AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this .....(Date) day of.....(Month), 2026.

By and Between

PINE DEVELOPERS PRIVATE LIMITED (U00500BR1996PTC007022), a company incorporated under the provisions of the company act, [1956 or 2013, as the case may be], having its Registered Office At- G-8, Tara Towers, Exhibition Road, Behind Republic Hotel, Patna, in the State of Bihar, Pin Code- 800001, and

For, Pine Developers Pvt. Ltd.

Managing Director

its corporate office At- G-8, Tara Towers, Exhibition Road, Behind Republic Hotel, Patna, in the State of Bihar, Pin Code- 800001(PAN – AABCP6372Q) Represented by one of the Director **Sri Prashant Kumar,** Age- 36 years, Aadhar No.- 2275 7042 2911, Son of Late Sunil Kumar, Resident of Flat No.- C 401, Dev Kutir Appartment, Jagat Narayan Road, Kadamkuan, District- Patna, in the State of Bihar, Pin Code-800003, Nationality Indian, Includes representative, executors, receivers, administrators and assigns if BUILDER/DEVELOPER Mobile No 7257002502

Company GSTIN- 10AABCP6372Q1Z5, Company PAN- AABCP6372Q,

AND

SRI/SMT/. .....(Aadhar No.....), **Age- ..... years,** Son/Wife of Sri ....., Resident of ....., P.O.- ....., P.S.-....., District- ....., in the State of ....., Pin Code- ....., Nationality Indian. 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, successors-in-interest, and permitted assigns).

Aadhar No.- PAN- Mob.-

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 (Regulation 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;

For, Pine Developers Pvt. Ltd.

Managing Director

(d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act 2017;

(e) "Section" means a section of the Act.

(A) AND WHEREAS the aforesaid alnd came into possession of present Landowners as follows: -

Name of Land Owner	**Deed No. and year**	**Details of Land**	**Area**
Ajay Kumar Singh, Son of Late Chakradhar Prasad Singh	Deed No- 913 of year 2025	Situated at, Mauza-Mahadeo Simaria Urf Ulaw Omnagar, Revenue Thana- Singhaul, bearing Thana No.412, Begusarai, Bihar, Khata No. 54, Kheshra No.771, Thana Code- 412.	14.7 Decimal
Vikas Kumar, Son of Late Rampadrath Singh	Deed No- 911 of year 2025	Situated at, Mauza-Mahadeo Simaria Urf Ulaw Omnagar, Revenue Thana- Singhaul, bearing Thana No.412, Begusarai, Bihar, Khata No. 54, Kheshra No.771, Thana Code- 412.	10.111 Decimal
Laxmi Kumari, daughter of Vijay Singh, wife of Vikas Kumar	Deed No- 910 of year 2025	Situated at, Mauza-Mahadeo Simaria Urf Ulaw Omnagar, Revenue Thana- Singhaul, bearing Thana No.412, Begusarai, Bihar, Khata No. 54, Kheshra No.771, Thana Code- 412.	4.82 Decimal

For, Pine Developers Pvt. Ltd.

Managing Director

AND WHEREAS the aforesaid land along with the land of other shareholders was purchased by (1) **Ajay Kumar Singh (PAN NO.AIGPS6469R)**, Son of Late Chakradhar Prasad Singh, on 30.01.2025. Deed No. 913 in Book No.-1, Volume No.-18 on Pages from 319 to 335, (2) **Vikas Kumar (PAN NO. AVLPK4510B)**, Son of Late Rampadrath Singh, on 30.01.2025. Deed No. 911 in Book No.-1, Volume No.-18 on Pages from 281 to 289, (3) **Laxmi Kumari (PAN NO. CIKPK4494G)**, daughter of Vijay Singh, wife of Vikas Kumar on 30.01.2025. Deed No. 910 in Book No.-1, Volume No.-18 on Pages from 264 to 280 from (1). Mukesh Sharma (PAN No- BNJPS7001L), S/o Late Laxman Sharma, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai, (2). Dilip Sharma (PAN No- HCGPS0144L), S/o Late Ramchandra Sharma, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai, (3). Rudal Sharma (PAN No- BPKPS4355G), S/o Late Ramchandra Sharma, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai, Present address: 8B, Nafarchandra Das Road, Wehala Kolkata-700034 (4). Pappu Sharma (PAN No- EKQPS3141L), S/o Late Ramchandra Sharma, Refinery Road Hanuman Mandir, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai, (5). Chunchun Sharma (PAN No- BOTPS2522H), S/o Late Ramchandra Sharma, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai, Present Address: 505 DH Road, Wehala S.O- Wehala Kolkata-700035 (6). Sailesh Sharma (PAN No- FPCPS8555C), S/o Late Ramchandra Sharma, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai, (7). Ranjan Sharma (PAN No- GCAPS5695P), S/o Late Ramchandra Sharma, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai, (8). Bablu Sharma (PAN No- BQMPS9031C), S/o Late Upendra Sharma, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai, Present Address: Dimond Harbor Road, Wehala Tram Depo

