DRAFT

All the terms & conditions, rights, and obligations of the parties as contained hereunder shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said application form/allotment letter / apartment buyer agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

APARTMENT BUYER AGREEMENT

This Apartment Buyer Agreement ("Agreement') is made and executed at Jamui, Bihar on this _____day of_____, 2021.

By and Between

BHASKAR BUILDERS AND DEVELOPERS (Builder reg. No. BR/UDHD/BLDR/23-0446)), a partnership firm, having its registered office at Jamui, 811313 in the state of Bihar, represented by its Designated Partner/Authorized Signatory Mr. Bhaskar Singh _____dated _____hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or the partner for the time being of the said partnership, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

AND

[If the Allottee(s) is a company]

_____ (CIN no._____), a company incorporated under the Companies Act [1956 or 2013, as the case may be], having its registered office at _____, represented by its authorized signatory Mr. _____authorized vide board resolution dated _____ hereinafter referred to as the "Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee(s) is a partnership]

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

[OR]

[If the Allottee(s) is an individual]

Mr./Ms. _____, (Aadhar no. _____) son / daughter of Mr. _____, aged about _____, residing at _____ _____(PAN- _____) hereinafter referred to as the "Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns). [OR] [If the Allottee(s) is a HUF] Mr. _____, (Aadhar no. _____) son of _____,. aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____ (PAN- _____),hereinafter referred to as the "Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

DEFINITIONS:

For this Agreement for Sale, unless the context otherwise requires, -

1. "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
2. "Appropriate Government" means the State Government;
3. "Rules" means the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
4. "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act2016; (e) "Section" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful owner in possession of a plot measuring _____Sq. Metres in Kheshra Survey Part Plot No.- _____, Khata No.- __, Tauzi No____, Thana No.- _____, Municipal Holding No.- _____, situated at _____, Ward No- _____, Dist.- Jamui(Bihar) according to sale deed duly registered in the Office of Sub-Registrar, Jamui, Date- _____ as document no. _____in Book No. _____, Vol- _____ at pages from _____, (hereinafter referred to as the 'said Land').

B. The Promoter as being the absolute owner and in possession of the said Land admeasuring _____ sq. meters constructing a group housing residential complex (G+SEVEN) in the name & style of "Shiwangi Enclave" (hereinafter referred to as the "said Complex"), comprising of 2/3 BHK residential units in one (1) tower with one block, building and other saleable spaces on the said Land, as per plan/schemes/layout approved from the Office of the Municipal Corporation of Jamui, which may be subjected to any changes, modification, alterations on architect advice or as per any statutory NOC /approvals/sanctions required from the concerned authorities and any

changes/directions/conditions so necessitated or imposed by the statutory authority, at any stage, shall be binding on both the Allottee(s) and the Promoter is also owner of other parcels of land acquired in and around the said Land purchased through aforesaid sale deed no. _____dated _____and other deeds but the same do not form part and parcel of the construction of the said Complex and the ownership and enjoyment thereof is reserved by the Promoter for itself for some other future uses or development.

C. The Municipal Corporation of Jamui has granted the Approval to develop the said Complex vide Approval no. _____ dated _____ issued under the Bihar Municipality Act, 2012. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

D. The Promoter has also got some of the approvals from the concerned local authority(s) for the plans, specifications, elevations, and sections of the said Complex and shall obtain the balance approvals from various authorities from time to time, including but not limited to completion or occupancy certificate thereof. While sanctioning the plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said Land and the building/s to be constructed thereon and upon due observance and performance of which only the completion or occupancy certificate in respect of the building/s to be constructed thereon shall be granted by the concerned local authority.

E. The Promoter has appointed M/s. BRIXWELL ARCHITECTS, Architects registered with the Council of Architects as Architects and Ar. Sagar Kumar bearing License Registration No. CA/2019/109965, Bihar Urban Development and Housing Department, Patna as Structural Engineer, for the preparation of drawings and structural designs of the said Complex, and the Promoter has accepted the professional supervision of the aforementioned Architects and Structural Engineers till the completion of the Project. The Promoter shall avail the services of the said Architects and Structural Engineers, or such other qualified Architects and Structural Engineers as the Promoter may deem fit till completion of the development of the Project.

F. On-demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the said Land including all documents mentioned in the recitals herein, and the plans, designs, and specifications prepared by the Promoter's Architects and of such other documents as are specified under RERA and RERA Rules.

