

15/9/23

Agreement For Sale

This Agreement for sale ("Agreement") executed on this day of 2023.

By and Between

M/s **Tribhuvan Developers and Construction Pvt. Ltd.** (CIN No. **U45200BR1997PTC007874**), a company incorporated under the provisions of the Companies act ,(1956 or 2013, as the case may be, having its registered office at Rajendra Nagar Road No.1B, Patna 800016(PAN – AACCT0272C), represented by its authorized signatory **Mr . Mithilesh Kumar** (Aadhar No. **6384-9855-4824**.) S/o Late Ramjee Prasad authorized by board resolution dated 30/04/2012 hereinafter referred to as the " Promoter "(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor –in – interest , and permitted assigns).

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And

..... hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her, executors, administrators , successors –in – interest and permitted a assigns.

The promoter and allottee shall hereinafter collectively be referred to as the "parties" and individually as a "Party".

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DEFINITIONS:

For the purpose of this agreement for sale , unless the context otherwise requires ,-

- (a) "Act means the real estate (Regulations And Development) Act ,2016 (16 of 2016);
- (b) "appropriate Government " means the state government .
- (c) "Rules" means the Bihar State the Real Estate (Regulation and Development) (General) Rules, 2017 made under the real estate (Regulation and development Act,2017;
- (d) "Regulations" means the Regulations made under the real estate (Regulation and Development Act, 2017.
- (e) "Section" means a section of the act.

Whereas:

- A. (1) **Sri Arun Kumar Mishra** is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 323.05 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 05.06.2002 registered as documents no. 3219 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 11.03.2016 registered as document no. 3334 at the office of the Sub-Registrar; (2) **Sri Manindra Manish**, is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 323.05 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 30.08.1990 registered as documents no. 7938 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 02.12.2015 registered as document no.12152 at the office of the Sub-Registrar; (3) **Smt Asha Prabha** is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 323.05 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 30.08.1990 registered as documents no. 7937 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 02.12.2015 registered as document no.12152 at the office of the Sub-Registrar (4) **Smt Gita Singh**, is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 397.30 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 01.11.1990 registered as documents no. 11264 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 18.12.2015 registered as document no.12953 at the office of the Sub-Registrar (5) **Sri Vaidyanath Pd Singh**, is the absolute **and** lawful owner of khasra No.50.,

Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 317.84 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna(“Said Land”) *vide* sale deed(s) dated 26.06.1990 registered as documents no. 3530 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 18.12.2015 registered as document no.12953 at the office of the Sub-Registrar (6) **Smt. Manju Prabha**, is the absolute **and** lawful owner of khasra No.50., Mauza-Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 156.60 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna(“Said Land”) *vide* sale deed(s) dated 15.06.1990 registered as documents no. 3225 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 18.12.2015 registered as document no.12953 at the office of the Sub-Registrar (7) **Sri Dineshwar Prasad Singh**, is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 156.60 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna(“Said Land”) *vide* sale deed(s) dated 15.06.1990 registered as documents no. 3226 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 18.12.2015 registered as document no.12953 at the office of the Sub-Registrar.

- B. The said Land is embarked for the purpose of Building a [Residential] project comprising multistoried apartment buildings and the said project is known as ‘**Tribhuwan’s Garden**’ (“Project”);
- C. The promoter is fully competent to enter into this Agreement and all the Legal formalities with respect to the right, title and interest of the promoter regarding the said land on which the project is to be constructed have been completed ;
- D. The Patna Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 04.01.2018 bearing letter no.105 .
- E. The Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the Project and also for the apartment, plot or building, as the case may be, from Danapur Nagar Parishd. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna no. **BRERAP00257-2/467/R-189/2018**; on under registration.
- G. The Allottee had applied for an apartment in the Project *vide* registration no. **BRERAP00257-2/467/R-189/2018.dated 26.09.18** .and has been allotted apartment/flat no. 103 having carpet area of **897** square feet, type 3-BHK, on First floor in [tower/block/building] no.”B” (“**Building**”) along with garage/closed parking no. 103 admeasuring As per provided in the *Ground Floor* [*Please insert the location of the garage/closed parking*], as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under

clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

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

I. N.A.[*Please enter any additional disclosures/details*]

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

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. 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 the Allottee hereby agrees to purchase the [Apartment] and the garage/closed parking (if applicable) as specified in Para G;

