(Agreement For Sale)

This Agreement for sale **("Agreement")** executed on this **..... Day of .....,** **202...** of Cristian Era;

BY AND BETWEEN

MAA BHAWANI INFRA AND DEVELOPERS, a partnership firm constituted under the provisions of Indian Partnership Act – 1932, has its principal place of business at Flat No. 302, Durga Apartment, Near Rajdhani Apartment, P.O.- Keshri Nagar, Mahesh Nagar, Patna – 800024, Bihar. **PAN: ABITFM1844J** represented by one of its **Partner – Mr. Shailesh Kumar, (Aadhar**

No.: 7334 7501 2511) S/o Om Prakash Sinha, **Contact No.: 9304447751 referred as its authorised signatory.**

Partner: Mr. Shailesh Kumar, S/o Om Prakash Sinha, Mobile No.: 9304447751 (Aadhar No.: 7334 7501 2511) authorised by authorization letter dated 10-07-2024 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

Mr. ……, (Aadhar No.: ……) Son/Daughter/Wife of **……..,** aged about …. years, and currently residing at **……., PAN: ……..., Contact No.: ……..,** and permanently residing at: ……, hereinafter called as the, **"Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).**

AND WHEREAS:

(A) The promoter has landed property through Development Agreement Vide Deed No.: 23923, Serial No.: 23989 dated: 28-09-2022, in Book No. 1, Volume No. 413 on pages from 505 to 527 and has been preserved in total 23 pages in C.D. No. 63/Year 2022, total 53.83 decimals equivalent to 13.45 Kathas of land situated at Mohalla – Khabra, Anchal – Mushahari, P.S.- Sadar, District – Muzaffarpur; District Registry office, Muzaffarpur.

(B) Sri Om Prakash and Sri Vardhan are the absolute and lawful owner of the **Plot No.:** 936, 937 & 1681, **Khata No.:** 40, **Thana No.:** 334, **Mauza:** Khabra, **Circle:** Mushahari, **P.S.:** Sadar, **Area/Rakba:** 53.83 Decimals or 13.45 Katha, **District:** Muzaffarpur, Nagar Nigam, Muzaffarpur, State Bihar. The said land is earmarked for the purpose of building a residential project **B+G+7**, multi-storied apartment building of **2 BHK and 3 BHK**, in sizes of **751.21** Square feet carpet area to **1115.57** Square feet carpet area and the said building which will be known as **"OM PARADISE"**.

(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 the Project is to be constructed have been completed.

(D) The **Municipal Commissioner, Muzaffarpur Municipal Corporation** has granted the commencement certificate to develop the project vide approval date: .....

(E) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the apartment from the Registered Engg. **Er. Chandan Ranjan, Architect, Empanelment No. CA/2017/81393 UDHD, Government of Bihar** approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

(F) The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna, No.: .....

(G) The Allottee had applied for an apartment flat in the Project vide application no.: **RGE-..... Dated: .....** has been allotted **Unit No.: .....** having **Carpet Area: ..... Square feet, Unit Type: ..... BHK,** on ..... **Floor** in **block** named **"OM PARADISE"**, Project along with **1 (One)** covered parking no: (*to be confirmed at the time of possession*) admeasuring approximately ..... Square feet each in the Basement/ Ground Floor location of the covered perking, 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 and the floor plan of the Apartment is annexed hereto and marked as "Schedule B").**

(H) The Parties have gone through all the Terms & Conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

(I) The Parties confirm that they acknowledge their duties and responsibilities towards successful execution of this Agreement.

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

(K) The Parties, relying on the confirmations, representations and assurances of each other to faithfully aside by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the Terms and Conditions appearing hereinafter.

(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 Unit/Flat and the closed parking as specified in **Para. "G". NOW THEREFORE,** in consideration of the mutual representations, covenants, assurances, promises, and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

(1) TERMS:

1.1 Subject to terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the unit/flat and the closed parking as specified in **para. "G".**

1.2 The total Price for the flat based on the Carpet Area ....., Super Built-up Area ..... And Saleable Area ..... (*including Balconies, veranda area, Open Terrace Area, Proportionate Internal Common Areas & Proportionate Combined Service Areas*) exclusive of the cost of the Non _ Builder's Account, Taxes and registration charges.