G. The Allottee(s) hereby declares/declare and confirms that he has entered into this Agreement, after having investigated and after being fully satisfied and after taking independent legal advice and reading and having understood the contents of all clauses of this Agreement, other documents, writings and papers, and all disclosures made by the Promoter to the Allottee(s) and with full knowledge and information thereof, and subject to the terms, conditions and stipulations imposed, or which may hereafter be imposed by the Municipal Corporation of Jamui and all other concerned Government bodies and authorities, and also subject to the Promoter’s right to make the necessary amendments, variations, modifications and/or changes therein, and their right to use, utilise, consume and exploit the entire, balance and additional FSI and/or TDR, if any,

available and which may be made available in future with respect to the said Land, as also any other and/or further FSI/TDR which may be and which could be developed by the Promoter on the said Land without affecting the layout of the said Complex/Land.

H. The Promoter has registered the project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna on_____ under registration no. _____. This Registration is valid for a period of _____years commencing from _____and ending with _____ unless renewed by the Authority. The details of the Promoter and the said Project are also available on the website (www.rera.bihar.gov.in) of the Authority.

I. The Allottee(s) had applied for an apartment in the Project vide Application no._____ dated_____and has been allotted Apartment no. _____Type _____BHK on _____ Floor in Block no. _____, the Carpet Area of the Apartment is _____Sq. feet = _____Sq. Meters and the Exclusive Area of the Apartment (if any) is _____Sq. feet = _____Sq. Meters aggregating to Total Area of _____Sq. feet, = _____Sq. meters, the Total Built-up Area of the aforesaid Apartment is _____ Sq. feet = _____ Sq. Meters along with garage/covered parking no. _____admeasuring _____Sq. feet in the _____, as permissible under the applicable law and of the 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 "said Apartment" more particularly described in Schedule 'A' and the floor plan of the apartment is annexed hereto and marked as Schedule 'B');

J. The Carpet Area of the said Apartment is _____Sq. feet = _____Sq. Meters and the Exclusive Area of the said Apartment (if any) is _____Sq. feet = _____Sq. Meters aggregating to Total Area of _____Sq. feet, = _____Sq. metres("Total Area"). For this Agreement (i) "Carpet Area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for the exclusive use of the Allottee(s) or "verandah" area and exclusive open terrace area appurtenant to the said Apartment for the exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Apartment and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Apartment for the exclusive use of the Allottee(s) or "verandah" area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee(s) and other areas appurtenant to the said Apartment for exclusive use of the Allottee(s).

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

L. 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.

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

N. 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;

O. 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(s) hereby agrees to purchase the said Apartment and the garage/covered parking (if applicable) as specified in para- 'I'.

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:

The Recitals contained above, and the Schedules hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.

1. TERMS

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment, as specified in para-'I'.

1.2. The Total Price for the said Apartment based on the total area is Rs._ /- (Rupees _____only). The particulars of the Total Price (breakup and description) are as in the mentioned table:

s.no.	Particulars	Amounts (In Rupees)
1.	Apartment no._____ Block /Building/Tower no. _____ Type_____ Floor	
2.	Cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, external wall areas.	
3.	Cost of common areas.	
4.	Floor preferential location charges (PLC).	
5.	Garage/ covered car parking - 1	
6.	Maintenance charges in advance for three years.	
7.	Tax (GST) (@_____% as on date of execution)	
	Total price (in Rupees)	

The Allottee(s) agrees and confirms that 10% of the Total Price shall be the earnest money ("Earnest Money"). Along with the Total Price, the Allottee(s) also agrees and undertakes to pay to the Promoter, all other allied/additional charges plus applicable taxes, and other payments and outgoings as specified hereinafter in this Agreement.

1.3. The Allottee(s) agrees to pay a sum of **Rs. 1,00,000/- (Rupees one lakh only)** towards Floor Preferential Location Charges (PLC). The Floor Preferential Location Charges shall be payable with respect to an apartment located on the Ground Floor, First Floor, Second Floor, and Third Floor of the tower buildings of the said Complex. However, the Allottee(s) has specifically agreed that if due to any change in the layout, building plan, or otherwise, the said Apartment ceases to be in a preferential location, the Promoter shall be liable to refund only

the amount of floor Preferential Location Charges paid by the Allottee(s) and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout/building plan, the said Apartment becomes preferentially located, then the Allottee(s) shall be liable and agree to pay on-demand floor Preferential Location Charges in the manner as provided above.

