local body or authority or any legislatve enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the *Force Majeure* clause, the Promoter shall be considered under a Condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the Flat/unit/apartmentto 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 puroese of thispara, 'ready to move in possession' shall mean that the Flat/unit/apartment/Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the cumpetent authority;

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

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating The Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat/unit/apartment, alongwith interest at the rete prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does notintend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat/unit/apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3. The Allottee shall be considered under a Condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make paymens for 2 (two)consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case the default by Allottee under the condition listed above, continues for a period beyond3 (three) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of theFlat/unit/apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID FLAT/UNIT/APARTMENT/APARTMENT:

The Promoter, on receipt of Total Price of the Flat/unit/apartmentas per **para 1.2.** under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/unit/apartment togetherwith proportionate

indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issuance of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies) in regard threto.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/PROJECT:

The Promotershall 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 the issuance of completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Flat/unit/apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structuraldefect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/ Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parkings 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 Flat/unit/apartment/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "CRESCENT", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, tranformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments 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 Allottees formed by the allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to **para 12** above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat/unit/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 Flat/unit/apartment/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 addition to the Flat/unit/apartment and keep the Flat/unit/apartment/Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate,neonlight, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or paining 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 Flat/unit/apartment/Apartmentor place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including theouter and load bearing wall of the Flat/unit/apartment.

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

15.4. The Allottee agrees and undertakes to pay regularly and punctually,from the date of possession of the Flat/unit/apartment,the proportionate share of municipal rents and taxes on the basis of the municipal assessment and of all the outgoings calculated either on actual amount in respect of the said Flat/unit/apartment including all rates, dues, duties, common utilities maintenance charges including running charges, repairs, salaries of the employees (bill collector, guard, liftman, sweepers, electrician, plumber etc.) and all other expenses incidental to the maintenance of the said Flat/unit/apartmentas may be determined or fixed by the Developer/Promoter or the Maintenance Committee as service charges, on or before the 7th day of every month.

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

The Parties are entering into this Agreement for the allotmentof a Flat/unit/apartmentwith the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS :

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Flat/unit/apartmentand 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 Flat/unit/apartment.

Provided, however, the Promoter shall always be entitled to create equitable or any other mortgage of the land and building of his share for the purpose of raising finance for the project but the Promoter shall be bound to liquidate all such loans, if obtained, with interest thereon, before or at the time of completion of the project.

Provided further that the Promoter shall not be liable for any loan raised by the Allottee for the purpose either to purhase the said Flat/unit/apartment or against the security of the said flat/unit/apartment.

Provided further that the Promoter shall also be entitled to create equitable or any other mortgage of those part of the building of his share which have not been allotted or sold out to anyone and isstill under the absolute ownership of the Promoter, for the purpose of raising finance for any of the purpose,whatsover, of the Promoter at his own desire. The Allottee herein shall have no objection in the Promoter exercising his lawful right in the manner aforesaid.

19. APARTMENT OWNERSHIP ACT :

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006. The Promoter showing compliance of various laws/regulations as applicable in the State of Bihar.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the

Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith the payment 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 Sub-Registrar at Danapur, Patna or Patna Sadar (Bihar) as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT :

This Agreement, alongwith its schedules, constitutes the entire Agreement brtween the parties with respect to the subject matter hereof and supersedes any and all understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Flat/unit/apartment/Apartment, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISION 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 Flat/unit/apartment, in case of a transfer, as the said obligations go alongwith the Flat/unit/apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE :

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the PaymentPlan[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 Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

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

Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same be the proportion which the carpet area of the Flat/unit/apartment bears to the total carpet area of all the flat/unit/apartments/Apartment in the Project.

27. FURTHER ASSURANCES :

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

…….
SON OF ……..
……..

SRI SANJAY KUMAR SINHA (PARTNER)
M/S NUTAN CONSTRUCTION.

8TH FLOOR, NUTAN PLAZA, BANDAR BAGICHA, PATNA-800001.

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

30. JOINT ALLOTTEES

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

31. SAVINGS:

Any application, letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the Apartment,

flat/unit/apartment, plot or building as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made hereunder.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

(1) Signature: ……..

Name : ……..

Address : ……..

(2) Signature: ……..

Name : ……..

Address : ……..

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:
For **NUTAN CONSTRUCTION**

PARTNER
Signature (Authorised Signatory)
Name : Sri Sanjay Kumar Sinha
Address : M/s NUTAN CONSTRUCTION
8th Floor, Nutan Plaza,
Bandar Bagicha, Patna- 800 001

AtPatna on .....in the presence of :

WITNESSES:

(1) Signature: ……..

