AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this_____day of_____,20_____,

BY AND BETWEEN

M/S ABHA ENGICON PRIVATE LIMITED, (CIN NO.-U45309JH2021PTC016810) a company having its Office at - Flat-101, Shri Ganesh Arpan, Biharsharif- Ekangar Road, Ward No.- 48, Maghra, Biharsharif, Dist.- Nalanda, Bihar-803101., **(PAN- AAVCA4924D)** through its Director **Mr. Pankaj Kumar,** Tirky Complex, Kanta Toli, Thana Lower Bazar, district-Ranchi, Jharkhand, India (Adhar No. 7446 8068 5638, PAN No.AGLPK4912E) hereinafter referred to as the **"PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees);

AND

[*If the Allottee is a Company*]

_____, (CIN No._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar No._____) duly authorized vide board resolution dated_____ _____, hereinafter referred to as the "**Allottee**" (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).

[OR]

[*If the Allottee is a Partnership firm*]

..... a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at....., (**PAN**.....),
Represented by its authorized partner, ...(Aadhar No .....) authorized *vide*_____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]
Mr./Ms._____,(Aadhar No._____) son/daughter of _____, aged about _____, residing at_____, (PAN_____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]
Mr._____,(Aadhar No._____) son of_____aged about_____for self and as the Karta of the Hindu Joint Mitakshara Family known as__ _____HUF, having its place of business/residence at__ _____,(PAN_____ _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs,representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

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(16of2016);
b) "Appropriate Government" means the State Government;
c) "Rules" means the Bihar State Real Estate (Regulation and Development) (General) rules,2017 made under the Real Estate (Regulation and Development) Act,2017;
d) "Regulations" means the regulations made under the Real Estate (Regulation and Development) Act, 2017.
e) "Section" means a section of the act.

Whereas:

(A) The Promoter have entered into a development agreement for construction of multistoried buildings comprising of residential flats/carparking space etc. on the land, total land bein **LAND OWNER** – Mr. Brij Kishore Prasad PROJECT- **BIMLA MANGAL GARDENS, 73.707 DECIMAL, MAUZA- MAGHRA, THANA-DEEPNAGAR, THANA NO-129, KHATA- 704, PLOT NO- 2816, 2817, DIST-NALANDA.**
as per the following details:

Development Agreement Deed No/date	Registry Office	Survey details	Mauza	Area
3077/01-03-2026	**NALANDA**	**Khata No.-704, Plot No.- 2816, 2817**	**MAGHRA**	**73.707 DEC.**
Total				**73.707 DEC.**

Total land of the Project= **73.707 DECIMAL**
Thus, the Promoter came in actual physical possession over the sameLand.

(B) The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project, comprising two multistoried Apartment buildings and flats and the said project shall be known as **BIMLA MANGAL GARDENS '(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 knownas ' ' ("**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 development shall be permitted unless it is a part of the plan approved by the competent authority.

(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..... [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated ..... bearing registration no.....;

(E) The Promoter has obtained the final lay out plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case maybe, from..... [Please insert thename of the concerned competent authority]. The Promoter agrees andundertakes that it shall not make any changes to these approved plansexcept in strict compliance with section 14 of the Acted other laws asapplicable;

(F) The Promoter has registered the Project under the provisions of the Act with the Bihar State Real Estate Regulatory Authority at_____ on_____under registration No._____;

(G) The Allottee had applied for an apartment in the Project *vide* application No._____dated_____and has been allotted apartment No. _____having carpet area of_____square feet, type _____, on floor in [tower/ block/ building] No._____ _____("**Building**") along with garage/ covered parking no._____admeasuring _____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 Section2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed here to and marked as **Schedule B**);

[OR]

The Allottee had applied for an apartment in the Project vide applicationNo.___ _____dated_____andhasbeen allotted plotNo. _____Having area of_____square feet, and plot for garage/ covered parking admeasuring_____square feet (if applicable) in the _____[Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share inthe 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**)

(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) [Please enter any additional disclosures/details];

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

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

(L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/ covered parking (if applicable) as specified in Para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties 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/Plot] as specified in Para G;

1.2. The Total Price for the [Apartment/ Plot] based on the carpet area is Rs. _(Rupees_____only ("**Total Price**") (Give breakup and description) :

S. No.	**Tower, Block**	**ApartmentType and otherChargeable areas(verandah, terrace, etc.)**	**Floor**	**Apartment No.**	**Rate of Apartment per square feet*(in Rs.)**	**Applicable GST (in Rs.)**	**Total Price (in Rs.)**
(A)	**(B)**	**(C)**	**(D)**	**(E)**	**(F)**	**(G)**	**(H)**
							Total

*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 para1 1,etc.,if/ as applicable.

