AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____day of _____20__.

BY AND BETWEEN

M/s RAJBIR DEVELOPERS LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having Certificate of Incorporation issued by the Registrar, Bihar, vide no. - **LLPIN–ABZ-3391** , Pan No. **ABGFR1429R** , having its Registered Office at Jiwansagar Complex, D. N. Singh Road, Tower – II, 2nd Floor, Ward No. – 38, Khata No.–- 594, Khesra No. – 636 (part), Holding No. – 81, 82 & 83 (Part), P.S – Kotwali, Anchal – Jagdishpur, under Municipal Corporation

Bhagalpur, Bihar – 812002, represented through Designated Partner M**r. VIKASH KISHOREPURIA,** (DIN no. 01502355) aged about 45 years S/o Sri. Sajjan Kumar Kishorepuria, Presently residing at Bhagawan Bhawan, 4th Floor, D. N. Singh Road, Sujaganj, P.S - Kotwali, Town & District- Bhagalpur-812002 (Bihar), authorized vide board resolution dated 28th Nov 2023 hereinafter referred to as the **" Promotor / Developer of the First Part "** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).
Aadhar Number 9678 3530 4960 Mobile no. – 9234667611.

AND

Mr./ Mrs. _____ son / daughter of _____, aged about _____ years, (PAN _____), residing at _____ hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).
Aadhar Number _____ Mobile no. – _____.

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS: -

For the purpose of this agreement for sale, unless the context otherwise requires-

a) "**Agreement**" shall mean this agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance hereof, which will be expressed to be supplemental to or as a modification or amendment of this agreement.
b) "**Applicable Law**" shall mean any statute, law, regulations, ordinance, rule, judgement, order, decree, clearance, approval, guidelines, policy, directives or any decision of any Authority or court having competent jurisdiction from time to time.
c) "**Basements**" provided for the purpose of parking vehicles, laying services and utilities and for such other purpose as may be deemed fit and for common usage of all the occupants of Project.
d) "**BCC**" shall mean Building Completion Certificate issued by Bhagalpur Municipal Corporation upon completion of construction of the said building.
e) "**Common Infrastructure**" The Owner/Promotor shall provide common infrastructure (whether provided now or in future) of project subject to payment of necessary proportionate outgoings.
f) "**Consideration**" shall mean the amount payable by the allotee(s)/purchaser(s) to the promoter as mentioned in Schedule – C with applicable taxes for the acquisition of rights in respect of Flat.
g) "**Liquidated Damages**" shall mean an amount equivalent to sum of 10% of the Consideration plus brokerage (if any) paid by the Owner/Developer plus outstanding interest due and payable from the purchaser(s)/Allotee(s).
h) "**Flat**" shall mean the residential flat as mentioned in Schedule – A.
i) "**FM Fees**" shall mean the Facility Management Fees to be paid by the allottee to the promoter and/or its nominees, which shall be equal to 10% of the outgoings.

j) "**GST**" shall mean Goods and Services Tax paid into the Government treasury and which is Non Refundable in nature.
k) "**Outgoings**" shall mean sum of monthly/quarterly maintenance charges, Property Taxes and all other expenses necessary and incidental to the management and maintenance, repair and upkeep of said building/project which will be payable by the purchaser/allotee in his/her proportionate share with applicable taxes comprising of.
l) "**IOP**" shall mean the Intimation of Possession Letter, by which promotor will convey his intent to give possession of Flat to allottee.
m) "**IFAMSD**" shall mean non-refundable Interest Free Advance Maintenance Security Deposit to be paid on receipt of IOP by the Purchaser(s) to the promoter.
n) "**Maximum FSI Potential**" shall mean basic FSI available in respect of the project, as well as any additional FSI which is now available or which may become available in future, on account of increase in the basic FSI or on payment of premium, or by virtue of acquisition/loading by the promoter of Transferable Development Rights arising from the project ('TDR-FSI') under the provisions of the applicable rules and regulations prevailing from time to time, or in any other manner whatsoever.
o) "**Property Tax**" shall include property taxes, local taxes, betterment charges and all other levies levied by the concerned local authority and/or Government payable in respect of the Flat and said project as per applicable law.
p) "**Deck/Balcony Area**" shall mean the floor area of the outdoor deck and/or balcony and/or verandah as the case may be, attached to the individual Flat and counted in FSI.
q) **"Interest**" unless defined otherwise, shall mean the simple interest at State Bank of India ('SBI') highest Marginal Cost of Lending Rate ("MCLR") plus two percent, per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July and 1st October) provided that in case the SBI MCLR is not in use it would be replaced by such benchmark lending rates which teg SBI may fix from time to time for lending to general public. The interest on all the default amounts shall be paid from the next day of the date the amount becoming due till the date of realization of such amount. The payment of interest shall be without prejudice to the other rights and remedies of the parties. Delay in demand of interest shall not constitute a waiver of the same, unless specifically providing in writing.
r) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
s) "**Appropriate Government**" means the State Government;
t) "**Rules**" means the Bihar State Real Estate (Regulation and Development) (General) rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
u) "**Regulations**" means the regulations made under the Real Estate (Regulation and Development) Act, 2016.
v) "**Section**" means a section of the act.
w) **"Area"** - Types of Area:
    i. **'**CA' shall mean Carpet Area = Usable area within the walls of the Flat.
    ii. 'RCA' shall mean RERA Carpet Area = Carpet Area + thickness of internal walls
    iii. 'UCA' shall mean Usable Carpet Area = RERA Carpet Area + Deck Area
    iv. 'BUA' shall mean Built up Area = RCA + thickness of external Walls

INTERPRETATION: -

a. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
b. Words in singular shall include the plural and vice versa.
c. Reference to a gender includes a reference to all other genders.

d. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
e. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
f. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
g. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

WHEREAS:-

M/S RAJBIR DEVELOPERS LLP, as Promoter / Developer is the absolute and lawful rights through registered Development agreements held with Landowners for construction of a multi storied residential and commercial Buildings /flats/ car parking space etc. on the land measuring an area of 36832 Sq. ft. equivalent to 84.7136 decimals at District – Bhagalpur, Sub Division – Bhagalpur Sadar, Circle office Jagdishpur, Under Bhagalpur Municipal Corporation - 1, Plot no. 259- KA, KHA, GA, GHA, CHA, CHHA, THA, JA, DA, JHA, TA Khata no. 746, Mouza – Khalifabag (Masakchak), Survey Ward – 7, Holding No. 217/ 53 A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,Q, Present Ward No. – 21, D. N. Singh Road, Bhagalpur , Bihar – 812002.