For, Pine Developers Pvt. Ltd.

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Wehala Cercus Avenue Kolkata-700034 (9). Sahil Kumar Sharma (PAN No- BNXPS2363H), S/o Late Upendra Sharma, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai, Present Adress: Kala Gaachi Main Road, Near Shitala Maa Mandir Uattar Para, Kala Gaachi, South 24 Pargana, Kolkata-700036 (10). Abhishek Sharma (PAN No- CDFPS0996B), S/o Late Upendra Sharma, Refinery Road, Sharma Tola, ward no- 8, Po- Ulaw, Ps- Begusarai, Distt- Begusarai-851134, Bihar and under the District Registry Office – Begusarai.

AND WHEREAS the land owner namely 1. 1. **Ajay Kumar Singh**, Son of Late Chakradhar Prasad Singh, 2. **Vikas Kumar**, Son of Late Rampadrath Singh, 3. **Laxmi Kumari**, daughter of Vijay Singh, wife of Vikas Kumar all have been mutated in the office of Government of Bihar regularly. The owner covenants that the scheduled land is in his exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attachments and is in marketable condition and the owner have right, full power and absolute authority and title to transfer the whole or part of aforesaid scheduled land, the details of land is in schedule -I of this agreement.

AND WHEREAS the land of above to landowners have been amalgamated to constructed the proposed project and the details of the amalgamated plot is detailed in schedule -III of this agreement

The above three landowner and the promoter have entered into a development Agreement against the land measuring **Area- 29.631 Decimil**, with the Developer **M/S. PINE DEVELOPERS PRIVATE LIMITED,** Registered Office At- G-8, Tara Towers, Exhibition Road, Behind Republic Hotel, Patna, in the State of Bihar, Pin Code- 800001, Represented through its Director **Sri Prasant Kumar,** Son of Late Sunil Kumar, Resident of Flat No.- C 401, Dev Kutir Appartment, Jagat Narayan Road, Kadamkuan, District- Patna, in the State of Bihar, Pin Code-800003, Vide Deed No.-3910, Book No.-1, Volume No.-76, Pages No.-380 to 401, Dated- 08.05.2025 Registered at Begusarai and Rectification Deed No 4142, Book No.- 1, Volume No.-79, Page No. 473 to 483 for constructed of the Multistoried building over the said property.

For, Pine Developers Pvt. Ltd.

Managing Director

AND WHEREAS, as per terms and conditions of the said Registered development agreement the builder would construct a multistoried building complex over the land more fully described in Schedule-I and enter into agreement to sale or absolute sale to the BUYER to the extent of Developer's share.

AND WHEREAS, Subsequently the Builder got the Building plan approved constructed the building complex in namely **"PINE AVL HEIGHTS",** over the land mentioned in schedule-A below consisting of Residencial Building and car parking space on Basement & Ground Floor.

(B) The said Land is earmarked for purpose of building a [Residencial/any other purpose] project, multistoried apartment comprising .....unit and the said project shall be known as **"PINE AVL HEIGHTS"** ("Project").

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

(D) **The BEGUSARAI MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project vide approval date 17/02/2026 Application **No.- BMC/176/2025-26**

(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 may be, from **Begusarai Municipal Corporation**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

(F) **The Promoter has registered the project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at on under Registration No.- .....(RERA Registration No)**

(G) The Allottee had applied for apartment in the Project vide application dated ..... and has been allotted **Flat No.-.....** having carpet area of .....**Square Feet (.....Square Feet),** Residential R.C.C. Structure type, on .....floor in "Building" along with open parking

For, Pine Developers Pvt. Ltd.
Managing Director

admeasuring …….. square feet on the, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

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

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

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said apartment and the garage/covered parking as specified in para G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the apartment as specified in para G.