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment] as specified in Para G;

1.2 The Total Price for the [Apartment] based on the carpet area is **Rs...../-** (Rupees only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. Apartment/Flat no..... Type Floor	Rate of Apartment per square feet*
(Total Price in rupees)	 only (Including one garage)

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of

common areas, preferential location charges, taxes , maintenance charges as per para 11 etc., if as applicable .

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2
Total price (in rupees)	Including cost price of Flat.

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the 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 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 demand 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 along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of [Apartment] includes recovery of price of land, construction of [not only the apartment but also]the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, window, fire detection, and fire fighting equipment in the common areas, maintenance charges as per para 11etc.and includes cost for providing all other facilities, amenities and specification to be provided within the [Apartment] and the project; v
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any granted to the said project by the authority , as per the act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** (**"Payment Plan"**).
- 1.5 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 in at Schedule 'D' and schedule 'E' (Which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, 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.
- 1.6 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 within the defined limit then Promoter 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 any increase in the carpet area, of the apartment allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in

schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment] as mentioned below:
- i. The Allottee shall have exclusive ownership of the [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 along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - iii. That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electric connectivity to the apartment, lift, water line and plumbing, finishing with the paint, marbles, tiles, doors, window, 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 specification to be as provided within [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 apartment, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with one garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other 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 Allottee has paid a sum of/- (Rupeesonly) as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan[Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'Tribhuwan's Garden' 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 Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 shall 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 Whenever there is any change in the residential status of the Allottee subsequent 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 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 authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment], if any, in his/her name as 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 [Apartment] to the Allottee and the common areas to the association of the 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 the [Apartment] and accepted the floor plans, Payment plan and the specifications amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the bye – laws, FAR and densities norms and provisions prescribed by the Danapur Nagar Parishad [*Please insert the relevant State laws*] 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 [Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on First floor, 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 [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

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 [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 be carried out by the promoter within three months from the date of issue of Occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of completion certificate for the project. The Promoter shall hand over the occupancy certificate of the 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 [Apartment]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [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 [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 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 the occupancy certificate* and handing over physical possession of the [Apartment] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of local law, the promoter shall handover the necessary document and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within 30 days of 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.

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; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment];

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the 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 [Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The 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 [Apartment] which 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 [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 [Apartment] to the Allottee and the common areas to the Association of the 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 thereof 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 respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the allottee and the association of the 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 legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the 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 [Apartment] to the Allottee within the time period specified in para 7.1 or fails to complete the project

within the stipulated time disclosed at the time of registration of the project with the authority . For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent 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 there under.

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 penal 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 apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment], which shall be paid by the promoter to the allottee within 45 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 payments for 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 specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the 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 months of from the date of issuance of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty, registration charges within the period mentioned in the notice, the allottee authorize 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.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment].

12. 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/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

13. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the " **TRIBHUWAN'S GARDEN**" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [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 allottees and/or maintenance agency appointed by association of allottees and or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties is entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

16. 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, layout plan, sanctioned plan and specification, amenities and facilities has been approved by the competent authority(ies) except for as provided in the Act.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has

taken or agreed to take such [Apartment].

18. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar state ownership apartment act.

The Promoter showing compliance of various laws/regulations as applicable in

Bihar.

19. 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 along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) 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.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

21. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent

Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 there under 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment] bears to the total carpet area of all the [Apartments] in the Project.

25. 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 perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. 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, 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. Hence this Agreement shall be deemed to have been executed at .

27. 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:

..... (Name of Allottee)
..... (Allottee Address)

M/s Tribhuwan Developers & Construction Pvt Ltd. (Promoter name)
MBS Tribhuwan Garden, Road No.1F, BSEB Colony, Patna (Promoter Address)

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.

