(AgreementforSale)

Rule - 8

THISAGREEMENT made at Patna on day of..... n the year2026.

M/s PATWARI PROJECTS (FIRM REG NO- F 000122/2024)

a Partnership Firm registered under Partnership Act, 1932 having its **Registered** Office at 4 Om Complex S.P. Verma Road Patna-800016 (PAN AATFP9263B) through its Partners (1)**Mr. GHANSHYAM PATWARI** (Aged about 69 Years, Aadhaar No.–398566535592, Pan –AGDPP5930B, Mobile-……),Son of Late Durga Dutt Patwari , and Partner (2)**Mrs. SANGEETA PATWARI** W/o Ghanshyam Patwari (Aged about 61 Years,Aadhar No.-724967033592, Mobile No ……., Pan No.-AAXPP9615P) herein aftercalledthe***DEVELOPER/OWNERS***(whichexpressionshallunlessrepugnanttothecontextor

Sign.ofExecutant

meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/or assigns) of the FIRST PART.

AND

MR……..,S/o MR ..... **,**

ADHARNo.-……,PANNo.....**,Mob No** ..... ,

R/o .....**,**

Pin- …….., in the State of ……,Indian Citizen, hereinafter called the VENDEES / BUYERS / PURCHASERSwhich expression unless repugnant to the Context shall mean and include her/his heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the OTHER PART.

DEFINITIONS:
Forthe purposeofthisAgreementfor Sale,unlessthecontextotherwiserequires,-

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
(b) "appropriate Government"means theStateGovernment;
(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"meansa section oftheAct.

WHEREAS:-

A.The **DEVELOPER** of free hold Land measuring about 57.5625 **Decimals,** more or less, situated at **Mauza – Mustafapur**, Survey **P.S.- Danapur**, **Town and District – Patna** in the state of Bihar , within the limit of **Patna Municipal Corporation** or competent authorities, constructed over **Survey Plot No.- 730 , Khata No.- 256 District – Patna**.

A(i) And Whereas, The Builders – **M/s Patwari Projects**, a Partnership Firm, constituted under the provisions of Partnership Act, 1932, having its principal place of Business at **4, Om complex S.P. Verma Road, Patna-800001** , represented through its authorized Partner **Sri. Ghanshyam Patwari, Son of Late Durga Dutt Patwari** , Resident of **401, Vishal Tilak Raj Apartment Bank Road, Gandhi Maidan District – Patna,** in the state of Bihar, Pin – 800 001, has become the developer of the property (Details in Schedule – A), through a Registered Development Agreement, Vide **Deed No.- 6588 , Book No.- 1,Volume No.- 200 ., Pages No.- 257 to 286 , Serial no.- 6746,** Registered at District Registryoffice, Patna on 07.08.2025 with the Land Owners–(i)**Smt.Bibha Singh W/o Sri Sanjeev Kumar Singh**,(ii)**Sri. Sanjeev Kumar Singh S/o Late Bir Bahadur singh**

Both resident of vill- Abhyapura, P.S.- Sandesh, District- Bhojpur presently residing at- Indrapuri, Road No. 8A, House No 03, P.S.- Patliputra. P.O.-Keshri Nagar, District- Patna- 800024 in the state of Bihar , Indian Citizens inrespect of their piece and parcel of land measuring an area of approximately 57.5625 Decimil moreor less situated atMauza – Mustafapur, SurveyP.S.- Danapur,Town and District – Patna in the state of Bihar , within the limit of Patna Municipal Corporation or competent authorities, constructed over Survey Plot No.- 730 (P), Khata No.- 256, within the jurisdiction of Registration office Patna and District –Patna, more fully described Schedule – A of this Deed .The Developer/ Builder have developed and constructed a Multi Storeyed Residential Building at their own cost in the names and style of **"SHAKUNTLAM TOWER".**

B. The Said Land is earmarked for the purpose of building Multistoried Township, comprisingmultistoried apartment buildings and the said project shall be known as **"SHAKUNTLAM TOWER".".**

C. TheDeveloper 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 **Patna Municipal Corporation, Patna** has granted the commencement certificate to develop the Project vide approval dated ……..