1) By virtue of registered development agreement dated 31st March 2023, in the Office of Sub-Registrar, Bhagalpur, District- Bhagalpur, Government of Bihar, vide deed no. 5114, Serial no. – 5184, Book no. 1, Volume no. – 88, Page no. – 44 to 58, C.D – 14, total pages – 15 between Developer and Swadesh Kumar Banerjee

and

2) By virtue of registered development agreement registered dated 30th Nov 2023 in the office of Sub-Registrar, Bhagalpur, District- Bhagalpur, Government of Bihar, vide deed no. 18477, Serial no. 18676, Book no. 1, Volume no. – 316, Page no. - 343 to 357, C.D - 49, total pages - 15 between Developer and landowner i.e a) M/s Rajbir Construction Private Limited, b) M/s Vikramshila Developers Private Limited and c) M/s Jiwansagar Times Private Limited.

a. The Said Land is earmarked for the purpose of building a project, comprising two multi-storeyed Residential and Commercial building along with Car Parking space at basement and the said project shall be known as "**SIGNATURE HEIGHTS"** hereinafter termed as "**Project**";
b. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed.
c. The Promoter has registered the Project under the provisions of the Act with the Bihar State Real Estate Regulatory Authority at Patna on _____ under registration No. _____;
d. The Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case maybe, from "Bhagalpur Municipal Corporation" through Approval No. 218 A/ BMC/MAP/2022-23 Dated:- 04/01/2024 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 RERA Act and other laws as applicable;

e. The Allottee had applied for an apartment in the Project *vide* application No._____ dated _____ and has been allotted apartment No…….. having builtup area of ……. square feet and super builtup area of ……. square feet on ……. floor in "SIGNATURE HEIGHTS" ("**Building**") along with garage/ covered parking no. _____ admeasuring _____ square feet as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

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

g. The Promoter shall be at liberty at any time in future to change, amend, modify and alter the scope, scale and permissible user(s) of the project by way of addition, alteration, amendments, deletion thereto, sub-division thereto or to any portion thereof, change of user(s), change/shift/sub-division of the project, utilization of Maximum FSI Potential, by right to use common infrastructure, in any manner whatsoever in accordance with the Applicable Law.

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

i. 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;

j. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat and the garage/covered parking (if applicable) as specified in para-G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

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

1.2. The Total Price of Flat is **Rs. _____/- (Rupees _____only**) ("Total Price of the Flat").

Flat No.		
BHK Type		
Floor No.		
No. of Car Parking		
Cost of Apartment	in Rs.	
Cost of Car parking	in Rs.	
Price for the Apartment	**in Rs.**	

1.3. The Total Extras deposits in respect of Apartment is Rs. 100,000/- (Rupees One Lacs only Only) ("Total Extras and Deposits").

Extras Deposits:	
Society Maintenance Advances	Rs. 100000/-
Total Extras Deposits (in Rupees)	**Rs. 100000/-**

1.4. The Total GST as per the present applicable rate opted by the Promoter in respect of Apartment is **Rs. _____(Rupees _____Only)** ("Total GST") however the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Allottee undertake and confirm to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Promoter.

EXPLANATION :-

a. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Flat;

b. The Total Price of Flat, Total GST and the Total Extras and Deposits as mentioned in clause 1.2, 1.3 and 1.4 above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Flat to the allottee and the project to the association of allottees or the competent authority, as the case may be;

c. 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.

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

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

f. The Total Price of the Flat includes: Recovery of price of land, Construction of (Not only the apartment but also) the common areas, internal development charges, external development charges, 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 etc and includes cost for providing all other facilities, amenities and specifications mentioned in Schedule D to be provided within the Flat and the project.

g. TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration/price payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not

provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

h. The Total Price of Flat, Total GST and the Total Extras and Deposits as mentioned in clause 1.2, 1.3 and 1.4 is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall issue the demand letter to the Allottee, which shall be added on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry or extension of the scheduled date of completion of the project as per registration with the authority due to any failure from promoter end, if any, granted to the said project by the authority as per the act, the same shall not be charged from the allottee.

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

j. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @_____. per annum for the period by which the respective instalment 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.

k. The Promoter shall confirm 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, subject to a variation of (3%) Three Percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within ninety days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the 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 agreed in Para 1.2 of this Agreement.

l. The Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:

m. The Allottee shall have exclusive ownership of the Flat.

n. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas to the association of allottees.

o. The Allottee has the right to visit the project site to assess the extent of development of the project and his/her flat, as the case maybe.

p. The Promoter will not entertain any request for modification in the layouts of the Flat and external facade of the building (s) and Common Areas including common facilities and amenities.

q. It is made clear by the Promoter and the Allottee agrees that the Flat along with the garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is

agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

s. The allottee has paid a sum of Rs _____(Rupees _____only) vide RTGS dated _____, as booking amount being part payment towards the total price of the apartment/plot at the time of application the receipt of which the promoter hereby acknowledges and the allottee hereby agrees to pay the remaining price of the (Apartment/plot) as prescribed in the payment plan **[Schedule C]** as maybe demanded by the promoter within the time and the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in the rules.

1. 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 '_____'payable at _____.

2. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

2.2 The Promoter accepts no responsibility in regard to matters specified in para 2.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment/plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

4. TIME IS ESSENCE

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

5. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the competent authority 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.

6. POSSESSION OF THE APARTMENT/PLOT

6.1 Schedule for possession of the said Flat: The Promoter agrees and understands that timely delivery of possession of the Flat to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement .The Promoter assures to hand over possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the project in place, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 days from that date. The promoter shall intimate the allottee about such termination at least 30 days prior to such termination. After refund of the money

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

6.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate or completion of the project from the competent authority shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate or completion of the project. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. Upon possession of the Flat being delivered to the purchaser(s)/Allotee(s), the purchaser(s)/Allotee(s) shall occupy and use the Flat solely for residential purpose only.

6.3 **Failure of Allottee to take Possession of Flat-** Upon receiving a written intimation from the Promoter as per para7.2, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable in para 7.2. along with the Flat holding Charges at the rate of 0.50 paise per sq. feet per month on saleable area as determined by the Promoter/association of allottees.

6.4 **Possession by the Allottee -**After obtaining the occupancy certificate or completion of the project and handing over physical possession of the Flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

6.5 **Cancellation by Allottee -**The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

a. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter shall refund the consideration paid by the allottee in pursuance of this agreement, excluding the amount of GST, any taxes/cess and surcharge, stamp duty and registration charges paid after deducting there from:-

i. 10% (ten percent) of consideration paid towards liquidated damages.
ii. The taxes and outgoings, if any, due and payable by the allottee in respect of the flat up to the date of termination of this Agreement.
iii. The amount of interest payable by the allottee to the promoter in terms of this agreement from the date of default in payment of principal and applicable taxes till the date of termination as aforesaid.

