(13)

AGREEMENT FOR SALE

The article of this agreement made at Patna on the ..... day of month of ..... in the year 2026.

BETWEEN

ANCHITA DEVELOPERS PRIVATE LIMITED, incorporated & registered as Company under the Companies Act, 1956 having its Registered Office at Mithapur "B" Area, Registration No.0311123AAFCA0907R through its Managing Director **SRI SANJAY SINHA** S/o Late Randhir Sinha, Aged-About ... Years, Aadhar No.5751 1025 4082, Mobile No.9334125477, residing at Mithapur "B" Area, Patna–800001, hereinafter called as the **DEVELOPER** which expression unless repugnant to the subject or context shall mean and include its Executor, Administrators, Legal Representative, Successor in office and / or Nominee or Nominees of the FIRST PART. PAN-AAFCA0907Q

AND

..... S/o or W/o ....., Aged-About ...., Aadhaar No....., PAN No....., Mobile No....., resident of ....., hereinafter referred to as PURCHASER which expression unless repugnant to the context or meaning there of the same shall mean and include their respective herein, executors, assigns, Administrators, etc. of the SECOND PART.

AND WHEREAS the first part is Developer and its main objectives are to buy, sell, develop and deal in lands and building including commercial and residential apartments and to carry on business of builder, contractor for all types of construction for its prospective PURCHASERS.

AND WHEREAS to achieve the above objectives the First Party have entered into a Development Agreement with 1) Smt. Geetanjali Pathak W/o Sri Murlidhar Pathak & D/o Late Ram Narayan Mishra, 2) Smt. Aditi Mishra W/o Late Surendra Mohan Mishra & Daughter-in-Law of Late Ram Narayan Mishra, 3) Smt. Shobhanjali Mishra W/o Sri Maheshwar Prasad Mishra & D/o Late Ram Narayan Mishra, 4) Smt. Neelima Pathak W/o Sri Gopal Pathak & D/o Late Ram Narayan Mishra and 5) Sri Rajesh S/o Late Savitri Mishra, in their respective piece and parcel of land measuring an area of 3 Katha lying at Mauza-Mithapur 'B' Area, P.S.-Jakkanpur, District-Patna, within the jurisdiction of Sub and Sadar Registry Office-Patna under Thana No.19, Tauzi No.498, Khata No.66, C. S. Plot No.70, on 02/02/2024 which was registered in Book I, Vol. No.32, Page No.36 to 53, Deed No.1387, Token No.1546/2024, at the Office of District Sub Registrar, Patna Sadar.

AND WHEREAS the Developer got the building plan has been sanctioned by Patna Municipal Corporation vide Plan Case No.P/Mithapur/PRN-G+3/1290/2025 dated 21/01/2026 and the company decided to construct a Multi Storied residential building on aforesaid land in the name and style of "SAVITRI SADAN".

AND WHEREAS the Developer got the building plan has been sanctioned by Bihar RERA vide Project Registration No. BRERAP..... Dated .....

AND WHEREAS the PURCHASER has taken inspection of the aforesaid documents and after being satisfied themselves about the right, title and interest of the Vendor over the said land and is also aware of the fact that the Vendor has entered and or entering into separate agreements with several other persons and or parties who are interested in acquiring the proposed flats.

AND WHEREAS the PURCHASER has also inspected and/ or otherwise are interested in acquiring a flat in the said complex more fully described in the Schedule II hereto upon the terms and conditions hereinafter mentioned.

GENERAL TERMS & CONDITION

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS: -

(1) That the Company shall construct and complete a complex known as **SAVITRI SADAN** over the land in terms of the scheme by the company.

(2) The buyer agreed to acquire from the Company the said Flat described in the Schedule A hereinafter for his residential purpose for a total consideration of Rs...../- (Rupees ..... only) as mentioned in the Schedule III hereunder written and the Company has agreed to convey the same in favour of the buyers at the said consideration.

(3) That total consideration has been calculated on the basis of Carpet Area as detailed in the Schedule A.

(4) The said total consideration shall be paid by the buyer to the company or its authorized representatives in the manner set out in the Schedule B hereunder written. It is also agreed that all such payments shall always be made by crossed A/C payee cheques or Pay Orders or Demand Draft or by E-Transfer drawn on the Bank in Patna in favour of the Company.

(5) In case any Sales Tax, Service Tax, G.S.T. or any other Govt. Duty or Tax (not being income Tax) is payable in relation to the said unit or the said building or the said complex, the same shall be on the account of the buyer and / or the buyers or other units as the case may be and the buyer further agrees and undertaken to keep the builder indemnified against any such claim or demand that may be made by any Authority. In case any extra amenities have to be provided at the

instance of Patna Municipal Corporation/any other Govt. Agency or any Court, the same shall be chargeable and bowered proportionately by all the flat owners.

(6) The buyer shall make timely payment amounts under the agreement whether demanded or not by the Company. In default of payment of any amount in time the buyer shall pay to the Company or its representatives interest at the rate of 12% per annum compounded every month on all amount in time which became due and payable by the buyer to the company under the terms of this agreement calculated from the date of the said amount become payable. It is specifically agreed that time for payment of the consideration amount by the buyer to the company as set out in the schedule B hereunder written shall be essence of the agreement.

(7) On the buyer not clearing all this dues along with interest @12% per annum within 60 days from the date of the said amount become payable and/ or committing default in payment on due date under this agreement twice and/ or on the buyer construing breach of any of the terms and conditions herein contained the company or its representatives shall be entitled at its own option to cancel and terminate this agreement in which even all right, title and interest of the buyer over the said flat shall stand extinguished and the company shall have to be further right, title and interest @12% on all delayed payments shall be also entitled to a liquidated damaged of 15% of the total consideration amount mentioned in schedule B hereunder written whichever is higher and the company after making such appropriation shall refund the balance amount to the buyer within 180 days from the date of such termination.

(8) As soon as the flat agreed to be acquired by the buyer is completed the company or its authorized representatives shall notify to the Buyer of the said flat having been completed.

(9) Within 15 days of the date of notice given to the Buyer by the Company or its representatives shall take possession of the said flat after full payment and/ or deposit of all amounts becoming due by the buyer to the company under this agreement.

(10) If even after the schedule date of possession the Buyer fails to make full payment as aforesaid and take the delivery of possession the Company or its authorized

representatives shall be entitled to terminate this agreement of the said flat at the entire risk at cost of the buyer and the Buyer shall be liable to pay full costs, charges, expenses that may be incurred by the company in connection with such sale and interest @12% per month compounded. Provided that the entire consideration amounts and deposits etc. due by the buyer to the company and the buyer performs all the terms and conditions as stipulated contained here into the performed, observed, the buyer shall be entitled to peacefully hold, possess and enjoy the said Flat without any interruption by any person or persons lawfully or equitable claiming for under or in trust for the company.

(11) After occupation, the Buyer shall not use the said flat for any purpose other than for which the said flat is being acquired by him. The Buyer shall keep the common area and the compound of the said building and the said complex neat and clean and in proper condition and shall neither occupy interfere hinder, keep the goods, furniture's etc. not shall use the same of the said flat for any illegal purpose or in the manner which may cause annoyance to the Buyers /Residents of other Flat in the Building of the complex.

(12) From the date of possession, the buyer agrees and undertakes to pay regularity and punctually whether demanded or not at all time agrees that the proportionate share of Municipal Rent and Taxes on the basis of the Municipal Assessment and of the outgoing charge calculated either on actual amount in respect of the said flat including all taxes, dues, duties, imposition outgoing, water charges, common utilities, maintenance charges including running charges, repairs, salaries of employees, (Security Guards, Sweepers, Collector, Liftman, Electrician etc.)

(i) Until such time the conveyance of the entire complex is executed as hereinafter stated, the buyer irrevocably agreed to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Builder and generally do all and every acts, that the builder may call upon the buyer to do in the interest of the building and / or the complex and the buyer of the other flat in the said building

(ii) The buyer agrees and undertakes that the Buyer shall always be bound to sign all papers and documents and to do all the things as the company may require from the

buyer from time to time in this behalf for safe guarding the interest of the company and buyers of the other flat in the said building.

(13) The buyer shall carry out all internal repairs of the said flat agreed to be acquired by him/her at his/ her cost and maintain in good condition state order and repairs and shall observe all the rules and by laws of the society of the said building.

(14) The Company covenants with the buyer that the construction of the said building shall be completed by Four Years and grace period One Year from the date of approval of the plan from Patna Municipal Corporation (i.e.-in Year 2026, provided however, that the time for completion shall be deemed to have been extended in the event of non-availability of materials or delay in respect of installments of the consideration amount from the Buyer or other flat / or delay due to force majeure save a provided therein, if the company is not able to give possession of the said flat to the buyer on the above account of any reasonable cause the buyer not be entitled to any damages whatsoever but shall be entitled to receive back the entire money paid by him/her to the Company .

(15) The buyer covenants with the company and through them with the buyer or other flats that he/she shall not only demolish any part or portion of the said building on any time or make or cause to be made any new construction of whatsoever nature in the said building on in the said complex or any part thereof the buyer further covenants that he/ she shall not make any additions or alternations to the said flat without the previous consent in written of the said Company or Association of the building.

(16) If Builder/Developer or Land Owners wants to construct additional structure in the complex after getting permission from Competent Authority, the company shall have full right to construct and raise stories or put additional structures on roof and/ or in the vacant land of the complex, the developer and land owner will be entitled to deal with or dispose of in such manner as the builder may expedient and the buyer shall not be entitled to raise or set out nor shall raise or create any obstruction or hindrance of any nature whatsoever on such right of company and buyer shall claim any right, title and interest in such additional structures constructed on such roof or vacant land in said complex.



(17) All costs and expenses in connection with formation of the said Association as well as costs of the preparing executing and registering of the Agreement deed or Agreements of deeds or Conveyance and conveyances, transfer of Deeds or any other document or documents required to be executed by the builder as also the professional or the cost of attorney of the Company for preparation and approval of such documents and also in stamp duty applicable at the time of sale agreement or conveyance of sale of flat, shall be borne and paid by the buyer and the company shall not be liable to contribute anything towards such expenses.

(18) In case any security or deposit is demanded by Electricity/Municipal authorities or any other local authority for supply for electricity, water, gas or any other facilities or utility or amenity, the buyer shall contribute proportionately as shall be determined by the builder/society of the buildings.

(19) All letters, receipts and/ or notices issued by the company and dispatched under certificate of posting to the above address or such other addresses as may be intimated by the buyer shall be sufficient proof of same by buyer on the 2nd Day from the date of dispatch.

(20) The buyer hereby agrees that the Company shall be entitled to create equitable or any legal mortgage, the land and building in the said complex either in full or in part of, for either obtaining loan for itself from any Bank or Institutions or any third party for facilitating and/or arranging loan for the buyer for the purpose of construction of the said building and/ or the said complex for buyer's flats in the said complex including the buyer from any Bank or Financial Institutions.

(21) The company hereby agrees to return all loans and interest, if obtained by the company for itself for the purpose of finishing the construction before the final conveyance. It is however whatsoever in respect to the loan arranging for the buyer and/ or the buyers of other unit as aforesaid and the buyer alone shall be responsible for the timely repayment of the same.

(22) The buyer hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the company or its authorized representatives for assisting the buyer in obtaining loan from Banks or Financial Institutions. The buyer further agreed and hereby irrecoverably authorize the

Company to receive all loans amount as and when received towards existing and/ or further installments payments by the buyer as detailed and set out in the schedule III hereunder written.

(23) In case any dispute of difference prices, the same shall be settled by the Arbitration nominated by the Buyer and Company.

(24) The Court having original jurisdiction in the town of Patna alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

(25) The roof of the said flat be used both as the roof of the said flat and floor of the flat constructed above it. Similarly, the floor of the said flat shall be used both as the floor of the said flat and roof for the flat below it, thus the roof and floor or the said flat shall jointly belong to the buyer and the purchaser of the flat above and below the said flat.

(26) The land left for road widening in front of the campus, according to master plan of Patna and flat owners have no right over that land in future.

SCHEDULE – I

SPECIFICATION

EARTH QUAKE resistant R.C.C. framed structure as per computer analysis and specification of architects/ structural consultants.

WALL FINISH: All walls and ceiling cement plastered and plaster of parish done. Externally exposed brick work/ plaster will be painted with cement base paint.

DOORS: Door famed of hardware or cold formed steel sections or R.C.C. flush/ panel door shutters painted with two coasts of synthetic enamel paint.

FLOORING: Vitrified Tiles (as per discussed)

KITCHEN:

(a) Working platform – Marble
(b) Dado – 1'-6" high glazed tiles above working platform.
(c) Sink – Marble/ steel

BATHROOMS:

(a) Dado – Glazed Title up to 5'-0" height
(b) Flooring – Marble

(c) Sanitary ware – White glazed ware of slandered make

The specification of the flat allotted will be follows:-

(d) Fittings – Chromium plated C.P. fitting.

WORDROB: Space to be left in the walls

COMMON SPECIFICATION OF THE PROJECT:

1. External Walls - Good quality of Cement/Cem.
2. Corridor/ Staircase - As per discussed
3. Water Supply - From own deep tube well and overhead tank
4. Generator - For flats one Agra/Local made generator will be provided for flats an emergency supply of 300 watts will be provided to each flat and for this the owner will have to pay the necessary cost (which is included in total consideration amount).

Note:- The Purchasers / allottees are advised to get the repair of any defect appearing in wood work, toilet, C.P. fittings & fixtures, electrical items development of any hair crack before taking the possession of the purchased unit. Once possession of the purchased unit is taken, no claim/ repair work will be done by the company. Since no guarantee is being provided by the manufacturers towards wood, electrical sanitary, pain items etc. so it is not possible to provide any such guarantee for any period.

SCHEDULE – A

(Description of the property under the Agreement)

(1)	Thana No.	:	19
(2)	Tauzi No.	:	498
(3)	Khata No.	:	66
(4)	C. S. Plot No.	:	70
(5)	Thana Code	:	187 (Zone-III)
(6)	Area of Plot	:	3 Katha or 9.375 Decimal
(7)	Mauza	:	Mithapur "B" Area
(8)	Post Office	:	G.P.O., Patna
(9)	Thana	:	Jakkanpur

(10) District : Patna

Boundary of "SAVITRI SADAN"

NORTH : Madan Mohan Lal & Ashok Kumar Gupta

SOUTH : Lalti Devi, Madan Mohan Rajak & Renuka Ganguly

EAST : Pyare Prasad Sinha

WEST : Branch Road

(1) **Detail Flat are given below:-**

Carpet Area of the Flat :- ..... sq. ft.

Super Built-up Area of the Flat:- ..... sq. ft.

Floor of the Flat: - ..... Floor

Number of the Flat:-.....

Location of the Flat: - Mithapur "B" Area

Name of the Apartment: - SAVITRI SADAN

(2) **Boundary of the Flat No.....:-**

North:- .....

South:- .....

East:- .....

West:- .....

SCHEDULE – III

COST OF THE BOOKED PROPERTY/PAYMENT SCHEDULE

Total consideration for sell of the Flat No..... in SAVITRI SADAN including cost of Car Parking Space on ground Floor, Generator, Lift, Transformer, and other common facilities shall be Rs...../- (Rupees ..... only) as the cost of flat (+ 5% GST will be applicable), measuring ..... sq. ft. Carpet Area of Flat No..... & ..... sq. ft. Super Built-up Area in SAVITRI SADAN. The term and condition for payment is as follows: -

a) On Booking *20%*

i) Amount already paid before execution of this Deed of Agreement - Rs..... /-

(Rupees Four Lakh only) through ..... Bank Cheque No..... dated ..... including GST

b) On Foundation 15%

c) On casting roof on the Second Floor 15%

d) On casting roof on the Third Floor 15%

e) On commencement of brickwork 15%

f) After flooring & POP 15%

g) Before Possession: 5 %

Other Fix Charges & Deposits: - Fixed charges will have to be paid by the purchaser at the time of booking of that unit.

Note: The company will reserve the right to change or remove any facilities without any prior last installment (before physical possession) interest, escalation and other dues as per calculation if any:

Notes:

1) The size, designmake, Company, quality for Generator, Panel etc. will be decided by company & no claim of PURCHASER will be entertained in any case.
   All above items will include Warrantee/Guarantee/Maintenance for one year only. Then after Purchaser/ Society of purchasers have to main taint themselves.
2) Tentative completion of construction will be around Aug 2024 as per RERA certificate). However, this time may exceed because of various conditions.

INTEREST

Outstanding dues will bear an interest @ 3% per month

The booking stands cancelled automatically without any notice if the dues are more than Rs. Seventy Thousand.

PENALTY

The PURCHASER will also pay 6 % the delayed installment amount as penalty charges one for each delayed installment payment. This will be apart and extra from the interest amount.

IN THE WITNESS WHEREOF, the above named Vendor has executed this Agreement for Sale in favour of the VENDEE on this ..... day of ..... 202... in presence of the following witnesses at Patna without any pressure or coercion and in sound health.

SIGNATURE OF VENDOR

1. SIGNATURE OF WITNESSE

Add.:-

SIGNATURE OF VENDEE

2. SIGNATURE OF WITNESSE

Add.:-