Price Break Up and Description of the Allotted Unit No.		
Sl. No.	**Description**	**Details**
1.	Name of the Project	OM PARADISE
2.	Unit Type	..... BHK
3.	Unit Number	.....
4.	Carpet Area/ Super Built-up Area	..... Sq. Ft.
5.	Basic Sale Price/Square Feet	As Per Saleable Area
6.	Cost on Basic Sale Price	Rs...../-
7.	Cost of Parking	NIL

8.	Cost of Additional Parking	Not Applicable
9.	Cost towards Amenities	Waived Off
10.	Cost of Non-Builders Account	As Applicable
11.	Cost towards GST	On Actual
12.	Other Taxes if Applicable	On Actual
13.	Legal/Registration Charges	On Actual
14.	**Total Price of the Unit**	**Rs. ...../-**

EXPLANATION:

(i) The Total price above includes the booking amount paid by the Allottee to the Promoter towards **Unit No. .....**

(ii) The Total Price above i.e. **Rs. ...../-** will incur Taxes as applicable on actuals (consisting of tax paid or payable by the promoter by way of any tax or cess 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 to the Allottee 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 schedule date of completion of the Project as per registration with the Authority, as per the Act, the same shall not be charged from the Allottee.

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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) 1) The Total Price of Apartment includes: as per Saleable Area Rs. ...../- (*including Balconies, veranda area, Open Terrace Area, Proportionate Internal Common Areas & Proportionate Combined Service Areas*).

2) One closed parking/(s) as provided in the Agreement.

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 the development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1.5 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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the of the Allottee. 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.

1.6 The final Carpet Area is ..... **Square feet** for **Unit No. .....** on the .....**th (.....) floor** of **OM PARADISE** in the residential township project of **"MAA BHAWANI INFRA AND DEVELOPERS"** that has been allotted to **Mr. .....** The total price Payable for the carpet area ..... Square Feet is **Rs. ...../- (Rupees ..... only) exclusive of the cost of amenities, non-builder's account, taxes and registration charges.**

If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.7 Subject to **Clause 9.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detention and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

(iv) The Allottee has the right to visit the Project Site to assess the extent of development of the project and its Apartment.

It is made clear by the Promoter and the Allottee agrees that the unit along with **One parking** shall be treated as a single individual 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 benefits 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 institutions, 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 therefor by such authority or person.

(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 demand by the Promoter, within the stipulated time as mentioned in the **Payment Plan ("Schedule C")** through A/c Payee Cheque/Demand Draft or online payment in Favour of **"MAA BHAWANI INFRA AND DEVELOPERS"** payable at PATNA.

(3) COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendments(s) or 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 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 shall 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 this regard to matters specified in **Clause 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 making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

(4) ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorises the Promoter to adjust/appropriate all payment made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

(5) TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. 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 to the Allottee and the common areas to the association of the Allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

(6) CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has been the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plans, payment plan, 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. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the Bihar Building Bylaws and RERA Bihar 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:

7.1 Schedule for possession of the said Apartment:

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of the Allottees or the competent Authority, as the case may be is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment in **"AUGUST 2029"** 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, 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 to the Allottee in terms of this Agreement to be taken within 2 (Two) months from the date of issue of occupancy certificate, provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (Three) 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 as the case may be at time of conveyance of the same.

7.3 Failure of Allottee to Take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per **clause 7.2**, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in **clause 7.2.**

7.4 Possession by the Allottee:

After obtaining the occupancy certificate and handing over physical possession of the Apartment 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 absence of any local law, the Promoter shall hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within **30 (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 of **18% (Eighteen Percent)** paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee with **45 (Forty-Five) 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 section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of as Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment;

(i) In accordance with the terms of this Agreement, duly completed by the date specified herein in **clause 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, with interest at the rate specified in the Rules within **45 (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 specified in the Rules for every month of delay, till the handing over the possession of the Apartment which shall be paid by the Promoter to the Allottee within **45 (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:

(i) 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.

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said Land or the Project.

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

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

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee create herein, may prejudicially be affected.

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

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

(ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent Authority, as the case may be.

(x) 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.

(xi) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and possession of Apartment, plot or building as the case may be, along with common areas (equipped with all the specifications, and facilities) has been handed over to the Allottee and the association of the Allottees or the competent Authority, as the case may be.

(xii) 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 to the Allottee within the time period specified in **clause 7.1** or fails to complete the Project within stipulated time disclosed at the time of registration 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 habitable condition which is complete in all respects including the provision of all

specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest.

(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 specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 days (forty-five days) of it becoming due.