1.2 The Total Price for the Flat based on the Carpet area is **Rs.- ……./- (Rupees …… Lakh ……) Only. + GST EXTRA.**

PINE AVL HEIGHTS	Rate of Apartment per square feet @ Rs……/- Per Sq Ft of the carpet area.
Flat No.: - …… Floor, No.-……	
Parking No.-……	

For, Pine Developers Pvt. Ltd.

Managing Director

Carpet Area of the Flat –…….. Sq. ft.	
Total price (in rupees)	**Rs. ……/- (Rupees: - ……) only.**

Explanation :

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST 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 Flat/apartment to the allottee and the project to the association of allottee 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;

For, Pine Developers Pvt. Ltd.

Managing Director

(iv) The Total Price of Flat/Apartment includes recovery of price of land, construction of [not only the Flat/Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment excluding the security deposit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas not applicable in this project, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment (PINE AVL HEIGHTS) 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 shall make the payment as per the payment plan set out in **Schedule- C ("Payment Plan")**

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Flat/apartment, without

For, Pine Developers Pvt. Ltd.

Managing Director

the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm 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 areas. 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 these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

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

(i) The Allottee shall have exclusive ownership of the Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottee 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 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,

For, Pine Developers Pvt. Ltd.

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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 II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

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

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment 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 use and enjoyment of the Allottee of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Flat/apartment to the Allottee, 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.

1.11 The Allottee has paid a sum of **Rs.- ...../- (Rupees .....)** Only by way of Cheque No.- .....of .....(bank name) as booking amount being part

For, Pine Developers Pvt. Ltd.

Managing Director

payment towards the total price of the Flat/Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat/Apartment as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate 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 favor of **M/S. PINE DEVELOPERS PRIVATE LIMITED** payable at Patna.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act" 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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.

For, Pine Developers Pvt. Ltd.

Managing Director

3.2 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 Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Flat/Apartment, 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 Flat/Apartment to the Allottee and the common areas to the association of allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the 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

For, Pine Developers Pvt. Ltd.

Managing Director

by the bye-laws, FAR and density norms and provisions prescribed and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT/APARTMENT :

7.1 Schedule for possession of the said (PINE AVL HEIGHTS) Flat/Apartment – The Promoter agrees and understands that timely delivery of possession of the Flat/Apartment to the allottee and the common areas to the association of allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Flat/Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place in **9 months** working days from the date of commencement certificate, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat/Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall 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 shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession– The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat/Apartment, to the Allottee in terms of this Agreement

For, Pine Developers Pvt. Ltd.

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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 allottee, 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 Flat/apartment, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Flat/Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Flat/Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Apartment to the allottee. In case the Allottee fails to take possession with the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Flat/Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottee or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid

For, Pine Developers Pvt. Ltd.

Managing Director

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (PINE AVL HEIGHTS)(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 allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat/Apartment, 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:

8.1 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;

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

8.3 There are no encumbrances upon the said Land or the Project.

For, Pine Developers Pvt. Ltd.

Managing Director

8.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.

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

8.6 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 Allotee created herein, may prejudicially be affected.

8.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the project and the said Apartment which will, in any manner, affect the rights of Allotee under this Agreement.

8.8 The Promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Flat/Apartment to the Allottee in the manner contemplated in this Agreement.

8.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat/Apartment to the Allottee and the common areas to the association of allottee or the competent authority, as the case may be.

8.10 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.

8.11 The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed

For, Pine Developers Pvt. Ltd.

Managing Director

over to the allottee and the association of allottee or the competent authority, as the case may be.

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9. 1 Subject to the Force Majeure clause, the promoter shall be considered under a condition of Default, in the following events.

(i) Promoter fails to provide ready to move in possession of the Flat/Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been 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 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 interest, or

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

For, Pine Developers Pvt. Ltd.

Managing Director

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter. interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat/Apartment, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for **1** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Flat/Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Flat/Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/Apartment 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 3 months 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

For, Pine Developers Pvt. Ltd.