E. TheDeveloperhasobtainedthesanctionedplanand approvalsfortheProjectfrom **Patna Municipal Corporation, Patna vide Plan Case No.- 60/25-26** dated 13.01.2026 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. TheDeveloper has registered the project under the provisions of the Act with **Real EstateRegulatoryAuthority(RERA)BIHAR**at**PATNA**on **…….**Name oftheState**BIHAR**underregistrationNo.- **……...**

G. TheAllotteehadappliedforaFlatintheProjectandhasbeenallotted**Flat No.- ……. on the …….Floor,having carpet area of …….. square feet. in "SHAKUNTLAM TOWER". along with covered parking in ground Floor** as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule C**);

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. ……(PleaseEnteranyadditional disclosures/details)

J. The Parties hereby confirm that they are signing this Agreement with fullknowledge 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 Allottee hereby agrees to purchase the Flat and the 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. TERMSANDCONDITIONS:

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat as specified in para G.

TheTotalPricefortheFlatis**Rs**...../-**(Rupees …**.....**only).**

Explanation

(i) TheTotalPriceaboveincludesthebookingamountpaidbytheallotteetothe Developer towards the Flat.

(ii) TheTotalPriceaboveexcludesTaxes(consistingoftaxpaid orpayableby the AllotteebywayofG.S.T,ServiceTax,andCessoranyothersimilartaxeswhich maybelevied,inconnectionwiththeconstructionoftheProjectpayablebythe Allottee, by whatever name called) up to the date of handing over the possession of the Flat totheallotteeand theproject totheassociation ofallotteesorthecompetent authority, as the case may be, after obtaining/applying for 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 basedon such change / modification:

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i)above andtheAllottee shallmake payment demanded bythe Developer within the time and in the manner specified therein. In addition, the Developer 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 ofFlat includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, 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 as per para 11etc.and includescostforprovidingallotherfacilities,amenitiesandspecifications to be provided within the Flat and the Project.

TheTotal Price is escalation-free, save and except increases which the Allottee herebyagreestopay,due to increaseonaccountof developmentcharges payable

to the competentauthorityand/or anyother increase in charges which maybe levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that 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 thedemand letter being issued to the Allottee, which shall only be applicable on subsequentpayments.Providedthatifthereisanynewimpositionorincreaseofany 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.

TheAllottee shallmakethe paymentas per thepayment plansetoutinPartII of **ScheduleC** ("PaymentPlan").

It is agreed that the Developer shall make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities as decided by the promoters/architects or by the competent authority describedhereinat**Schedule 'D'**(which shallbeinconformitywith theadvertisement,prospectusetc.,onthebasisofwhichsaleiseffected)inrespect of the apartment, plot or building, as the case may be, without the previous written consent of the Allotteeas per the provisions of theAct.Provided thatthe Developer maymake suchminoradditions oralterationsas maybe required bytheAllottee,or such minor changes or alterations as per the provisions of the Act.

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 /applied for/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. If there is reduction in the carpetareathentheDevelopershallrefundthe excessmoneypaidbyAllotteewithin forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excessamountwas paidby the Allottee.If there isanyincrease 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.

Subjecttopara9.3theDeveloperagreesandacknowledges,theAllotteeshall have the right to the Flat as mentioned below:

(i) TheAllotteeshallhave exclusive ownershipoftheFlat.

(ii) TheAllottee shallalso haveundividedproportionateshareintheCommonAreas. 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/applying for 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, constructionof[notonlytheFlatbutalso]theCommonAreas,internaldevelopment charges, external development charges, 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

providingallotherfacilities,amenitiesandspecificationstobeprovidedwithinthe Apartment and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of developmentoftheproject andhisapartment/plot,asthecasemaybe. Itismade 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 Projectcovering the said Land and is nota partof any other project orzone andshallnotform apartof and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integrationof infrastructurefor thebenefitof the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allotteesof theProject.TheDeveloper agreestopayalloutgoingsbeforetransferring 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, includingmortgage loan and intereston mortgages or otherencumbrancesand such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoingscollectedbyitfromtheAllotteesoranyliability, mortgage loan andinterest thereon before transferring the apartment to the Allottees, the Developer agrees tobe liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authorityor person to whom theyarepayable and be liablefor the cost of any legal proceedings which may be taken there for by such authority or person,TheAllotteehaspaidasumof**Rs**..... **/-(Rupees ……**

Only)asbookingamount inclusiveofGSTamounts to**Rs**...../- receiptofwhichtheDeveloperherebyacknowledgesandtheAllottee herebyagrees to pay the remaining price of the Flat as prescribed in the Part –II of Payment Plan **Schedule C** as may be demanded by the Developer within the time and in the mannerspecifiedtherein:Providedthatiftheallotteedelaysinpaymenttowardsany amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OFPAYMENT:

Subjectto thetermsof the Agreementandthe Developer abidingbythe construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Part II of **Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (asapplicable) in favour of **'PATWARI PROJECTS SHAKUNTLAM TOWER RERA COLLECTION A/C '**payable at Patna.