[AND] [if/ as applicable]

Garage/Coveredparking–1	Price for 1
Garage/Coveredparking–2	Price for 2
Total Price (in Rupees)	

Explanation:

i. 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 orpayable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may belevied, in connection with the construction of the Project payableby the Promoter, by whatever name called) up to the date of handing over the possession of the [Apartment/Plot] to the allottee and the project to the association of allottee or the competent authority, as the case may be, after obtaining thecompletioncertificate:

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 theexpiry of the scheduled date of completion of the project as perregistration with the Authority, which shall include the extension ofregistration, 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 there 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.

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 whichmay be levied or imposed by the competent authority from time to time. ThePromoter 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/regulationto 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 anynew imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the

Said project by the authority as per the act, the same shall not be charged from the allottee.

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

1.5. 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 proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, 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 may be, without the previous written consent of the allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. [*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 isany 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 Para1.2 of this Agreement.

1.8. 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.

iv. 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 may be.

1.9 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 "facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physicalpossession 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 mortgagesor other encumbrances and such other liabilities payable to competentauthorities,banksandfinancialinstitution,whicharerelatedtotheproject.)Ifthepromoterfailstopayalloranyoftheoutgoingscollectedby it from the Allottees or any liability, mortgage loan and interest thereonbefore transferring the apartment to the allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they arepayable and be liable for the cost of any legal proceedings which may betakenthere forbysuchauthorityorperson.

1.11 The Allottee has paid a sum of Rs_____(Rupees_____ only) as booking amount being part payment towards the total price of theapartment/plotatthetimeofapplicationthereceiptofwhichthepromoterhereby acknowledges and the allottee hereby agrees to pay the remaining price of the (Apartment/ plot) as prescribed in the payment plan **[Schedule C]** as maybe demanded by the promoter within the time andthemannerspecified therein:

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

2. MODEOFPAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on writtendemand by the Promoter, within the stipulated time as mentioned in thePayment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favour of,, ..." Payableat.....

3. COMPLIANCEOFLAWSRELATINGTOREMITTANCES

3.1. The Allottee, if resident outside India, shall be solely responsible for complying withthe 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 fulfil 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 oranyotherapplicablelaw.TheAllotteeunderstandsandagreesthatintheeventofanyfailure on his/her parttocomply withthe

applicable guidelines issued by the Reserve Bank of lndia, he/she may be liablefor any action under the Foreign Exchange Management Act" 1999 or other lawsasapplicable,asamended fromtimetotime.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1above. The Allottee shallkeep the Promoter fully indemnified and harmless inthis regard. Whenever there is any change in the residential status of the Allotteesubsequent to the signing of this Agreement it shall be the sole responsibility ofthe Allottee to intimate the same in writing to the Promoter immediately andcomply with necessary formalities if any under the applicable laws. The Promotershall not be responsible towards any third party making payment/remittances onbehalf of any Allottee and such third party shall not have any right in theapplication/allotment ofthe said apartment/plot applied for herein in any way andthePromotershallbeissuingthepaymentreceiptsinfavouroftheAllotteeonly.

4. ADJUSTMENT/APPROPRIATIONOFPAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all paymentsmadebyhim/herunderanyhead(s)ofduesagainstlawfuloutstandingoftheallottee against the [Apartment/Plot], if any, in his/her name and theAllottee undertakes not to object/demand/direct the Promoter to adjust hispaymentsin anymanner.

5. TIMEISESSENCE

ThePromoter shall abide by the time schedule for completing the projectasdisclosed at the time of registration of the project with the authority and towardshandingoverthe[Apartment/Plot]totheAllotteeandthecommon areas to the association of the allottees or the competent authority, as the case may be.

6. CONSTRUCTIONOFTHEPROJECT/APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and acceptedthePaymentPlan,floorplans,layoutplans[annexedalongwiththisAgreement]which hasbeenapprovedbythecompetentauthority,asrepresentedbythePromoter.ThePromotersha lldeveloptheProjectinaccordancewiththesaidlayoutplans,floorplansandspecifications,ame nitiesandfacilities.SubjecttothetermsinthisAgreement,thePromoterundertakestostrictlyabi debysuchplansapprovedbythecompetent Authorities and shall also strictly abide by the bye-laws, FAR anddensity norms and provisions prescribed by the Master Plan for the area,ZoningRegulationsandBiharBuildingRulesasamendedandshallnothave

anoptiontomakeanyvariation/alteration/modificationinsuchplans,other than in the manner provided under the Act, and breach of this term bythePromotershallconstituteamaterialbreachoftheAgreement.

