AGREEMENT FOR SALE

RERA NO. - BRERAP00031-_____

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

By and Between

M/S Anshul Homes Private Limited with **(**CIN No. - U45200BR2014PTC022492/2014-15**),** a company incorporated under the provisions of the Companies Act, 2013 having its registered office and corporate office at Plot No. - 89B, Patliputra Colony, P.S + P.O - Patliputra, Patna (Bihar) -800013 with (PAN-AAMCA7244B), represented by its Authorized Signatory/Managing Director **MR. RAHUL KUMAR** with (Aadhar No. - 3406 5711 6854), Aged about 34 years, Caste-Awadhiya Kurmi, Profession-Businessman, S/o Sri. Vinod Kumar Singh, Permanent resident at House No. -89B, Patliputra Colony, P.s. + P.o. - Patliputra, Patna (Bihar) - 800013, present resident at Neora, Bihta, Patna, Bihar by nationality Indian with (Mobile No. - 7277766777) authorized vide Board Resolution dated 07/07/2014 hereinafter referred to as the **"Promoter"**.

Whereas this deed is being executed by the Principal Mr. Rahul Kumar and handed over to **MR. RAJESH KUMAR MISHRA**, Age-33 Years, Caste-Brahmin, Profession-Service, S/o Sri Chandrakant Mishra, resident of Vill- Piroo, P.O - Piroo, P.S- Haspura, Aurangabad, Bihar- 824120, for presentation and admission of execution before Sub-Registrar, who is authenticated Power of Attorney No.32 dated 28/02/2020 registered in the office of Sub-Registrar, Danapur having Book No.4, Volume No.1, Page Nos.425 - 434and has been preserved in total 10 pages in C.D. No.1/ Year 2020, Token No.2753 of 2020, with (Mobile No. 9523096176)

AND

MR. ……..…….., **Aadhaar No.** …….……., Caste- …….., Profession- ……., S/o-……, Aged about- …….. years, Residing at…… …… with **PAN No**. ……, with Mobile No. …….., hereinafter called the **"Allottee".**

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 Real Estate (Regulation and Development) Act, 2017;

e. "Section" means a section of the Act.

WHEREAS

A. That the **Promoter** is the absolute and lawful owner of Kheshra Nos. 713(P),714(P), 715, 721(P), 735, 736(P), 752(P), 753, 1676(P). Totally admeasuring 17,724.08 square meters situated at Mauza-Neora, Circle-Bihta, in Tahsil and District Patna, vide sale deed(s) dated 17/05/2018, 29/01/2018, 13/06/2017, 23/07/2016, 15/09-2018, 14/02-2017, 13/06/2017, 11/06/2019, 15/11/2020, 06/10/2020, 31/08/2017, 30/08/2017, 11/06/2019, 26/07/2021 24/06/2019, 22/07/2016, 15/09/2018, 11/06/2019, 04/12/2015, 07/03/2020 registered as document no. 6544, 884, 6492, 8622, 8282, 8573, 12902, 1391, 6491, 7508, 10726, 9488, 10051, 10043, 7507, 11073 12899, 7500, 7501 7502, 7503, 7504, 7505, 7506, 12237, 3394, at the office of the Sub-Registrar of Danapur having following other descriptions:-

KHATA NO.	PLOT NO.	THANA NO.	TAUJI NO.	BOUNDARY
172	713	104	3102	N-PLOT NO. 778
				S-PLOT NO. 713(P) & 714
				E-PLOT NO. 713(P)
				W-PLOT NO. 712
168	714	104	3102	N-PLOT NO. 713
				S-PLOT NO. 715
				E-PLOT NO. 777
				W-PLOT NO. 713
169	715	104	3102	N-PLOT NO. 714
				S-PLOT NO. 719
				E-PLOT NO. 721 & 777
				W-PLOT NO. 716

