### AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this	day of	, 20
BY AND BETWEEN		

YASH RAJ BUILDERS AND PROMOTERS PVT. LTD., (CIN No.-U45200BR2007PTC13232) a Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at –101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar,India,(PAN No.-AAACY3379H) through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar,India, (Aadhar No. 947550039050, Pan No.- AKCPK4137E), 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, executors,, administrators and permitted assignees);

#### AND

[1] INC 71.	lottee is a Co	. (CIN No.	) a company
	ted under the	provisions of the Companies Act, [1956	or 2013, as the case maybe], having, (PAN
no region	),	represented by its authorized signatory,	,
	No	hereinafter referred to as the "Allottee	e board resolution datede" (which expression shall unless
repugnan	t to the conte	ext or meaning thereof be deemed to mean ors and permitted assignees).	and include its successor-in-interest,

[OR]

[If the Allottee is a Partnership firm]

For Yash Rai Builders & Promoters Pvt. Lid

	, a partne	ership firm regist	ered under the Ind	lian Partnership	Act, 1932, ha	ving its
(PAN	),	authorized	partner	(A	adhar	
Noreferred to as the	) aut e "Allottee"(v ed to mean au	thorized <i>vide</i> which expression nd include its suc	shall unless repug cessors- in-interes e respective partne	gnant to the const, executors, ac	ntext or meaning	ig
[OR]						
[If the Allottee	is an Individ	ual]				C
Mr. / Ms		, (Aadh	ar No		) son /daugnt	residing
	,	aged	(PAN		, ),here	einafter
called the "All deemed to mea permitted assig	n and include	h expression shale his/her heirs, ex	ar Noabout , (PAN Il unless repugnan secutors, administ	rators, success	ors-in-interest	and
	is a HIIFI					
Mr	. (	Aadhar No	of the Hindu Joir	) son	of	aged
	THIE	having ite place o	t husiness / reside	ence at		,
			to as the "Allotte be deemed to inclu			
- 1 in introtors	cuccoccore-i	n-interest and ne	rmitted assigns as	well as the in	embers of the	said HUF,
their heirs exe	cutors, admir	nistrators, success	sors-in-interest and	d permitted ass	ignees).	5
						9
[Please insert of	letails of othe	r allottee(s), in ca	se of more than or	ne allottee]		ote
The Promoter individually as	and Allottee a "Party".	shall hereinafte	er collectively be	referred to as	the "Parties"	and assignment and state of 2016); and state of 2016); and state of 2016);
Definitions:						Build
For the purpos			less the context of			Self Ray
a'	"Act" mea	ns the Real Estate	e (Regulation and	Development)	Act, 2016(160	f 2016);
b'	"Approprie	ate Government"	means the State Go	overnment;		
c)	"Rules" m	eans the Bihar S	State Real Estate()	Regulation and	Development	) (General)
	rules, 2017	made under the	Real Estate (Regu	ulation and Dev	relopment) Act	t, 2017;
d	) "Regulation	ons" means the	regulations ma	de under the	Real Estate	
	(Regulatio	n and Developme	ent) Act, 2017.			
е		means a section of				
Whereas						
Δ)	The		have entered in		development	agreement
for constr	uction of mu	ultistoried building	ngs comprising o	f residential fl	ats/carparkings	space etc. on t
land tot	al land bein	g Land owner r	namely Sri Binesh	n Prasad Yada	v, son of Late	Yamuna Pras
Sinha re	esident of V	ill- Mustaffapur	, P.O+P.S- Kh	agaul, Distt-	Patna execut	ted a Register
davalare	ent Agreeme	ent land measuring	ng 5734.05 sq.ft, I	e. 13.165 Deci	mal in Khata I	No. 293, Plot N
developm	wour of the	laveloner namels	YASH RAJ BU	ILDERS ANT	PROMOTE	RS PVT. LTD
284 in fa		d under the T	ndian Companie	s Act 1956	having its	Registration N
company U45200E	incorporate 3R2007 PTC	2 13232 of 2007	7-08 and its regist	ered office at	101, Jamuna C	Complex, Ashia

Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri

**Prashant Kumar** son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 23.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 178, C.D.-28, pages 514 to 531 bearing deed No. 8973/2022 on 23.05.2022.