1.4. The Allottee(s) agrees to pay a sum of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) on account of one Covered Car Parking reserved for the Allottee(s). One Covered Car Parking Space is mandatory for each apartment. The Promoter may offer, subject to the availability of car parking spaces within the said Complex, additional covered car parking spaces to the Allottee(s) at such costs & prices as may be decided by the Promoter at its sole discretion. The mandatory covered car parking space will be considered as part of the said Apartment allotted/reserved to the Allottee(s) and it shall not be transferred /sold/ leased to anyone as a separate entity. If the said Apartment is transferred /sold/ leased, the car parking space will also be transferred/sold/ leased to the same party. The said car parking space allotted/ reserved is meant exclusively for car parking and the Allottee(s) undertakes not to use the same for any other purpose. The Allottee(s) further undertakes not to raise any unauthorized construction, temporary or permanent in the said car parking space. The Allottee(s) shall be solely and exclusively liable for any misuse of the parking space. The Allottee(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the said Apartment/ said Complex.

1.5. The Allottee(s) agrees to pay the Total Price of the said Apartment and other allied charges plus all taxes, cess, fees, and levies of all and any kind by whatever name called, whether levied now or leviable in future by any government, municipal authorities on the said Complex/said Apartment and/or the said Land, assessable or applicable from the date of application, under the terms of this agreement in installments or on demand and in a manner and at such intervals as has been agreed to between the Allottee(s) and the Promoter vide this agreement and as per payment plan detailed in Schedule – 'C' of this Agreement, forming part of this Agreement.

1.6. The Total Price of the said Apartment does not include External Development Charges (EDC), Infrastructural Development Charges(IDC) and any fees, cess, charges, or outgoings in the nature of development charges, any additional expenses that may be borne by the Promoter for providing external services and/or any fresh incidence of tax, betterment charges, infrastructure maintenance or augmentation by whatever name called including any enhancement thereof, which has not been presently levied or demanded by the statutory authorities from the Promoter but may be required to pay any time in future for the said Complex, the Allottee(s) agrees to pay pro-rata share of the same on demand and in the manner as may be required by the Promoter.

1.7. The Total Price as stated above includes External Electrification Charges (EEC), and Fire Fighting Charges (FFC) but does not include Utility Connection Charges (UCC) which shall be paid over and above the total price of the said Apartment on demand and in the manner required by the Promoter. The Promoter has provided Fire Safety Measures for the said Complex as per existing laws, rules & regulations applicable to the said Complex. However, if there be any additional fire safety measures necessitated for the said Complex on account of any changes in laws, rules & regulations, orders, or directives by the government /concerned authorities, the Allottee(s) shall bear and pay a proportionate share thereof on demand and in

the manner as may be required by the Promoter. The Fire Fighting Equipements/ Fire Prevention Measures which are required within the said Apartment on account of any interior decoration/partition/additional heat load, shall be installed by the Allottee(s) at his own cost after obtaining necessary permission from the concerned authority.

1.8. The Total Price of the said Apartment includes a sum of Rs. a sum of Rs. _____/- (Rupees _____only) plus applicable taxes payable at the time and in the manner as required by the Promoter on account of advance maintenance charges for maintaining the said Complex for --------years.

Explanations:

(i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the said Apartment;

(ii) The Total Price and the additional charges as specified under this Agreement shall be payable along with taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess, or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called-up to the date of handing over the possession of the apartment to the Allottee and the project to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification:

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

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

(iv) The Total Price of the said Apartment includes recovery of the price of land, construction of not only the said Apartment but also the Common Areas, taxes, cost of providing electric wiring, lift, water line, and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para-11, etc. and includes the cost for providing all other facilities, amenities, and specifications to be provided within the Apartment and the Project but does not include External Development Charges (EDC), Infrastructural Development Charges (IDC) etc. as mentioned in Clause 1.6 above.

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

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

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

1.12. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans, and specifications and the nature of fixtures, fittings, and amenities described herein at **Schedule 'D',** and **Schedule 'E'** (which shall conform with the advertisement prospectus, etc., based on which sale is effected) in respect of the said Apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.13. The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee(s) within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area of the said Apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) 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 foot as agreed in para 1.2 of this Agreement.