157	721	104	3102	N-PLOT NO. 777, 719, 720, & 718
				S- PLOT NO. 750, 735, & 734
				E-PLOT NO. 753 & 750
				W- PLOT NO. 715, 719, 720 & 721(P)
169	735	104	3102	N-PLOT NO. 750 & 721
				S-PLOT NO. 743 & 736
				E-PLOT NO. 1676(P) & 742(P)
				W-PLOT NO. 721(P) & 734(P)
168	736	104	3102	N-PLOT NO. 735
				S-PLOT NO. 736(P)
				E-PLOT NO. 735 & 743(P)
				W-PLOT NO. 734 & 737
159	752	104	3102	N-PLOT NO. 753
				S-PLOT NO. 751
				E-PLOT NO. 752(P)
				W-PLOT NO. 753
164	753	104	3102	N-PLOT NO. 754, 757, & 777
				S-PLOT NO. 752 & 1676
				E-PLOT NO. 754, BRANCH ROAD, PLOT NO. 752 & 751
				W-PLOT NO. 721
157/56	1676	104	3102	N-PLOT NO. 753
				S-PLOT NO. 1676(P)
				E-PLOT NO. 751
				W-PLOT NO. 750

B. The said land is earmarked for the purpose of building a residential project, comprising three multistoried apartment building having 629 Flats and the said project shall be known as **"H2O City Phase-__"** (Project).

C. The **Promoter** is fully competent to enter into this agreement and all the legal formalities with respect to the right, title, and interest of the **Promoter** regarding the said land on which the project is to be constructed have been completed.

D. The CEO of Patna Metropolitan Area Authority has granted the commencement certificate to develop the project vide approval dated 28-06-2023 bearing registration no. PMAA/PRN/NEORA/BIHTA/ BLOCK-A & B-LB+UB+G+14, BLOCK-

C-EWS/LIG-G+08, BLOCK-D-LIG/EWS G+13, BLOCK-E & F-LB+UB+G+13, BLOCK-G-LB+UB+G+11/26/2020(REVISED).

E. The **Promoter** has obtained the final layout plan, sanctioned plan, specifications, and approvals for the project and also for the apartment, plot building as the case may be, from Patna Metropolitan Area Authority. The **Promoter** agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act and other laws as applicable.

F. The Promoter has registered the project under the provisions of the act with the Bihar Real Estate Regulatory Authority at Patna on _____ under Registration No. BRERAP00031_____.

G. The **Allottee** had applied for the Apartment in the project vides Application Dated …….. and has been allotted **Flat No. ……..** having super built-up area of **…….. Square feet**, **Type …….BHK**, on **…….. Floor** in **Tower/Block- ……** of **"H2O City Phase-__"** along with covered parking as permissible under the applicable law and 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 A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

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

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

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

K. The Parties relying on the confirmations, representations, and assurances of each other to faithfully 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 **Promoter** hereby agrees to sell and the **Allottee** hereby agrees to purchase the [Flat/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 agree as follows:

1. **TERMS**:

1.1 Subject to the terms and conditions as detailed in this agreement the **Promoter** agrees to sell to the **Allottee** and **Allottee** hereby agrees to purchase, the [Flat/Apartment] as specified in para G.

1.2 The Total Price of the [Flat/Apartment] based on the Super Built-up area **…… Square feet** is **Rs-……/- (Rupees…… ……..……Only)** including **Rs-_____/- (Rupees _____ Only)** for Amenities/Parking Charge excluding GST and one time maintenance.

(Break up and description as mentioned below)

TOWER NO.	**…..**	**The rate of the Apartment per square feet is Rs-_____/-**
FLAT NO.	**…..**	
AREA	**…..**	
TYPE	**…..**	
FLOOR	**…..**	
TOTAL PRICE		**Rupees …… Only excluding GST and one time maintenance.**

- Provide breakup of the amounts such as cost of the apartment, cost of an exclusive balcony or verandah areas cost of exclusive open terrace areas proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11, etc. if/as applicable.

GST as applicable

Amenities/Covered parking	**Price for 1**
Total price (in rupees)	**Rupees …….…… Only**

Explanation:

(i) The Total Price above includes the booking amount paid by the **Allottee** to the **Promoter** towards the [**Flat No. ……..**] excluding the Registration charges.