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

(i) In case the Allottee fails to make payments for **3 (Three)** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate **18%** specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond three (3) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the amount paid to him by the Allottee by the deducting the booking amount of 18% and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least **30 days (thirty days)** prior to such termination.

(10) CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per clause 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate individual share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. Provided that, in the absence of the local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months (three months) from the date of issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter/notice, the Allottee authorises the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

(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 issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

(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 of 5(five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, 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/closed 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 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 Block of **"OM PARADISE"**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and 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 **Clause 12** above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardised.

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

15.3 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 are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular.

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

(19) APARTMENT OWNERSHIP ACT OF BIHAR:

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 the said law.

(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 Office of Sub Registrar, Muzaffapur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

(21) ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements 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 Project/Apartment shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

(24) WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the **Payment Plan ("Annexure C")** including waiving 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 Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

(25) SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

(27) FURTHER ASSURANCES:

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

(28) PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Sadar Registry Office, Muzaffarpur, 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 Muzaffarpur. Hence this Agreement shall be deemed to have been executed at Sadar Registry Office, Muzaffarpur, Bihar.

(29) NOTICES:

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

Name of Allottee: Mr. .....

Address of Allottee: .....

.....

.....

Promoter's Name	:	MAA BHAWANI INFRA AND DEVELOPERS
Registered Address	:	FLAT NO. 302, DURGA APARTMENT, NEAR RAJDHANI APARTMENT, P.O.- KESHRI NAGAR, MAHESH NAGAR, PATNA – 800024 (BIHAR).
Of the Promoter	:	Mr. SHAILESH KUMAR, PARTNER.
Corporate Office	:	FLAT NO. 302, DURGA APARTMENT, NEAR RAJDHANI APARTMENT, P.O.- KESHRI NAGAR, MAHESH NAGAR, PATNA – 800024 (BIHAR).

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, prior to the execution and registration of this Agreement of Sale for such apartment shall not be construed to limit the rights and interests 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 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.

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

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

1. **Signature** .....

   Name .....

   Address .....

   .....

2. **Signature** .....

   Name .....

   Address .....

   .....

SIGNED AND DELIVERED BY THE WITHIN NAMED:
(Promoter/Authorised Signatory)

Signature .....

Name .....

Address FLAT NO. 302, DURGA APARTMENT, NEAR RAJDHANI APARTMENT, P.O.- KESHRI NAGAR, MAHESH NAGAR, PATNA – 800024 (BIHAR).

At Patna on ..... Day of ....., 202... in the presence of:

WITNESSES:

1. **Signature** .....

   Name .....

   Address .....

   .....

2. **Signature** .....

   Name .....

   Address .....

   .....

SCHEDULE 'A'

(DESCRIPTION OF THE APARTMENT LAND)

In **District** – Muzaffarpur, **Sadar Registry Office** at Muzaffarpur, **Plot No.:** 936, 937 & 1681, **Khata No.:** 40, **Thana No.:** 334, **Mauza:** Khabra, **Circle:** Mushahari, **P.S.:** Sadar, **Area/Rakba:** 53.83 Decimals or 13.45 Katha, **District:** Muzaffarpur, **State:** Bihar, the boundary of which is as mentioned below:

BOUNDARY OF THE LAND	
Direction	**Description**
East	Sri Prakash
West	Plot No. 939

North	Niz (Landowners)
South	N.H. 28

(DESCRIPTION OF THE ALLOTTED FLAT)

All that piece and parcel of …… floor premises demarcated as Flat No: ……., Admeasuring: …….. Square feet Carpet Area, along with one Covered car parking of approximately 100 Square feet parking space at (basement/Ground floor) of the block named: **OM PARADISE** in the residential Township Project known as: **"MAA BHAWANI INFRA AND DEVELOPERS"** in plot of Land admeasuring under:

Plot No.: 936, 937 & 1681, **Khata No.:** 40, **Thana No.:** 334, **Mauza:** Khabra, **Circle:** Mushahari, **P.S.:** Sadar, **Area/Rakba:** 53.83 Decimals or 13.45 Katha, **District:** Muzaffarpur, **State:** Bihar to be constructed out of the plot described as above which is bounded and butted as follows:

BOUNDARY OF THE ALLOTTED FLAT	
Direction	**Description**
East	
West	
North	
South	

SCHEDULE 'B'

(PAYMENT SCHEDULE)