The balance amount of money paid by the allottee after deduction as aforesaid shall be returned by the promoter to the allottee within 90 days of such cancellation.

b.The allottee shall cease to have any right or interest in the Flat or any part thereof.

c. The promoter shall be entitled to sale the Flat to such other person or party as the promoter my deem fit, at such consideration and on the terms and conditions as the promoter may in its absolute discretion deem fit.

d. The Allottee shall return to the promoter all the original documents and receipts in respect of the Flat.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

7.1 The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;

7.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

7.3 There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

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

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

7.6 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;

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

7.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

7.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;

7.10 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;

7.11 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;

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

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

8.1.1 Promoter 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 clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupancy certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

8.2.1 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

8.2.2 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 except amount paid on account of GST, Taxes or Cess or any other similar taxes whatsoever towards.

8.2.3 the purchase of the apartment, along with interest at the rate prescribed in the rules within 90 (Ninety) 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, which shall be paid by the promoter to the Allottee within 90 (Ninety) days of it becoming due.

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

8.3.1 In case the Allottee fails to make payments of instalment within 15 days of demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

8.3.2 In case of Default by Allottee under the condition listed above continues for a period beyond 60 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Flat in favour of the Allottee and refund the amount money paid to him by the allottee as mentioned in clause 7.5 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.

9 CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Flat as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee [provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3months 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.

10 MAINTENANCE OF THE SAID BUILDING / APARTMENT /PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Extras & Deposits of the Flat.

11 DEFECT LIABILITY:

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

It is clarified that the liability of promoter to remedy defects if any during the period of 5 (Five) Year from the date of offering possession of the Flat, shall not extend to if:

a) Any such defects have been caused by reason of the default and/or negligence of the allottee and/or any other allottee of the said project i.e. against the guidelines, precautions, warranties, warning on the products and services provided in the Flat;
b) and such defects if the same have been caused by reason of any additions and alterations in any other flat, fittings, pipes, water supply connections or any of the erection (including Flooring) in the Flat done by the purchaser of the said Flat and/or any other allottee in the said project.
c) Defects other than that to the structure of the said building caused not due to any act or omission of the promoter.
d) Any such other events caused by normal wear and tear, abnormal fluctuations in the temperature, abnormal heavy rains, vagaries of nature, negligent use of Flat or the fixtures or fittings provided therein.

12 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 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.

13 SUBSEQUENT SALE OF FLAT:

The Allottee shall not be entitled to sale, transfer or assign the benefit of this agreement to any third party, until the entire consideration and all other dues payable by the allottee(s) to the promoter under this agreement are fully paid and possession of the said Flat has been duly handed over by the promoter to the allottee(s).

The allottee shall indemnify and keep the promoter indemnified against any costs, charges, expenses, loss, damage, suit or legal proceedings that the promoter my incur, suffer or may be subject to as a consequence of non-compliance or failure to adhere to the aforesaid requirements by the allottee(s).

14 USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, 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 FLAT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat 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, 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 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.

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

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to this project.

17 DISHONOUR OF PAYMENT INSTRUMENTS:

In the event of dishonor of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonor of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonor charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonor). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the

same at its sole discretion. In the event of dishonor of any cheque, the Promoter has no obligation to return the original dishonored cheque.

18 ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) except as amendment/approval/revision in building plan, layout plan, sanction plan and specifications, amenities and facilities by the competent authority(ies) or as provided in the act.

19 THE BIHAR APARTMENT OWNERSHIP ACT, 2006:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006. The Promoter showing compliance of various laws/regulations as applicable in 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- _____ 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, as the case may be.

22 RIGHT TO AMEND:

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

23 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT ALLOTTEES

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

24 WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [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 of the right thereafter to enforce each and every provision.

25 SEVERABILITY:

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

26 METHOD OF CALCULATION OF PROPORTIONATE SHAREWHEREVER 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 bears to the total carpet area of all the [Apartments/Plots] in the Project.

27 FURTHER ASSURANCES:

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

28 PLACE OF EXECUTION:

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

29 NOTICES:

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

_____	Name of Allottee
_____	Allottee Address
M/s Rajbir Developers LLP	Promoter name
D. N. Singh Road, Tower – II, 2nd Floor, P.S – Kotwali, Anchal – Jagdishpur, Bhagalpur, Bihar – 812002,	Promoter Address

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

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

31. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, 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 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 the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

36. COVENANTS OF THE ALLOTTEES:

36.1 **Apartment use:** The Allottee shall not use the Apartment or permit the same to be used for purpose other than the purpose mentioned herein or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

36.2 **Hazardous materials:** The Allottee shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

36.3 **Additions:** The Allottee shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at its own cost. In any case the Allottee shall not be entitled to carry out any structural changes in the Building and Apartment.

36.4 **Co-operation:** The Allottee shall at all times co-operate with the other Allottee/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

36.5 **Taxes:** If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee.

36.6 **Common Rules:** The Allottee shall abide by and adhere to the Common Rules specified in **Schedule [F]** herein from time to time.

36.7 **Common Expenses:** The Allottee pay on due dates the Common Expenses specified in **Schedule [G]** herein from time to time.

37. OTHER TERMS AND CONDITIONS: The Parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Promoter and Allottee to be respectively paid observed and performed, as the case may be. (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained in any other agreement

executed between the parties herein in respect of the said Apartment, the provisions of the clauses contained herein shall prevail).

37.1 **Extras:** As mentioned in Clause 1.2 of this Agreement, the Allottee has agreed to pay the amount mentioned in clause 1.3 to the Promoter (Extras & Deposits) together with applicable taxes.

37.2 **Electricity supply/DG back-up:** In case the **SBPDCL**/any other electricity supply agency decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottee upon payment by them of the proportionate security deposit payable to **SBPDCL** / any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by **SBPDCL** / any other electricity supply agency from time to time and all Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to **SBPDCL** / any other electricity supply agency, as per the norms of **SBPDCL** / any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

37.3 **Diesel generator power backup:** Provision will be made for the installation of Diesel Generator ("**DG**") for power backup to run the basic facilities in the Project. The Allottees will be required to pay DG Usage Charges on the basis of a suitable mechanism as shall be devised by the Promoter.

37.4 **Payment of Total Premium of Apartment, Total Extras & Deposits and the Total GST prior to Possession:** The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Premium of Apartment, Total Extras & Deposits and the Total GST as mentioned in Clause 1.2, 1.3 and 1.4 under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Apartment.