3. COMPLIANCEOFLAWS RELATINGTOREMITTANCES:

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 immovablepropertiesinIndiaetc.andprovide theDeveloperwithsuchpermission, 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 shallbemadeinaccordancewiththeprovisionsofForeignExchangeManagement

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 understandsandagreesthatintheeventofanyfailureonhis/herpartto complywith 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.
The Developeracceptsno responsibilityin regard tomatters specified inpara3.1 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 Allotteetointimatethesameinwritingto theDeveloperimmediatelyandcomplywith 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 favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATIONOFPAYMENTS:

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

5. TIMEISESSENCE:

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 Flat to the Allottee and the common areas to the association of allottees or the competent authority', as the case may be.

6. CONSTRUCTIONOFTHEPROJECT/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] whichhas 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 bythe competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bihar building By-Laws 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. POSSESSIONOFTHEAPARTMENT:

Schedule for possession of the said Apartment - 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 maybe, isthe essenceof 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 on ..... unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any othercalamitycausedbynatureaffectingtheregulardevelopmentofthe realestate project ("Force Majeure"). If, however, the completion of the Project is delayed due

to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitledtotheextensionoftimefordeliveryofpossession ofthe Apartment,provided that such Force Majeure conditions are not of a nature which make it impossible for the contracttobeimplemented.The Allotteeagrees and confirmsthat, intheeventit 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 90 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.
Procedure for taking possession - The Developer, upon obtaining/applying for the occupancy certificatefrom the competent authority shall offer in writing the possessionoftheApartment,totheAllotteeintermsofthisAgreementtobetaken within two months from the date of issue of/application of occupancy certificate.
Provided that, in the absence of local law, the conveyance deed in favour of the allotteeshallbe carriedoutbytheDeveloperwithin3monthsfromthe dateofissue of/application for 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 application of/occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.
FailureofAllotteetotakePossessionofFlat-Uponreceivingawrittenintimation from the Developer as per para 7.2, the Allottee shall take possession of the 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 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.
Possession by the Allottee- After obtaining/applying for the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibilityoftheDevelopertohandoverthenecessarydocumentsandplans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as thecase may be, within thirty days after obtaining /applying forthe completion certificate,
CancellationbyAllottee–TheAllotteeshallhavetherighttocancel/withdrawhis allotment in the Project till casting of the first floor roof:
Provided that where the allottee proposes to cancel/withdraw from the projectwithout 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 90 days of such cancellation.
Compensation-TheDeveloper shallcompensatetheAllotteeincaseofany loss

caused to him due to defective title of the land, on which the project is being developedorhasbeendeveloped,inthemannerasprovided undertheActand 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.

Exceptforoccurrenceof a Force Majeure event, if the Developerfails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or(ii) due to discontinuance of his businesses a developer on account of suspension orrevocation 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 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 becomingdue. 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 Flat, which shall be paid by the Developer to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONSANDWARRANTIESOFTHE DEVELOPER:

TheDeveloperherebyrepresentsand warrants tothe Allottee asfollows:

(i) The Developer has absolute, clear and marketable title with respect to the said Land;therequisiterightstocarryoutdevelopmentuponthesaidLand andabsolute, actual, physical and legal possession of the said Land for the Project;

(ii) TheDeveloperhaslawfulrightsandrequisiteapprovalsfromthecompetent Authorities to carry out development of the Project;

(iii) Therearenoencumbrancesupon thesaidLandorthe Project; [incasethereare 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) Therearenolitigations pendingbeforeanyCourtoflaworAuthority with respect to the said Land, Project or the Apartment as per information

(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 beenobtainedbyfollowingdueprocessoflaw.Further,theDeveloperhasbeenand shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) TheDeveloperhastherighttoenterintothisAgreementandhasnotcommitted or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) TheDeveloperhasnotenteredintoanyagreementforsaleand/ordevelopment agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) TheDeveloperconfirmsthattheDeveloperisnotrestrictedinanymanner 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 Flat to the Allottee and the commonareastotheassociationofallotteesorthe competentauthority,asthe case maybe;

(x) TheSchedule Propertyis notthesubjectmatter ofanyHUFandthatnopart

thereof isownedbyanyminorand/ornominorhas anyright, titleand claimoverthe Scheduled Property as per information;

(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,damagesand/orpenaltiesandotheroutgoings,whatsoever,payablewith respect to the said project to the competent Authorities till the completion certificate has been applied for/issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislativeenactment,governmentordinance,order,notification(includinganynotice for acquisition or requisition of the saidproperty) has been received by or served upon the Developer in respect of the said Land and/or the Project.