(ii) The total price above excluding taxes (costing of tax paid or payable by the **Promoter** by way of Value Added Tax, Service Tax, and Cessor any other similar taxes which may be levied, in connection with the construction of the Project payable by the **Promoter**, by whatever name called) up to the date of the handing over the possession of the apartment to the **Allottee** and the Project to the association of **Allottee** or the competent authority, as the case may be after obtaining the completion certificate:

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

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

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

(iv) The Total Price of[Flat/Apartment]includes recovery of the 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 the cost of providing all other facilities amenities and specifications to be provided within the [Flat/Apartment] and the Project.

1.3 The Total Price is escalation-free, save and except increases which the **Allottee** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **Promoter** undertakes and agrees that while raising demand on the **Allottee** for an increase in development charges, cost/charges imposed by the competent authorities, the **Promoter** shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the **Allottee**, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act the same shall not be charged from the **Allottee**.

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

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

1.6 It is agreed that the **Promoter** shall not make any additions and alterations in the sanctioned plans, layout plans, and specifications and the nature of fixtures, fittings and amenities described herein at Schedule-D, and Schedule-E (which shall conform with the advertisement, prospectus, etc. based on which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous

written consent of the **Allottee** as per the provisions of the Act. Provided that the **Promoter** may make such minor additions or alterations as may be required by the **Allottee**, or such minor changes or alterations as per the provisions of the Act.

1.7 The **Promoter** shall confirm to the final carpet area that has been allotted to the **Allottee** after the construction of the building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the **Promoter**. If there is a reduction in the carpet area then the **Promoter** shall refund the excess money paid by **Allottee** within 45 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 an increase in the carpet area, of the apartment, allotted to **Allottee**, the **Promoter** may demand that from the **Allottee** as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as the agreed in the Para 1.2 of this Agreement.

1.8 Subject to Para 9.3 the **Promoter** agrees and acknowledges, the **Allottee** shall have the right to the [Apartment/Flat] as mentioned below:

(i) (The **Allottee** shall have exclusive ownership of the[Apartment/Flat];

(ii)The **Allottee** shall also have an undivided proportionate share in the Common Areas. Since the share/ interest of **Allottee** in the Common Areas is undivided and cannot be divided or separated, the **Allottee** shall use the Common Areas along with other occupants, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the common areas to the association of **Allottees** after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the [Flat/Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, 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 specification to be provided within the [Flat/Apartment] 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 Apartment/Plot, as the case may be.

It is made clear by the **Promoter** and the **Allottee** agrees that the [Apartment/Flat] along with one 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 the integration of infrastructure for the benefit of the **Allottee**. It is clarified that the project's facilities and amenities shall be available only for use and enjoyment of the **Allottee** of the project.

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

The Allottee has paid a sum of Rs-….……/- (Rupees……..…… …….. Only) as per the following details:

DATE	CHQ/DD/CASH	MR NO.	AMOUNT	TAX

The above amount has been paid as the booking amount, which is a part payment towards the total price of the Apartment at the time of application. The receipt of which hereby acknowledges the **Promoter** that the **Allottee** agrees to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the **Promoter** within the time and in the manner specified therein:

Provide that if the Allottee delays in payment towards any amount which is payable by him or her, he or she shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the **Promoter** abiding by the construction milestones, the **Allottee** shall make all payments, on written demand by the **Promoter**, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **'ANSHUL HOMES PRIVATE LIMITED'** payable at Patna.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The **Allottee**, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India, etc. and provide the **Promoter** with such permission, approvals which would enable the **Promoter** to 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 laws. The **Allottee** understands and agrees that in the event of any failure on his/her part to comply with the applicable law. The **Allottee** understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