7. POSSESSIONOFTHEAPARTMENT/PLOT

7.1. Schedule for possession of the said [Apartment/Plot]:The Promoter agrees andunderstands that timely delivery of possession of the [Apartment/Plot] to theallotteeandthecommonareastotheassociationofallotteesorthecompetentauthority, as the case may be, is the essence of the Agreement. The Promoterassures to hand over possession of the [Apartment/Plot] along with ready andcomplete common areas with all specifications, amenities and facilities of theprojectinplaceon .....,unlessthereisdelayorfailureduetowar,flood, drought, fire, cyclone, earthquake or any other calamity caused by natureaffecting the regular development of the real estate project("**Force Majeure**"). If,however, the completion of the Project is delayed due to the Force Majeureconditions then the Allottee agrees that the Promoter shall be entitled to theextension of time for delivery of possession of the [Apartment/Plot], providedthat such Force Majeure conditions are not of a nature which make it impossibleforthecontracttobeimplemented.TheAllotteeagreesandconfirmsthat,intheevent it becomes impossible for the Promoter to implement the project due toForce Majeure conditions, then this allotment shall stand terminated and thePromotershallrefundtotheAllotteetheentireamountreceivedbythePromoterfrom the allotment within 45 days from that date. The promoter shall intimatetheallotteeaboutsuchterminationatleast30daypriortosuchtermination. AfterrefundofthemoneypaidbytheAllottee,Allotteeagreesthathe/sheshall nothaveanyrights,claimsetc.againstthePromoterandthatthePromotershallbe released and discharged from all its obligations and liabilities under thisAgreement.

7.2. **Procedurefortakingpossession:**ThePromoter,uponobtainingtheoccupancycertificate from the competent authority shall offer in writing the possession ofthe[Apartment/Plot],totheAllotteeintermsofthisAgreementtobetakenwithintwomonthsfromt hedateofissueofoccupancycertificate.[Providedthat, in the absence of local law, the conveyance deed infavour of the allotteeshallbe carried out bythe promoter within 3 months from the dateof issue ofoccupancycertificate].ThePromoteragreesandundertakestoindemnifytheAllotteeincaseoffail ureoffulfillmentofanyoftheprovisions,formalities,documentationonpartofthePromoter.TheAll ottee,aftertakingpossession,agree(s) to pay the maintenancecharges as determined by thePromoter/association of allottees, as the case may be after the issuance of thecompletioncertificatefortheproject.Thepromotershallhandovertheoccupancy certificate ofthe apartment/plot, as the case may be, to the allottee atthetimeofconveyanceofthesame.

7.3. **FailureofAllotteetotakePossessionof[Apartment/Plot]-**

Uponreceivingawrittenintimationfromthe Promoterasperpara7.2,the Allotteeshalltake possessionof the [Apartment/Plot] from thePromoter by executing necessary indemnities,undertakings and suchother documentation as prescribed in this Agreement, andthePromotershall givepossessionofthe[Apartment/Plot]totheallottee.IncasetheAllotteefailstotakepossessionwit hinthetimeprovidedinpara7.2,suchAllotteeshallcontinuetobeliabletopaymaintenancechargesa sapplicableinpara7.2.

7.4. **Possession by the Allottee** -After obtaining the occupancy certificate and handing overphysical possessionof the [Apartment/Plot] to the Allottees, it shall be theresponsibility of the Promoter to hand over the necessary documents and plans,including common areas, to the association of the Allottees or the competentauthority, as thecasemay be, as perthelocal laws.[Provided that, intheabsence ofany local law, the promoter shall handover the necessary documentsandplans,includingcommonareas,totheassociationofallotteesorthecompetent authority, as the case may be, within thirty days after obtaining thecompletioncertificate]

7.5. **CancellationbyAllottee**-The Allottee shall have the right to cancel/withdraw hisallotmentin theProjectasprovided in theAct:

Providedthatwheretheallotteeproposestocancel/withdrawfromtheprojectwithoutanyfaultofthepromoter,thepromoterhereinis entitledtoforfeitthebookingamountpaidfortheallotment.Thebalance amount of money paid by the allottee shall be returned bythepromoter totheallotteewithin 45daysofsuchcancellation.