1.14. Subject to para 9.3the Promoter agrees and acknowledges, the Allottee(s)shall have the right to the said Apartment as mentioned below:

I) The Allottee(s) shall have exclusive ownership of the Apartment;
II) The Allottee(s) shall also have an undivided proportionate share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the

Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

III) The computation of the price of the said Apartment includes recovery of the price of land, construction of not only the Apartment but also the Common Areas, taxes, cost of providing electric wiring to the said Apartment, lift, water line, and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection, and firefighting equipment in the common areas, maintenance charges as per para 11, etc. and includes the cost for providing all other facilities, amenities, and specifications to be provided within the said Apartment and the Project but does not include External Development Charges (EDC), Infrastructural Development Charges (IDC), etc. as mentioned in Clause 1.6 above.

IV) The Allottee(s) has the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case maybe.

1.15. It is made clear by the Promoter and the Allottee(s) agrees that the said Apartment along with one 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 integration of infrastructure for the benefit of the Allottees. It is clarified that the project's facilities and amenities shall be available only for the use and enjoyment of the allottees of the Project.

1.16. The Promoter agrees to pay all outgoings before transferring the physical possession of the said Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges,-including mortgage loan and interest on mortgages or other encumbrances and such other liabilities, payable to competent authorities, banks and financial institutions, which are related to the project. If the Promoter fails to, pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s), 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 therefor by such authority or person.

1.17. The Allottee(s) has paid a sum of Rs. _____/-(Rupees _____only) as booking amount being part payment towards the Total Price of the said Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the said Apartment as prescribed in the Payment Plan [Schedule 'C'] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s)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 'BHASKAR BUILDERS AND DEVELOPERS' Payable at Jamui (Bihar) only. However, the Promoter may accept payment on account of the said Apartment through outstation cheques, subject to additional service charges for collection. All payments tendered by the Allottee(s) through cheque/draft shall be subject to realization.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

3.2. The Promoter accepts no responsibility regarding matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee(s) 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(s) and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s)only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of the essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the said Apartment to the Allottee(s) and the common areas to the Association of Allottees after receiving the Occupancy Completion Certificate or the completion certificate or both. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other

obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities, and facilities of the said Apartment and accepted the floor plan, payment plan, and the specifications, amenities, and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans, 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 Bihar Urban Planning and Development Act 2012, the Bihar Municipal Act (Amendment) 2020, the Bihar Building Bye-Laws 2014, Bihar Apartment Ownership Act 2006, etc. if any applicable to the said Complex and shall not have the option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee(s) and the common areas to the Association of Allottees or the Competent Authority is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment along with ready and complete common areas with all specifications, amenities, and facilities of the project in place or by the month of _____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(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms before 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(s) the entire amount received by the Promoter from the allotment within 120days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days before such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The Promoter, upon obtaining the approval from the competent authority shall offer in writing the possession of the said Apartment, to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of approval from the authorities concerned. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure to fulfill any of the provisions,

formalities, or documentation on the part of the Promoter. The Allottee(s), after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees, after the issuance of the completion/occupancy certificate for the Project. The Promoter shall hand over the completion/occupancy certificate of the apartment to the Allottee(s) at the time of conveyance of the same.

7.3. Failure of Allottee(s) to take possession of said Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para7.2, such Allottee(s) shall continue to be liable to pay to the Promoter holding charges at the rate of Rs 2/- per month per sq. feet of the Apartment area for the period beyond 3 months till the actual date of possession in addition to the maintenance charges as specified inpara7.2.

7.4. Possession by the Allottee(s) - After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws.

7.5. Cancellation by Allottee(s) - The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the earnest money/booking amount paid for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) to the Allottee(s) within 45 days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment or at the end of one year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier. The Promoter shall inform the previous Allottee(s) of the date of re-allotment of the said Apartment and display this information on the official website of Bihar RERA on the date of re-allotment.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

I. The Promoter has absolute, clear, and marketable title concerning the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical possession of the said Land for the project;
II. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
III. There are no encumbrances upon the said Land or the Project;
IV. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment;

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

VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform many acts or things, whereby the right, title, and interest of the Allottee(s) created herein, may prejudicially be affected;

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

VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;

IX. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee(s) and the common areas to the Association of Allottees or the competent authority, as the case may be;

X. The Schedule Property is not the subject matter of any HUF, and no part thereof is owned by any minor and/or no minor has any right, title, or claim over the Schedule Property;