5. **TIME IS ESSENCE:** The **Promoter** shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Flat/Apartment] 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[Flat/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 **Promoter**. The **Promoter** shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the **Promoter** undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by 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 Bihar Building Bye-Laws,2014 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the **Promoter** shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for the position of the said [Flat/Apartment]-The **Promoter** agrees and understands that timely delivery of possession of the [Flat/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 **Promoter** assures to hand over possession of the [Flat/Apartment]along with ready and complete common areas with all specifications, amenities and facilities of the project in place by _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (*Force Majeure)*.If however, the completion of the project is delayed due to the *Force Majeure* conditions then the **Allottee** agrees that the **Promoter** shall be entitled to the extension of time for delivery of possession of the [Flat/Apartment], provided that such *Force Majeure* conditions are not of nature which makes it impossible for the contract to be implemented. The **Allottee** agrees and confirms that in the event it becomes impossible for the **Promoter** to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the **Promoter** shall refund to the **Allottee** the entire amount received by the **Promoter** from the allotment within 45 days from the date. The **Promoter** shall intimate the **Allottee** about such termination at least **30** days before such termination. After a refund of the money

paid by the **Allottee**, the **Allottee** agrees that he/she shall not have any rights, claims etc. against the **Promoter** and that the **Promoter** shall be released and discharged from all its obligations and liabilities under this Agreement.

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

7.3 Failure of Allottee to take the position of [Flat/Apartment] -Upon receiving a written intimation from the **Promoter** as per Para 7.2, the **Allottee** shall take possession of the [Flat/Apartment] from the **Promoter** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **Promoter** shall give possession of the [Flat/Apartment] to the **Allottee**. In case the **Allottee** fails to take possession within the time provided in Para 7.2, such **Allottee** shall continue to be liable to pay maintenance charges as specified in Para 7.2.

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

including common areas, to the association of **Allottees** or the competent authority, as the case may be,within30 days after obtaining the compliment certificate].

7.5 Cancellation by Allottee - The **Allottee** shall have the right to cancel/ withdraw his/her allotment in the project as provided in the Act: Provided that where the **Allottee** proposes to cancel/withdraw from the project without any fault of the **Promoter**, the **Promoter** herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the **Allottee** shall be returned by the **Promoter** to the **Allottee** within 45 days of such cancellation.

7.6 Compensation - The **Promoter** shall compensate the **Allottee** in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a *Force Majeure* event, if the **Promoter** fails to complete or is unable to give possession of the [Flat/Apartment]

(i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1or

(ii) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the **Promoter** shall be liable, on demand to the **Allottees**, in case the **Allottee** wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her in respect of the [Flat/Apartment], with interest at the rate prescribed in the Rules including compensation, in the manner as provided under the Act within 45 days of it becoming due. Provided that where if the **Allottee** does not intend to withdraw from the project, the **Promoter** shall pay the **Allottee** interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Flat/Apartment], which shall be paid by the **Promoter** to the **Allottee**within45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The **Promoter** hereby represents and warrants to the **Allottee** as follows:

(i) The **Promoter** has an absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;

(ii)The **Promoter** has lawful rights and requisite approvals from the competent authorities to carry out the 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 the party in or over such land]

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

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

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

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

(viii) The **Promoter** confirms that the **Promoter** is not restricted in any manner whatsoever from selling the said [Flat/Apartment] to the **Allottee** in the manner contemplated in this Agreement;

(ix) At the time of the execution of the conveyance deed the **Promoter** shall handover lawful, vacant, peaceful, physical possession of the [Flat/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 **Promoter** has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas(equipped with all the specifications, amenities and facilities) has been handed over to the **Allottee** and the association of **Allottees** or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, the notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the **Promoter** in respect of the said Land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the *Force Majeure* clause, the **Promoter** shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Flat/Apartment] 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 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 **Promoter**'s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulation made thereunder.

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

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

(ii) The **Allottee** shall have the option of terminating the Agreement in which case the **Promoter** shall be liable to refund the entire money paid by the **Allottee** under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an **Allottee** does not intend to withdraw from the project or terminate the Agreement he shall be paid, by the **Promoter**, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Flat/Apartment], which shall be paid by the **Promoter** to the **Allottee** within Forty-five days of it becoming due.