7.6. **Compensation**-The Promoter shall compensate the Allottee in case of any losscaused to him due to defective title of the land, on which the project is beingdeveloped or has been developed, in the manner as provided under the Act andthe claim for interest and compensation under this provision shall not be barredbylimitationprovided underanylawforthetimebeinginforce.

Except for occurrence of a Force Majeure event, if the promoter fails to completeor is unable to give possession of the [Apartment/Plot] (i) in accordance with theterms of this Agreement, duly completed by the date specified in para 7.1; or (ii)due to discontinuance ofhis business as a developer on account ofsuspension orrevocationoftheregistrationundertheAct;orforanyotherreason;thePromotershallbeliable,onde mandtotheallottees,incasetheAllotteewishesto withdraw from the Project, without prejudice to any other remedy available, toreturn the total amount received by him in respect of the [Apartment/Plot], withinterest at the rate prescribed in the Rules including compensation in the mannerasprovidedundertheActwithinforty-fivedaysofitbecomingdue.Providedthat where if the Allottee does not intend to withdraw from the project, thePromoter shall pay theAllottee interest at the rate prescribed in the Rules foreverymonthofdelay,tillthehandingoverofthepossessionofthe[Apartment/Plot], which shall be paid by the promoter to the allottee withinforty-fivedaysofit becomingdue.

8. REPRESENTATIONSANDWARRANTIESOFTHEPROMOTER ThePromoterherebyrepresentsandwarrants totheAllottee asfollows:

8.1. The[Promoter]hasabsolute,clearandmarketabletitlewithrespecttothesaidLand; the requisite rights to carry out development upon the said Land andabsolute,actual,physical andlegal possessionofthesaidLandforthe project;

8.2. ThePromoterhaslawfulrightsandrequisiteapprovalsfromthecompetentAuthoritiestocarryout developmentoftheProject;

8.3. There are no encumbrances upon the said Land or the Project;[in case there areany encumbrances on the land provide detailsofsuch encumbrances includinganyrights,title,interestandnameofpartyinorover suchland]

8.4. There are no litigations pending before any Court of law or Authority withrespecttothe said Land,Project orthe[Apartment/Plot];

8.5. Allapprovals,licensesandpermitsissuedbythecompetent authorities withrespect to the Project, said Land and[Apartment/Plot] are valid and subsistingandhavebeenobtainedbyfollowingdueprocessoflaw.Further,thePromoter has been and shall, at all times, remain to be in compliance withallapplicable laws in relation to the Project, said Land, Building and [Apartment/Plot]andcommon areas;

8.6. The Promoter has the right to enter into this Agreement and has not committed oromitted to perform any act or thing, whereby the right, title and interest of theAllotteecreated herein,mayprejudiciallybeaffected;

8.7. The Promoter has not entered into any agreement for sale and/or developmentagreement or any other agreement / arrangement with any person or party withrespecttothesaidLand,including theProjectandthesaid[Apartment/Plot]whichwill,inany manner,affecttherightsofAllotteeunder thisAgreement;

8.8. ThePromoterconfirmsthatthePromoterisnotrestrictedinany mannerwhatsoever from selling the said [Apartment/Plot]to the Allottee in the mannercontemplatedin thisAgreement;

8.9. At the time of execution of the conveyance deed the Promoter shall handoverlawful,vacant,peaceful,physicalpossessionof the[Apartment/Plot]totheAllotteeandthecommonareasto theAssociationoftheAllotteesorthecompetentauthority,asthecasemaybe;

8.10. The Schedule Property is not the subject matter of any HUF and that no partthereofis ownedbyanyminor and/or no minor has anyright, title andclaimovertheScheduleProperty;

8.11. ThePromoterhasdulypaidandshallcontinuetopayand dischargeallgovernmentaldues,rates,chargesandtaxesand othermonies,levies,impositions,premiums,damagesand/or penaltiesandotheroutgoings,whatsoever,payablewithrespect tothesaidprojecttothecompetentAuthorities till the completion certificate has been issued and possession ofapartment, plot or building, as the case may be, along with common areas(equipped with all the specifications, amenities and facilities) has been handedover to the allottee and the association of allottees or the competent authority,asthe casemaybe;

8.12. No notice from the Government or any other local body or authority or anylegislative enactment, government ordinance,order, notification (including anynotice for acquisition or requisition of the said property)has been received by orserved uponthePromoter inrespect ofthesaidLandand/or theProject.

9. EVENTSOFDEFAULTSANDCONSEQUENCES:

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under aconditionofDefault,inthefollowing events:

I Promoter fails to provide ready to move in possession of the[Apartment/Plot] to theAllotteewithinthetimeperiodspecifiedinpara7.1orfailsto completetheprojectwithinthestipulatedtimedisclosedatthetimeof registrationoftheprojectwiththeAuthority.Forthepurposeofthisclause,'readytomoveinposs ession 'shallmeanthattheapartmentshall beina

habitable condition which is complete in all respects including the provision ofall specifications, amenities and facilities, as agreed to between the parties,and for which occupancy certificate and completion certificate, as the casemaybe,hasbeenissued bythecompetent authority;

iiDiscontinuanceofthePromoter"sbusinessasadeveloperon accountofsuspension or revocation of his registration under the provisions of the Act ortherulesorregulationsmade thereunder.

9.2. In case of Default by Promoter under the conditions listed above, Allottee isentitledtothefollowing:

i Stop making further payments to Promoter as demanded by the Promoter. Ifthe Allottee stops making payments, the Promoter shall correct the situationbycompletingtheconstruction milestonesandonlythereaftertheAllotteeberequiredtomakethe nextpayment without anyinterest;or

ii The Allottee shall have the option of terminating the Agreement in which casethe Promoter shall be liable to refund the entire money paid by the Allotteeunder any head whatsoever towards the purchase of the apartment, alongwith interest at the rate prescribed in the rules within forty-five days ofreceivingthetermination notice:

ProvidedthatwhereanAllotteedoesnotintendtowithdraw fromtheproject or terminate the Agreement, he shall be paid,by thepromoter,interestattherateprescribedintheRules,for everymonthofdelaytillthehandingoverofthepossessionof the[Apartment/Plot],whichshallbepaidbythepromotertotheAllotteewithinforty-five daysofitbecoming due.

9.3. TheAllotteeshallbeconsideredunderaconditionofDefault,onthe occurrenceofthefollowing events:

i In case the Allottee fails to make payments of installment within 15 days ofdemandsmadebythePromoterasperthePaymentPlan annexedhereto,despitehavingbeenissuednoticeinthatregardtheallotteeshall beliabletopay interest to the promoter on the unpaid amount at the rate prescribed intheRules;

ii In case of Default by Allottee under the condition listed above continues for aperiod beyond 60 days after notice from the Promoter in this regard, thePromoter may cancel the allotment of the [Apartment/Plot] in favour of theAllotteeandrefundtheamountmoneypaidtohimbytheallotteebydeducting the booking amount and the interest liabilities and this Agreementshall thereupon stand terminated. Provided that the promoter shall intimatetheallotteeaboutsuchterminationatleast thirtydayspriortosuch termination.

10. CONVEYANCEOFTHESAIDAPARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under theAgreement from the Allottee, shall execute a conveyance deed and convey the title of the[Apartment/Plot]togetherwith proportionateindivisibleshareintheCommonAreaswithin 3 months from the date of issuance of the occupancy certificate and the completioncertificate, 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 within3months from the date of issue of occupancy certificate]. However, in case the Allotteefails to deposit the stamp duty and/or registration charges within the period mentioned inthenotice, theAllottee authorizesthe

promotertowithholdregistrationoftheconveyancedeedinhis/herfavourtillpayment of stamp duty and registration charges to the Promoter is made by theAllottee.

11. **MAINTENANCEOFTHESAIDBUILDING/APARTMENT/PROJECT:**ThePromotershallber esponsibletoprovideandmaintainessential servicesintheProjecttillthetakingoverofthemaintenanceofthe projectbytheassociationoftheallotteesupontheissuanceofthecompletioncertificateoftheproject.Thec ostofsuch maintenancehasbeen includedin theTotalPriceofthe[Apartment/Plot].

12. **DEFECTLIABILITY:**It is agreed that in case any structural defect or any other defectin workmanship,qualityorprovisionofservicesoranyotherobligationsof thePromoteraspertheagreementforsalerelatingtosuch developmentisbroughttothe notice of the Promoter within a period of5 (five) years by the Allottee from thedate of handing over possession,it shall be the duty of the Promoter to rectify suchdefectswithout furthercharge,within30(thirty)days,andintheeventofPromoter"sfailure to rectify such defects within such time, the aggrieved Allotteesshall be entitled to receive appropriate compensation in the manner as providedundertheAct.

13. **RIGHTTOENTERTHEAPARTMENTFORREPAIRS:**ThePromoter/maintenanceagency /association of allottees shall have rights of unrestricted access of all Common Areas,garages/covered parkings and parking spaces for providing necessary maintenanceservicesandtheAllotteeagreestopermittheassociationofallotteesand/ormaintenance agency to enter into the [Apartment/Plot] or any part thereof, afterdue notice and during the normal working hours, unless the circumstances warrantotherwise,with aviewtosetright anydefect.