Land owner namely Sri Mahesh Prasad Yadav, son of Late Yamuna Prasad Sinha, resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 3692.5 sq.ft, Ie. 8.478 Decimal, in Khata No. 293, Plot No. 284 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 23.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 178, C.D.-28, pages 496 to 513 bearing deed No. 8972/2022 on 23.05.2022.

Land owner namely Sri Shashi Ranjan, son of Sri Shanti Ranjan Sinha, & Smt Dipika Singh, wife of Sri Shashi Ranjan, both resident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 5 Katha 15 dhoor, 4 dhurki, Ie. 18 Decimal, in Khata No. 178 Plot No. 247 measuring 5 Katha 15 dhoor, 4 dhurki, Ie. 18 Decimal, in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Deput Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna Bihar on dated 01.10.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume no. 344, C.D.-53, pages 25 to 42 bearing deed No. 17192/2022 on 01.10.2022.

Land owner namely Sri Dinesh Prasad Yadav, son of Late Raman Prasad Yadav, Sri Bija Kumar, son of Sri Dinesh Prasad Yadav, & Sri Bikrant Ray, son of Sri Dinesh Prasad Yadav algresident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement Land measuring 4.68 Decimal in Khata No. 293, Plot No. 284 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 02.08.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume no. 275, C.D.-42, pages 341 to 358 bearing deed No. 13792/2022 on 02.08.2022.

Land owner namely Sri Dharmdeo Singh, son of Late Ramsharaya Singh resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement Land measuring 14 Decimal in Khata No. 182 & 167, Plot No. 241 & 242 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 26.09.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume no. 333, C.D.-51, pages 389 to 407 bearing

Rachan Fr. Managing Director

deed No. 16683/2022 on 26.09.2022.

Land owner namely Sri Shanti Ranjan Sinha, son of Late Suresh Prasad Sinha, & Shashi Ranjan, son of Sri Shanti Ranjan Sinha, & Deepika Singh, wife of Shashi Ranjan all resident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patnaexecuted a Registered development Agreement Land measuring 20.8 Katha, Ie. 65 Decimal in Khata No. 178, Plot No. 251 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 28.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume no. 188, C.D.-29, pages 79 to 100 bearing deed No. 9447/2022 on 28.05.2022.

Land owner namely Smt Amrita Singh, wife of Sri Kundan Singh, resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt-Patna executed a Registered development Agreement land measuring 1.75 Decimal, in Khata no. 183, Plot No. 245 measuring 1.75 Decimal, in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 02.06.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 193, C.D.-30, pages 30 to 49 bearing deed No. 9689/2022 on 02.06.2022.

Land owner namely Sri Vinay Kumar Singh, Son of Late Nityanand Singh, resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt-Patna executed a Registered development Agreement land measuring 3.5 Decimal, in Khata No. 183, Plot no. 245 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.-Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.-Patna, Bihar on dated 23.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 177, C.D.-28, pages 492 to 511 bearing deed No. 8923/2022 on 23.05.2022. Land owner namely Smt Soni Kumari, wife of Sri Kaushal Kumar, resident of Rampur, Ismail Bahpura, P.S- Bihta, Distt-Patna executed a Registered development Agreement land measuring

Bahpura, P.S- Bihta, Distt- Patna executed a Registered development Agreement land measuring 1.75 Decimal, in Khata No. 183, Plot No. 245 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 02.06.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 193, C.D.-30, pages 10 to 29 bearing deed No. 9688/2022 on 02.06.2022

Land owner namely Sri Satyadev Singh, son of Late Ramasharya Singh, resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 15 Decimal, in Khata no. 182, Plot No. 244 in favour of the developer namely

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YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 29.07.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 270, C.D.-42, pages 576 to 595 bearing deed No. 13569/2022 on 29.07.2022 Land owner namely Smt Prabha Kumari, Wife of Sri Sanjay Kumar, resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 20 Decimal, in Khata No. 182 and 167, Plot No. 241 and 242, of land in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 29.07.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 271, C.D.-42, pages 1 to 20 bearing deed