IN WITNESS WHEREOF parties hereinabove named have set their respective hand sand signed this Agreement for sale at Bhagalpur (Bihar) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

Signature_____

Name
Address

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:
(1) Signature (Authorized Signatory)_____

Name Rajbir Developers LLP.

Address D. N. Singh Road, Tower – II, 2nd Floor,
P.S – Kotwali, Anchal – Jagdishpur, Bhagalpur, Bihar – 812002,

At_____Bhagalpur_____on_____ 20_____in the presence of:

WITNESSES:
(1) Signature_____

Name_____

Address _____

(2) Signature_____

Name_____

Address _____

Language and Copies of the Agreement – This Agreement shall be executed in English in two (2) original copies. Each Party shall receive one (1) original copy, all of which shall be equally valid and enforceable.

SCHEDULE 'A'

[Description of the said Unit]

Flat /Unit bearing No. _____of **_____BHK** Type having built up area admeasuring _____Sq. ft. And super built up area _____ sq. ft. subject to variation on account of internal plaster finishing along with adjoining /appurtenant/ abutting and the exclusive right to use, situated on _____Floor in the residential building ' _____'along with exclusive facility to use _____ Car Parking Space in the Project known as "**SIGNATURE HEIGHTS**" situated at District – Bhagalpur, Sub Division – Bhagalpur Sadar, Circle – Jagdishpur Sadar, Halka - Municipal Corporation -1, Plot no. 259- KA, KHA, GA, GHA, CHA, CHHA, THA, JA, DA, JHA, TA Khata no. 746, Mouza – Khalifabag (Masakchak), Ward – 7, Holding No. 217/ 53 A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,Q, Under Bhagalpur Muncipal Corporation,. Thana no. – 7 Under Bhagalpur Muncipal Corporation in Ward No. – 21, D. N. Singh Road, Bhagalpur , Bihar – 812002

Bounded and Butted as hereunder of Project :-

North	Basudeo Gupta & Shironami Devi, & Sheela Jaiswal & Swadesh Kumar Banerjee & Vijay Bhuwania and Others
South	Jagdish Sah & Krishna Kumar Jhunjhunwala & Others
East	D. N. SINGH ROAD
West	Narayan Rai & Jamun Singh & Others

Bounded and Butted as hereunder of Unit :-

North	
South	
East	
West	

SCHEDULE 'B'

The approved floor plan of the project "**Rajbir Developers LLP**" has been enclosed along with this document for ready reference.

SCHEDULE 'C'

Sr. No.	Payment Schedule	Apartment + Car Parking+ Utility+ S.Q. Ft.
1	At the times of Booking *(adjusted at time of agreement to sell)*	15 Lacs (3 BHK) 21 Lacs (4 BHK)
2	At the time of allotment and agreement to Sell *(Including Booking Amount)*	20%
3	On completion of foundation	10%
4	On completion of 2nd Floor Casting	10%
5	On completion of 4th Floor Casting	10%
6	On completion of 6th Floor Casting	10%
7	On completion of 8th Floor Casting	10%
8	On completion of 10th Floor Casting	10%
9	On completion of Brickwork	5%
10	On completion of Flooring	5%
11	On finishing work & Electrical Installation	5%
12	On possession / conveyance deed registration whichever is earlier	5%
	TOTAL	**100%**

Note: GST/other Taxes are extra

The Total price of the Unit is Rs _____(Rupees _____only).

SCHEDULE 'D'

[Specifications, amenities, facilities which are a part of the Apartment]

1. Door: Wooden door frame and flush door to be provided.
2. Flooring in flats: Marble/Vitrified Tiles.
3. Kitchen: Green/Black granite top with steel sink and dado with glazed tiles upto 2 feet height from platform top.
4. Bathroom: Glazed tiles on walls up to 7 feet. Hot and cold water provision in all bathrooms and Kitchen.
5. Window: Steel frame window with glazing.
6. Electrical: Internal wiring in concealed conduits and switches of standard make.
7. AC point in all bed rooms and Hall.

SCHEDULE 'E' -

[Specifications, amenities, facilities which are part of the project]

1. Structure: RCC Framed Structure.
2. Cement and Sand: of good quality
3. Brickwork: Brick with cement mortar.
4. Lift of standard make
5. Generator

SCHEDULE 'F' - **[Common Rules]**

PART I -Restrictions

1. The Allottee shall not:

1.1 partition and/or sub-divide and/or demolish and/or damage the Said Flat and/or the Car Parking Space and/or any part or portion thereof;

1.2 ever cover or close or permit the covering or closing of the Balcony(ies)/ Deck(s)/Verandah(s), the Open Terrace Area, lounges, lobbies, passages, corridors, any of the open areas including those comprised in the Said Flat and/or comprising the Common Areas and Facilities etc. with grills or otherwise, and shall at all times keep them in the same manner as intended and/or constructed and/or delivered by the Promoter, and also shall not alter the elevation and/or the outside colour scheme of the exposed walls of the Said Flat, the Balcony(ies)/Deck(s)/Verandah(s), Open Terrace Area, lounges, passages, corridors, any of the areas comprising the Common Areas And Facilities etc., and/or any external walls and/or both the faces of the external doors and windows of the Said Flat and/or the external walls of the Building(s), which in the opinion of the Promoter inter alia differs from and/or is in deviation from and/or may effect the colour scheme of the Building(s) and/or the elevation thereof, such opinion of the Promoter being final and binding on the Allottee ;

1.3 damage the Building(s) or the common portions, amenities, facilities or any of the other Flats *inter alia* by making any alterations or withdrawing any support or otherwise.

1.4 throw or accumulate or cause to be thrown or accumulated any rubbish or refuse or dirt within/at the Said Flat and/or in/at any part or portion of the Said Project and/or the Building(s) and/or in/at any of the areas comprising the Common Areas And Facilities, save at the places earmarked therefor.

