AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this __ day of _____, 20____,

BY AND BETWEEN

M/S **APNA GHAR ASSOCIATES.**, a Partnership Firm incorporated under the provisions of the Partnership Act, 1932, having its **Registered Office** at **NANDAN PAHAR CHOWK, NEAR PARKING STAND, DEOGHAR, JHARKHAND 814112 INDIA** and **Corporate Office** at **KALI BARI, 103, GULMOHAR APARTMENT, MANIK SARKAR GHAT ROAD, MANIK SARKAR, BHAGALPUR, BIHAR 812001 INDIA**, **PAN - ABNFM4076E**, represented by its Authorized signatory **KUMAR ABHIJEET** (AADHAAR – **5119 3170 9737**) hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors,, administrators and permitted assignees);

AND

[*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 at75_____, (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]

APNA GHAR ASSOCIATES
Kumar Abhijeet
PARTNER

[*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, ..., (Aadhaar 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. _____, (Aadhaar 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._____, (Aadhaar 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 (16 of 2016);
b) "Appropriate Government" means the State Government;
c) "Rules" means the Bihar State Real Estate (Regulation and Development) (General) rules, 2017 made under the Real Estate (Regulation and Development) Act, 2017;
d) "Regulations" means the regulations made under the Real Estate (Regulation and Development) Act, 2017.
e) "Section" means a section of the act.

APNA GHAR ASSOCIATES
Ahmad Abrar
PARTNER

Whereas:

(A) The Promoter have entered into a development agreement for construction of multistoried buildings comprising of residential flats/car parking space etc. on the land, total land being **442.84 SQM, LAND OWNER – SHRI AMITAVA ROY, SHRI SUNANDO ROY, AT - MOHALLA – SATISH SARKAR LANE, MASAKCHAK, WARD NO. - 23, P.S. - ADAMPUR (JOGSAR), ANCHAL - JAGDISHPUR, DIST. - BHAGALPUR - 812001. 10.9595 DECIMAL, MAUZA – ADAMPUR (WARD NO. - 5), WARD NO. - 23, KHATA - 442, KHESRA – 413 (KA, KHA, GA, GHA), DIST. - BHAGALPUR.** as per the following details:

Development Agreement Deed No. Date	Registry Office	Survey Details	Mauza	Area
19239 30/11/2024	BHAGALPUR	Khesra - 413 (KA, KHA, GA, GHA) Khata - 442	ADAMPUR, WARD NO-23	10.9595 DECIMAL
Total				10.9595 DECIMAL

Total land of the Project= **10.9595 DECIMAL**

Thus, the Promoter came in actual physical possession over the same Land.

(B) The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project, comprising one multistoried Apartment buildings and flats and the said project shall be known as **CHABI ENCLAVE '(Project Name)'.**

[OR]

The said land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project, comprising 1 Plots and [insert Any other components of the project] and the said project shall be known as **'CHABI ENCLAVE'** ("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 Municipal Commissioner of Bhagalpur Municipal Corporation [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated **23-06-2026** bearing registration no. **240/BMC/MAP/2026-27**;

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Partner

(E) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case maybe, from **Municipal Corporation Department, Bhagalpur** [Please insert the name of the concerned competent authority]. 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 Acted other laws as applicable;

(F) The Promoter has registered the Project under the provisions of the Act with the Bihar State Real Estate Regulatory Authority at _____ 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 Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

The Allottee had applied for an apartment in the Project vide application No._____ dated _____ and has been allotted plot No._____ 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 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**)

(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

APNA GHAR ASSOCIATES
PARTNER

stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(L) In accordance with the terms and conditions set out in this Agreement and as 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 break up and description) :

S. No.	Tower, Block	Apartment Type and other Chargeable areas(verandah, terrace, etc.)	Floor	Apart Ment. 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 para 11, etc., if/as applicable.

[AND] [if/as applicable]

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

Explanation:

i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

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ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the [Apartment/Plot] to the allotee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

iv. The Total Price of the [Apartment/Plot] includes: Recovery of price of land, Construction of (Not only the apartment but also) the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11, etc and includes cost for providing all other facilities, amenities and specifications to be provided within the [apartment/plot] and the project.

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

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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 instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

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 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 [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

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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 maybe.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with the garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or Linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

The Allottee has paid a sum of Rs_____ (Rupees _____ only) as booking amount being part payment towards the total price of the apartment/plot at the time of application the receipt of which the promoter hereby 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 and the manner specified therein:

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

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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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 thereunder 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 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.

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/plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the [Apartment/Plot]to the Allottee and the common areas to the association of the allottees or the competent authority, as the case maybe.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the

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Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Master Plan for the area, Zoning Regulations and Bihar Building Rules as amended and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1. Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on ....., unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of [Apartment/Plot]- Upon receiving a written intimation from the Promoter as per para7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In

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case the Allottee fails to take possession within the time provided in para 7.2,such Allottee shall continue to be liable to pay maintenance charges as applicable in para 7.2.

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

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 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/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it 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;

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8.3. There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

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

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

8.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee 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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

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

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

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 governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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 [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a

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habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupancy certificate and completion certificate, as the case may be, has been issued by the competent authority;

ii Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made 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 apartment, along with interest at the rate prescribed in the rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project 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 [Apartment/Plot], 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 of instalment within 15 days of demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter 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 60 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee [provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the

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promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT /PROJECT: The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

12. DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

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15.2. The Allottee further undertakes, assures

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

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties is entering into this Agreement for the allotment of a[Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to this project.

17. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) except for as provided in the Act.

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

19. THE BIHAR APARTMENT OWNERSHIP ACT, 2006: The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006. The Promoter showing compliance of various laws/regulations as applicable in Bihar.

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 Sub-Registrar-_____(specify the address of the Sub-Registrar)as and when intimated by the Promoter. If the Allottee(s)fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the

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

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 the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

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27. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ..... after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____. Hence this Agreement shall be deemed to have been executed at_____.

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

_____ (Allottee Address)
M/s _____Promoter name
_____ (Promoter Address)

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

30. JOINT ALLOTTEES: That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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 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.

APNA GHAR ASSOCIATES
PARTNER

IN WITNESS WHEREOF parties hereinabove named have set their respective handstand signed this Agreement for sale at _____ *(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) Signature_____
Name_____
Address_____

(2) Signature_____
Name_____
Address_____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorized Signatory) _____
Name_____
Address_____

At_____ on _____ in the presence of:

WITNESSES:

(1) Signature_____
Name_____
Address _____

(2) Signature_____
Name_____
Address _____

APNA GHAR ASSOCIATES
Ishmeet Ahluwalia
PARTNER

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 right to 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 **CHABI ENCLAVE** situated on project total land being **442.84 SQM, LAND OWNER – SHRI AMITAVA ROY, SHRI SUNANDO ROY, AT - MOHALLA – SATISH SARKAR LANE, MASAKCHAK, WARD NO. - 23, P.S. - ADAMPUR (JOGSAR), ANCHAL - JAGDISHPUR, DIST. -BHAGALPUR - 812001. 10.9595 DECIMAL, MAUZA – ADAMPUR (WARD NO. - 5), WARD NO. - 23, KHATA - 442, KHESRA – 413 (KA, KHA, GA, GHA), DIST. - BHAGALPUR.**

Boundaries of Project:

North: SHAMBHAVI WIFE OF GOPAL KRISHNA JHA,

South: SATISH SARKAR LANE,

East: SMT. S SARKAR AND COMMON RASTA,

West: VIJAY RAJAK

Boundaries of the Apartment/Unit:

North:

South:

East:

West:

APNA GHAR ASSOCIATES

PARTNER

SCHEDULE 'B'

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

APNA GHAR ASSOCIATES

PARTNER

SCHEDULE 'C'
[PAYMENT PLAN]

(A) SUBSIDISED ONE TIME PAYMENT PLAN

At the time of booking	10%
Within 7 days of execution of Agreement for Sale	90%

(B) CONSTRUCTION LINKED PAYMENT PLAN

Progress	Payment
At the time of booking	10%
Within 7 days of execution of Agreement for Sale	10%
At the time of Plinth Work	10%
Casting of G floor slab	10%
Casting of 1st floor slab	10%
Casting of 2nd floor slab	10%
Casting of 3rd floor slab	10%
Casting of 4th floor slab	10%
On completion of Brick work	10%
On completion of Internal and external plaster	5%
At the time of possession	5%

The Total price of the Unit is Rs _____/- (Rupees _____ only).

APNA GHAR ASSOCIATES

Ishmeet Ahuja

PARTNER

SCHEDULE 'D'

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

S. No.	Descriptions	Specifications
1.	Drawing Room	Floor: Vitrified Tile Fixtures and Fittings: Modular Switches/Sockets and points for light/fan, T.V. Wall: Putty
2.	Dining Hall	Dining Room: Floor: Vitrified Tile Fixtures and Fittings: Modular Switches/Sockets and points for light/fan. Wall: Putty
3.	Master Bed Room	Floor: Vitrified Tile Fixtures and Fittings: Modular Switches/Sockets and points for light/fan, T.V. and Ac. Wall: Putty
4.	Bed Room	Floor: Vitrified Tile Fixtures and Fittings: Modular Switches/Sockets and points for light/fan. Wall: Putty
5.	Bath	Floor: Tiles Fixture and Fittings: White Sanitary ware, Indian Pan and basin, PVC cistern and CP fittings, hot & cold connection in bath. Wall: Tiles of 7' height.
6.	Kitchen	Floor: Vitrified Tile Fixture and Fittings: Granite Counter, stainless steel sink. Wall: Tiles above counter of 2' height.
7.	Balconies	Floor: Vitrified Tile Fixture and Fittings: MS handrail over Brick work. Wall: Putty.
8.	Lobby/Corridor	Floor: Vitrified Tile Flooring Fixture and Fittings: MS railing in all staircase.
9.	Doors and Windows	Flush Door with Sakhua/Sal wood door frames. Aluminum Sliding openable glazed window.
10.	Power Back-up	Silent Generator with provision for power back up for common areas and essential services.
11.	Structure	Earthquake Resistance RCC framed Structure.
12.	External Façade	Texture/Exterior Quality paint, as per architect.

APNA GHAR ASSOCIATES
Kumar Abhijit
PARTNER

SCHEDULE 'E'

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

1. Foundation: RCC Pile foundation, or as per the structural design.
2. Structure: RCC Framed structure, earthquake resistant.
3. Civil work: 1st class brick work in 1:4 ratio.
4. External Wall Finishes: surface by weather coat paint.

S. NO.	AMENITIES
1	One Passenger Lift.
2	24 X 7 Water supply.
3	100% Power backup for common areas.
4	Security Room.
5	Parking for flats.

APNA GHAR ASSOCIATES

PARTNER