9.3 The **Allottee** shall be considered under a condition of default, on the occurrence of the followings events:

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

(ii) In case of Default by **Allottee** under the condition listed above continues for the paid beyond 3 consecutive months after notice from the **Promoter** in this regard, the **Promoter** may cancel the allotment of the [Flat/Apartment] in favour 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 **Promoter** shall intimate the **Allottee** about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT: The **Promoter**, on receipt of Total Price of the [Flat/Apartment] as Para1.2 under the Agreement from the

Allottee, shall execute a conveyance deed and convey the title of the Apartment together with a proportionate indivisible share in the Common Areas within three 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 the favour of the **Allottee** shall be carried out by the tire **Promoter** 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 **Promoter** to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the **Promoter** is made by the **Allottee**.

11. **MAINTENANCE OF THE SAIDBUILDING/APARTMENT/PROJECT:** The **Promoter** shall be responsible to provide and maintain essential services in the project till the taking over 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 [Flat/Apartment].
12. **DEFECTLIABILITY:** It is agreed that in case any structural defect of any other defect in workmanship, quality or provision of services or any other obligations of the **Promoter** as per the agreement for sale relating to such development is brought to the notice of the **Promoter** within a period of 5 (five) years by the **Allottee** from the date of handing over possession, it shall be the duty of the **Promoter** to rectify such defects without further charge, within 30 (thirty) days, and in the event of **Promoter**'s failure to rectify such defects within such time, the aggrieved **Allottees** shall be entitled to receive appropriate compensation in the manner as provided under the Act.
13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The **Promoter**/maintenance agency/association of **Allottees** shall have rights of unrestricted access of all Common Areas, garages/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/Apartment] or any part thereof, after due notice and during the normal working

hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:** Use of Basement and Service Areas: The basement(s) and services areas, if any as located within the **H2O City Phase-___**, shall be earmarked for purposes such as parking spaces and services including but not limited to an electric substation, transformer, DG 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:** Subject to Para 12 above, the **Allottee** shall, after taking possession, be solely responsible to maintain the [Flat/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 [Flat/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 [Flat/Apartment]and keep the [Flat/Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that they support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.1 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 [Flat/Apartment] or place any heavy material in the common passages or staircase of the Building. The **Allottee**

shall also not remove any wall, including the outer and load-bearing wall of the [Flat/Apartment].

15.2 The **Allottee** shall plan and distribute its electrical load in conformity with the electrical system installed by the **Promoter** and thereafter the association of **Allottees** and/or maintenance agency appointed by the association of **Allottee**. 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 the apartment with the full knowledge of all laws, rules, and regulations notifications applicable to the project.
17. **ADDITIONAL CONSTRUCTIONS:** The **Promoter** undertakes that it has no right to make additions or to put up the additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except and disclosed, except for as provided in the Act.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the **Promoter** executes this Agreement he shall not mortgage or create a charge on the [Flat/Building/Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **Allottee** who has taken or agreed to take such [Flat/Building/Apartment].
19. **APARTMENT OWNERSHIP ACT:** The **Promoter** has assured the **Allottees** that the project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006 and Bihar Building Bye-Laws, 2014. The **Promoter** showing compliance with various laws/regulations as applicable in the state of Bihar.
20. **BINDING EFFECT:** Forwarding this Agreement to the **Allottee** by the **Promoter** does not create a binding obligation on the part of the **Promoter** or the **Allottee** until, firstly, the **Allottee** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the **Allottee** and secondly, appears for registration

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

21. **ENTIRE AGREEMENT:** 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 Flat/Building/Apartment, as the case may be.
22. **RIGHT AMEND:** This Agreement may only be amended through the 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 [Flat/Apartment] and the Project shall equally be applicable to and enforceable against and by any subsequent **Allottees** of the [Flat/Apartment], in case of a transfer, as the said obligations go along with the [Flat/Apartment] for all intents and purposes.
24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The **Promoter** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the **Allottee** in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **Allottee** that exercise of discretion by the **Promoter** in the case of one **Allottee** shall not be

construed to be a precedent and/or binding on the **Promoter** to exercise such discretion in the case of other **Allottees**.