1.5 keep/place/leave or permit to be kept/placed/left outside the Said Flat and/or in/at any part or portion of the Said Project and/or in/at the Building(s) and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Areas And Facilities etc., any packages, boxes, crates, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time;

1.6 do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project;

1.7 use or allow the Said Flat or any part thereof to be used, directly or indirectly, for any unlawful/immoral purpose and/or for/as any club, political meeting, conference, meeting place, hall, business centre, guest house, nursing home, hospital, dispensary, clinic, boarding house, eating or catering place, restaurant, amusement or entertainment centre or other such purpose, or for/as any business/professional chamber or office or place of worship and/or for any religious activities and/or manufacturing/industrial activities and/or for any commercial purposes/activities, and further shall not convert/apply for conversion of the nature/user thereof including but not limited to for any direct or indirect commercial, semi-commercial use etc., and shall use the Said Flat only for residential purpose;

1.8 use the Car Parking Space for any purpose other than for parking of private motor cars owned by the Allottee nor shall partition the Car Parking Space in any manner, and further shall not ever make/raise thereon/thereat or on any part thereof any kutcha or pucca construction of any nature whatsoever and/or any grilled wall(s) or enclosure(s), and shall always keep the Car Parking Space open, and shall not

permit any Person to dwell/ stay/ reside thereat, and further shall not store/keep any goods, furniture, articles etc. therein/ thereat, and furthermore shall not ever transfer and/or alienate and/or deal with and/or grant any manner of right in, over or in respect of the Car Parking Space separately or independently or devoid of the Said Flat and/or by way of a separate space or to anyone save and except a Person having or acquiring an Flat provided that any such alteration/transfer shall at all times be subject to the terms stipulated in this Agreement;

1.9 put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in/ at any part or portion of the Building(s) and/or the Said Project including any of the areas/facilities comprising the Common Areas And Facilities and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the Said Flat and/or the Car Parking Space and/or outside the Said Flat provided that the Allottee may display a small and decent name-plate outside the main door of the Said Flat at the specific space designated for the same by the Promoter;

1.10 keep or allow to be kept or store or operate or bring into or allow to be stored, operated or brought into the Said Flat and/or the Car Parking Space and/or into/upon any of the areas comprising the Common Areas And Facilities and/or any part or portion of the Said Project and/or the Building(s) any goods, articles, machines, equipments etc. which in the opinion of the Promoter are combustible, obnoxious, hazardous, dangerous or offensive and/or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Building(s) and/or any portion thereof and/or any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, outer walls of any Flat, beams, pillars, lifts, staircases etc., such opinion of the Promoter being final and binding on the Allottee . However, the Allottee may keep LPG gas cylinder(s) for domestic use as may be permissible under applicable laws;

1.11 hang from or attach to the beams or the rafters of any part of the Said Flat and/or the Building(s), any article(s) or machinery(ies) which in the opinion of the Promoter are heavy or may or are likely to affect or damage or endanger the construction and/or the structure and/or stability of the Building(s) or any part thereof, such opinion of the Promoter being final and binding on the Allottee ;

1.12 do or cause or permit to be done anything or be a party to any act or deed in or around the Said Flat and/or the Car Parking Space and/or the Said Project, which in the opinion of the Promoter may, *inter alia*, cause or tend to cause or tantamount to cause or affect or damage the Building(s) or any portion(s) thereof in any manner whatsoever including without limitation to the flooring, ceiling, walls, pillars or beams, or in any manner interfere with the use or enjoyment of any of the other Flats and/or any of the Common Areas And Facilities, such opinion of the Promoter being final and binding on the Allottee ;

1.13 affix or draw any wires, cables, pipes etc. from or to or through any of the common portions or outside walls of the Building(s) or other parts or portions of the Said Project including but not limited to the other Flats without the prior written approval of the Promoter or of the Association, as the case may be;

1.14 affix or install or attach or hang any antenna/aerial/satellite dishes on the ultimate roof of the Building(s) and/or the Balcony(ies)/Deck(s/Verandah(s) and/or the Open Terrace Area that may be a part of any Flat and/or its windows and/or to/from

any part or portion of the Building(s) and/or the Said Flat and/or the Car Parking Space;

1.15 hang or put or dry any clothes/linen in or upon the windows and/or any part or portion of the Balcony(ies)/Deck(s)/Verandah(s) and/or the Open Terrace Area(s) and/or any other portion of the Said Flat such that the same be visible from the outside or to outsiders, and further shall not throw anything from any floor, window, balconies, verandahs, decks, terraces etc., and furthermore shall not place any goods, articles, things etc. upon the window sills of the Building(s);

1.16 do or execute or permit to be done or executed any act, deed or thing which may hurt, injure or cause provocation of the sentiments and/or feelings (religious or otherwise) of any of the occupiers of the Flats/the End Users and/or cause disharmony amongst them, and further shall not slaughter or permit to be slaughtered any living animals at/within any part of portion of the Said Flat and/or the Car Parking Space and/or the Building(s) and/or the Said Project on any religious occasion or otherwise;

1.17 install or fix any air-conditioner together with its indoor and outdoor units, except in the places if any specified by the Promoter for the same;

1.18 affix or change or alter the design or the place of the grills, the window(s) or the main door of the Said Flat or make or alter or change or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s) fittings, fixtures etc. in/serving any part or portion of the Said Flat and the Car Parking Space and/or the Building(s) and/or the Said Project, and furthermore shall not make any encroachment(s) or easement(s) in/upon any part or portion of the Said Flat and/or the Car Parking Space and/or the Building(s) and/or the Said Project.

1.19 make and/or carry out any addition, alteration and/or modification and/or improvements of any nature whatsoever or howsoever, structural or otherwise in/to or about the Said Flat and/or the Car Parking Space including to the beams, columns, partition walls, load bearing walls save in accordance with the then existing statutory building regulations, and further subject to prior written permission therefor having been taken from the appropriate authorities as also from the Promoter and/or the Association, as the case may be, and further shall not withdraw any support.

1.20 carry on any work of fittings, fixtures or any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the Said Flat excepting between 10:00 a.m to 06:00 p.m on working days, and while carrying on such work shall ensure that no annoyance or disturbance is caused to the residents of the Said Project and/or the adjoining premises, and in the event of violation of any of the above, the Promoter and/or the Association and/or the Facility Management Company, as the case may be, shall be entitled to forthwith stop the same without any liability and at the cost and expense of the Allottee , and further shall not carry on any such work during any school/high school/college examinations. Notwithstanding the above, all such works shall have to be carried out only with the prior written consent of the Promoter and/or the Association, as the case may be, and in strict compliance with the prevailing fit-out guidelines as framed by the Promoter and/or the Association, as the case may be, and further only through the entities identified by the Promoter, on payment of Rs. 10,000/- (Rupees Ten thousand only) as fit-out charges and additionally all applicable Taxes that may

be payable, which charges shall be subject to enhancement at the discretion of the Promoter from time to time;

1.21 alter the outer elevation of the Building(s) or the Said Flat, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever, and further shall not make/permit any changes in/to the signage of the Building(s) and/or the Said Projectas installed by the Promoter, and furthermore shall not install any monogram etc. at any part or portion of any of the external walls including those of the Building(s) and/or the Said Project;

1.22 commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures, fittings etc. serving any of the Flats and/or the Building(s);