XI. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes, and other monies, levies, impositions, premiums, damages and/or penalties, and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the completion certificate has been issued and possession of said Apartment 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(s) and the Association of allottees or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(I) Promoter fails to provide ready to move in possession of the said Apartment to the Allottee(s) within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For this para, ‘ready to move in possession' shall mean that the said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities, and facilities, as agreed to between the parties, and for which occupation certificate of and completion certificate, as the case may be, has been issued by the Competent Authority;

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

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

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

(II) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules, within forty five days of receiving the termination notice:

Provided that where an Allottee(s) 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 Apartment, which shall be paid by the Promoter to the Allottee(s) within forty-five days of it becoming due.

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

(I) In case the Allottee(s) fails to make payments for 2 (two)consecutive dthe emands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in t hat regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules.;

(II) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 3(Three)consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the earnest money/booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of the Total Price of the said Apartment as per para 1.2 under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the said Apartment 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(s). Provided that in the absence of local law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of the occupancy certificate and the completion certificate. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold

registration of the conveyance deed in his/her favour till full and final settlement of all dues, stamp duty, and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for the compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible for providing and maintaining essential services in the Project on a chargeable basis till the taking over of the maintenance of the project by the Association of Allottees or for 5 years from the date of issuance of the completion certificate of the project, whichever is earlier. The cost of such maintenance has not been included in the Total Price of the said Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality, or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within 5 (five) years by the Allottee(s) from the date of handing over possession or the date of the obligation of the promoter to give possession to the allottee(s), whichever is earlier, 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 Allottee(s)shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access to all Common Areas, garage/covered parking, and parking spaces for providing necessary/ maintenance services and the Allottee(s) agrees to permit the Association of Allottees and/or maintenance agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the “SHIWANGI ENCLAVE” 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(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

I) Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible for maintaining the said Apartment at his/her own cost, in good repair and condition, and shall not do or suffer to be done anything in or to the Building, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas,

atrium or the compound which may for maintaining be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipe, and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized.

II) The Allottee(s) further undertakes, assures, and guarantees that he/she would not put any signboard/nameplate, neon light, publicity material advertisement material, etc. on the face/facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or paint the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee(s) shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the building. The Allottee(s)shall also not remove any wall, including the outer and load-bearing wall of the said Apartment.

III) The Allottee(s) 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 the Association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

19. BIHAR APARTMENT OWNERSHIP ACT):

The Promoter has assured the Allottee(s) that the project in its entirety is under the provisions of the Bihar Apartment Ownership Act, 2006. The Promoter shows compliance with various laws/regulations as applicable in the State of Bihar.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Jamui, 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(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty)days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

I) 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(s) in not making payments as per the Payment Plan [Schedule 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

II) 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 SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee(s) shall make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Apartment in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in _____after the Agreement is duly executed by the Allottee(s)and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Jamui. Hence this Agreement shall be deemed to have been executed at Jamui.

29. NOTICES:

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

If to the Allottee(s)

_____(Name of Allottee(s)

_____(Allottee(s) Address)

E-mail- '_____'

If to the Promoter

BHASKAR BUILDERS AND DEVELOPERS

Regd. office at _____Jamui, Bihar-811313

E-mail- '_____'

It shall be the duty of the Allottee(s) 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(s), 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(s) whose name appears first and at the address given by him/her which shall for all intents and purposes consider as properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the said Apartment, before the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the right and interests of the Allottee(s) under the Agreement or the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to 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 authority or adjudicating officer appointed under the Act as the case may be.

34. OTHER TERMS AND CONDITIONS:

I) The Allottee(s) opting for the down payment plan, shall not be entitled to any down payment discount if there is any default in making further payments/installments to the Promoter. However, the Promoter may at its sole discretion retain his booking under the Construction Linked Payment Plan but without any down payment discount, and the Allottee thereupon, shall be liable to pay all costs and charges with regard to the said Apartment to the Promoter as per Construction Linked Payment Plan.

II) The Promoter shall provide Power back-up to respective apartments and for the common areas at the cost and expenses of the Allottee(s) of the said Complex. The exact amount to be charged from the Allottee(s) with regard to power back-up in the said Apartment and for the common area for the said Complex shall be intimated to the Allottee(s) in due course before handing over possession of the said Apartment.

III) The Allottee(s) represents that he has independently verified, read and understood all the terms and conditions of the Agreement including but limited to understanding that all rights, ownership, and interest in all unallotted/unsold saleable areas/Apartments in the said Complex/Project and all the vacant areas of the said Complex/Project earmarked for development and construction as per sanctioned Plans or any future revisions or amendments thereof shall continue to vest in the Promoter who shall always be the owner in possession of the same and the Promoter shall have the sole right and absolute authority to construct, develop and deal with such areas and spaces, by way of sale, and/or transfer which the Promoter may deem fit in the Promoter's sole discretion.

IV) The Allotee(s) represents that he has independently verified, read, and understood that the Promoter is vested with the sole right to develop and sell apartments/saleable

areas/units constructed on the said Land and including the right to seek approval, re-sanction or revision or compounding to the building plans in relation to the Project titled "SHIWANGI ENCLAVE" from the Municipal Corporation of Jamui or any competent authority in accordance to the rights vested upon the Promoter under any law.

V) That the Common Area of the Project, as defined under the Act, is subject to modifications in the future, at the sole discretion of the Promoter and the competent authorities, to which the Allottee (s) grants consent and irrevocably agrees not to raise any objections nor create any hindrance in the development and sale of units of the Project including waiving, without limitation, any objections to the interpretation to the common area or its scope or amount of coverage.

VI) INDEMNIFICATION:

Allottee(s) agrees to indemnify, defend, and hold Promoter, Promoter's affiliates, and their officers, directors, agents, and representatives, and Promoter's predecessors in interest, and their affiliates and representatives, harmless from and against any and all claims, demands, losses, damages, punitive damages, costs, expenses, causes of action or judgments of any kind or character including, without limitation, any interest, penalty, reasonable attorneys' fees and other costs and expenses incurred in connection therewith or the defense thereof (collectively the "Claims"), with respect to all liabilities and obligations or alleged or threatened liabilities and obligations caused by, related to, attributable to, or arising out of or resulting from hindrance caused by the Allotee(s) or any person(s) claiming through him to the development and sale of apartments of the Project over the said Land.

35. The Allottee(s) upon completion of the said Complex agrees to enter into a maintenance agreement with the Maintenance Agency as may be appointed/ nominated by the Promoter/Association of Allottees/RWA for the maintenance and upkeep of the said complex and the Allottee(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of handing over possession of the Apartment or expiry of 30 days from the date of issuance of notice of possession, whichever is earlier, on pro-rate basis irrespective of whether the Allottee(s) is in occupation of the apartment or not.

36. The Promoter shall not be responsible towards any third party making payments, or remittances on behalf of any Allottee(s), and such third party shall not have any right under this Agreement in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only.

37. It is made clear and understood by the Allottee(s) that construction in the said Complex may be undertaken in phases and the Allottee(s) shall not have any objection to the same. The Allottee is fully aware that during the course of construction, there will be some unavoidable inconveniences to the residents who have already moved to the completed flat / building of the said Complex. Further, where, if any changes in applicable law permit further construction on any portion of the said Land or any part of the said Complex, the Company shall be entitled to undertake the said construction and the Allottee shall not have any objection and shall consent to such further construction.

38. That Promoter may permit the transfer of said Apartment and record changes in its entries in compliance with applicable laws and on lodgement of documents as may be prescribed by the Promoter, which will be executed by the Allottee(s) and the prospective buyers at their

costs & expenses. However, the Promoter shall be entitled to charge administrative fees for recording such changes in its entries.

39. That the Allottee(s) may, however, make/install Furnitures, fixtures, etc within the said Apartment purchased without causing damage or harm to the common area and common infrastructure including but not limited to the road(s), drains, sewage, water pipelines, electrical lines, common area lights, common green areas. In the event of the Allottee(s) breaching obligations under this clause, the Allottee(s)shall be liable to compensate the Promoter or the Maintenance Agency/Society or resident welfare body as the case may be.

