SCHEDULE 'A'

All that **Flat no. G-1** having Carpet area of ..... square feet & Exclusive Balcony area ..... sq. ft., on the ..... floor in **"ROY VILLA"** admeasuring corresponding Built up area ..... sq.ft. and Super built up area ..... square feet along with garage/covered Parking no. ..... on ..... Floor, alongwith proportionate share in land etc., land situated in Mauza Danapur Sahjadpur, Mohalla- East Danapur, Survey Thana -Danapur and District Patna in pertaining to Plot No. 926, and Society Plot no. 78, Khata No. 227. Tauji No. 5400, under Thana No.21, measuring a total area of 6280 Sq.ft. more or less and within the limit of Nagar Parishad Danapur Nizamat, Sub. Registry office Danapur and Sadar Registry office Patna, having following boundaries and REVENUE DETAILS OF SAID PROPERTY AS FOLLOWS :-

(i) District : Patna
(ii) Revenue Circle Office : Danapur
(iii) Revenue Halka : Nagar Parisad Danapur
(iv) Revenue Gram : Danapur Sahjadpur
(v) Revenue Thana No. : 21

BOUNDARY OF THE FLAT:

North :
South :
East :
West

(Description of total land on which **"Roy Villa"** has been constructed).

All that piece and parcel of land total measuring about 6280 Sq.ft. more or less situated in Mauza Danapur Sahjadpur, Mohalla- East Danapur, Survey Thana -Danapur and District Patna in pertaining to Plot No. 926, and Society Plot no. 78, Khata No. 227. Tauji No. 5400, under Thana No.21, and within the limit of Nagar Parishad Danapur Nizamat, within jurisdiction of Sub. Registry office Danapur and Sadar Registry office Patna and paying the annual rent to the Circle Officer, Danapur , Patna (Bihar) Vide Part Current-116 and Page No. 45 and same is bounded as follows:-

BOUNDARY OF THE BUILDING/Land :

North :- Private Land.
South :- Society Road
East :- Society Plot no. 79/80
West :- Private Land.

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Note:- Govt. value is mentioned at **Code No.- 113 & Zone- 3** of M.V.R. 2016-17.

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SCHEDULE 'B' - FLOOR PLAN OF THEAPARTMENT

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SCHEDULE 'C'
PAYMENT PLAN

Time of Booking	10%		
At the time of Piling		10%	
At the time of Cap casting		10%	
At the time of Capping	10%		
At the time of First floor casting:		15%	
At the time of Second floor casting:			15%
At the time of Third floor casting:		10%	
At the time of Fourth floor casting:		10%	
Completion of Brick work :		5%	
Before 15 days of possession	5%		

SCHEDULE 'D'
SPECIFICATIONS
AMENITIES, FACILITIES OF THE APARTMENT

Building	:	Earth Quake Resistance.
Foundation	:	RCC Frame structure with Brick work in cement mortar as per design and specification of architects/Structural consultants.
Chowkhats	:	Door Frame of Sal Wood or Hard Wood.
Doors	:	30mm thick ISI mark flush door with stopper and SS L drop.
Windows glass over	:	Aluminium window with smoke reflection and grill. Grill will be painted two coat primer.
Flooring flooring flats.	:	Vitrified tile flooring (24" x 24" Size) along with skirting in all area of
Kitchen	:	a). Flooring vitrified tiles b). Working platform-granite slab (16mm) c). Dado-24" high ccramic tiles. d). Sink : stainless steel sink with one swan neck water tap. e). Aqua Guard point provision f). Geyser point provision for hot water supply. g). Provision for exhaust fan/ fresh air fan point to be provided. h). Power Point.
Dining Space	:	Provision of one basin in related space.

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Bathroom/ Toilet		
Flooring	:	Antiskid ceramic tiles.
Walls	:	Ceramic tiles up to 7 feet height
Sanitary	:	white glazed vitreous sanitary ware of ISI mark (Hindware / Parryware or equivalent).
Fittings	:	Chromium plated fitting of ESSCO/MARC or equivalent.
Cistern	:	PVC Cistern of Hindware or equivalent made. in Washing Machine point provisions.
Electrical Work	:	All internal wiring in concealed conduits with copper wires of ISI marks. All electrical modular switches and accessories of ANCHOR / LEGRAND / HAVELLS (HPL) make or equivalent. **Separate meter space provision for utilities and common space electrification.
T.V. & Telephone	:	One T.V. Point and one telephone plug socket provided in the Drawing, Dining room and in all the bed rooms.
Cable	:	Cable point to be provided in the Drawing, Dining and in all the bed rooms.
Internal Wall	:	Internal wall decorated with 3 coat Birla wall putty.
External Walls	:	All external walls shall be covered with putty and 02 coats of branded all weather coat paint.
Parking	:	Marble crazy flooring/equivalent tiles with adequate lighting.
Staircase	:	Staircase will be finished with Marble/Granite / tiles and also with stainless steel railing.