1.23 claim any right of pre-emption or otherwise regarding any of the other Flats or any part or portion of the Building(s) and/or the Project;

1.24 do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Said Flat and/or any of the Flats and/or the Building(s) or cause the premium for the insurance to be increased, and further shall obtain and keep renewed at /its own cost and expense, a comprehensive insurance coverage/ policy in respect of the Said Flat;

1.25 tamper, alter or change or cause or permit any tampering or alteration or change in/of/to the electrical points at any part or portion of the Said Flat including but not limited to the Balcony(ies)/Deck(s)/ Verandah(s), and further shall avoid any overloading of the electrical points;

1.26 park or allow any vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at the Building(s) and/or the Said Project and/or at any other portions of/at the Building(s) and/or the Said Project save and except at the Car Parking Space, and to use the passages(s), pathway(s), open spaces etc. only in the manner as may be determined by the Promoter;

1.27 claim any right to use any vehicle parking space and/or to park vehicles at any part or portion of the Building(s) and/or Said Project unless specific written permission is granted by the Promoter;

1.28 commit breach or violate such rules and regulations as may be made applicable by the Promoter or the Association, as the case may be, including but not limited to the Rules.

1.29 obstruct any of the End Users and/or lawful occupiers of the other Flats to use and enjoy any of the common areas, facilities and amenities;

1.30 allow or use any cable, internet or other service providers save and except those service providers whom the Promoter or the Association, as the case may be, may have selected or engaged;

1.31 raise any objection to the cooking/bringing in of any non-vegetarian items/ food into/at any part or portion of the Building(s) and/or the Said Project and/or to the keeping/raising of any pets by any of the users/occupiers of the several Flats;

1.32 make/permit any changes in/to any of the entrance lobbies of the Building(s) and/or the entrance of/to the Said Flat including but not limited to by changing/replacing the main door, installing any collapsible gate and/or shutter etc.;

1.33 smoke and/or permit smoking at any part or portion of the Building(s) and/or the Said Project save at the areas, if any, designated for the same by the Promoter;

1.34 use or permit to be used the lifts for the purpose of carting pets, any furniture, fixtures, equipments, articles etc.;

1.35 amalgamate/join/consolidate/connect the Said Flat with any other Flat and/or any other space and/or area within the Building(s) in any manner whatsoever or howsoever even if the Allottee has been allotted by way of a written instrument any further/other Flats and/or spaces/ areas which are adjacent to and/or adjoining the Said Flat;

1.36 do any act, deed or thing which may in any manner whatsoever obstruct/ impede/restrict/hinder the construction and/or the development and/or the completion and/or the transfer/alienation of any part or portion of the Said Project in any manner whatsoever including but not limited to the Building(s) and/or any further and/or additional constructions, alterations etc. at/to the Said Project and/or the Building(s) and the works related thereto, notwithstanding any disruption/hindrance in the enjoyment of the Said Flat And Properties Appurtenant Thereto by the Allottee and/or any variation/diminishment in the undivided proportionate impartible indivisible variable share (attributable and/or allocable to the Said Flat) in the leasehold interest in the land comprised in the Said Project and in the Common Areas And Facilities as stipulated in these presents;

1.37 at any time make or claim partition or division on any ground whatsoever of any part or portion of any of the areas/portions comprising the Common Areas And Facilities and/or the Said Flat and/or the Building(s) and/or the Said Project;

1.38 raise the floor level of the Said Flat, and furthermore shall not do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the Said Flat;

1.39 block up or darken or obstruct or obscure or cover up any of the windows and/or lights of/at the Said Flat, and further shall not cover or obstruct any ventilating shafts and/or inlets and/or outlets;

1.40 install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixed, without the prior written consent of the Promoter;

1.41 block any area(s) and/or passage(s) including those comprising the Common Areas And Facilities;

1.42 claim any right of user or common use or any other right of any nature whatsoever over/in respect of any part or portion any of the areas which are under the exclusive control and/or use and/or possession of the Promoter, who shall be entitled to dispose of and/or deal with the same in such a manner and in lieu of such consideration as the Promoter may deem fit and proper;

1.43 permit any driver, domestic help, servants, staff, etc. and/or any other person employed by the Allottee to sleep and/or squat and/or loiter around in/at any part or portion of the Building(s) and/or the Said Project;

1.44 form with the other users, occupiers etc. of the several units/areas/spaces/ Flats comprising the Building(s) any association, and further shall not become a member of any association and/or association of persons and/or firm and/or any entity for any purpose/matter related/pertaining directly and/or indirectly to the Building(s) and/or the Said Project and/or for the purpose of maintenance, management, upkeep etc. of the Building(s) and/or the Said Project, and if any such organization/company/firm/association/other entity etc., be formed, the same shall not be recognized by the Promoter;

1.45 obstruct or use the lobbies, entrances and stairways of the Building(s) for any purpose other than ingress to and egress from the Said Flat in the Building(s);

1.46 play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in the Said Flat with such intensity, as may disturb or annoy the occupants of the Building(s) and/or the adjoining premises;

1.49 use the water-closets and other water apparatus in the Building(s) for any purpose other than those for which the same were constructed, and shall not throw into the same, any sweepings, rubbish, rags or any other article. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the End User in whose Flat it shall have been caused;

1.50 keep or harbour any bird or animal in the common areas of the Project, and in no event shall dogs and other pets be permitted on elevators (except the service elevators) or in any of the common portions of the Building(s) unless accompanied;

1.51 use drills in the kitchen or toilet without the supervision of the representative of the Promoter or the Facility Management Company or the Association, as the case may be, it being clarified that only drills can be used to drive nails into the walls of the Said Flat;

1.52 remove the gratings in the toilets and kitchen, so as to avoid clogging of the pipelines and/or sewerage lines;

1.53 send any employee of the Promoter and/or the Association and/or the Facility Management Company on any private business or personal errand;

1.54 carry out or permit or allow any games or sporting activities at any part or portion of the Project;

1.55 pluck/damage/destroy or permit to be plucked/damages/destroyed any flowers, plants or trees in the landscaped areas, which shall always be maintained as open areas, and no End User shall be allowed to construct anything in/on these areas;

1.56 cook or permit cooking in the common areas, parking spaces and servants quarter except the place(s) designated for the same by the Promoter and/or the Association, as the case may be;

1.57 damage any common property, which would be penalized by compensation of the actual amount for repair/replacement;

1.58 park or permit the parking of its cars or vehicles at the visitors' parking spaces designated and identified by the Promoter.