Land owner namely Sri (Dr.) Ajeet Kumar, son of Late Brahmanand Singh, resident of Saristabad Road, Near Pushpanjali Vihar Apartment. P.O- G.P.O, P.S- Gardanibagh, Distt- Patna-800001 executed a Registered development Agreement land measuring 29 Decimal, equivalent to 9.28 Katha in Khata No. 189, Plot No. 246, in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 14.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no 29 1, Volume No. 167, C.D.-26, pages 230 to 249 bearing deed no. 8391/2022 on 14.05.2022

No. 13570/2022 on 29.07.2022

Land owner namely Sri Amarnath Singh, son of Late Suresh Prasad Sinha, Sri Praveen Kumar, son of Sri Amarnath Singh, & Juhi Kumari, wife of Sri Praveen Kumar all resident of Ville Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 57.66 Decimal equivalent to 18.45 katha in Khata No. 293, Plot No. 254, & Khata No. 294, Plot no. 253, & Khata No. 178, Plot No. 251, & Khata No. 198, Plot No. 246 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 31.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 190, C.D.-29, pages 170 to 194 bearing deed No. 9554/2022 on 31.05.2022

Land owner namely Sri Ravi Ranjan Sinha alias Alok, son of Sri Shanti Ranjan Sinha, & Smt Guriya Kumari, Wife of Sri Ravi Ranjan Sinha alias Alok, both resident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 06 Decimal in Khata No. 182, Plot No. 241 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian

Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 23.09.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 333, C.D.-51, pages 25 to 44 bearing deed No. 16653/2022 on 23.09.2022

(B) The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project, comprising G+13 Apartment buildings and flats and the said project shall be known as GREEN MEADOWS '(Project Name)'.

[OR]

The said land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project, comprising Plots and [insert Any other components of the project] and the said project shall be known as ' ("Project");

Provided that where the land is earmarked for any institutional development the same shall be used for the purposes only and no commercial / residential

- (C) The Promoter is fully competent to enter into this Agreement and all the legal
  - (D) The ......[Please insert the name of the concerned competent authority] has
- (E) ...... The Promoter has obtained the final layout plan, sanctioned

approved plans except in strict compliance with section 14 of the Acted other laws as applicable;

- (F) The Promoter has registered the Project under the provisions of the Act with the Bihar State Real Estate Regulatory Authority at under registration No.\_
- (G) The Allottee had applied for an apartment in the Project videapplication dated and has been allotted apartment No. square feet, type having carpet area of\_\_\_ on\_\_\_floor in [tower/block/building] No.\_ \_("Building") along with garage/ covered parking no. ad measuring square feet in the Please insert the location of the garage/ covered 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);

[OR]

	The	e Allottee had			_and has	been allotte	ed plot I	
			having area of		square	feet, and plo	t for gara	ige/
	cov	ered parking	admeasuring	1	_square fee	et (if applicable	e) in the	O.C.
	("(	Common Are	[Please insert the specific plane of the spe	w and or clause	of pro rata (n) of Sec	share in the tion 2 of the A	common a Act (hereina	reas
	an	d understood	e gone through all the the mutual rights and additional disclosures	obligati	ons detaile		this Agreen	nent
	of (K) Th otl Aş	all the laws, are Parties, remer to faithful greement and	eby confirm that they rules, regulations, not lying on the confirm lly abide by all the te all applicable laws, onditions appearing h	ification nations, rms, con are now	s, etc., apprepries and the control of the control	licable to the P ions and assu d stipulations c	roject; rances of contained in	each this
	(L) In ag	accordance v reed upon by llottee hereb	with the terms and cory and between the Pa y agrees to purchasticable) as specified in	nditions rties, th se the[A	set out in the Promoter Apartment/I	hereby agrees	s to sell and	d the
	as	surances, p	EFORE, in considera romises and agreed ideration, the Partie	nents c	ontained	herein and o	ons, coven: ther good	and d
1. TE	Subjagrees t	o sell to the ent/Plot] as spotal Price fo	erms and conditions ne Allottee and the pecified in Para G; or the [Apartment/P	Allott	ee hereby	agrees to p	ourchase, the	he sh R
	descripti							
	S. No.	Tower, Block	Apartment Type and other Chargeable areas(verandah, terrace, etc.)	Floo r	Apart ment No.	Rate of Apartmen t per square feet* (in	Applica bleGST (in Rs.)	Total Price (in Rs.)