Managing Director

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

12. **DEFECTLIABILITY:**

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

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottee shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottee and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Ground and Service Areas: The Ground(s) and service areas, if any, as located within the **"PINE AVL HEIGHTS"**, shall be earmarked for purposes such as parking spaces and services including but not limited to

For, Pine Developers Pvt. Ltd.

Managing Director

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 allottee formed by the Allottee for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

(ii) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

(iii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the

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Managing Director

association of allottee and/or maintenance agency appointed by association of altottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

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) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. BIHAR APARTMENT OWNERSHIP ACT :

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned District Sub Registrar,

For, Pine Developers Pvt. Ltd.

Managing Director

Begusarai in the State of Bihar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the District 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 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.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving

For, Pine Developers Pvt. Ltd.

Managing Director

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 Allottee.

24.2 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 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.

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

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

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:

For, Pine Developers Pvt. Ltd.

Managing Director

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 District Sub-Registrar, Begusarai in the State of Bihar. Hence this Agreement shall be deemed to have been executed at Begusarai.

29. NOTICES:

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

ALLOTEE NAME AND ADDRESS:-

SRI ....
(Aadhar no- .....), aged about ..... Years resident of – ..... (PAN – .....), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns). Mobile No. .....

PROMOTER NAME AND ADDRESS:-

M/S. PINE DEVELOPERS PRIVATE LIMITED (CIN NO - U00500BR1996PTC007022), a company incorporated under the provisions of the Companies Act, [1956 or 2013, Registered Office At- G-8, Tara Towers, Exhibition Road, Behind Republic Hotel, Patna, in the State of Bihar, Pin Code- 800001, Represented through by one of the Directors **Sri Prashant Kumar,** Son of Late Sunil Kumar, Resident of Flat No.- C 401, Dev Kutir Appartment, Jagat Narayan Road, Kadamkuan, District- Patna, in the State of Bihar, Pin Code-800003. Includes representatives, executors, receivers, administrators and assigns of BUILDER/DEVELOPER. **Mobile No- 7257002502.** Includes representatives, executors, receivers, administrators and assigns of BUILDER/DEVELOPER.

For, Pine Developers Pvt. Ltd.
Prashant Kumar
Managing Director

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

30. JOINT ALLOTTEE:

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 Allottee.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Flat/apartment, prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

For, Pine Developers Pvt. Ltd.

Managing Director

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix photograph and sign across the photagraph

(2) Signature _____

Name _____

Address _____

Please affix photograph and sign across the photagraph

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter: / Developer

For, Pine Developers Pvt. Ltd.

(1) Signature _____

Managing Director

Name: Prashant Kumar

Address: _____

Please affix photograph and sign across the photagraph

At _____ on_____in the presence of:

WITNESSES:

1. Signature _____

Name_____

Address _____

2. Signature _____

Name _____

Address _____

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

SCHEDULE 'B' -FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN •

SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH

ARE PART OF THE APARTMENT/PLOT)

SCHEDULE `E' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH
ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

SCHEDULE 'I'

All that piece and parcel of land measuring 29.631 decimal more or less equivalent to 12907 Sq.ft. situated at Ulaw Omnagar, Ps:- Singhaul, Tauji No 843, ward No-3, Distt:- Begusarai (Bihar), in the State of Bihar, Bihar Govt., Thana No.- 412, Khata No.- 54, Part of Survey Plot No.- 771, Anchal- Begusarai, Vide Zamabandi/ Bhag Present- 55, Page No.-79,80 & 82. within the limit of Begusarai Municipal Corporation and under the jurisdiction of District Registry Office, Begusarai and The said land is bounded as follows :-

Thana Code- 412, Zone-.....

(i) **District-** **Begusarai**

(ii) **Anchal-** **Begusarai**

(iii) **Halka-** **Ulaw**

(iv) **Village-** Ulaw Omnagar

(v) **Thana No.-** **412**

For, Pine Developers Pvt. Ltd.

Managing Director

- :: BOUNDARY OF THE ENTIRE LAND :: -

North :- Rajkumari Devi Wife of Late Balmiki Singh And Umakant Singh Plot no- 791

South :- PCC Road

East :- Bauelal Singh k Warsan Plot No- 792

West :- PCC Road

THE "SCHEDULE-A" ABOVE REFERRED TO

(Description of the Property Under this Agreement For Sale)

All that **Flat No.-.....** having **Super Built up Area-..... Sq. Ft., Type ..... BHK, on ..... Floor** in the Building Known as **"PINE AVL HEIGHTS"** along with covered **Parking No.-.....** in the building known as **"PINE AVL HEIGHTS"** along with undivided proportionate share in the land, common assets and common area including all amenities, fittings and fixtures, Situated at Mauza- Mahadoe Simaria urf Ulaw Omnagar, P.S.- Singhaul, Sub Registry Begusarai & Sadar Registry Town and District- Begusarai, in the State of Bihar, Tauzi Bihar Govt., Thana No.- 412, Khata No.- 54, Part of Survey Plot No.- 771, Anchal- Begusarai, Vide Zamabandi/ Bhag Present- 55, Page No.- 79,80 & 82. Bounded as follows:-

- : BOUNDARY OF THE FLAT : -

NORTH : -

SOUTH : -

EAST : -

WEST : -

(a) Carpet area comprised within the said unit. However, the roof of the said unit shall be used both as the said unit as well as the floor of the unit or units constructed above it similarly the floor of the said unit shall be used both as the

For, Pine Developers Pvt. Ltd.

Managing Director

floor of the said unit as well as the roof of the unit or units below it and the roof and the floor of the said unit shall jointly to the buyer and the buyers of other units directly above and under the said unit.

(b) The walls and columns, if any, within and outside the said unit save the walls or walls separating the said unit from the other 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 or units.

SCHEDULE – B

(FLOOR PLAN OF THE APARTMENT)

Enclosed.

SCHEDULE – C

Payment Schedule (Construction linked Plan)

S. No.	STAGE		% of Total Amount
1.	At the time of Booking	:-	10%
2.	At the time of Foundation Work	:-	10%
3.	At the time of 1st Floor Casting	:-	10%
4.	At the time of 2nd Floor Casting	:-	10%
5.	At the time of 3rd Floor Casting	:-	10%
6.	At the time of 4th Floor Casting	:-	10%
7.	At the time of 5th Floor Casting	:-	10%
8.	At the time of 6th Floor Casting	:-	10%
9.	At the time of Brick Work Starting	:-	10%
10.	At the time of Plastering Start	:-	5%
11.	At the time of Hand Over Unit	:-	5%

For, Pine Developers Pvt. Ltd.

Managing Director

1. In case any Sales Tax, Purchase Tax, Service Tax or any other Government Duty or Tax (not being Income Tax) is payable in relation to the said unit the same shall be on the account of the buyer, who hereby agrees to pay all such taxes and duties. The buyer further agrees and undertakes to keep the builder indemnified against any such claim or demand that may be made by any authority.

2. The buyer shall make timely payment of all amounts under this agreement whether demanded or not by the builder. In default of payment of any amount in time, buyer shall pay to the builder interest at the rate of SBI PLR +2% per annum compounded every month on all the amounts which become due and payable by buyer to the builder under the terms of this agreement calculated from the date of the said amount becomes payable by the buyer to the builder upto the date of payment. Provided that payment of interest shall not prevent the right of cancellation of this agreement by the builder on account of any default committed by buyer in payment of any amount payable by the buyer to the builder on due date. It is specifically agreed that time for payment of the consideration amount by the buyer to the builder shall be essence of this agreement / booking.

SCHEDULE – D

(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

PROJECT : "PINE AVL HEIGHTS", MAUZA- Mahadoe Simaria Urf Ulaw Omnagar, BEGUSARAI.

Sl. No.	Descriptions	Specifications
1.	Foundation	R.C.C. Raft Foundation or as per structural design
2.	Structure	Earthquake resistance RCC framed structure with 5" thick infill bricks
3.	Floor :	Vitrified Tile/anti skid Tiles
4.	Finishing	First Class Brick with Standard Plaster work

For, Pine Developers Pvt. Ltd.

Managing Director

5.	Doors	Frames of Sakhua wood, Flush, panel door with locking arrangements of Branded or Equivalent and all Accessories in brass/steel fitting .
6.	Windows	Aluminum / Wooden sliding / Open able glazed Windows (without grill)
7.	Kitchen	Stainless Sink, Wall- Tiles above counter of 2' height & Granite on working platform.
8.	Bathroom	Cistern and CP fittings from Branded Company, hot and cold connection in bath. Wall : wall tiles of 8' height.
9.	Electricals	Concealed P.V.C. conduit wiring with standard electric accessories, Modular switches of ISI make & adequate light, power points for Air Conditioners, geysers in all bathrooms and kitchen and Telephone points and cableT.V, Sockets
10.	Wall Finishing	Wall Putti/P.O.P. at Inner Side Wall

11. External Finishing Texture/Exterior quality paint, as per architect

12. Lobby/Corridor Fixtures and Fittings : SS handrail over MS railing in main staircase and all MS railing in fire staircase. Floor : Vitrified Tile / Kota / Marble Flooring / Crazy Mosaic Flooring in common Area & Parking.

13.	Generator	A Silent Diesel Generator with sufficient capacity to be Provided.

For, Pine Developers Pvt. Ltd.

Managing Director

SCHEDULE – E

(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

PROJECT : "PINE AVL HEIGHTS", MAUZA- Mahadoe Simaria Urf Ulaw Omnagar, BEGUSARAI.

Sl. No.	Amenities
1.	Passenger lift – 2 Nos.
2.	Intercom facility for all flats and cctv camera
3.	24 × 7 water supply with tube well
4.	100% power back-up for common area
5.	Power back-up for each flat through Silent DG Set
6.	Security room
7.	Parking for each flat.
8.	Gym
9.	Terrace Garden
10.	Community Hall on Terrace
11.	Children Play area on Terrace
12	Gazebo/Lounge on Terrace

For, Pine Developers Pvt. Ltd.

Managing Director

SCHEDULE 'B'

First & Third floor plan



PINE AVL HEIGHTS			
1st & 3rd FLOOR - RESIDENTIAL			
SN. NO.	TYPE	(TOTAL FLAT AREA) B/UP	TOTAL S/BUILT-UP
FLAT 01	3 BHK	1161.02 SQ.FT.	1567.37 SQ.FT.
FLAT 02	2 BHK	987.65 SQ.FT.	1333.32 SQ.FT.
FLAT 03	2 BHK	1294 SQ.FT.	1746.9 SQ.FT.
FLAT 04	2 BHK	925.66 SQ.FT.	1249.64 SQ.FT.
FLAT 05	2 BHK	927.68 SQ.FT.	1252.36 SQ.FT.

For, Pine Developers Pvt. Ltd.

Managing Director

Second floor

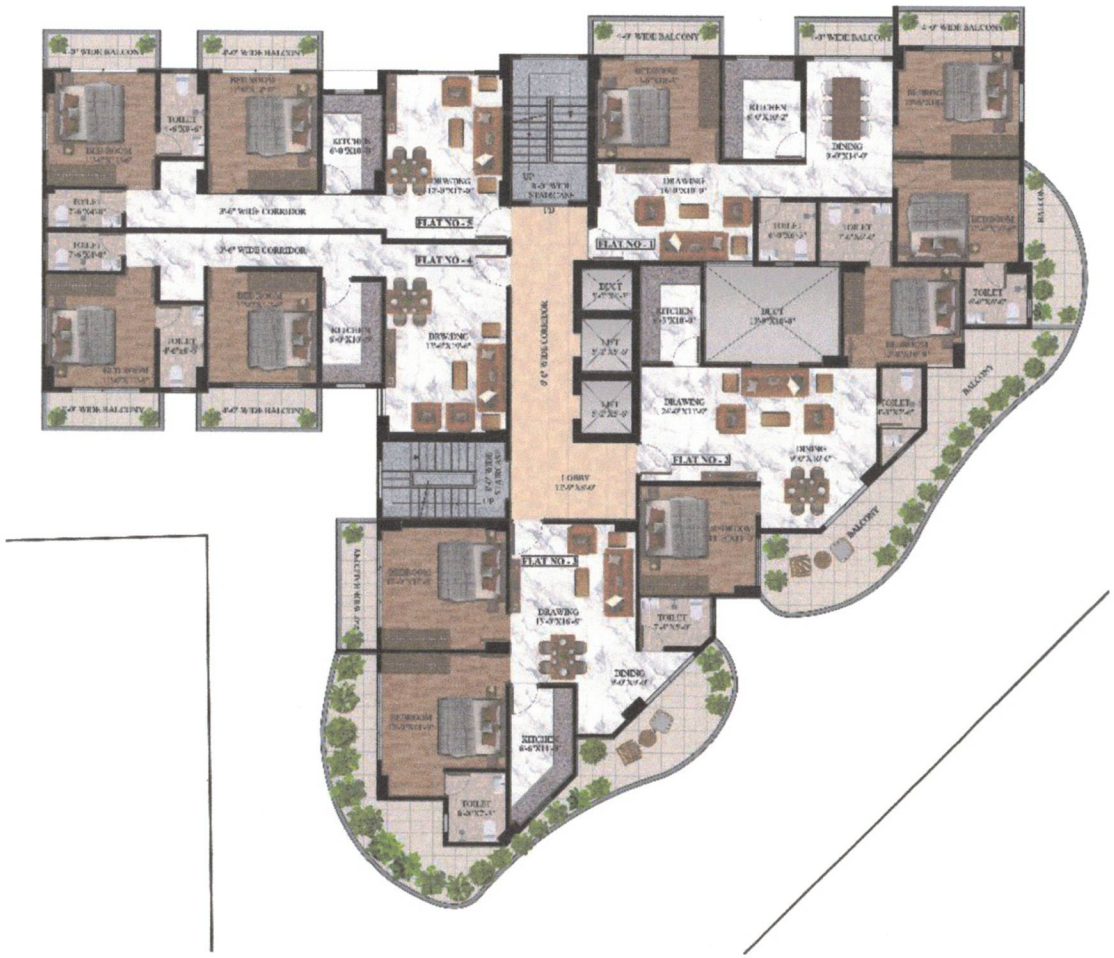


PINE AVL HEIGHTS			
2nd FLOOR - RESIDENTIAL			
SN. NO.	TYPE	(TOTAL FLAT AREA) B/UP	TOTAL S/BUILT-UP
FLAT 01	3 BHK	1151.58 SQ.FT.	1554.63 SQ.FT.
FLAT 02	2 BHK	954.47 SQ.FT.	1288.53 SQ.FT.
FLAT 03	2 BHK	1230.06 SQ.FT.	1660.58 SQ.FT.
FLAT 04	2 BHK	925.66 SQ.FT.	1249.64 SQ.FT.
FLAT 05	2 BHK	927.68 SQ.FT.	1252.36 SQ.FT.

For, Pine Developers Pvt. Ltd.

Managing Director

Fourth & sixth floor residential



PINE AVL HEIGHTS			
4th & 6th FLOOR - RESIDENTIAL			
SN. NO.	TYPE	(TOTAL FLAT AREA) B/UP	TOTAL S/BUILT-UP
FLAT 01	3 BHK	1172.32 SQ.FT.	1582.63 SQ.FT.
FLAT 02	2 BHK	1089.65 SQ.FT.	1471.02 SQ.FT.
FLAT 03	2 BHK	1230.04 SQ.FT.	1660.55 SQ.FT.
FLAT 04	2 BHK	925.66 SQ.FT.	1249.64 SQ.FT.
FLAT 05	2 BHK	927.68 SQ.FT.	1252.36 SQ.FT.

For, Pine Developers Pvt. Ltd.

Managing Director

Fifth floor



PINE AVL HEIGHTS			
5th FLOOR - RESIDENTIAL			
SN. NO.	TYPE	(TOTAL FLAT AREA) B/UP	TOTAL S/BUILT-UP
FLAT 01	3 BHK	1211.2 SQ.FT.	1635.12 SQ.FT.
FLAT 02	2 BHK	959.11 SQ.FT.	1294.79 SQ.FT.
FLAT 03	2 BHK	1295.96 SQ.FT.	1749.54 SQ.FT.
FLAT 04	2 BHK	925.66 SQ.FT.	1249.64 SQ.FT.
FLAT 05	2 BHK	927.68 SQ.FT.	1252.36 SQ.FT.

For, Pine Developers Pvt. Ltd.

Managing Director