PART - II - Compliances

The Allottee shall:

2.1 maintain the Project in general and the Building where the Said Flat is situate for the purposes and with the intent and object for which the same is constructed;

2.2 assist the Promoter to form the Association and strictly observe and abide by all the rules and regulations including the Rules framed/ formulated by the Promoter and thereafter by the Association, and without prejudice to the other rights of the Promoter, pay all the penalties levied/stipulated for non-observance of and/or non-compliance with the same;

2.3 co-operate with and assist in all manner, the Promoter / Association, as the case may be, in carrying out their day to day activities and obligations, and shall not oppose/object to any decision taken by the Promoter and/or the Association, as the case may be, and in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building(s) and/or the Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep each of the

Indemnified Parties, Association and the Facility Management Company, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions, proceedings etc. in respect thereof including but not limited those which the Indemnified Parties and/or Association and/or the Facility Management Company may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee ;

2.4 maintain, at its own costs, the Said Flat and shall keep the same in good condition, state and order in which the same is handed over to the Allottee, normal wear and tear accepted, and shall at all times keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and further shall keep each of the Indemnified Parties and each of the other occupiers/End Users of the several units/areas/spaces at the Building(s) and/or the Said Project fully safe, harmless and indemnified from and against *inter alia* the consequences of any damage etc. arising therefrom;

2.5 be and remain solely responsible for the safety and security of the Said Flat And Properties Appurtenant Thereto and the permissible goods/ articles lying therein/thereat, if any, and to get the same insured at its own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.;

2.6 abide by and/or comply with and/or ensure compliance of all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal including but not limited to the norms, practices and the legal requirements/guidelines of the State Level Expert Appraisal Committee (SEAC)/State Level Environment Impact Assessment Authority (SEIAA)/the Pollution Control Board in relation to the operation and maintenance of the facilities forming part of the Common Areas And Facilities;

2.7 pay regularly and punctually every month and month by month the Common Expenses at such rates as may be decided, determined and apportioned by the Promoter, as per the bills raised by the Promoter and/or the Facility Management Company and/or the concerned authorities, as the case may be, payable with effect from the Outgoings Payment Commencement Date;

2.8 pay regularly and punctually the entirety of the Outgoings in or relating to the Said Flat as per the bills raised by the Promoter and/or the Facility Management Company and/or the concerned authorities, as the case may be;

2.9 pay/make such further Deposits and/or other deposits as be required by the Promoter / Association, as the case may be, from time to time and further shall make good and pay to the Promoter / Association, all such amounts which may have been deducted/adjusted/paid towards any amount due and payable by the Allottee , and further shall also replenish any shortfalls caused on account of the Allottee , and furthermore deposit with the Promoter / Association such further amounts as may be determined by the Promoter / Association, as the case may be;

2.10 use the Said Flat, the Car Parking Space and the Common Areas and Facilities carefully, peacefully and quietly and only for the purpose for which each of it is meant and as stipulated by the Promoter.

2.11 use the Common Areas And Facilities in common with the Promoter and the other permitted users and occupiers of the Building(s) and/or the Said Project as may be determined by the Promoter at its sole and absolute discretion, and only for the limited purpose for which the same are designated/identified by the Promoter,

without claiming any manner of absolute and/or exclusive right or title or interest or possession therein/ thereon/thereto/thereof, and shall not damage, destroy, disfigure any of the utilities and/or facilities and/or infrastructure or use or employ such areas and/or the facilities and/or utilities etc. in any manner not intended to be used or employed, and further shall not do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the Promoter and/or of the other users/occupiers, it being clarified that the Allottee and/or the contractors, men, servants, agents etc. of the Allottee shall not be entitled to access any of the areas of the Building(s) and/or the Said Project including but not limited to the roof/ ultimate roof, the lift machine room, the electrical transformer room, if any, the electrical meter room, if any, the generator set and/or any of the Common Areas And Facilities and/or such other areas/facilities as may be identified from time to time by the Promoter;

2.12 comply with and adhere to all the laws, rules and guidelines pertaining to fire safety, and the Allottee shall remain solely liable and responsible for any violation thereof, and the Allottee shall keep each of the Indemnified Parties and each of the users and occupiers of the several units/ areas/ spaces/Flats at the Building(s) and/or the Said Project fully safe, harmless and indemnified in respect thereof;

2.13 sign such forms, give such authorities and render such co-operation as may be required by the Promoter /Facility Management Company/ Association, as the case may be;

2.14 allow the Promoter /Facility Management Company/ Association, as the case may be, and/or their respective representatives, with or without workmen, upon prior reasonable notice (save and except in cases of emergencies) to enter into the Said Flat and/or the Car Parking Space *inter alia*, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe lines, the gas lines, sewage lines, storm water limes/storm water pits, plumbing systems etc. and/or any and/or all other elements, without raising any objection;

2.15 ensure that the entirety of the Project is maintained in a decent manner;

2.16 pay, and undertake(s) to pay, such damages on demand as ascertained by the Promoter / Association, as the case may be, for the breach of any of the covenants contained in this Agreement within the due date therefor as mentioned in the demand;

2.17 pay and undertake(s) to pay Interest in the event the Allottee fail(s) or neglect(s) to pay the damages for the breach of any covenant from the due date of demand till the date of payment, and hereby further undertake(s) that in the event the said damages and the Interest thereon is not paid within 60 (sixty) days from the date of demand, then till such time the entirety of the said damages together with the Interest thereon is paid the Allottee shall not use any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity, lift etc., and hereby authorise(s) the Promoter /Facility Management Company/ Association, as the case may be, to discontinue/ withdraw any or all the facilities and utilities etc.;

2.18 use only such routes of entry into and/or exit from the Said Project and/or the Building(s) as specified by the Promoter;

2.19 submit to the Promoter full particulars with photographs of any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Allottee (with a copy to the local police station), to enable issuance of identity cards to each of such

individuals, who shall be bound and obliged to carry the same at all times, failure whereof shall result in not being permitted to access the Said Flat and/or any part or portion of the Building(s) and/or the Said Project;

2.20 while sending any goods or materials out of the Said Project with the help any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Allottee, provide appropriate authorisation to such carriers of such goods;

2.21 immunize the pets of the Allottee, and at all times to keep the pets on a leash save when inside the Said Flat, with the Allottee being responsible to arrange for the cleaning up if its pets relieve themselves anywhere within the Said Project, and further for making good any loss, damage etc. which may be caused by and/or have arisen due to the pets of the Allottee;

2.22 use only such power/generator back-up as allocated by the Promoter to the Said Flat, and shall not demand/claim any further/additional power/ generator back-up on any ground whatsoever or howsoever;