28. 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.

29. SAVINGS

Any Application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the 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 constructed to limit the rights and interest of the allottee under the Agreement for sale or under the act or the rules or the regulations thereunder.

30. 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 there under including other applicable laws of India for the time being in force.

31. DISPUTE RESOLUTION

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

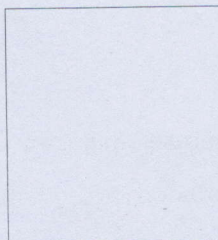
[Please insert any other terms and conditions as per the contractual understanding]

between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nagar Parishad, Danapur (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)



At _____ on _____ in the presence of

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(Authorized Signatory)
Mithilesh Kumar.

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' – SPECIFICATION, AMNETIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

SCHEDULE 'E' - SPECIFICATION, AMNETIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

(The schedule to this agreement for sale shall be as agreed to between the parties.)

Schedule A

All that a **flat no.**, on Floor facing towards facing measuring **sft.** Of carpet area with a car parking space including the right of undivided proportionate share in the land of the building known **Tribhuwan's Garden"** constructed over the land of above schedule –I, situated at Mauza- Kothwan, Known as Mohalla – Kothwan, Present P.S- Danapur, registry Office – Danapur Nagar Parishad, and District Patna, and the same is bounded as follows :-

BOUNDRY OF FLAT:

North : Flat No.....
South :
East :
West :

BOUNDRY OF BUILDING :

North : Plot No.48 (Vijay Bihar Sahkari Grih Nirman Samiti Ltd).
South : Akhilanandan Singh / Branch Road.

East : Part of plot no.50.

West : Ram Kailash Singh.

Schedule B

(As per Sanction Plan)/ Floor Plan.

Schedule C

PAYMENT SCHEDULE

At the time of registration -	-	10 %.
Foundation	-	30 %
Superstructure	-	30 %
Brick work / plaster/ flooring etc.	-	10 %
Finishing	-	10 %
Completion	-	<u>10 %.</u>
Total	-	100 %.

Schedule D

(Specification)

The Highlight of our project is proper access of light and ventilation which is so important for the healthy living. Here below are given some other relevant information regarding the project:

- (1) Foundation :RCC cast-in-situ under-rimmed bore pile foundation /Raft Foundation/ Isolated foundation.
- (2) Structure :RCC frame structure.

- (3) Civil work : First class Brick masonry walls in cement mortar .
- (4) Doors : All doors frames of Sal Wood with flush door shutters painted with Enamel paint.
- (5) Window : All window will be made in frames of either Sal wood and Pallas of 1st class Gamhar Wood / Aluminium / UPVC made with glass panes.
- (6) Plaster : ½" thick plaster in cement mortar (1:6) on brickwork and on ceiling
- (7) Flooring : Designer marble/ vitrified tiles in all flats
- (8) Kitchen : Flooring with marble , Cooking platform with granite top, sink of Stainless steel, Glazed tiles in Dado up to 2' above working top .
- (9) Sanitary Ware : All CP fittings and sanitary ware of standard make with Provision of hot & cold water connections in all bathrooms.
- (10) Electricals : Concealed PVC conduit pipe shall be laid with ISI approved (Havells, Anchor etc.) copper wires properly insulated as required. Power point in all bedrooms, kitchen, toilet, etc. . Switches of modular range .
- (11) Telephone & T.V. Point : To Be provided in living room.
- (12) Finishing : All internal walls & ceiling finished & Smoothened with putty /POP. External surfaces by Acro/ polymer based water repellent External paint .

Schedule E

- (1) Water Supply : Self boring and supply through over – head water- tank.
- (2) Generator : A quality generator of standard make, ISI approved is to be provided to meet the supply of power (500w) in all flats during power – cut situations.

(3) Security

:Close circuit camera to be provided all around the building

(4) Intercom

: Intercom Facilities is being provided.