9. EVENTSOFDEFAULTSANDCONSEQUENCES:

SubjecttotheForceMajeureclause,theDevelopershallbeconsideredundera condition of Default, in the following events:

(i) Developer fails to provide ready to move in possession of the 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 apartmentshallbe inahabitablecondition whichiscompleteinallrespectsincluding 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 applied for/issued by the competent authority;

(ii) Discontinuance of the Developer's business as a developer on account of suspensionorrevocationofhisregistrationundertheprovisionsoftheActorthe rules or regulations made there under.

IncaseofDefaultbyDeveloperundertheconditionslistedabove,Allotteeis 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 completingtheconstructionmilestonesandonlythereaftertheAllotteeberequiredto make the next payment without any interest; or

(ii) TheAllotteeshallhavetheoptionofterminatingtheAgreementsubjecttoclause 7.5inwhich casetheDevelopershallbeliabletorefundthe entiremoneypaidbythe Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

(iii) ProvidedthatwhereanAllotteedoesnotintendtowithdrawfromtheprojector terminate the Agreement, he shall be paid, by theDeveloper, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat, which shall be paid by the Developer to the allottee within forty-five days of it becoming due.

TheAllotteeshallbeconsideredunderaconditionofDefault,ontheoccurrence of the following events:

(i) In case the Allottee fails to make payments for 3 consecutive demands made by the Developer as per the PaymentPlanannexed hereto, despitehavingbeen issued noticein thatregardtheallottee shallbe liabletopayinteresttotheDeveloperonthe 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 3 consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Flat in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and theinterestliabilitiesandthisAgreementshallthereuponstandterminated.Provided that the Developer shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCEOFTHESAIDAPARTMENT:

The Developer, on receipt of Total Price of the Flat as per para 1.2 under the Agreementfrom the Allottee, shallexecuteaconveyancedeedandconveythetitle oftheFlattogetherwithproportionateindivisibleshareintheCommonAreaswithin 3 months from the date of application of/issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. Provided that, in the absence of local law, the conveyance deed in favour of the allotteeshall be carried out by the Developer within 3 months from the date of application 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 favourtillpaymentofstampdutyand registrationchargesto theDeveloperismade by the Allottee.

11. MAINTENANCEOFTHESAIDBUILDING/APARTMENT/PROJECT:

ThePromoter 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 ALLOTTEEupontheissuanceofthecompletioncertificateoftheproject.Thecostof suchmaintenancehasnotbeen included intheTotal Priceof the Flatand ispayable extra to the developer as demanded and fixed at the time of giving sale deed/possession of the said flat to the ALLOTTEE.

12. DEFECT LIABILITY:-

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (Five) years by the ALLOTTEE from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure torectifysuchdefectswithinsuchtime,theaggrievedALLOTTEEshallbeentitledto receive appropriate compensation in the manner as provided under the act.

13. RIGHTTOENTERTHEAPARTMENTFOR 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 Flat oranyparthereof,afterduenoticeandduringthe normalworkinghours,unlessthe circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Service Areas: The service areas, if any, as located withinthe **"SHAKUNTLAM TOWER".**shallbeearmarkedforpurposessuchasparkingspacesand services including but not limited to electric sub-station, transformer, DG set rooms,

undergroundwatertanks,pumprooms,maintenanceandservicerooms,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. GENERALCOMPLIANCE WITHRESPECT TOTHEAPARTMENT:

TheAllotteeshall,aftertakingpossession,be solelyresponsibletomaintainthe Flat at his own cost, in good repair and condition and shall not do or suffer to be doneanythinginortotheBuilding,ortheApartmentorthestaircases,lifts,common passages, corridors, circulation areas, atrium or the compound which may be in violationof anylawsor rules of anyauthorityorchangeor alterormake additionsto the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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 carryout anychangein theexteriorelevationordesign. FurthertheAllotteeshallnot store any hazardous orcombustible 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 Apartment,

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 Allotteeshallbe responsibleforanylossordamagesarisingoutofbreachofanyof the aforesaid conditions.