2.23 ensure that all the employees, personnel, visitors, agents, contractors, etc. of the Allottee strictly abide by the rules framed/amended from time to time by the Promoter and/or the Facility Management Company including the Rules as also the instructions issued from time to time for enforcing security, maintenance etc., and further shall ensure that none of them in any manner deface, vandalise or bring to disrepute the Project;

2.24 within 45 (forty five) days from the date of execution and registration of the Deed of Sale, subject to and without prejudice to the terms thereof, at its own cost, expense and liability, apply for and obtain separation and mutation of the Said Flat in the records of the Bhagalpur Municipal Corporation in the name of the Allottee as the Allottee thereof, and the Allottee shall be liable and responsible for all the costs and consequences for the non-observance of this clause, and the Allottee shall, on and from the Outgoings Payment Commencement Date be liable to pay the municipal rates and taxes in respect thereof as determined by the Promoter, and, further, in the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out or executed at the Said Flat by/at the instructions of the Allottee, the Allottee, such enhancement shall be paid and borne exclusively by the Allottee in addition to and over and above the aforesaid rates and taxes, it being clarified that understood that such assessment and mutation shall not absolve the Allottee of its continuing obligation to make payment of the proportionate share of the municipal rates and taxes in respect of the Said Project, as determined by the Promoter and/or the Facility Management Company and/or Association, as the case may be;

2.25 comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities that may be required to be complied with by the Promoter and/or the Allottee in respect of the Said Flat And Properties Appurtenant Thereto or any part thereof, all at its own costs and liability;

2.26 exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise, and to keep each of the Indemnified Parties and each of the users and occupiers of the several units/areas/spaces/ Flats at the Building(s) and/or the Said Project safe, harmless and indemnified in respect thereof;

2.26 keep the lobby clean at all times;

2.27 make the electrical fittings only from the underground cable trench or the existing electrical ducts in such manner that electric wires are not exposed;

2.28 obtain car parking stickers from the Promoter and/or the Association and/or the Facility Management Company, failing which the vehicles shall not be permitted to enter the Said Project;

2.29 pay to the Promoter or to the Association or the Facility Management Company, as the case may be, car parking charges for visitors' cars as determined by the Promoter or the Association or the Facility Management Company, as the case may be;

2.30 co-operate with the other End Users and the Promoter and Association and/or the Facility Management Company, as the case may be, in the management and maintenance of the Said Project and the Project;

2.31 observe, perform and comply with the conditions mentioned in other parts of this Schedule.

PART - III - Miscellaneous Rules/Covenants

The Allottee confirm(s) and undertake(s) as follows:

3.1 after the date of taking hand over of the Said Flat in term of and/or subject to the provisions of this Agreement, the Allottee shall have no right or claim against the Promoter save and except as per applicable laws;

3.2 the right of the Allottee will remain restricted to the Said Flat and the Car Parking Space, and all the unsold Flats and the car parking space(s) will remain vested in the Promoter who shall be free to deal with and/or dispose them off in any manner in its absolute discretion;

3.3 to allow the Promoter to install Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such signs.

3.4 the Promoter will be solely and absolutely entitled to all credits, carbon credits or otherwise, that may be granted or can be availed of for the manner of executing the Project or otherwise, and the Allottee shall not make any claim thereto it in any manner whatsoever;

3.5 in all matters relating to construction of the Building(s) and/or the Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect shall be final and binding, and the Allottee shall not dispute the same or raise any objection thereto on any ground whatsoever or howsoever;

3.6 in no circumstances whatsoever the Allottee shall do any act, deed, matter or thing whereby the construction of any of the Building(s) or development of Project in general is in any manner whatsoever, hindered, obstructed or impaired with;

3.7 the right of user of the Allottee of the Common Areas And Facilities along with the Car Parking Space being an indivisible part and parcel of the Said Flat, shall not be transferable except along with the Said Flat (subject to and in accordance with the terms of this Agreement), and each of them shall be deemed to be transferred with the Said Flat even though the same be not expressly mentioned in any future instrument of transfer;

3.8 the Promoter shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Building(s) and/or the Said Project including but not limited to the external façade of each of the above;

Schedule G - [Common Expenses]

1. Repairing, rebuilding, repainting, improving as necessary and keeping the Said Project, the Building(s) and the Common Areas And Facilities and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.
2. As often as may be necessary in the opinion of the Promoter or the Facility Management Company, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the Said Project, the Building(s) and the Common Areas And Facilities and the external surfaces of all exterior doors etc. of the Building(s) and the Common Areas And Facilities, and decorating and coloring all such parts of the Building(s) and the Common Areas And Facilities, as usually are or ought to be.
3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the Said Project in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the Said Project, the Building(s) and the Common Areas And Facilities.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas and Facilities.
8. Insuring any risks.
9. Cleaning as necessary, the external walls and windows (not forming part of any Apartment) in/at the Said Project and/or the building(s) as may be necessary as also the Common Areas And Facilities, the passages, landings, staircases and all other common parts of the Building(s) and the Said Project as identified by the Promoter or the Facility Management Company, as the case may be.
10. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the Said Project, the Building(s) and the Common Areas and Facilities, and providing additional lighting apparatus thereat.
11. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Common Areas and Facilities and also those identified by the Promoter, if any.
12. Providing and arranging for removal of rubbish.
13. Paying all the rates, taxes, commercial surcharge, levies, duties, charges assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise including lease rent or ground rent in respect of the Landin respect of the Said Project and/or Building(s) and/or the Common Areas And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of an End User/the occupant of any Apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the Said Project and/or the building(s) and/or any part thereof so far as the same is not the liability of and/or attributable to an End User/occupant of an Apartment.
15. Generally managing and administering and protecting the Said Project, the Building(s) and the Common Areas and Facilities, and for such purpose employing

any contractor and enforcing the observance of the covenants on the part of the End Users/occupants of any of the Apartments.

16. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the Said Project and/or the Building(s) and/or Common Areas And Facilities excepting those which are the responsibility of an End User/occupier of any Apartment.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff and complying with all relevant statutes and regulations and orders thereunder and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.
20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company, as the case may be, it is reasonable to provide.
21. Charges/fees of the Facility Management Company if any.
22. Service charges of the Promoter till the maintenance is taken over by the Association.
23. Litigation expenses that may have to be incurred for any Common Purpose and/or for in/the larger/ greater interest of the Said Project and/or the Building(s).
24. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.
25. Costs and expenses for the operation, management, maintenance, upkeep and administration of the mechanical vehicle parking spaces situate at any part or portion of the Said Project notwithstanding the fact that the Allottee has not been granted the right to use any of such mechanical vehicle parking spaces.
26. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule