ANNEXURE

[Sec rule 8]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this___(Date) day of_(Month), 2024.

BY AND BETWEEN

M/S HEJAL HOMES (OPC) PRIVATE LIMITED, (CIN No.- U45209BR2021OPC051302, Company PAN No.- AAFCH7169H), a company incorporated under the provisions of the companies act, [1956 0r 2013, as the case may be], having its registered office at **Ward No.- 27, H. No.- WM-020-0166, Maa Jagdamba Complex, Balua Tal, Motihari, East Champaran-845401, Bihar** and its corporate office at **Ward No.- 27, H. No.- WM-020-0166, Maa Jagdamba Complex, Balua Tal, Motihari, East Champaran-845401, Bihar,** Represented by its authorized signatory Director, Mr. Manish Kumar Soni, Aged About 35 Years S/o Surendra Prasad Saraf, Maa Jagdamba Complex, Ward No.- 27, Near Over Brige, Balua Tal, Motihari, East Champaran-845401, Bihar,(Aadhar No.- 4246 5973 8907) hereinafter referred to as the "**Developer**" (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

[If the Allottee is a company]

_____CIN no._____), a company incorporated under the provisions of the companies act, [1956 0r 2013, as the case may be], having its registered office at _____and its corporate office at _____represented by its authorized signatory Director, _____authorized vide board resolution dated _____hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

[OR]

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DIRECTOR

[If the Allottee is a partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN No.- _____) represented by its authorized partner, _____, (Aadhaar No.- _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an individual]

Mr. /Ms. _____, (Aadhaar No. _____) son/daughter of, aged..... about _____, residing at _____, (PAN No. _____), 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)

[OR]

[If the Allottee is a HUF]

Mr.___, (Aadhaar No.- _____) son of aged about___for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _, (PAN No.- _____). hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

The Developer 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.

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WHEREAS:

A. The Landowner is the absolute and lawful owner of (I)Mr. Motilal Sahni aged about 50 years S/o- Shri Vakeel Sahni, R/o- Ramgadhwa Tola Badaharwa, P.S.- Motihari Muffasil, District- East Champaran, Bihar, (II)Mrs. Meena Devi aged about 49 years W/o- Motilal Sahni, R/o- Ramgadhwa Tola Badaharwa, P.S.- Motihari Muffasil, District- East Champaran, Bihar, (III)Vakeel Sahni Alias Anup Kumar aged about 33 years S/o- Late Bharat Sahni, R/o- Fursatpur, P.S.- Motihari Muffasil, District- East Champaran, Bihar, (IV)Munna Sahni aged about 37 years S/o- Late Bharat Sahni, R/o- Fursatpur, P.S.- Motihari Muffasil, District- East Champaran, Bihar, totally measuring 29.87 decimal more or less is equivalent to 1209.235 Square metres more or less a situated at Mauza- Zamla, Plot No.(CS)/Khasra No.- 17, Khata No.- 27, Thana No.- 123, Tauzi No.- 354, Village/Mohalla- Zamla in Tehsil & District- East Champaran- 845401, Bihar (Said Land") vide Development Agreement (s) dated 15/06/2024 registered as document no. 7408 at the office of the Sub- Registrar Motihari.

[OR]

_____("Owner") is the absolute and lawful owner of [khasra nos. / survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____square meters situated at _____in Tehsil & District _____ ("Said Land") vide sale deed(s) dated _____ registered as documents no._____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration / development / joint development] agreement dated _____ registered as document no. at the office of the Sub-Registrar;

B. The Said Land is earmarked for the purpose of building a residential project, comprising ONE multistoried apartment buildings and car parking space and the said project shall be known as **'M.S. FAMILY VILLA'**;

The Said Land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development the same shall be permitted unless it is a part of the plan approved by the competent authority ;

C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;

D. The _____ has granted the commencement certificate to develop the Project vide approval dated_____ bearing registration no-;

E. The Developer has obtained the final layout plan /sanctioned **Plan Case No.-019/2025-26 Dated 06.11.2025** for residential building and approvals for the Project and also for the apartment/building from **Motihari Municipal Corporation**.

The Developer 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 Developer has registered the Project under the provisions of the Act with The _____ Real Estate Regulatory Authority at _____ under Registration No. _____, on _____

G. The Allottee had applied for an apartment in the Project vide application no. _____dated_____201_ has been allotted apartment no._____

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Having carpet area of_____square feet, type_____ floor in building "_____" along with garage/covered parking no. _____[Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas (**"Common Areas"**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **"Apartment"** more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

The allottee had applied for a Flat in the project vide application no. _____ dated _____ and has been allotted Flat no. _____ having area of square feet and Flat for garage/covered parking admeasuring square feet (if applicable) in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas **"Common Areas"**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **"Flat"** more particularly described in **Schedule A**);

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

I. _____[Please enter any additional disclosures/details];

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

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are 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 Developer hereby agrees to sell and the Allotted hereby agrees to purchase the Apartment 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 agrees as follows:

TERMS:

1.1 Subject to the terms and conditions as detailed in this agreement, the Developer agrees to sell the allottee and the allottee hereby agrees to purchase the apartment as specified in Para G

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1.2 The Total Price for the [Flat] based on the carpet area is Rs..... (Rupees_____only (**"Total Price"**):_____ except GST "Total Cost Break-up for Flat No..... BHK on .....th floor

S.I No.	Inclusions	Rate per square feet (Carpet area)	Area	Price
1	Flat Carpet Area			
2	Flat Exclusive Balcony/Verandah			
3	Garage/Covered Parking no....			
4	Maintenance Charge	@ for 6 month from the date of completion certificate		
		Total cost without Taxes		
Tax-GST @ at cost (as applicable rate)				
Total cost with Taxes (in rupees)				

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the [Apartment/Flat];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the apartment/Flat 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 Developer shall be increased/reduced based on such change / modification:

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

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(iii) The Developer 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 Developer within the time and in the manner specified therein.

(iv) The Total Price of [Flat] 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/Flat] 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 Developer undertakes and agrees Thai while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Competent authorities, the Developer 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.

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

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

1.6 It is agreed that the Developer 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 '£' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, Flat 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 Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 [Applicable in case of an apartment] The Developer 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 Developer.

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If there is reduction in the carpet area then the Developer 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 Developer may demand that from the Allottee as per the net milestone of the Payment Plan as provided in Schedule (". 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 Developer agrees and acknowledges, the Allottee shall have the right to the [Apartment/Flat] as mentioned below:

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

(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 Developer 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 [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/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/Flat, as the case maybe.

It is made clear by the Developer 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 Developer 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).

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If the Developer 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 Flat to the Allottees, the Developer 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 Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Developer 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 Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, 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 favor of _____. Payable at _____.

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 Developer with such permission, approvals which would enable the Developer 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 Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Developer 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

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Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 Developer shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer 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/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:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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 Developer. The Developer 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 Developer 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 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OFTHEAPARTMENT/FLAT:

7.1 **Schedule for possession of the said (Apartment/Flat)** - The Developer agrees and understands that timely delivery of possession of the Apartment 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 Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place in, **working days from the date of commencement certificate** 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,

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however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer 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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. The Developer 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 Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/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 favor of the allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate]. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer /association of allottees, as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over the occupancy certificate of the apartment/Flat, as the case may be, to the allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take Possession of [Apartment/Flat]** - Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the [Apartment/Flat] from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the [Apartment/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 [Apartment/Flat] to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allotees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the Developer 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].

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7.4.1.1 **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 Developer, the Developer 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 Developer to the allottee within 45 days of such cancellation.

7.4.2 **Compensation** -The Developer 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 Developer fails to complete or is unable to give possession of the [Apartment/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 Developer 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/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 Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Flat], which shall be paid by the Developer to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottee as follows:

(i) The Developer 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 Developer 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 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 Developer 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;

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(vi) The Developer 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 Developer 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/Flat] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developer confirms that the Developer 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 Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of 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 Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, Flat or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(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 [x] property) has been received by or served upon the Developer 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 Developer shall be considered under a condition of Default, in the following events:

(i) Developer fails to provide ready to move in possession of the [Apartment/Flat] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, '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 Developer'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.

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Flat], which shall be paid by the Developer to the allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for _____ consecutive demands made by the Developer 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 Developer on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond_____consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favor of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Developer shall intimate the allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT**:

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

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11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Developer 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 allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Flat].

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer'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 Developer/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking 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/Flat] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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

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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 jeopardized.

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 color 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 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 Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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 (Apartment/Flat] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Developer 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. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement he shall not mortgage or create a charge on the [Apartment/Flat/Building] arid 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/Flat/Building].

19. **BIHAR APARTMENT OWNERSHIP ACT**

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of Bihar Apartment Ownership Act). The Developer showing compliance of various laws/regulations as applicable in Bihar.

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20. **BINDING EFFECT**:

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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, /Sub-Registrar PATNA etc., in the State of Bihar, as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer shall serve a notice to the Allotee 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/Flat/building, as the case may be.

22. **RIGHT TO AMEND**:

This Agreement may only be amended through written consent of the Parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**:

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

24. **WAIVER NOT A LIMITATION TO ENFORCE**:

24.1 The Developer 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of

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other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY**:
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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, the same shall be the proportion which the carpet area of the [Apartment/Flat] bears to the total carpet area of all the (Apartments/Flats] 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 Developer through its authorized signatory' at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Patna. After the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the District Sub-Registrar at Patna and Sub Registrar office Lakhisarai. Hence this Agreement shall be deemed to have been executed at Lakhisarai

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

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ALLOTEE NAME AND ADDRESS:-

DEVELOPER NAME AND ADDRESS:-

M/S HEJAL HOMES (OPC) PRIVATE LIMITED, having its registered office at **Ward No.- 27, H. No.- WM-020-0166, Maa Jagdamba Complex, Balua Tal, Motihari, East Champaran-845401, Bihar** through its authorized Director **Mr. Manish Kumar Soni, S/o- Surendra Prasad Saraf.**
It shall be the duty of the Allottee and the Developer 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 Developer 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 Developer 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, Flat or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, Flat 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.

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

33. **DISPUTE RESOLUTION:**
All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for Sale 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:
Developer:

Signature: _____

Name: _____

WITNESSES:

1. Signature/Name_____

Son of _____

Address _____

_____

2. Signature/Name_____

Son of _____

Address _____

_____

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SCHEDULE-A

All that piece or parcel of Land measuring an area of approx 29.87 decimal more or less is equivalent to 1209.235 Square meters more or less a situated at Mauza- Zamla, Khesra/Plot No.- 17, Khata No.- 27, Thana No.- 123, Tauzi No.- 354, Village/Mohalla- Zamla in Tehsil & District- East Champaran- 845401, Bihar (Said Land") and within the limits of Motihari Municipal Corporation, bounded as follows:-

BOUNDARY OF LAND/APARTMENT ("M.S. FAMILY VILLA"):-

NORTH: -	SHIVNATH SING PLOT NO.- 16.
SOUTH: -	FULENA DEVI AND OTHERS.
EAST: -	SHIVNATH SING PLOT NO.- 44, MOTILAL SAHNI AND MEENA DEVI.
WEST: -	MEENA DEVI D/O- LATE BHARAT SAHNI AND 30TH FEET WIDE ROAD.

(Description of the Property under this Agreement for Sale)

All the Apartment /Flat no…….. (….BHK) on the Fourth Floor having a Carpet area of …….. Sq.Ft. Approx. with one reserved car parking space no…… on ……..Floor for Apartment no…… in the building known as **"M/S HEJAL HOMES (OPC) PRIVATE LIMITED"** along with undivided proportionate share in the land, common assets and common area including all amenities, fitting and fixtures, Situated at **Mauza- Zamla, Plot No.(CS)/Khasra No.- 17, Khata No.- 27, Thana No.- 123, Tauzi No.- 354, Village/Mohalla- Zamla in Tehsil & District- East Champaran- 845401 and under jurisdiction of Sub-registrar Motihari, Bihar** within the limits of **Motihari Municipal Corporation** or any other competent authority within the jurisdiction of District **Sub-Registrar office Motihari** in the State of Bihar and which is bounded as follows:-

BOUNDARY OF THE FLAT:-

NORTH:-

SOUTH:-

EAST:-

WEST:-

BOUNDARY OF THE CAR PARKING SPACE:-

NORTH:

SOUTH:-

EAST:-

WEST:-

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SCHEDULE-B

(DESCRIPTION OF THE ALLOTTED FLAT)

All the place and parcel of .....floor premises demarcated as Flat No. ..... Admeasuring .....Square feet Carpet Area, along with one Covered Car parking of approximately..... Square feet parking space at (basement/Ground Floor) of the Project named "**M.S. FAMILY VILLA**" in the residential Project of in total plot of Land admeasuring: 1209.235 Squire metres Situated at Mauza- Zamla, Plot/Khasra No.- 17, Khata No.- 27, Village/Mohalla- Zamla, Motihari, East Champaran- 845401, State- Bihar and ("Said Land") to be constructed out of the plot described as above and in the **"SCHEDULE-A"** which is bounded and butted as follows :-

SCHEDULE-C

(PAYMENT PLAN)

1.	At the time of Booking	-	10%
2.	At the time of Agreement	-	10%
3.	At the time of Basement Casting	-	10%
4.	At the time of Ground Floor Casting	-	10%
5.	At the time of 1st Floor Casting	-	08%
6.	At the time of 2nd Floor Casting	-	08%
7.	At the time of 3rd Floor Casting	-	08%
8.	At the time of 4th Floor Casting	-	08%
9.	At the time of 5th Floor Casting	-	08%
10.	At the time of Brick work Starting	-	05%
11.	At the time of Plaster Work	-	05%
12.	At the time of Finishing Work	-	05%
13.	At the time of Possession	-	05%
	TOTAL	-	**100%**

Advance to be made before the state of activity/milestone. You will be intimated for payment 30 days before the start of activity. You have to pay more than 70% as advance within 20 days of intimation of future start of activity/milestone. If you do not pay the advance amount before the start of activity, that particular activity of your particular portion will not be taken up, unless you pay the advance amount and subsequently the project may get delayed to your non-payment of advance amount.

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SCHEDULE – D

(SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE APARTMENT) PROJECT: - "M.S. FAMILY VILLA"

SCHEDULE II

FEATURES AND SPECIFICATION OF FLATS

Project : "M.S. FAMILY VILLA"		
Sl. No.	Description	Specifications
1.	**Drawing Area**	Floor : Vitrified Tile (2'x2') Kajaria/Somani Fixtures and Fittings: Modular Switches / Sockets and Points for Light / Fan / Split AC, Telephone, TV Wall: Wall Putty.
2.	**Dining Area**	Floor : Vitrified Tile (2'x2') Kajaria/somani Fixtures and Fittings: Modular Switches / Sockets and Points for Light / Fan Wall: Wall Putty.
3.	**Master Bedroom**	Floor : Vitrified Tile (2'x2') Kajaria/somani Fixtures and Fittings: Modular Switches / Sockets and Points for Light / Fan / Split AC, TV Wall: Wall Putty.
4.	**Bedroom**	Floor : Vitrified Tiles (2'x2') Kajaria/somani Fixtures and Fittings: Modular Switches / Sockets and Points for Light / Fan / Split AC, TV Wall : Wall Putty
5.	**Master Bathroom**	Floor : Anti Skid Tiles (Kajaria/somani) Fixtures and Fittings: White Sanitary Ware, commode Wall Hung Commode and Basin, PVC Cistern and CP Fittings. Wall : Edge Cut Tiles
6.	**Bathroom**	Floor : Vitrified Anti Skid Tiles (Kajaria/somani) Fixtures and Fittings: White Sanitary Ware, commode and Basin, PVC Cistern and CP Fittings. Wall : Edge Cut Tiles
7.	**Kitchen**	Floor : Vitrified Anti Skid Tiles (Kajaria/somani) Fixtures and Fittings: Granite Counter, Stainless Steel Sink, Wall : Tiles above Counter
8.	**Balconies**	Floor : Vitrified Tiles (Kajaria/somani) Fixtures and Fittings: SS / Iron Handrail over Brickwork As per Architect. Wall: Wall Putty.

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9.	**Lobby / Corridor**	Floor: Granite. Fixtures and Fittings: SS Handrail over SS Railing in Main staircase. Wall : Wall Putty
10.	**Doors and Windows**	All Doors – Decorative both side Laminated / Door Skin Plate Flush Doors. UPVC / Open able Glazed Windows (without grill).
11.	**Power Back-up**	Silent Generator with provision for power back up for common areas and essential services. Connection to each flat for light and fan loads. (63 KVA)
12.	**Structure**	Earthquake resistance RCC framed structure
13.	**External Facade**	Texture / Exterior quality paint, as per architect.
14.	**Lift.**	Lift capacity (08 Persons) of mark OTIS/Kone etc.

SCHEDULE – E

(SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT) AND THESE ALL AMINITIES SHALL BE MADE AND INSTALLED BY DEVELOPER COMPANY.

PROJECT: - "M.S. FAMILY VILLA"

24 Hours Water Supply,

Generator Facility,

Adequate Ventilation,

Lifts FACILITY

Road System, Transformer, Generator, Sewage and Drainage System, Solid Waste Management etc.

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