40. That the expenses regarding the stamps etc. of this Agreement have been borne by the Second Party. The Stamp duty of this Agreement has been paid through e-Stamp vide Certificate No. ----------having Serial No. ---------- dated -- -------- -------- for Rs. ----------/-and Rs. ----------/- has been paid through Indian Non-Judicial Stamps.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Apartment Buyer Agreement at _____ in the presence of attesting witness, signing such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s): (including joint buyers)

(1) Signature _____

Name_____

Address _____

Photograph and sign across the photograph

(2) Signature _____

Name_____

Address _____

Photograph and sign across the photograph

SIGNED AND DELTVERED BY THE WITHIN NAMED:

Promoter:

(1) Signatory (Authorised Signatory) _____
(2) Name _____

Photograph and sign across the photograph

In the presence of

WITNESSES:

1. Signature _____

Name_____

Address _____

2. Signature _____

Name_____

Address _____

SCHEDULE 'A'

DESCRIPTION OF THE SAID APARTMENT AND THE GARAGE/COVERED CAR PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Apartment no. _____Type _____BHK on _____Floor in Block no. _____,

Carpet Area of the Apartment is _____sq. feet = _____sq. metres

Exclusive Area of the Apartment (if any) is _____sq. feet = _____Sq. metres Total Area of _____Sq. feet, = _____Sq. metres,

Total Built-up Area of the aforesaid Apartment is _____ Sq. feet = _____ Sq. metres along with Garage/Covered Parking no. _____admeasuring _____Sq. feet in the _____

All constructed over the said Land measuring _____Sq. Meters in Khesra Survey Part Plot No.- _____, Khata No.- ____, Tauzi No-_____, Thana No.- _____, Municipal Holding No.- _____, situated at Mauza- _____, Mohalla- _____, Ward No- _____, Dist.- Jamui (Bihar), Also as shown and marked in the Site/Lay-out/ Floor Plan annexed hereto and bounded as under:

North: _____

South: _____

East: _____

West: _____

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SCHEDULE ‘B’

FLOOR PLAN OF THE APARTMENT

SCHEDULE'C'

I INSTALLMENT PAYMENT PLAN

S. No.	Payment Particulars	Percentage (%)	Duration of Payment	Amount (Rs.)
1	Booking Amount	10% of BSP	At the time of booking	
2	1st installment on agreement (within 30 days)	15% of BSP	Within 30 days of date of booking	
3	2nd installment	10% of BSP	Completion of foundation work	
4	3rd installment	10% of BSP	Completion of 1st floor casting	
5	4th installment	10% of BSP	Completion of 2nd floor casting	
6	5th installment	10% of BSP	Completion of 3rd floor casting	
7	6th installment	10% of BSP	Completion of 4th floor casting	
8	7th installment	10% of BSP	Completion of 5th floor casting	
9	8th installment	5% of BSP	Completion of 6th floor	
10	9th installment	5% of BSP	Completion of 7th floor	
11	10th installment	5% of BSP + other charges	On possession	
	Total			

II DOWN PAYMENT PLAN

S. No.	Payment Particulars	Percentage (%)	Duration of Payment	Amount (Rs.)
1	Booking Amount	10% of BSP	At the time of Booking	
2	1st installment (within 30 days)	85% of BSP	Within 30 days of date of booking	
3	2nd installment	5% of the BSP + other charges	On possession	
	Total			

Note: EDC/IDC, Power Backup Charges, Stamp Duty, Registration charges, and other Charges/Taxes shall be charged as applicable at the time of offer of possession. GST would be applicable as per the government norms.

SCHEDULE'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT)

Structure: Earthquake Resistance RCC Frame Structure as per Seismic Zone V

Flooring: Vitrified Tiles in Bedroom & Drawing / Dinning / all stairs & Corridors with Marble / Kota stone Flooring.

Tiles: Anti-Skid Tiles in Balcony & Bathroom.

Exterior: Weather Coat Finish

Kitchen: Slabs are well-finished Granite stone with stainless steel sink and drainboard. Glazed tile DADO on wall up to 2ft counter.

Staircase: Tread finish with polish Kota Stone/Hard Stone

Lift Lobby: Vitrified with Granite/ Vitrified with Hard Stone.

Bathroom: Equipped with Parryware/ Hindustan/ Cera or Equivalent washbasins and WCs. Chrome plated tap fitting of Marc or equivalent.

Doors: All door frames in Hard Wood with skin moulded Doors/flush doors &Aluminium/UPVC Coated Window.

Painting: Acrylic paint Application.

Electrical: Electrical (copper) wiring as per ISI code with modular switches. Circuits with MCBs of approved make for TV and Telephone.

Car Parking: RCC with Antiskid Finish.

Passage: Vitrified / Hard Stone

SCHEDULE'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The Schedules to this Agreement shall be as agreed to between the Parties]