14. **USAGE:**Use of Basement and Service Areas:The basement(s) and service areas, if any,aslocated withinthe.....,shallbeearmarked forpurposessuchas parkingspacesandservicesincluding butnotlimitedtoelectricsub-station,transformer, DG set rooms,underground water tanks, pump rooms, maintenance andservice rooms, firefighting pumps and equipment"s etc. and other permitted uses aspersanctionedplans.TheAllotteeshallnotbepermittedtouse theservicesareasandthebasementsinanymannerwhatsoever,other thanthoseearmarkedasparking spaces, and the same shall be reserved for use by the association of allotteesformedbytheAllotteesfor rendering maintenanceservices.

15. **GENERALCOMPLIANCEWITHRESPECTTOTHEAPARTMENT:**

15.1. Subject to Para 12 above, the Allottee shall, after taking possession,be solelyresponsible to maintain the [Apartment/Plot] at his/her own cost, in good repairand 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,circulationareas,atrium orthecompoundwhichmaybeinviolationofanylawsorrulesofany authorityorchangeoralterormakeadditionstothe[Apartment/Plot]and keep the [Apartment/Plot], its walls and partitions, sewers,drains,pipeandappurtenancestheretoorbelongingthereto,ingoodand tenantable repair and maintain the same in a fit and proper condition andensure that the support, shelter etc. of the Building is not in anyway damaged orjeopardized.

15.2. TheAllotteefurtherundertakes,assures and guarantees that he/she would not put any sign-board / name-plate,neonlight, publicity material or advertisement material etc. on the face/ facade of theBuilding or anywhere on the exterior of the Project,buildings therein or CommonAreas. The Allottees shall also not change thecolour scheme of the outer walls orpainting of the exterior side of the windowsorcarryout any change intheexterior elevation or design. Further the Allottee shall not store any hazardous orcombustible goods in the [Apartment/Plot] or place any heavy material in thecommon passagesorstaircaseoftheBuilding.TheAllotteeshallalsonotremove anywall,includingtheouterandloadbearingwallofthe[Apartment/Plot].

15.3. The Allottee shall plan and distribute its electrical load in conformity with theelectrical systems installed by the Promoter and thereafter the association ofallottees and/or maintenance agency appointed by association of allottees. TheAllottee shall be responsible for any loss or damages arising out of breach of anyofthe aforesaid conditions.

16. **COMPLIANCEOFLAWS,NOTIFICATIONSETC.BYPARTIES:**The Parties is entering into thisAgreement for the allotment of a[Apartment/Plot] with the full knowledge of all laws,rules,regulations,notificationsapplicabletothisproject.

17. **ADDITIONALCONSTRUCTIONS:**The Promoter undertakes that it has no right to makeadditionsorto putupadditionalstructure(s)anywhereintheProjectafterthebuilding plan,layoutplan,sanctionplanandspecifications,amenitiesandfacilitieshasbeenapprovedbythecompe tentauthority(ies)exceptforasprovided intheAct.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**After the Promoter executes thisAgreement he shall not mortgage or create a charge on the [Apartment/Plot/Building]andifanysuch mortgageorchargeismadeorcreatedthennotwithstandinganything contained in any other law for the time being in force, such mortgageor chargeshallnotaffecttherightandinterestoftheAllotteewhohastakenoragreedtotakesuch[Apartment/P lot/Building].

19. **THE BIHAR APARTMENT OWNERSHIP ACT, 2006:** The Promoter has assured the Allottees thatthe project in its entirety is in accordance with the provisions of the Bihar ApartmentOwnershipAct,2006.ThePromoter showingcomplianceofvariouslaws/regulationsasapplicablein Bihar.

20. **BINDINGEFFECT:**Forwarding this Agreement to the Allottee by the Promoter doesnot 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 thepayments due as stipulated in the Payment Plan within 30 (thirty) days from the dateof receipt by the Allottee and secondly, appears for registration of the same beforetheconcerned Sub-Registrar-____(specifytheaddressoftheSub-Registrar)as and when intimated by the Promoter. If the Allottee(s)fails to executeand deliver to the Promoter this Agreement within30(thirty) days from the date ofits receipt by the Allottee and/or appear before the Sub-Registrar for its registrationas and when intimated by the Promoter, then the Promoter shall serve a notice to theAllotteeforrectifyingthedefault,whichifnotrectifiedwithin30(thirty)daysfrom the

date of its receipt by the Allottee, application of the Allottee shall be treated ascancelled and all sums deposited by the Allottee in connection therewith including thebookingamountshallbereturnedtotheAllotteewithoutanyinterestorcompensationwhatsoever.

21. ENTIREAGREEMENT: ThisAgreement,alongwithitsschedules,constitutestheentire Agreement between the Parties with respect to the subject matter hereof andsupersedesanyandallunderstandings,anyother agreements,allotmentletter,correspondences,arrangementswhether writtenororal,ifany,betweentheParties inregardtothesaid apartment/plot/building,as thecasemaybe.

22. RIGHTTOAMEND: This Agreement may only be amended through written consent oftheParties

23. PROVISIONSOFTHISAGREEMENTAPPLICABLEONALLOTTEE/SUBSEQUENTALLOTTEES Itisclearlyunderstoodandsoagreedbyandbetweentheparties heretothatalltheprovisionscontained herein and the obligations arising hereunder in respect of the[Apartment/Plot]andtheProjectshallequallybeapplicabletoandenforceableagainstanysubsequentAllotteesofthe[Apartment/Plot],incaseofatransfer,asthesaidobligationsgoalongwiththe[Apartment/Plot]forallintentsandpurposes.

24. WAIVERNOTALIMITATIONTOENFORCE

24.1. The Promoter may, at its sole option and discretion, without prejudice to itsrights as set out in this Agreement, waive the breach by theAllottee in notmaking payments as per the Payment Plan [Annexure C] including waivingthepaymentofinterestfordelayedpayment.Itismadeclearandsoagreed by the Allottee that exercise of discretion by thePromoter in thecaseofoneAllottee shallnot be construedto be a precedent and/orbinding on the Promoter to exercise such discretion in the case of otherAllottees.

24.2. Failure on the part of the Parties to enforce at any time or for anyperiod oftime the provisions hereof shall not be construed to be a waiver of anyprovisionsoftherightthereaftertoenforceeachand everyprovision.

25. SEVERABILITY: If any provisionofthis Agreement shallbe determined tobevoidor unenforceableundertheActortheRulesandRegulationsmade thereunderorunderotherapplicablelaws,suchprovisionsoftheAgreementshallbedeemedamended or deleted in so far as reasonably inconsistent with the purpose of thisAgreementandtotheextent necessarytoconformtoActortheRulesandRegulationsmade thereunderortheapplicablelaw,asthecasemaybe,andthe remainingprovisions ofthis Agreementshallremainvalidand enforceable asapplicableatthetimeofexecution ofthisAgreement.

26. METHODOFCALCULATIONOFPROPORTIONATESHAREWHEREVERREFERREDTOINTHEAGREEMENT: WhereverinthisAgreementitisstipulatedthattheAllotteehastomakeanypayment,incommonwithotherAllottee(s)inProject,thesameshallbetheproportionwhichthecarpetareaof the[Apartment/Plot]bearstothetotalcarpetareaofallthe[Apartments/Plots]in theProject.

27. FURTHERASSURANCES: Both Parties agree that they shall execute, acknowledge anddeliver tothe other such instruments and take such other actions, in additions totheinstrumentsandactionsspecificallyprovidedforherein,asmaybe reasonablyrequired in order to effectuate the provisions of thisAgreement or of any transactioncontemplated herein or to confirm or perfect any right to be created or transferredhereunder orpursuant toanysuchtransaction.

28. PLACEOFEXECUTION: The execution of this Agreement shall be complete only uponits executionbythePromoterthroughitsauthorizedsignatoryatthePromoter"sOffice,orat someotherplace,whichmaybemutually agreedbetweenthePromoter Agreementshallbedeemedtohavebeenexecutedat_____.

29. NOTICES: ThatallnoticestobeservedontheAllotteeandthePromoteras contemplated by this Agreement shall be deemed to have been duly served if sentto the Allottee or the Promoter by Registered Post at the irrespective addressesspecifiedbelow:_____NameofAllottee

_____
_____(AllotteeAddress)M/s
_____Promotername
_____(PromoterAddress)

It shall be the duty of the Allottee and the Promoter to inform each other of anychangeinaddresssubsequenttotheexecutionofthis Agreementintheaboveaddress by Registered Post failing which all communications and letters posted at theaboveaddressshallbedeemedtohavebeenreceivedbythePromoterortheAllottee,asthe casemaybe.