24.2 Failure on the part of the 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 the right thereafter to enforce each and every provision.

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

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement, it is stipulated that the **Allottee** has to make any payment, in common with other **Allottee**(s) in Project the same shall be the proportion which the carpet area of the [Flat/Apartment] bears to the total carpet area of all the [Flat/Apartment] 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 to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the **Promoter** through its authorized signatory at the **Promoter**'s office, or at some other place, which may be mutually agreed between the **Promoter** and the **Allottee**, in **Patna** after the agreement is duly executed by the **Allottee** and the **Promoter** or simultaneously with the execution the said Agreement

shall be registered at the office of the Sub-Registrar at **Bihta/Patna**. Hence this Agreement shall be deemed to have been executed at **Bihta/Patna**.

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

Allottee:

Sri……

Resident of …….

Promoter:

M/S Anshul Homes PVT. LTD., **a company registered under The Companies Act, 2013 with** CIN No. U45200BR2014PTC022492/2014-15, having its Registered Office **at Plot No. 89 B, Near Norte Dame Academy School, Patliputra Colony, Patna – 800013.**

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

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

31. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the **Allottee**, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building as the case may be, shall not be construed to limit the rights and interests of the **Allottee** under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

32. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
33. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to 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.

SCHEDULE 'A'

H2O CITY PHASE-__ project comprises of BLOCK-A & B-LB+UB+G+14, BLOCK-C-EWS/LIG-G+08, BLOCK-D-LIG/EWS G+13, BLOCK-E & F-LB+UB+G+13, BLOCK-G-LB+UB+G+11 blocks.

RCC framed & anti- earth quake resistant structures with a total of 629 dwelling units (DU) along with 141 EWS/LIG units complying with the affordable housing scheme.

Mentioned below are details as regards with boundary of the project:-

Project Name **: -** H2O CITY PHASE-__

Location **: -** NEORA, PATNA (Commercial Branch Road)

- **BOUNDARY OF PLOT :**

North : - PLOT NO 778, 777, 753(P), 754
South : - PLOT NO 752(P), 751, 1676(P), 750, 743, 734
East : - ROAD, PLOT NO 752(P), 751, 750, 749, 743
West : - PLOT NO 737, 734, 721(P), 713(P), 716, 712

- **PLOT DETAILS:**

Total area of land : - 17, 724.08 SQ.M.
Mauza : - Neora
Circle : - Bihta
Sub-Registry Office : - Bihta
District Registry Office : - Patna
Thana no. : - 104
Plot No : - 713(P), 714(P), 715, 721(P), 735, 736(P), 752(P), 753, 1676(P)
Khata No : - 157,157/56,159,164,168,169,172
Touzi No : - 3102

- **FLAT DETAILS:**

Flat No. : -
Area : - _____ Sq. Ft. (Super Built-up)
Block : -
Type : - __BHK
Floor : -
Total Consideration : -

- **PROJECT DETAILS:**

BLOCKS : - BLOCK-A & B-LB+UB+G+14, BLOCK-C-EWS/LIG-G+08, BLOCK-D-LIG/EWS G+13, BLOCK-E & F-LB+UB+G+13, BLOCK-G-LB+UB+G+11
NO. OF FLATS : - 629
BUILT UP AREA : - 52994.99+7949.24(LIG/EWS) =60994.23 SQ.M.
COVERED PARKING : - 18,027.16+8355.77 SQ.M. = 26328.93 SQ.M.

- **BOUNDARY OF FLAT:**

North -
South -
East -
West -

SCHEDULE 'B'

FLOOR PLAN

BLOCKS	**: -**	BLOCK-A & B-LB+UB+G+14, BLOCK-C-EWS/LIG-G+08, BLOCK-D-LIG/EWS G+13, BLOCK-E & F-LB+UB+G+13, BLOCK-G-LB+UB+G+11
NO. OF FLATS	**: -**	629
BUILT UP AREA	**: -**	52994.99+7949.24(LIG/EWS) =60994.23 SQ.M.
COVERED PARKING	**: -**	18,027.16+8355.77 SQ.M. = 26328.93 SQ.M.
GREEN AREA	**: -**	5834.63+3247.67= 9082.3 SQ.M.

BOUNDARY OF FLAT:

North -
South -
East -
West -

SCHEDULE 'C'

SL.NO.	INSTALLMENTS	PERCENTAGE
1	AT THE TIME OF BOOKING	10%
2	AT THE TIME OF AGREEMENT AND FOUNDATION WORK	10%
3	ON START OF LOWER BASEMENT ROOF CASTING WORK	5%
4	ON START OF UPPER BASEMENT FLOOR ROOF CASTING WORK	5%
5	ON START OF 1ST FLOOR ROOF CASTING WORK	5%
6	ON START OF 3RD FLOOR ROOF CASTING WORK	5%
7	ON START OF 5TH FLOOR ROOF CASTING WORK	5%
8	ON START OF 7TH FLOOR ROOF CASTING WORK	5%
9	ON START OF 9TH FLOOR ROOF CASTING WORK	5%
10	ON START OF 11TH FLOOR ROOF CASTING WORK	5%
11	ON START OF 13TH FLOOR ROOF CASTING WORK	5%
12	ON START OF GROUND FLOOR BRICK WORK	5%
13	ON START OF 2ND FLOOR BRICK WORK	5%
14	ON START OF 4TH FLOOR BRICK WORK	5%
15	ON START OF 6TH FLOOR BRICK WORK	5%
16	ON START OF 8TH FLOOR BRICK WORK	3%
17	ON START OF 10TH FLOOR BRICK WORK	3%
18	ON START OF 12TH FLOOR BRICK WORK	4%
19	AT THE TIME OF POSSESSION	5%
		100%

SCHEDULE 'D'

SPECIFICATIONS WHICH ARE PART OF THE APARTMENT:-

1. Flooring System - Poly-Vitrified Tiles in the Dwelling Unit & Anti-Skid tiles in the bathroom. Dado Tiles up to 7' in the bathroom. Marble / tiles flooring in corridors.

2. Wall Finish - 2 coats of Putty fully finished.

3. Fixtures - ISI approved Modular switches & CP sanitary fittings in Toilet and Kitchen. Indian Pan and EWC in one bathroom each. Provision for hot & cold connection.

4. Wiring - Concealed copper wiring ISI marked.

5. Railing in balcony.

6. Flush Doors and UPVC/Aluminum Windows in all flats.

7. Kitchen - Granit Counter with stainless steel sinks and tiles up to 2' from the granite counter.

7. Power Backup - Generator with provision for backup for common areas also in addition to connection to the flat light & light loads.

SCHEDULE 'E'

H2O CITY PHASE-__ project comprises of three blocks

BLOCK-A&B-LB+UB+G+14, BLOCK-C-EWS/LIG-G+08, BLOCK-D-LIG/EWS G+13, BLOCK-E & F-LB+UB+G+13, BLOCK-G-LB+UB+G+11.

RCC framed & anti- earth quake resistant structures with a total of 629 dwelling units (DU) along with 141 EWS/LIG units complying with the affordable housing scheme.

Following below mentioned description of features of the common areas in the building would be available to the residents:-

Parking	: -	18,027.16+8355.77 SQ.M. = 26328.93 SQ.M. covered parking (PCC Finish).
Common lift	: -	With ISI specifications.
Power backup	: -	Complying with ISI specifications.
STP	: -	As per Design.
Corridor	: -	Marble/tiles flooring.
Firefighting	: -	As per fire drawings & NBC guidelines.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE:

1. Signature ……

Name: - Mr. …….

Address: - ……

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Authorized signatory……

Name: **MR. RAHUL KUMAR**

Address: House No. -89B, Patliputra Colony, P.s + P.o. - Patliputra,
Patna (Bihar) - 800013

At Patna on …… in the presence of:

WITNESS:

1. Signature ……..

   Name …….

   Address ……..

2. Signature …….

   Name …….

   Address ……..