

DEED OF ABSOLUTE SALE
(CONVEYANCE DEED)

This Deed of Absolute sale executed on this the ...day of
(.....)

BY

M/S ACCOCCA DEVELOPERS PRIVATE LIMITED (CIN NO. U45209BR2020PTC047284), a Company incorporated under the Company's Act 2013 as the case may be) and having its registered office at – 1st Floor, Mangal Market, Pillar No. - 71, Sheikhpura, Raja Bazar, Patna-800014, District - Patna, Bihar, India, through its Representative Mr. Chandra Shekhar Prasad S/o Late Jagdish Prasad residing at C/201, Sundari Enclave, Road No.- 41, Dhirachak, Anisabad, Patna-800002, District – Patna, Nationality Indian, hereinafter called the Developer/Builder/Vendor of the (which expression shall, unless repugnant to the subject or context, mean and include its executors, administrators, representatives, successors and assigns) of the FIRST PART.

PAN-AATCA8053F

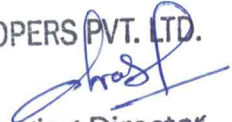
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IN FAVOUR OF

MR/MRS....., son/daughter/wife of,
resident of, P.O.-, P.S. -
District-, PIN..... Nationality Indian, hereinafter
referred to as the 'Purchaser' of the SECOND PART.

PAN -

Mobile -

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WHEREAS, the Builder/Developer is a company with the object of acquiring and developing land in accordance with the need of its Purchasers/members and doing construction of building/apartments and subsequently allotting them to interested persons.

AND WHEREAS, the Developer agreed to sell and the purchaser agreed to purchase ALL THAT Plot No. -..... more fully described in Second Schedule, more fully described in the Second Schedule hereunder and hereinafter referred to as the 'SAID UNIT' at and for an aggregate consideration of/- (Rupees only) But the stamp duty is being paid on the Govt. value of/- (Rupees only).

AND WHEREAS, the purchaser has paid the said entire consideration of/ (Rupeesonly). for the Flat etc. (fully described in Second Schedule of this deed), the receipt where of the vendor of the First part doth hereby as well as under the Memo of consideration set out hereunder admit and acknowledge and of and from the same and every part there of doth hereby acquit, release and forever discharge the Purchaser and/or the said unit hereunder conveyed and obtained possession of the said unit.

AND WHEREAS, the purchaser has requested the vendor to grant and execute the conveyance of the said unit.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. That in pursuance of the said Agreement and in consideration of the said aggregate sum of/- (Rupees only). only paid by the purchaser to the vendor of the First Part on different dates (the receipt where of the Vendor/Builder doth hereby as well as under the Memo of consideration set out hereunder admit and acknowledge and of

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and from the same and every part there of doth hereby acquit, release and forever discharge the purchaser and/or the said unit hereunder conveyed) the vendor doth hereby grant, transfer, convey, assign and assure unto the purchaser the said unit more fully described in the second schedule.

2. The vendor hereby covenants with the purchaser his/her heirs and assignees as follows:-

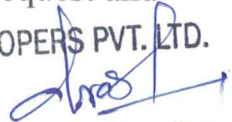
(a) The vendor is lawfully seized and possessed of the said unit and indefeasible estate of inheritance in free, simple in possession or an estate equivalent there to free from all attachments, encumbrances, liens, lis pendens whatsoever without any manner or condition of use or trust or other thing whatsoever to alter, defeat, encumber or make void the same AND the vendor that now in itself good rightful power and absolute authority to grant, convey, transfer, sell, assure and assign the said unit hereunder hereby granted, conveyed, sold, transferred and assured or intended so to be unto and to the use of the said purchaser in the matter aforesaid.

(b) It shall be lawful for the purchaser, his her heirs or assigns from time to time and at all times hereafter to quietly enter into and upon the said unit hereby conveyed and transferred unto the purchaser and every part thereof and to enjoy the said unit.