Sl. NO.	MILESTONES	CHARGES
1	Booking & Sale Agreement	10%
2	Within 45 days of Booking	20%
3	Ground Floor Roof Completion	15%
4	2nd Floor Slab Casting	15%
5	3rd Floor Slab Casting	10%
6	Completion of Brick Work	10%
7	Completion of External Plaster	10%
8	Final on Offer of Possession	10%

SCHEDULE 'C'

(ARCHITECTURE AND STRUCTURAL SPECIFICATIONS OF THE ALLOTTED UNIT/FLAT)

1.	**BUILDING**	:	Earthquake Resistance.
2.	**FOUNDATION**	:	RCC frame structure with brick work in cement mortar as per design and specification of Architects/Structural consultant.
3.	**CHOWKHATS**	:	Door frame of sal wood.
4.	**MAIN DOOR**	:	Teak wood finished door or flush door with brass fittings, locks, latches of reputed make.
5.	**OTHER DOORS**	:	32 mm thick ISI mark flush door with stopper, lock, latches of reputed make.
6.	**WINDOWS**	:	Aluminum or U.P.V.C. windows with M.S. Grill 30 mm, with 5 mm glass.
7.	**FLOORING**	:	Vitrified tiles flooring Kajaria/Somani/Johnson (24" x 24" size) flooring along with skirting in all area of flats.
8.	**KITCHEN**	:	a) Flooring vitrified tiles (Johnson/Somani). b) Working platform-granite slab (16 mm). c) Dado-24" high ceramic tiles. d) Sink: Stainless steel sink with suitable hot and cold water tap fittings. e) Aqua Guard point provision. f) Geezer point provision for hot water supply. g) Provision for exhaust fan/fresh air fan point to be provided. h) Power Point.
9.	**DINNING SPACE**	:	Provision of one wash basin in related space.
10.	**BATHROOM/TOILET**	:	a) Flooring – antiskid ceramic tiles (Johnson/Somani). b) Walls – Ceramic tiles up to 8 feet height. c) Sanitary – white glazed vitreous sanitary ware of ISI mark (Hindware/Parryware or equivalent).

		d) Fittings – Chromium-plated fittings of ESSCO/ MARC/JAQUAR. e) Cistern – Ceramic cistern in matching door (Hindware/Parryware or equivalent). f) Washing Machine point provisions. g) Geyser point provision with suitable electrical connection. h) Fresh air fan point provisions in each bathroom.
11. ELECTRICAL WORKS	:	a) All internal wiring in concealed conduits with copper wires of ISI Marks. b) All electrical modular switches and accessories of ANCHOR/ LEGRAND/ HAVELLS make. c) Separate meter provision for utilities and common space electrification.
12. T.V. & TELEPHONE	:	One T.V. point and one telephone plug pin provided in the Drawing, Dining room and in all the bedrooms.
13. CABLE	:	Cable point to be provided in the Drawing, Dining and in all the bed rooms.
14. INTERNAL WALL	:	All internal walls shall be finished with good quality plastic paint over proper base preparation of plaster of Paris.
15. EXTERNAL WALLS	:	All external walls shall be covered with putty and 02 coats of branded all weather coat paint with at least 05 years of warranty.
16. PARKING	:	Marble flooring/ equivalent tiles with adequate lighting.
17. BORE HOLES	:	Boring and Tube well of adequate capacity CROMPTON / KSB or equivalent make submersible pump connected to adequate capacity underground / overhead storage tank for uninterrupted water supply to all flats.

18. LIFT	:	Provision of two elevator of a standard company (KONE or JOHNSON of 06 passengers' capacity will be installed.
19. GENERATOR	:	Good quality branded silent Generator (Mahindra/ Kirloskar make with adequate capacity for stand by Power supply together with canopy and diesel storage tank with 1 KVA Power Back-up to each flat from Generator.
20. TRANSFORMER	:	If permitted from P.E.S.U. will be installed.
21. INTERCOM	:	Inter-com facility provided in each flat with central Console at Security Guard station.
22. Fire	:	Installation of fire-fighting arrangement and fire extinguisher as per the specification of the Fire Department.

Note: The specifications are tentative and subject to minor modifications. Building materials like bricks, cement, steel, etc. shall be of the best quality and standard. Modern technology may be used by developers with the consent of land owners.

(The **"Schedules"** to this **Agreement for Sale** shall be as agreed to between the Parties)