30. JOINTALLOTTEES: That in case there are Joint Allottees all communications shall besent by the Promoter to the Allottee whose name appears first and at the addressgiven by him/her which shall for all intents and purposes to consider as properlyservedon alltheAllottees.

31. SAVINGS: Any application letter, allotment letter, agreement, or any other documentsigned by the allottee, in respect of the apartment, plot or building, as the case maybe, prior to the execution and registration of this Agreement for Sale for suchapartment, plot or building, as the case may be, shall not be construed to limit therights and interests of theallottee under the Agreement for Sale or under the Act ortherulesorthe regulationsmadethereunder.

32. GOVERNINGLAW: That the rights and obligations of the parties under or arising out ofthisAgreement shall be construed and enforced in accordance with the Act and Rulesand Regulations made thereunder including other applicable laws of India for the timebeingin force.

33. DISPUTERESOLUTION: All or any disputes arising out or touching upon or in relation tothe terms and conditions of this Agreement, including the interpretation and validity ofthe terms thereof and the respective rights and obligations of the Parties, shall besettled amicably by mutual discussion, failing which the same shall be settled throughthe adjudicatingofficerappointed undertheAct.

IN WITNESS WHEREOF parties hereinabove named have set their respective handsandsignedthisAgreement forsaleat _____*(city/townname)*inthep resenceof attestingwitness, signingassuchonthedayfirst above written.

SIGNEDANDDELIVEREDBYTHEWITHINNAMED

Allottee:(including joint buyers)

(1) Signature_____
Name_____
Address_____

(2) Signature_____
Name_____
Address_____

SIGNEDANDDELIVEREDBYTHEWITHINNAMED:

Promoter:

(1) Signature (Authorized Signatory)_____
Name_____
Address_____

At_____on_____inthepresenceof:

WITNESSES:

(1) Signature_____
Name_____
Address_____

(2) Signature_____
Name_____
Address_____

SCHEDULE 'A'
[Description of the said Unit]

Flat /Unit bearing No._____of_____**BHK** Type having carpet area admeasuring_____**Square Meter** subject to variation on account of internal plaster finishing along with adjoining /appurtenant/ abutting and the exclusive rightto use, occupy exclusive Balcony admeasuring_____**Square Meter**, exclusive Terrace admeasuring_____**Square Meter** and Open Balcony admeasuring _____Square Meter situated on_____Floor in the building/Wing „ _____"along with exclusive facility to use_____Covered Parking Space in the Project known as"
BIMLA MANGAL GARDENS, situated on project total land being **LAND OWNER** – Mr. Brij Kishore Prasad PROJECT- **BIMLA MANGAL GARDENS, 73.707 DECIMAL, MAUZA- MAGHRA, THANA-DEEPNAGAR, THANA NO-129, KHATA- 704, PLOT NO- 2816, 2817, DIST-NALANDA.**
Boundaries of Project:

NORTH: BIHAR-EKANGAR ROAD MAIN ROAD

SOUTH: GYANSHALA

EAST: MR. JITENDRA KUMAR, MR. GIRIJA PRASAD SINGH, GOPAL JI & KANHAIYA JI

WEST: MR. LALIT PRASAD SINGH & MR. DAYANAND PRASAD SINGH

Boundaries of the Apartment/Unit:

North:

South:

East:

West:

SCHEDULE 'B'

The approved floor plan of the project "**BIMLA MANGAL GARDENS**" has been enclosed along with this document for ready reference.

SCHEDULE'C'
[PAYMENTPLAN]

PAYMENTPLAN

Progress	Payment
At the time of booking	10%
At the time of Foundation	10%
On Start of 1st floor Casting	10 %
On Start of 2nd floor Casting	10 %
On Start of 3rd floor Casting	10 %
On Start of 4th floor Casting	10 %
On Start of 5th floor Casting	10 %
at the completion of brick work of the respective unit	10 %
at the completion of internal plaster of the respective unit	05%
at the completion of flooring of the respective unit	05%
at the completion of finishing work of the respective unit	05%
Before Handing over possession of the respective unit along with previous dues if any	05%

The Total price of the Units Rs_____/-(Rupees_____only).

SCHEDULE'D'

[Specifications,amenities,facilitieswhichareapartoftheApartment]

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.
6. Electrical:Concealed electrification with fire retardant cables and switches of ISI mark, provision for adequate light and power point, TV point in living and master 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,facilitieswhicharepartoftheproject]

1. 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. Civilwork:Brick is first quality. Branded company cement and other accessories.
3. ExternalWallFinishes:surfacebysandtexmatt/supersnocem/weathercoat paint.