(c) The said unit is free from all attachments, encumbrances, liens, trusts and lis pendens and freely, clearly and absolutely acquired, exonerated and released or otherwise by and at cost and expenses of the vendor well and sufficiently indemnified of from and against all or any manner of claims, demands, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the vendor or any person lawfully or equitably claiming as aforesaid.

(d) The vendor and estate right, title and interest unto or upon the said unit hereby so conveyed and transferred unto the purchaser or any part thereof under or in trust for the vendor and at all times hereafter upon every reasonable request and

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cost of the purchaser make do acknowledge, execute, perfect all such further and other lawful and reasonable deeds, assurances, matters and things whatsoever for further and better and more perfectly assuring the said unit unto the purchaser in manner aforesaid as may be reasonable required.

3. PROVIDED ALWAYS it is hereby expressly agreed by and between the vender and the purchaser at that terms, conditions, stipulations covenants contained herein including the schedules hereunder shall prevail and have overriding effect not withstanding anything to the contrary contained in any other document exchanged by and between the parties hereto and the purchaser shall not be entitled to make claim or demand any compensation or damages from the vendor for any deviation or alteration in the terms, conditions, stipulations and covenants between the said Agreement for sale and these presents and the purchaser hereby waived all such rights, if any, in consideration of the terms, conditions, stipulations, and covenants contained in these presents.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:-

(Description of total land on which 12196.8 SQft. Has been Sale)

Boundary of the entire land :

East – Branch Road

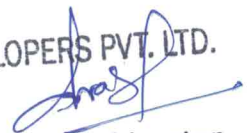
West – Branch Road

North – Ramvilash Yadav & Sri Ram Lagan Yadav

South – Rajdev Prasad

Note :- Govt. value is mentioned at **Code No.&**

Zone - of M.V.R. 2,24,05,000/-

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THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO :-

(Description of the said unit)

(i) All that Plot no. 2328 & 2329 measuring 12196.8 sq.ft.

(..... square feet) built up area is bounded by :-

Boundary of the Flat :

North -

South -

East-

West-

Constructed on the said plot of land fully described in the First

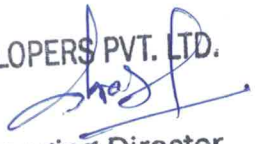
Schedule herein above referred to and comprising of the

Following :-

Details Schedule of

1. Total Area of the land 12196.8 sq.ft.
2. Total Govt. value of the plot 2,24,05,000/-

Certified that Plot of this deed is free from all kinds of encumbrances, acquisition and requisition, liens, charges and attachments and also free from Khas Mahal, Gairmazarua, Ceiling, Bhoodan, Red Card, Kaiser-e-Hind, Religious Trust Board, Waqf Board and other kinds of Government land. If the said Duplex is found effected, the vendor of this deed shall be liable and responsible for the same.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands in presence of the witnesses, on the day, month and year first above written.

WITNESSES :-

1.
.....
.....
2.
.....
.....

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Signature of the Vendor

Signature of the vendee

AGREEMENT FOR SALE

This Agreement for sale executed on this date day of month, 20.....

By and Between

M/S ACCOCCA DEVELOPERS PVT. LTD., (CIN No U45209 BR 2020 PTC 047284) a company incorporated under the provisions of the Companies Act, (1956 or 2013, as the case may be) having its registered office at 1st floor Mangal Market, Sheikhpura Patna and its corporate office at at 1st floor Mangal Market, Sheikhpura Patna . PAN no. AATCA8053F represented by its authorized signatory Chandra Shekhar Prasad (MD) Aadhar no.) 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).

Mr. Ms. Aadhar no.....) son/ daughter of Aged about 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/her heirs, executors, administrators, in-interest, and permitted assigns).

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

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Registration and Development) Act, 2016 (16 of 2016)
- (b) "Appropriate Government" means the State Government.
- (c) "Rules means 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 made under the Real Estate (Registration and Development Act, 2017.
- (e) "section" means a section of the Act.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of (Khasra nos. 2328 (Part), 2329 (part) /survey nos.) totally admeasuring 1133.41 square meters situated at Mauza- Beur, Survey Thana-Phulwari Sarif, Tauzi No. 5071, Thana No. 33, P.S. Beur, In Tehsil & District Patna Vide sale deed(s) dated 08.12.2020 registered as documents no.10102 at the office of the Sub- Registrar.
- B. The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **Geeta Palace**

- 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 Promote regarding the Said Land on which Project is to be constructed have been completed,
- D. The..... has granted the commencement certificate to develop the Project vide approval dated..... Bearing registration no.....
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case, maybe, from..... The Promoter agrees and undertakes that it shall not make any charges 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 aton..... under registration no.....
- G. The Allottee had applied for an apartment in the Project vi de application no..... dated And has been allotted apartment no.....having carpet aea ofsquare feet, type.....,on..... Floor in no.....("Building") along with garage/covered parking no..... admeasuring square feet in the, as permissible under the applicable law and of pro rata share in the common areas(Common Area") as defined under clause(n) of Section 2 of the Act (hereinafter referred to as the "Apartment" moe particularly described in Schedule A and the floor plan of the apartment in annexed hereto and marked as **ScheduleB**)
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligation detailed herein,
- I.
- 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, relaying 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 mutally agreed upon by and between the parties, the Promotes hereby agrees to sell and the Allottee hereby agrees to purchase the and garage/ covered 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 agrees 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 as specified in para G.

1.2 The Total Price for the based on the carpet area is Rs. (Rupees Only ("Total Price").

Block/ Building/ Town no.	Rate of Apartment per square feet"
Apartment no.....	
Type	
Floor	
Total price (in rupees)	

Garage/ Covered parking -1	Price for 1
Garage/ Covered parking -2	Price for 1
Total price (in rupees)	

Explanation:

- (i) The Price above include the booking amount paid by the allottee to the promoter by way the
- (ii) The Total Price above include 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, by whatever name called) up to the date of handing over the possession of the apartment/ plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the competition certificate.
- (iii) The promote shall periodically intimate in writing to the Allottee, the amount payable as started 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 along with the acts/rules/ notifications

together with date from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of includes recovery of price of land, construction of the common area, 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 fire fighting 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(.....) and the project.

1.3 The Total price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and /or any other increase in charges which may be levied or imposed by the competent authority from time to time. The 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**

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 @..... % 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, layouts plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule-D and Schedule- Ein respect of the apartment,plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the promoter may make such minor additions or alternations as may be required by the Allottee, or such minor charges or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate” is 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 reduction in the carpet area then the promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as Provided in Schedule-C All adjustments shall be made at the same rate per square feet as agreed in para 1.2 of these Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the as mentioned below:

- (i) The Allottee shall have exclusive ownership of the.....
- (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 competition certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the includes recovery of price of land , construction of 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 para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the along with Garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained Project covering the said land and is not a part of any other 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 uses and enjoyment of the Allottees of the project.

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

The Allottee has paid a sum of Rs. Rupees..... only) as booking amount being part payment towards the Total price of the 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..... 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 prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestone, the Allottee shall make all payments on written demand by the Promoter, within the Stipulated time as mentioned in the Payment plan through A/c Payee Cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of payable at.....

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 there under or any statutory amendments(s) modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisitions/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 of the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable laws. The Allottee understands and agrees that in the event of any failure on his/ he 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 applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility is regard to matters specified in para 3.1 above. The Allottee shall keep the Promote fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this agreement, it shall be 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. ADJUSTMENTS/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payment made by him/her under any heads(s) of dues against lawful outstanding of the allottee against the if any, in his/ her name 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 fo completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the to the Allottee and the common areas to the association of allottees or the competent authority , as the case may be.