16. COMPLIANCEOFLAWS,NOTIFICATIONSETC.BYPARTIES:

ThePartiesareenteringinto thisAgreementfortheallotmentof aFlat withthefull knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONALCONSTRUCTIONS:

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, sanctionplanandspecifications,amenitiesandfacilitieshasbeenapprovedbythe competent authority and disclosed, except for as provided in the Act.

18. DEVELOPERSHALLNOT MORTGAGEOR CREATEACHARGE:

After the Developer 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 notwithstandinganythingcontained inanyotherlawforthetimebeinginforce,such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

19. APARTMENTOWNERSHIPACT:

TheDeveloperhasassuredtheAllotteesthattheprojectinitsentiretyisin accordance with the provisions of the Bihar Apartment Ownership Act.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Developer does not create a bindingobligationonthe partoftheDeveloperortheAllotteeuntil,firstly,theAllottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from thedateof itsreceipt bytheAllotteeand/or appearbeforethe Sub-Registrarfor its registration as and when intimated by the Developer, then the Developer 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. ENTIREAGREEMENT:

(i) This Agreement, along with its schedules, constitutes the entire Agreement betweenthePartieswithrespecttothesubjectmatterhereofandsupersedesany and all understandings, anyother agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

22. RIGHT TOAMEND:

ThisAgreementmayonlybeamendedthroughwrittenconsentoftheParties,

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 ApartmentandtheProjectshallequallybeapplicabletoandenforceableagainstand by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24.WAIVERNOTALIMITATIONTOENFORCE:

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 paymentsasperthePaymentPlan[AnnexureD]includingwaivingthe paymentof 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 other Allottees.

Failureonthepartofthe Partiestoenforceatanytimeorfor anyperiodoftime

theprovisionshereofshallnotbeconstruedtobeawaiverof anyprovisionsorofthe 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 underorthe applicablelaw,as the casemaybe,andtheremainingprovisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHODOFCALCULATIONOFPROPORTIONATESHAREWHEREVERRE FERRED 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 proportionwhichthecarpetareaofthe Flatbearstothetotalcarpetareaofallthe Flats in the Project.

27. FURTHERASSURANCE:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instrumentsandtake such otheractions, in additionstotheinstruments and actionsspecificallyprovided forherein, asmaybe reasonablyrequiredinorderto effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm orperfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACEOFEXECUTION:

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 otherplace,whichmaybemutuallyagreedbetweentheDeveloperandtheAllottee, 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 Sub-Registrar, Hence this Agreement shall be deemed to have been executed at Patna.

29. NOTICES:

ThatallnoticestobeservedontheAllotteeandtheDeveloperascontemplatedby this Agreement shall be deemed to have been dulyserved if sent to the Allottee or the Developer by Registered Post at their respective addresses specified in the beginning of the agreement.

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 addressbyRegisteredPostfailingwhich allcommunicationsandlettersposted at

theaboveaddressshallbedeemedtohavebeenreceivedbythe Developerorthe Allottee, as the case may be.

30. JOINTALLOTTEE:

That in case there are Joint ALLOTTEE all communications shall be sent by the Promoter to the ALLOTTEE whose name appears first and at the address given by him/herwhich shallforallintentsandpurposestoconsiderasproperlyserved onall the ALLOTTEE.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by theallottee, inrespectof the apartment,plotorbuilding,asthecasemaybe,priorto 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.

32. GOVERNINGLAW:

ThattherightsandobligationsofthepartiesunderorarisingoutofthisAgreement 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. DISPUTERESOLUTION:

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 amicablybymutualdiscussion,failingwhichthe sameshallbe settledthroughthe adjudicating officer appointed under the Act.

PART–I OFTHESCHEDULE“A”ABOVEREFERREDTO

Description of land on which **“SHAKUNTLAM TOWER”** multistoried project stand:- All that piece or parcel of land measuring approx 57.5625 Decimil, situated at Mauza – Mustafapur, Khata No.- 256, Survey Plot No.-730(P),, Town & District – Patna and undivided proportionate share intheland within the limitsof Danapurandwith the Jurisdiction of District Sub- Registrar, Patna Sadar and all sides are having existing boundaries and bounded as follows:

BOUNDARYOF LAND:-

NORTH:-. Part Plot No. 730
SOUTH :-. Survey Plot No 729 Sri Nimal Rai.
EAST :-Branch Road
WEST:- M/s Helios Corporation Ltd, Patna now Govt of Bihar

SCHEDULE“B”ABOVEREFERREDTO:

ALLTHAT **FlatNo…….. onthe**.....**Floor** along withoneReservedCar Parking in the building Known as "SHAKUNTLAM TOWER" is being constructed over the land as Mauza-Mustafapur, Plot. No.-730, , Khata No.-256, Dist.- Patna, Bihar.