S. No.	Tower, Block	Apartment Type and other Chargeable areas(verandah, terrace, etc.)	Floo r	Apart ment No.	Rate of Apartmen t per square feet* (in Rs.)	Applica bleGST (in Rs.)	Total Price (in Rs.)
(A)	(B)	(C)	(D)	(E)	(F )	(G)	(H)
							Tota l

\*Provide breakup 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/Covered parking - 1	Price for 1
Garage/Covered parking – 2	Price for 2
Total Price (in Rupees)	

### Explanation:

- The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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 allotee 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 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 dates from which such taxes/levies etc. have been imposed or become effective;
- Iv. The Total Price of the [Apartment/Plot] includes: Recovery of price of land, Construction of (Not only the apartment but also) the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11, etc and includes cost for providing all other facilities, amenities and specifications to be provided within the [apartment/plot] and the project.

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

For Yash Raj Builders & Promoters Pvt. Ltd

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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.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

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 proposed. 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.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule D and Schedule E(which shall be inconformity with the advertisement, prospectus, etc., on the basis of which sale is

Effected) in respect of the apartment, plot or building, as the case maybe, without the previous written consent of the allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then 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 these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- i. The Allottee shall have exclusive ownership of the [Apartment/Plot];
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other 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, 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 etc., maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [apartment/plot] and the Project.

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

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with the 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 use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the allottees, which it has collected from the allottees, for the payment of outgoings(including land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institution, which are related to the project.) If the promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoing sand penal charges, if any, to the authority or person to whom they are

such outgoing sand 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 there for 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 apartment/plot at the time of application the receipt of which the promoterhereby acknowledges and the allottee hereby agrees to pay the remainingprice of the (Apartment/plot) as prescribed in the payment plan[Schedule C] as maybe demanded by the promoter within the time and themanner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, be/she shall be liable to pay interest at the rate prescribed in the rules.

he/she 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 milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "...... Payable at.....

# 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act" 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made

There under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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

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accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the

applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act" 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees ubsequent 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/plot 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/Plot], 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 for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the [Apartment/Plot]to the Allottee and the common areas to the association of the allottees or the competent authority, as the case maybe.

# 6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the 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 Master Plan for the area, Zoning Regulations and Bihar Building Rules as amended 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

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] 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/Plot] 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

aj Builders & Promoters Put. Ltd Romhant Pr 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. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least 30 day prior to such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/Plot], 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, agree(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.

Failure of Allottee to take Possession of [Apartment/Plot]- Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liableto pay maintenance charges as applicable in Para 7.2.

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

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 allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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/Plot] (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/Plot], which shall be paid by the promoter to the allottee within forty-five days of it be coming due.

# **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER** The Promoter hereby represents and warrants to the Allottee as follows:

The [Promoter] has absolute, clear and marketable title with respect to the said Land; therequisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;

The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

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]

There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];

All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the 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/Plot] and common areas;

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;

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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Allottee in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;

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;

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, 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;

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:

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/Plot] 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 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 occupancy 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. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
- Stop making further payments to Promoter as demanded by the Promoter. If the Allotteestops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- 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 orterminate 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/Plot], which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

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

- In case the Allottee fails to make payments of installment within 15 days of 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 onthe unpaid amount at the rate prescribed in the Rules;
- In case of Default by Allottee under the condition listed above continues for a period beyond 60 days after notice from the Promoter in this regard, the Promoter may 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. Provided that the

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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 Total Price of the [Apartment/Plot] as per para 1.2 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 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee [provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

- 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 upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].
- 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 of5 (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.
- 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 TO ENTER THE APARTMENT FOR REPAIRS: The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parkings and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [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.

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

# 15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Para 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

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Ray Anna Promoters PVI. Liu
Ray Managing Director

repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in anyway 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.

- **16.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties is entering into this Agreement for the allotment of a[Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to this project.
- 17. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) except for as provided in the Act.
- 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].
- **19.THE BIHAR APARTMENT OWNERSHIP ACT, 2006:** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006. The Promoter showing compliance of various laws/regulations as applicable in Bihar.
- 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—(specify the address of the 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.
- 21.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

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RayMant Fr
Managing Director

whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

- 22.RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties
  - 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 [Apartment/Plot] and the Projectshall equally be applicable to and enforce able 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.