6. CONSTUCTION OF THE POJECT/ APARTMENT:

The allottee has seen the proposed layout plan, specifications, amenities and facilities of the And accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as presented 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 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. 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 to 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 assures to hand over possession of the apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on..... 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, 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 condition, then this allotment shall stand terminated and the promoter shall refund the Allottee the entire amount received by the promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee, about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the promoter and that the promoter and that the promoter shall be released and discharged from all its obligation 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 Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 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, documentation on part of the Promoter. The Allottee after taking possession, agrees(s), 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 hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of (Apartment/ Plot)- Upon receiving written intimation from the promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertaking 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 para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2

7.4 Possession of 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 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 areas, to the association of allottees or the competent 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:

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 apartment (i) in accordance with the terms of this agreement, duly completed by the date specified in para 7.1, or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the (Apartment/Plot), with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the 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 apartment, which shall be paid by the promoter to the allottee 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.
- (iv) There are no litigations pending before any court of law of Authority with respect to the said land, Project.
- (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 area.
- (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/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 selling the said apartment to the Allottee in manner, affect the rights of Allottee under this Agreement.
 - (ix) At the time of execution of the conveyance deed the Promote shall handover lawful, vacant, peaceful, physical possession of the 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 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, premium, damages and/o 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, plot or building, as the case may be, along with common areas (equipped with all the 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 legislative enactment, government ordinance, order, notification (including any notice for requisition 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 Authorities, For the pupose of this para, ready to move in possession shall mean that the apartment shall be in a hibatable condition which is complete in all espects 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 o revocation of his registration under the provisions of the Act or the rules or regulation made thereunder.

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 specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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 ____ 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 ____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies)

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/Plot]. [Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. 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 DRAFT Page 16 of 20 spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE Use of Basement and Service Areas:

The basement(s) and service areas, if any, as located within the _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment'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.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees 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.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. 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) except for as provided in the Act.

19. 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/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. 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 _____ [Please insert the name of the state Apartment Ownership] Act). The Promoter showing compliance of various laws/regulations as applicable in _____.

21. 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 SubRegistrar 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.

22. 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.

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 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 Payment Plan 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.

25.2 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.

26. 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 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.

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

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

28. 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.

29. 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 _____ 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 _____.

30. 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 _____ Promoter name _____ (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.

31. 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.

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 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.

[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 thereunder.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (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)

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: (1) _____ (Authorized Signatory)

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] 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 BY THE ALLOTTEE

At On in the presence of
WITNESSES:

1. Signature
Name
Address
2. Signature
Name
Address

SCHEDULE "A" – PLEASE INSERT DISCRPTION OF THE
APARTMENT AND THE GARAGE/ COVERED PARKING (IF
APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR
DIRCTIONS.

SCHEDULE "B" – FLOOR PLAN OF THE APARTMENT

SCHEDULE "C"- PAYMENT PLAN

SCHEDULE "D"- SPECIFICATIONS AMENITIES, FACILITIES, (WHICH
ARE PART OF THE APARTMENT

SCHEDULE "E"- SPECIFICATIONS AMENITIES FACILITIES, WHICH
AE PART OF THE PROJECT.