ALLTHAT**FlatNo…….onthe……..Floor**measuring**approx**.....**Sq.Ft**.

Carpet Areaalong with One Reserved Car Parking in the building Known as

"SHAKUNTLAM TOWER" WHICH COMPRISES OF THE FOLLOWING

BOUNDARY:-

BOUNDARYOF THE FLAT:-

NORTH:-

SOUTH:-

EAST:-

WEST:-

***SCHEDULE"C"ABOVEREFEREDTO*PART-I**

I. TOTAL COST OF THE FLAT: Rs.....**/-(Rupees …**.....**only).**

II. DETAILSOFTHEPAYMENTS RECEIVED:-

Total amount received against Flat is **Rs**.....**/-(Rupees …….. only)** and GST amounts to **Rs. …**..... **/-**onlybyCheque/NEFT.

Balance amount due against Flat is **Rs……/-** only plus GST (ratesapplicable at that particular level of Payment as per Government Rules).

PART-IIOFTHESCHEDULE"C"ABOVEREFERREDTOPAYMEN TPLAN

Installament Payment Plan	**%Due**	**Total**
UptoBooking	10%	10%
StartofPilingWork	10%	20%
Upto Plinth Level	10%	30%
UptoCastingRoofof1st Floor	10%	40%
UptoCastingRoofof2nd Floor	10%	50%
UptoCastingRoofof3rd Floor	10%	60%
Upto Casting Roof of 4thFoor	10%	70%
BrickWork	5%	75%
PlasterWork	5%	80%
FlooringWork	5%	85%
POP Work	5%	90%
BeforePossession	10%	100%

SIGNATUREOFVENDOR SIGNATUREOFPURCHASER

SCHEDULE"D"STANDARDSPECIFICATIONSOF"UrmilaVamikaPhase-One"

1	Foundation	Isolated/Combined/RCCPiling/RaftorasperStructural Design.
2	Structural	RCC framedstructureasper design.
3	CivilWork	First class brick work in cement mortar/or concrete blocks as per standard specification.
4	Flooring	Allfloors willbecombinationof ceramicandvitrified tiles.
5	Plaster	In cement mortar 1: 6 on brick/block surface and 1: 4 onRCC Surface.
6	Doors	FramesofHardwood,Flush,doorshutterwithlocking arrangementsofstandardqualityandallaccessoriesin steel fitting with safety chain locking system.
7	Windows	Aluminum/UPVC two track sliding window withM/S safety grills.
8	Toilets	WhiteglazedviterIndian/EuropeanW.C ,(Parryware/Hindwareorequivalentwithstern.Hot&Cold concealed water supply arrangements with C.p fittings of ESS-Ess or equivalent.
9	Kitchen	Granite working top with steel sink. Tiles dado upto 2'-0"height above working top only.
10	Electrical	Concealed PVC conduit wiring with standard electric accessories, modular switches of Finolex/Anchor or equivalent ISI make & adequate light, power points of Air Conditioners,Geysersinallbathroomsandkitchenand TelephonepointsandcableT.V,Sockets.
11	Plumbing	AllinternalCPVC/WPVC pipesshallbeconcealed.
12	Finish	All internal walls and ceiling shall be finished with Plaster and two coat of Putty above. All external walls shall be painted with two coats of Apex Exterior Paint.
13	Lift	Lifts of OTIS/KONE/THYSSEN/ZENITH/JOHNSON or Equivalent.
14	WallFinish	Allwallsand roofs willbeone coatofPrimer.
15	Generator	SilentDieselGeneratorwithsufficientcapacitytobe provided commonareaandforeachFlat.

*****AsperActualPayment**

Notes : 1 .if certain specifications are improved upon, as per the advice of the Architect/decisionof thepromoters,then thecustomerwillacceptthesameforwhich prior consent of the customer will not be required.

2. All specifications, sizes and layouts etc. are subject to such variations, additions and modifications, as decided by the promoters/architects or by the competent authority.

IN WITNESS WHEREOF, the above named Developer and the Vendee have put their respective signature on this Deed of Agreement for Sale after going through the contents of the documents and fully understanding the implications of the transactionson this ……**DAY 2025** in presence of the below noted attesting witnesses**.**

WITNESSES:-

1.

SIGNATURE OF THE DEVELOPER

2.

SIGNATURE OF THE VENDEES