Name : ……..

Address : ……..

(2) Signature: ……..

Name : ……..

Address : ……..

"DESCRIPTION OF LAND"

Lot- I (M/s Shalimar Cold Storage)

Piece & parcel of land bearing area of 63,6982 katha equivalent to 199.0569 Decimals (approx.), Survey Plot No. 1185, 1186, 1189, 1190, 1191, 1194, 1200, 1201, 1202, 1203 and 1204 appertaining to Khata No. 44,54,84,118,135,141,149 and 154, lying and situated at Mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna and bounded as follows :-
North- Survey plot No. 1194, 1195, 1196, 1197, 1198 & 1252;
South- Survey Plot No. 1185, 1186, 1188, 1190, 1191 & 1204;
East – Survey Plot No. 1199, 1201, 1202 & 1203;
West – Survey Plot No. 1191, 1192, 1193& pain (Drainage)

Lot- II (M/s Shalimar Cold Storage)

Piece & parcel of land bearing area of 9021.86625 Sq.Ft. or 20.7113 Decimals, Survey Plot No.1190, 1202, 1198 and 1199 appertaining to Khata No. 144, 149 and 120 lying and situated at Mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi

No.5237, Old P.S- Gardani bagh Present P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

North :
South :
East :
West :

Lot- III (Syed Minhaj Ashraf)

Piece & parcel of land bearing area of 1292.62336 Sq.Ft. or 2.968 Decimals, Survey Plot No.1194 appertaining to Khata No. 165 lying and situated at Mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, Old P.S- Gardani bagh Present P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna

Lot- IV(Supriya Bhagat)

The piece of land bearing area of 2500 Sq.Ft. or 5.740 Decimals, Survey Plot No.1187 appertaining to Khata No. 135 lying and situated at Mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, Old P.S- Gardani bagh Present P.S- Beur in the town & District of Patna.

Lot- V (Madhuri devi)

The Piece of land bearing area of 1705 Sq.Ft. or 3.914 Decimals, Survey Plot No.1191, Khata No.151 lying and situated at Mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, Old P.S- Gardani bagh Present P.S- Beur in the town & District of Patna.

Lot- VI (Kiran Sinha)

The piece of land bearing area of 1710 Sq.Ft. or 3.925 Decimals, Survey Plot No.1191, Khata No. 151 lying and situated at Mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, Old P.S- Gardani bagh Present P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

Lot- VII (Kameshwar Prasad Singh)

The piece of land bearing area of 9581 Sq.Ft. or 22 Decimals, Survey Plot No.1183 part, Khata No. 120 lying and situated at Mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, P.S- Gardani bagh in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

Lot- VIII (Shyam Prasad & others)

The piece of land bearing area of 8274.88 Sq.Ft. or 19 Decimals, Survey Plot No.1201 and 1186, Khata No. 130 lying and situated at mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S - Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

Lot- IX(lal babu & others)

The piece of land bearing area of 2177.6 Sq.Ft. or 5 Decimals, Survey Plot No. 1186, Khata No. 130 lying and situated at Mauza- Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

Lot- X(Anjani Devi)

The piece of land bearing area of 2857.8 Sq.Ft. or 6.562 Decimals, Survey Plot No. 1202, Khata No. 149 lying and situated at Mauza-Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

Lot- XI(Rajeev Kumar and Sunil Kumar)

The piece of land bearing area of 1075.7 Sq.Ft. or 2.47 Decimals, Survey Plot No. 1188, Khata No. 120 lying and situated at Mauza-Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

Lot- XII(Akhilesh Kumar)

The piece of land bearing area of 1065.71 Sq.Ft. or 2.447 Decimals, Survey Plot No. 1188, Khata No. 120 lying and situated at Mauza-Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

Lot- XIII (Nutan Construction)

The piece of land bearing area of 850.5 Sq.Ft. or 1.953 Decimals, Survey Plot No. 1203, Khata No. 154 lying and situated at Mauza-Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

Lot- XIV (Shailendra Kumar Ojha)

The piece of land bearing area of 3796.00 Sq.Ft. or 8.7144 Decimals, Survey Plot No. 1189, Khata No. 166 lying and situated at Mauza-

Chitkohra under Revenue Survey Thana- Phulwari, Thana no.17, Tauzi No.5237, old P.S- Gardani bagh, new P.S- Beur in the town & District of Patna, within the jurisdiction of the Sub - and Sadar Registration Office and Town & District of Patna.

SCHEDULE-'A'

(Description of the Flat/unit/apartment/Apartment And the Car Parking Space alongwith boundaries)

Apartment :"CRESCENT"

Location :CHITKOHRA, PATNA

Flat/unit/apartment No. : ……..

Floor.....Floor

Block : "..... "

Area : in Sq. ft

(a) Carpet area of flat/unit/apartment excludig (b) and (c) below ……

(b) area of exclusive balcony …….

(c) area of external walls …….

……

Super built-up are of the flat/unit/apartment is .....Sqft.

Bounded in the-

North .....of the building;

South .....of the building;

East.....of the building;

West .....of the building;

No. of Car Parking :……..

Basement/Ground Floor :……

SCHEDULE-'B'

(Floor Plan of the Flat/unit/apartment/Apartment)

Drawing of flat/unit/apartment.

SCHEDULE-'C'

(Payment Plan)

PERIOD	AMOUNT IN %
At the time of booking	10%
On execution of agreement	10%
On excavation & foundation	10%
On commencement of basement floor slab	7%
On commencement of 3rd floor slab	7%
On commencement of 6th floor slab	7%
On commencement of 9th floor slab	7%
On commencement of 11th floor slab	7%
On commencement of brick work	7%
On commencement of flooring work	7%
On commencement of internal plaster	7%
On commencement of external plaster	7%
On commencement of finishing work or at possession of flat/unit/apartment	7%

Payment plan can be revised with mutual consent of both parties.

SCHEDULE- 'D'

(Specifications, Amenities and Facilities of the Flat/unit/apartment)

SALIENT FEATURES

- Elegantly planned three towers of basement + stilt + 12 upper floors with large central garden.
- Ample parking space.
- R.C.C. frame structure with brick filler wall.
- Earthquake resistant structure.
- 24 hours fresh water supply from own bore well.
- 100% generator back up for common areas and 500w power back up in each flat/unit/apartment

SPECIFICATIONS

FLOORING :

- Vitrified tile from reputed brands like Nitco, Kajaria, Varmora, Simpolo, Asian or equivalent brand.

TOILETS:

- Ceramic tiles of reputed make like Nitco, Kajaria, Varmora, Asian, Simpolo and equivalent brand on floor and walls upto 7'-0" height.
- Sanitary ware from Parry ware / Hindware/Jaquar/ Equivalent brand.
- All CP fitting will be from Jaquar / marc/ equivalent brands.
- Power plug for geyser.

KITCHEN:

- Granite platform with S.S. Sink.
- Glazed tiles dado up to 2" 0' above the platform.
- 2 power plugs for micro-wave and mixer.

DOOR:

ALL DOORS:

- Flush door with both side painted with enamel paint.

DOOR FRAME:

Salwood / Red mirandi/ Kapoorsal/ Hardwood

LOCKS:

- Mortise handle in SS finish with door set/ link/ other equivalent brand on doors.

WINDOWS:

- Anodized aluminum section or equivalent.

RAILING:

- M.S Painted railings for all balconies.

ELECTRICAL:

- Copper wiring in concealed P.V.C. Conduits. Sufficient light points.
- Provision for T.V. Points in each bedroom and drawing room.
- Telephone points in drawing room & master bedroom.
- Modular switches of branded company.

FINISHES:

- External - one coat of plaster with weather coat paint (Asian paints / ICI / Berger) on wall putty or texture.
- Internal - P.O.P with one coat primer.

PARKING:

- Car parking spaces on ownership basis on ground floor /basement floor/ open parking space. On extra cost.

SCHEDULE- 'E'

(Specifications, Amenities and Facilities of the Project)

SALIENT FEATURES

- Elegantly planned three towers of B+G+12 floors with large central garden.
- Ample parking space.
- R.C.C. frame structure with brick filler wall.
- Earthquake resistant structure.
- Lift lobby with the provision of sittings at ground floor.
- lift of reputed make - Otis/Kone/ThyssenKrupp/Johnson/equivalent brand.
- 24 hours cable intercom system from gate to all the apartments for the top security with CCTV in the entire campus.
- Complete fire fighting system as per fire fighting norms.
- 24 hours fresh water supply from own bore well.
- Attached servant room with toilet for selected flat/unit/apartments.
- Guard room, common toilet and bath on ground floor.
- 100% generator back up for common areas and 500w power back up in each flat/unit/apartment.

SPECIFICATION

FLOORING:

Vitrified tile from reputed brands like Kajaria, Varmora, Simpolo, Asian or equivalent brand in the common spaces.

- RAILING :

M.S Painted railings for all balconies.

ELECTRICAL:

- Copper wiring in concealed P.V.C. Conduits. Sufficient light points.
- FINISHES :
- External - one coat of plaster with weather coat paint (Asian paints / ICI / Berger) on wall putty or texture.
- Internal - P.O.P with one coat primer.