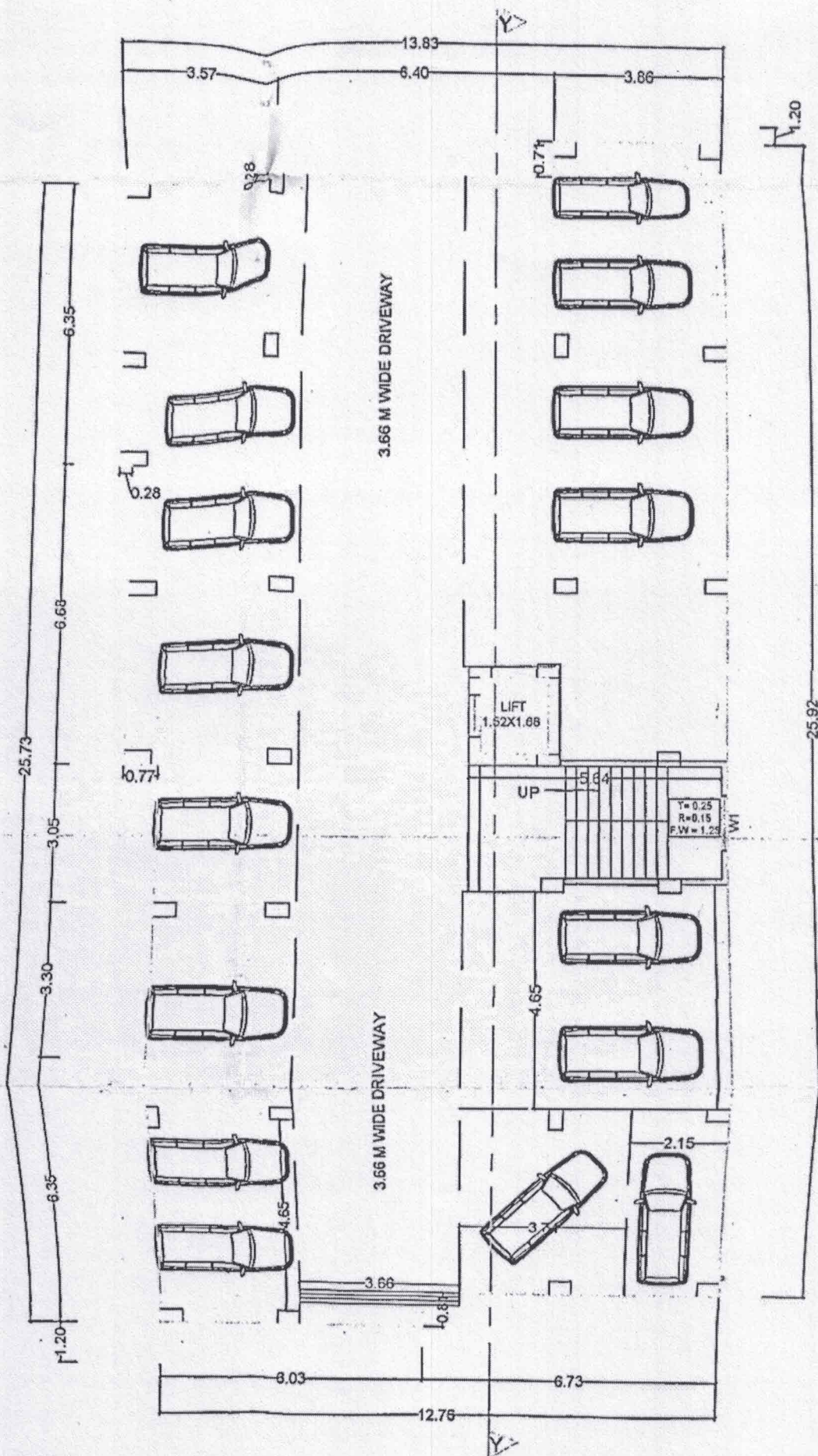
SCHEDULE – ‘A’

DESCRIPTION OF LAND:-

Total Milzumle Area - 12196.8 Sqft. (28Dismile) , Plot No- 2328 & 2329 Khata No 121, Tauzi No. 5071, Thana No. 33 Situated at Beur , P.S . Beur Dist. Patna, Bihar.

BOUNDARY:

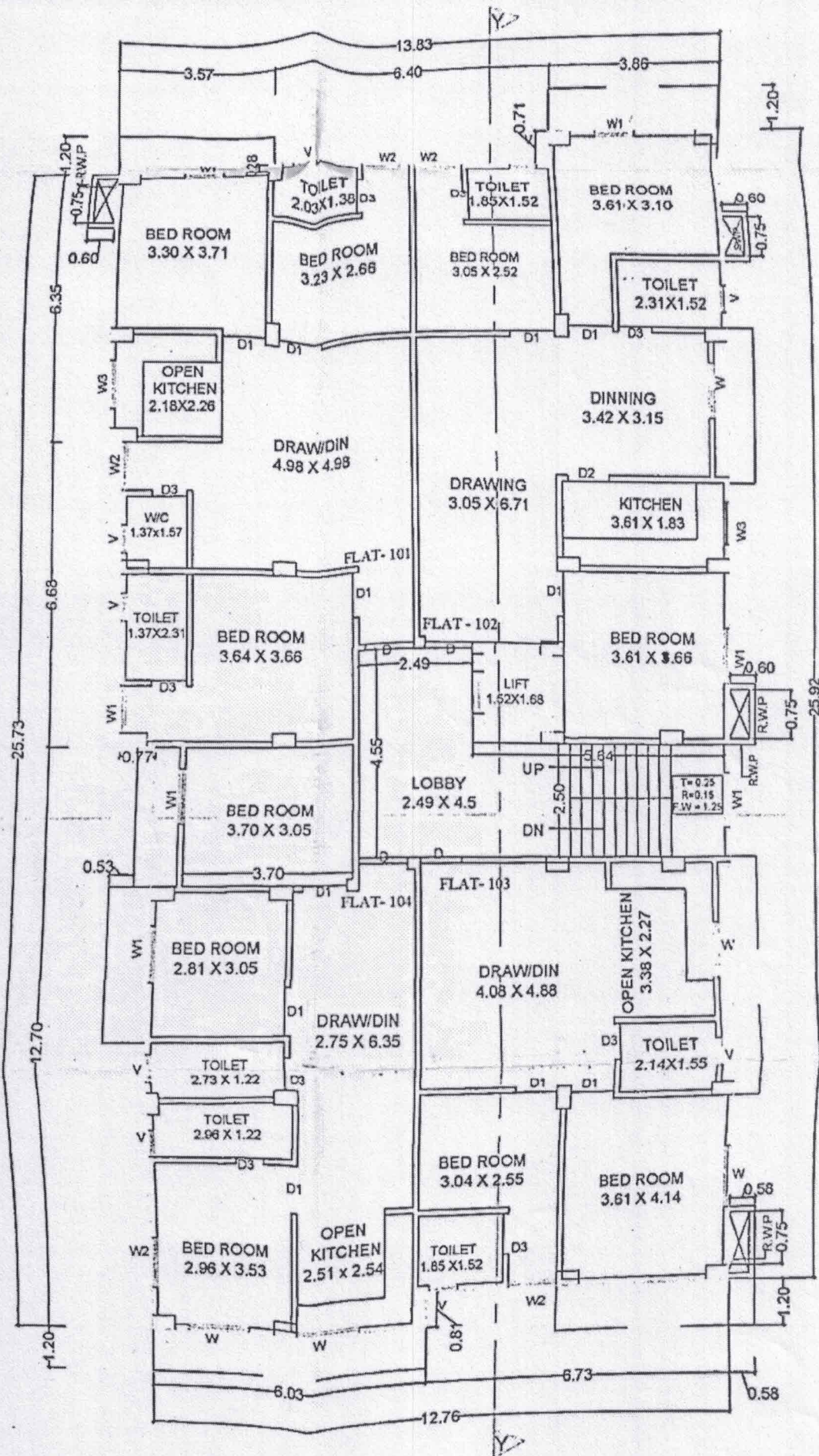
NORTH SIDE	: Ramvilash Yadav & Sri Ram Lagan Yadav
SOUTH SIDE	: Rajdav Prasad
EAST SIDE	: Branch Road
WEST SIDE	: Branch Road



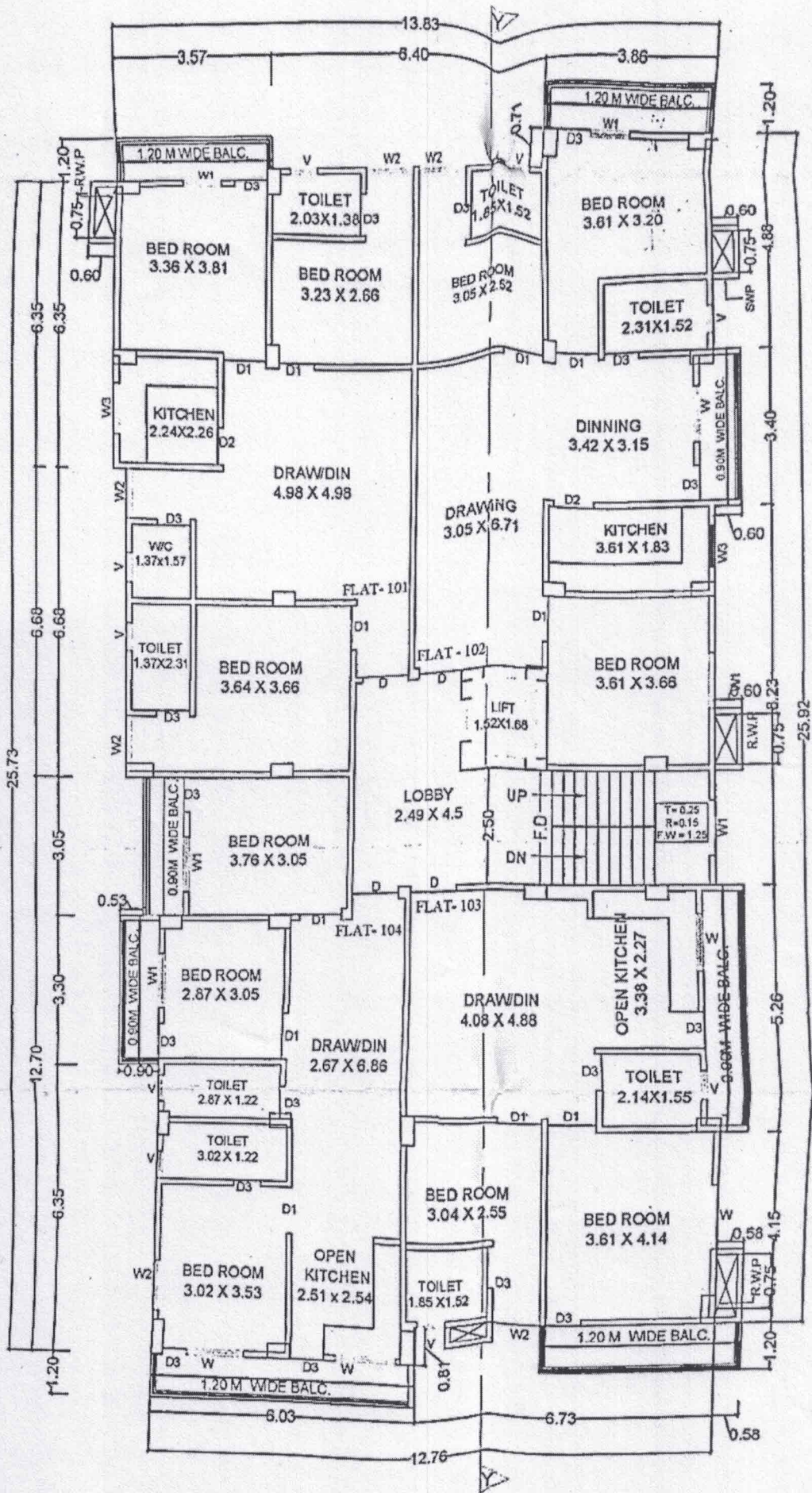
SCHEDULE "B"

ALL THAT TWO BED ROOMS FLAT NO. -----, ON FLOOR,
..... SIDE,(Approx) WITH ONE CAR PARKING SPACE AT
.....FLOOR COVERED/ UNCOVERED AREA. HAVING **BUILT UP AREA**
OF (APPROX) .PLAN OF THE BUILDING COMPRISE OF THE
FOLLOWING

- A. Carpet Area comprised within the said unit. However, the roof of the said unit shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it similarly the floor of the said unit as well as the floor other said unit as well as the roof of the said unit or units below it and the roof and the floor of the said unit shall jointly belong to the buyer and the buyers of the other units directly above and under the said unit.
- B. The walls and columns, if any, within and outside the said unit save the wall or walls separating the unit from the other unit on the same floor shall belong to the buyer and the said common wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the buyer and buyers of the other unit
- C. According to sanctioned map 16 car parking space is under the said building Parking space is not given by any lottery system and not on your choice; Parking space will be allotted by the builder only.
or units.



1st FLOOR PLAN



2nd 3rd and 4th FLOOR PLAN

SCHEDULE -C

PAYMENT SCHEDULE OF GEETA PALACE BEUR, PATNA.

• AT THE TIME OF BOOKING -	10%
• AT THE TIME OF PILING + CAP-BEAM-	15%
• AT THE TIME OF FIRST ROOF CASTING -	15%
• AT THE TIME OF SECOND ROOF CASTING -	15%
• AT THE TIME OF THIRD ROOF CASTING -	15%
• AT THE TIME OF FOURTH ROOF CASTING -	10%
• AT THE TIME OF FIFTH ROOF CASTING -	10%
• AT THE TIME OF FINISHING -	<u>10%</u>
	<u>100%</u>

SCHEDULE-D

GEETA PALACE, BEUR, PATNA. **FLAT FINISHING**

STRUCTURE	: • Earthquake resistant – R.C.C. frame structure.
WALL	: • 1 st class Brick work as filler wall.
WALL FINISH	: • All internal walls shall be plastered and finished with wall putty & Primer over cement mortar plaster.
FLOORING	: • 1. Flooring finished Drawing, Dining Bedroom, Kitchen & Balcony with Vitrified Tiles. (Kajariya/ or Equivalent) • 2. Flooring finished with Marble stone in Corridor area & stair. Steel Railing fitting on Stair. • 3. Parking space finished with Non Sket Tiles.
TOILET	: • Wall – White glazed tiles upto 7'0" height. • Fitting – A washbasin, hot & cold water system EWC/IWC style pan & tap of Jaguar/ Marc/ or Equivalent • Floor: Floor finished with Non Skit Spatak Tiles.
KITCHEN	: • A Working platform 2'9" high with green marble topped and Branded steel sink. • Plain glazed tiles upto 2'0" height over the working platform.
DOOR	: • Balcony, Kitchen & Bathroom R.C.C. Chaukhat & Main entrance Door & all Bedrooms Sakhuwa/Sall Wooden Chaukhat. • 32 mm factory made internal (ISI mark) and external (Century) flush door.
DOOR FITTING	: • Plain aluminum fitting.
WINDOW	: • Gamhar Wooden Chaukhat, Wooden Panal with glass and Iron.

ELECTRIC

- : • Polycab/ HPL Concealed conduit with copper wires and ISI mark fittings, (Polycab/ HPL/ or Equivalent) Power Point in each room in each units, & T.V. point in each unit.
- Generator facility.

OUTER BOUNDRY

- : • 6' Height wall without Iron Bar.

WATER SUPPLY

- : • From single tube well and overhead water tank System.

LIFT

- : • 5 Passenger Lift with ARD Facilities.

INTERNCOM

- : • Intercom telephone wiring in drawing room of each unit.

PARKING SPACE

- : • Covered/ Uncovered 10ft x 7ft approximate car Parking Space given by the builder choice, not given by any lottery system and not on your choice.

N.B.

- : • Extra Slab in Kitchen, Bedroom, Dining room, Drawing room will be priced @ Rs 800/- per sq.ft. (75mm Thickness)
- Parryware Pan/ Hindware/ Hindustan & Basin in white colour.

SIGNED, SEALED
(BUILDER)

SCHEDULE-E

GEETA PALACE, BEUR, PATNA.
FLAT FINISHING

CCTV CAMERA:- CCTV CAMERA amenities provided by the company to the project.

SIGNED, SEALED
(BUILDER)