# 24. WAIVER NOT A LIMITATION TO ENFORCE

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 [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the 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. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

- 25. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.
- **26.METHOD** OF CALCULATION OF PROPORTIONATE SHAREWHEREVER 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.
- 27. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28.PLACE OF EXECUTION: The execution of this Agreement shall be complete execution by the Promoter through its authorized signatory at the Promoter's Office.	only upon its sice, or at some	FOL Ya
other place, which may be mutually agreed between the Promoter and the Allottee, in	lottee and	

**29.NOTICES:** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at the irrespective addresses specified below: Name of Allottee

Builders & Promoters Pvt. Ltd

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Manadina Director

	(Allottee Address)	
M/s_		
	(Promoter Address)	
subsequent t	to the execution of this Agreement	oter to inform each other of any change in address in the above address by Registered Post failing the above address shall be deemed to have been case may be.
the Promote	LOTTEES: That in case there are Joer to the Allottee whose name appear intents and purposes to consider as p	oint Allottees all communications shall be sent by rs first and at the address given by him/her which properly served on all the Allottees.
the allottee, and registra be, shall no	in respect of the apartment, plot or bation of this Agreement for Sale for	tter, agreement, or any other document signed by building, as the case may be, prior to the execution such apartment, plot or building, as the case may d interests of the allottee under the Agreement for ons made there under.
Agreement	shall be construed and enforced in a	igations of the parties under or arising out of this eccordance with the Act and Rules and Regulations vs of India for the time being in force.
terms and thereof and discussion, underthe A	conditions of this Agreement, including the respective rights and obligations, failing which the same shall be sat.	es arising out or touching upon or in relation to the uding the interpretation and validity of the terms is of the Parties, shall be settled amicably by mutual settled through the adjudicating officer appointed and have set their respective hands and signed this
Agreement for	sale at f attesting witness, signing as such or	(city/town name) II
	D DELIVERED BY THE WITHIN	
Allottee: (inclu	uding joint buyers)	
(	(1) Signature	
	Name	
	Address	
	(2) Signature	
	Name	
	Address	
SIGNED AN	ND DELIVERED BY THE WITHI	N NAMED: Yash Raj Builders & Promoters Pvt. Ltd
Promoter:	For)	(ash Raj Builders at the
Promoter.		Karkara I
	(1) Signature(Authorized Signatory Name	Yash Raj Builders & Promoters 1 V. 2007   Managing Director
	Addi CSS	
	on	in the presence of:
A A	OIL	

#### WITNESSES:

(1) Signature	
Name	
Address	
(2) Signature	
Name	
Address	

# SCHEDULE 'A' [Description of the said Unit]

Flat/Unit bearing No	ofof	BHK Type having carpet area
admeasuring	Square Meter subject	to variation on account of internal
plaster finishing along wit	h adjoining /appurtenant/ al	outting and the exclusive rightto use,
occupy exclusive Balcony	admeasuring	Square Meter, exclusive
Terrace admeasuring	Square Mete	r and Open Balcony admeasuring
Square Meter	situated onFlo	oor in the building/Wing "
"along with	exclusive facility to use	Covered Parking Space in the

For Yash Raj Builders & Promoters Pvt. Ltd

Project known as

GREEN MEADOWS, situated on project total being Land owner namely Sri Binesh Prasad Yadav, son of Late Yamuna Prasad Sinha, resident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 5734.05 sq.ft, Ie. 13.165 Decimal in Khata No. 293, Plot No. 284 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 23.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 178, C.D.-28, pages 514 to 531 bearing deed No. 8973/2022 on 23.05.2022.

Land owner namely Sri Mahesh Prasad Yadav, son of Late Yamuna Prasad Sinha, resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 3692.5 sq.ft, Ie. 8.478 Decimal, in Khata No. 293, Plot No. 284 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 23.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 178, C.D.-28, pages 496 to 513

bearing deed No. 8972/2022 on 23.05.2022.

Land owner namely Sri Shashi Ranjan, son of Sri Shanti Ranjan Sinha, & Smt Dipika Singh, wife of Sri Shashi Ranjan, both resident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 5 Katha 15 dhoor, 4 dhurki, Ie. 18 Decimal, in Khata No. 178 Plot No. 247 measuring 5 Katha 15 dhoor, 4 dhurki, Ie. 18 Decimal, in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 01.10.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume no. 344, C.D.-53, pages 25 to 42 bearing deed No. 17192/2022 on 01.10.2022.