SCHEDULE 'E'

SPECIFICATIONS

AMENITIES, FACILITIES OF THE PROJECT

Bore Holes	:	Boring and tube well of adequate capacity adequate CROMPTON/KSB or quivalent make submersible pump connected to capacity underground/overhead storage tank for uninterrupted water supply to all flats.

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Lift : Provision of one elevator of a standard company (sharp classic 500 seriws of ISI Mark) of adequate capacity will be installed.

Generator : Good quality branded silent Generator (Mahindra/Kirloskar make or equivalent) with adequate capacity for standby power supply together with canopy and diesel storage tank. 300 watt power Back-up to each flat from Generator.

Transformer : Transformer will be installed as per requirement.

Intercom : Intercom facility provided in each flats with central console at security Guard Station.

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ANU DEVELOPERS (OPC) PRIVATE LIMITED

CIN NO- U45202BR2021OPC05136

OFFICE : R.K. NIWAS ,ROAD NO-2 EXTN. RAJBANSHI NAGAR,

P.S- SHASTRI NAGAR , PATNA-800023,

ALLOTMENT LETTER.

To,

R/o

Sub:-Allotment Letter of Flat No.....in " ROY VILLA"

Dear Sir/ Mam

We are please to inform you that we have receive a sum of Rs.....

----------/- (Rupees.....only) as booking amount paid by you by cheque No.....dt.....of.....bank. Your are also informed that the flat No.....(3BHK) (2BHK) on the .....floor in our project " ROY VILLA".....has been booked to you as per your choice. Flat No.....with care parking space in which area is.....sq.ft. with proportionate undevided share of land.

Thanking you

ANU DEVELOPERS (OPC) PVT. LTD.

DIRECTOR

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this .....th (Date) day of ....., (Month), 2021,

BY AND BETWEEN

ANU DEVELOPERS (OPC) PVT. LTD., having its registered office at R. K. Niwas, Road No. 2 Extension, Rajbanshi Nagar, P.S.- Shastri Nagar, Distt.- Patna, PIN- 800023, Bihar, **Company PAN- AAVCA0130H,** bearing registration no. U45202BR2021OPC051369, under companies act 2013 (18 of 2013), represented through its Director **Smt. Renu Devi,** aged about 44 years, wife of Sri Rajeev Ranjan Kumar, resident of R. K. Niwas, Road No. 2 Extension, Rajbanshi Nagar, P.S.- Shastri Nagar, Distt.- Patna, PIN- 800023, Bihar, Indian Citizen, **having**

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Aadhar No. 3257 6668 2055 & Mobile No. 896954710, 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, and permitted assigns).

AND

..... , aged about ..... years wife/son of ....., resident of ....., hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

Aadhar No. .....

PAN- .. ..

Mobile No. .....

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.

WHEREAS:

A. The Promoter is the Developer of land situated in Mauza Danapur Sahjadpur, Mohalla- East Danapur, Survey Thana -Danapur and District Patna in pertaining to Plot No. 926, and Society Plot no. 78, Khata No. 227. Tauji No. 5400, under Thana No.21, measuring a total area of 6280 Sq.ft. little more or less and within the limit of Nagar Parishad Danapur Nizamat, Sub. Registry office Danapur and Sadar Registry office Patna.

AND WHEREAS:

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The Promoter become the Developer of the property to frame and launched a scheme to achieve the object entered into a registered Development Agreement which is registered in the Office of the Sub Registry Office, Danapur in Book No. 1, Volume No. 143, C.D. 22/Years 2021, Pages from 370 to 393, bearing Deed No. 6988, Serial No. 7299, dated 10/04/2021, executed by Land Owner namely **SRI MARUTH NATH ROY, Son** of Late **Dharmendra** Nath Roy. resident of Vill- Rajauli, P.S- Karimuddinpur. Bagend, Distt.- Ghazipur, (U.P.) **presently** residing at Qr. No. L2/72, P.I.T Colony, P.O.- Lohiya Nagar, P.S.- Patrakar Nagar, Kankarbagh, Patna, Pin- 800020.

WHEREAS, the above named land owner's Father Dharmendra Nath Roy Purchased the Property, Through registered sale deed executed by Panchwati Sahkari Grih Nirman Samiti Ltd Patna. Registration no. 58/PAT/DIST/36, Through its Secretary Sri Prem Nath Singh, son of Late Gaya Prasad Singh, resident of Mohalla- Sadaquat Ashram, P.S- Patliputra. Distt- Patna. which is registered in the office of Sub registrar Danapur in Book no. 01, Volume no. 29, page no. 237 to 242, Deed no. 6041, dated l2.09.1989. Since then the Dharamendra Nath Roy came in actual physical possession over the land. Dharamendra Nath Roy died leaving behind son Sri Maruth Nath Roy, then Sri Maruth Nath Roy coming in actual Physical possession over land and got his name mutated in Government records and is paying ground rent to the state of Bihar through Circle office and accordingly rent receipt is being issued in his name

B. the Said Land is earmarked for the purpose of building a residential project, comprising G+3 multistoried apartment buildings and the said project shall be known as **ROY VILLA"**; in conformity with the said sanctioned plan approved by the name from the Nagar Parishad Danapur Nizamat vide building plan case No. 35/2020-21dated 08.07.2020 by empanelled Architect Sri Ajit Singh in empanelment no.-18/ARCH/2015/NPDN;

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;

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D. The Executive Officer Nagar Parishad Danapur Nizamat has granted the commencement certificate to develop the Project from NIL.

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment plot or building, as the case may be. From Nagar Parishad Danapur Nizamat. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable:

F. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority bearing no. **BRERA..... dt. .....** at Patna.

G. The Allottee had applied for an apartment in the Project vide application and has been allotted **Flat no. .....** having Carpet area of **.....** square feet & Exclusive Balcony area **.....** sq. ft., on the **.....** floor in **"ROY VILLA"** admeasuring corresponding Built up area **.....** sq.ft. and Super built up area **.....** square feet along with garage/covered Parking no. **.....** on **.....** Floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

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

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

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all

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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 Flat 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 Flat 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):

Block/Building Tower no. Rate of Apartment per square feet *

Apartment no. _____

Type …. BHK

…… Ground

Total price ...../- (in rupees)

* Provide break up 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 0,00,000/-

Garage/Covered parking - 2 Price for 2

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Total price (in rupees)

[OR]

Plot no. Rate of Plot per square feet*
Type Residential

Total price (in rupees)

•Provide break up of the amounts such as cost of plot, proportionate cost of common areas, 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];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot 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 ased 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

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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 [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 said project by the Authority, as per the Act, the same shall not be charged from the allottee.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ xxx % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be 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 may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the net milestone of the Payment Plan as provided in Schedule- C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

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

(i) The Allottee shall have exclusive ownership of the Flat;

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

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

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

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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 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 Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **ROY VILLA, CURRENT ACCOUNT NO.-50200058331311, IFSC CODE-HDFC0009375, HDFC Patel Nagar Branch.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Flat to the Allottee and the common areas to the association of allottees or the competent authority', as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

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The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Real Estate (Regulation and Development) Act, 2016 & Bihar Real Estate (Regulation and Development) Rules, 2017 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT:

7.1 Schedule for possession of the said Flat- The Promoter agrees and understands that timely delivery of possession of the Flat 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 Flat along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **31st, May, 2024**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, 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

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to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, 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 fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of 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 Flat- Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the allottee. In 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 specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Flat to the Allottees, it shall be the responsibility of the Promoter to hand

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over the necessary documents and plans, including common areas, to the association of Allonees 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 Flat (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 businesses 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 Flat, 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

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possession of the Flat, 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:

(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; [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]

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat 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 Flat 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 created 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 Flat 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 Flat to the Allottee in the manner contemplated in this Agreement;

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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 Flat 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 Flat,

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 a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONALCONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat 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 Flat.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

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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 Real Estate (Regulation and Development) Act, 2016 & Bihar Real Estate (Regulation and Development) Rules, 2017.

20. BINDING EFFECT:

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

(i) 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,

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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 Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat 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 [Annexurc 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. SEVERAB1LITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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,

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the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flat 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 authorized signatory' at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Patna after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the **District Sub-Registrar Danapur**. Hence this Agreement shall be deemed to have been executed at **District Sub-Registrar Patna.**

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:

.....

.....

.....

AND

ANU DEVELOPERS (OPC) PVT. LTD.,
office at R. K. Niwas, Road No. 2 Extension,
Rajbanshi Nagar, P.S.- Shastri Nagar, Distt.- Patna,
through its Director **Smt. Renu Devi**,
wife of Sri Rajeev Ranjan Kumar

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution

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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. 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 there under.

31. GOVERNING LAW:

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

32. 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.

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DIRECTOR

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee:
Signature_____

.....

.....
SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:

Signature (Authorized Signatory) _____
ANU DEVELOPERS (OPC) PVT. LTD.,
registered office at R. K. Niwas, Road No. 2 Extension,
Rajbanshi Nagar, P.S.- Shastri Nagar, Distt.- Patna, PIN- 800023,
through its Director **Smt. Renu Devi**

At Patna on_____ in the presence of:

WITNESSES:
(1) Signature_____

Name_____

Address _____

(2) Signature_____

Name_____

Address _____

Drafted as per RERA format and
material provided by the parties :-

ANU DEVELOPERS (OPC) PVT. LTD.
DIRECTOR

(MANOJ KUMAR)
Advocate,
'Chamber', Belwar Gali, Near
Micro Lab, Lodipur, Chhajubagh,
Patna.

ANU DEVELOPERS (OPC) PVT. LTD.
DIRECTOR