Land owner namely Sri Dinesh Prasad Yadav, son of Late Raman Prasad Yadav, Sri Bijay Kumar, son of Sri Dinesh Prasad Yadav, & Sri Bikrant Ray, son of Sri Dinesh Prasad Yadav all resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement Land measuring 4.68 Decimal in Khata No. 293, Plot No. 284 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 02.08.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume no. 275, C.D.-42, pages 341 to 358 bearing deed No. 13792/2022 on 02.08.2022.

Land owner namely Sri Dharmdeo Singh, son of Late Ramsharaya Singh resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt-Patna executed a Registered development Agreement Land measuring 14 Decimal in Khata No. 182 & 167, Plot No. 241 & 242 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 26.09.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume no. 333, C.D.-51, pages 389 to 407 bearing deed No. 16683/2022 on 26.09.2022.

Land owner namely Sri Shanti Ranjan Sinha, son of Late Suresh Prasad Sinha, & Shashi Ranjan, son of Sri Shanti Ranjan Sinha, & Deepika Singh, wife of Shashi Ranjan all resident of Vill- Mustaffapur P.O+P.S- Khagaul, Distt- Patnaexecuted a Registered development Agreement Land measuring 20.8 Kathagar. Ie. 65 Decimal in Khata No. 178, Plot No. 251 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 28.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume no. 188, C.D.-29, pages 79 to 100 bearing deed No. 9447/2022 on 28.05.2022.

Land owner namely Smt Amrita Singh, wife of Sri Kundan Singh, resident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 1.75 Decimal, in Khata no. 183, Plot No. 245 measuring 1.75 Decimal, in favour of the developer namely YASH

Ranhout Kr. Managing Director

RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 02.06.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 193, C.D.-30, pages 30 to 49 bearing deed No. 9689/2022 on 02.06.2022.

Land owner namely Sri Vinay Kumar Singh, Son of Late Nityanand Singh, resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 3.5 Decimal, in Khata No. 183, Plot no. 245 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 23.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 177, C.D.-28, pages 492 to 511 bearing deed No. 8923/2022 on 23.05.2022.

Land owner namely Smt Soni Kumari, wife of Sri Kaushal Kumar, resident of Rampur, Ismail Bahpura, P.S-Bihta, Distt- Patna executed a Registered development Agreement land measuring 1.75 Decimal, in Khata No. 183, Plot No. 245 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 02.06.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 193, C.D.-30, pages 10 to 29 bearing deed No. 9688/2022 on 02.06.2022

Land owner namely Sri Satyadev Singh, son of Late Ramasharya Singh, resident of Vill-Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 15 Decimal, in Khata no. 182, Plot No. 244 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 29.07.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 270, C.D.-42, pages 576 to 595 bearing deed No. 13569/2022 on 29.07.2022

Land owner namely Smt Prabha Kumari, Wife of Sri Sanjay Kumar, resident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 20 Decimal, in Khata No. 182 and 167, Plot No. 241 and 242, of land in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 29.07.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 271, C.D.-42, pages 1 to 20 bearing deed No. 13570/2022 on 29.07.2022

Land owner namely Sri (Dr.) Ajeet Kumar, son of Late Brahmanand Singh, resident of Saristabad Road,

Bachant Ly

Near Pushpanjali Vihar Apartment. P.O- G.P.O, P.S- Gardanibagh, Distt- Patna-800001 executed a Registered development Agreement land measuring 29 Decimal, equivalent to 9.28 Katha in Khata No. 189, Plot No. 246, in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 14.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume No. 167, C.D.-26, pages 230 to 249 bearing deed no. 8391/2022 on 14.05.2022

Land owner namely Sri Amarnath Singh, son of Late Suresh Prasad Sinha, Sri Praveen Kumar, son of Sri Amarnath Singh, & Juhi Kumari, wife of Sri Praveen Kumar all resident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 57.66 Decimal equivalent to 18.45 katha in Khata No. 293, Plot No. 254, & Khata No. 294, Plot no. 253, & Khata No. 178, Plot No. 251, & Khata No. 198, Plot No. 246 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 31.05.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 190, C.D.-29, pages 170 to 194 bearing deed No. 9554/2022 on 31.05.2022

Land owner namely Sri Ravi Ranjan Sinha alias Alok, son of Sri Shanti Ranjan Sinha, & Smt Guriya Kumari, Wife of Sri Ravi Ranjan Sinha alias Alok, both resident of Vill- Mustaffapur, P.O+P.S- Khagaul, Distt- Patna executed a Registered development Agreement land measuring 06 Decimal in Khata No. 182, Plot No. 241 in favour of the developer namely YASH RAJ BUILDERS AND PROMOTERS PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its Registration No. U45200BR2007 PTC 13232 of 2007-08 and its registered office at 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.-Patna, Bihar represented through its Managing Director Sri Prashant Kumar son of Dr. Dipak Kumar, resident of 101, Jamuna Complex, Ashiana Road, Jay Prakash Nagar, Distt.- Patna, Bihar on dated 23.09.2022, which is Registered in the Office of the Sub Registration Office Danapur in Book No. 1, Volume No. 333, C.D.-51, pages 25 to 44 bearing deed No. 16653/2022 on 23.09.2022

Boundaries of Project:
NORTH:
SOUTH:
EAST:
WEST:
Boundaries of the Apartment/Unit:North:
South:
East:

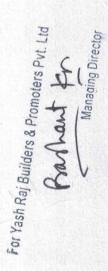
West:

The approved floor plan of the project "GREEN MEADOWS" has been enclosed along with this document for ready reference.

# SCHEDULE 'C' [PAYMENT PLAN]

# PAYMENT PLAN

rogress	Payment
at the time of booking	10%
At the time of Foundation	15%
On Start of 1st floor Casting	05 %
On Start of 2 <sup>nd</sup> floor Casting	05 %
On Start of 3 <sup>rd</sup> floor Casting	05 %
On Start of 4 <sup>th</sup> floor Casting	05 %
On Start of 5 <sup>th</sup> floor Casting	05 %
On Start of 6 <sup>th</sup> floor Casting	05 %
On Start of 7 <sup>th</sup> floor Casting	05%
On Start of 8 <sup>th</sup> floor Casting	05%
On Start of 9 <sup>th</sup> floor Casting	05%
On Start of 10 <sup>th</sup> floor Casting	05%
On Start of 11 <sup>th</sup> floor Casting	05%
On Start of 12 <sup>th</sup> floor Casting	05%
On Start of 13 <sup>th</sup> floor Casting	05%
At the time of Finishing	05%
At the time of Possession	05%



The Total price of the Unit is Rs	/- (Rupees	only).
The Total Director the Onit is its	(120)000	

#### SCHEDULE 'D'

[Specifications, amenities, facilities which are a part of the Apartment]

- 1. Flooring: Entire Floor of the Flats will be vitrified tiles and common space will be of marble.
- 2. Kitchen: Granite Kitchen platform with stainless steel Sink & glazed tiles dado up to 2ft height & exhaust fan space in window.
- 3. Doors: Hard wood door frame, water proof flush door, main door painted with 2 coats of primer internal door with a coat primer.
- 4. Windows: Fully glazed Aluminum window with glass grilling.
- 5. Bathroom: Provision for hot and cold water system, Glazed tiles in eye soothing color on wall up to linter level. White sanitary ware and fixtures of standard ISI mark.
- Electrical: Concealed electrification with fire retardant cables and switches of ISI mark, provision for adequate light and power point, TV point in living andmaster bedroom. Power distribution with MCB"s.
- 7. Plaster: Water proof exterior plaster and permanent algae paint, interior plaster with wall putty.
- 8. Commercial Hall or Commercial/Office Space: Glass Door or iron shutter any one at Entrance of Good quality.
- 9. Commercial Shop: Iron Shutter at entrance of good quality.
- 10. Elevator: A good quality branded company lift will be installed.

#### SCHEDULE 'E'

[Specifications, amenities, facilities which are part of the project]

- Structure: Good quality Earth Quake Resistance R.C.C Structure with brick work in cement mortar as per design and specification of structural consultants.
- 2. Civil work: Brick is first quality. Branded company cement and other accessories.
- 3. External Wall Finishes: surface by sandtex matt/ super snocem/weathercoat paint.

For Yash Raj Builders & Promoters Pvt. Lid