

GRN NUMBER : 2105995857

AGREEMENT FOR SALE

This Deed of Agreement executed on this the Day of
..... 2021.

BY and BETWEEN

M/S AMAN CONSTRUCTION a partnership firm of **PAN No. - ABEFA5539K** and **GST No. 20ABEFA5539KIZL** having its office at Ground Floor, Akanksha Apartment, Birsa Bus Stand Kanta Toli, P.S. Lower Bazar, District- Ranchi through its First Partner **Sri Anil Kumar Sinha ADHAR No. - 513086481185** son of Late Bankey Bihari Prasad resident of Flat No. 302, Akanksha Apartment, Phase -II, Birsa Bus Stand, Kanta Toli, P.S.- Lower Bazar, District-Ranchi and Second Partner **Sri Naresh Thakur ADHAR No. - 255017818338** son of Late Ram Rup Thakur , at Flat No. 306 Akanksha Apartment, Phase - II, Birsa Bus Stand, Kanta Toli, P.S. -Lower Bazar, District-Ranchi both are Indian citizens (Here in after referred/called as the **BUILDER / DEVELOPOER** Of the **FIRST PART**. Both are duly constituted power of Attorney through & by:-

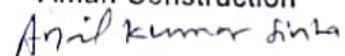
(1) Srimati Mallika Mukherjee, **ADHAR No. - 216982486390** W/o Late Subrata Kumar Mukherjee, (2) Sri Shovan Mukherjee, **ADHAR No. - 610577491758** S/o Late Subrata Kumar Mukherjee, (3) Sri Samrat Mukherjee **ADHAR No. - 220532610197** S/o Late Subrata Kumar Mukherjee (4) Sri Subikash Mukherjee **ADHAR No. - 319973977852** S/o Late S. K. Mukherje, (5) Sri Susanta Kumar Mukherjee **ADHAR No. - 270512498657** S/o Late S. K. Mukherje, and (6) Sri Subhendu Kumar Mukherjee **ADHAR No. - 992002935240** S/o Late S. K.

Mukherje are the collectively called all the **OWNERS**.

Aman Construction

Partner

AND

Aman Construction

Partner

Sri S/o / W/o
Aged about years by faith Occupation
resident of.....
P.S. Dist. State
Pin Code and Pan No.....
Addhar No.....

AND

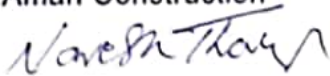
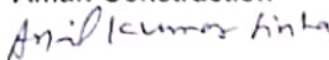
Sri S/o / W/o
Aged about years by faith Occupation resident
of
P.S. Dist. State Pin Code
..... and Pan No.....
Addhar No.....

Hereinafter referred called as the **PURCHASER** of the **SECOND PART**.

The expressions **OWNER**, **PURCHASER** and **DEVELOPER** mean and include their respective legal heirs, successors, assignees, successors in interest and legal representatives.

WHEREAS the Promotor/Developer/Builder has obtained the final layout plan approval for the project from Ranchi Municipal Corporation Ranchi on dated : 24/04/2018. The Builder agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section -14 of the Act and other laws as applicable.

WHEREAS the Promotor/Developer/Builder has registered the project under the provision of the Act with the Real Estate Regulatory Authority at **RANCHI** on 15/12/17 under registration No. / Serial No. 411.

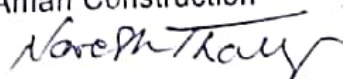
And WHEREAS the parties hereby confirm that they are signing this
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Partner Partner

Agreement with full knowledge of all the laws, rules, regulation, Notification, etc, applicable to the project.

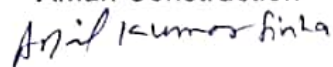
WHEREAS the Owners is the sole and absolute Owner in possession of the Schedule 'A' land with other land.

AND WHEREAS the land being R.S. Plot Nos. -734, under Sub Plot No. - 734/E, 734/C, 734/D and 734/B under situated in village- Hesal, Devi Mandap Ratu Road, under P.S.- Sukhdeo Nagar, Thana No.- 202, Dist.- Ranchi , Jharkhand is seized and possessed jointly by the owners named above.

It is mentioned that the said property purchase by Jagdish Narain S/o Sri Nandlal Sahu by a registered sale deed dated 04/10/1934 from Khatiyani Raiyat. Again Jagdish Narain S/o Sri Nandlal Sahu sold to Srimati Snehlata Devi W/o Babu Sanat Kumar Mukherjee through sale deed No. 3278 dated : 20/06/1941 entered in Book No.- 1, Vol. No. 26, Page - 408 of area 35 decimal. Again Snehlata Devi, W/o Babu Sanat Kumar Mukherjee purchased 15 Decimal land from Sri. Basudeo Narain S/o Munshi Raghunath Sahay through sale deed No. 3705 dated : 21/05/1948. Know Srimati Snehalata Devi W/o Babu Sanat Kumar Mukherjee sold to late Subrata Kumar Mukherjee S/o Late S. K. Mukherjee through sale deed No. 5823 / 5492 dated : 31/08/1962. After death of Subrata Kumar Mukherjee automatically transfer to his wife Srimati Mallika Mukherjee and his two sons namely Shovan Mukherjee and Samrat Mukherjee. Similarly Srimati Snehalata Devi transfer to Sri Subikash Mukherjee S/o Late S. K. Mukherjee through sale deed no. 5822/5491 dated : 31/08/1962. Srimati Snehalata Devi transfer to third Owner Sri Susanta Kumar Mukherjee S/o Late S. K. Mukherjee through sale deed no. 5825/5494 dated : 31/08/1962. and also Srimati Snehalata Devi transfer to Forth Owner Sri Subhendu Kumar Mukherjee S/o Late S. K. Mukherjee through sale deed no. 5826/5495

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dated : 31/08/1962.

AND WHEREAS on the basis of Sale Deed OWNERS has got the said land indivisually mutated in his name in the office of circle officer Town Anchal Ranchi Vide Mutation Case No.180/R-27/2016-2017 of dated 14/05/2016 and paying land revenue regularly to the State of Jharkhand by all land Owners indivisually and has been coming in actual peaceful physical possession over the same.

AND WHERAS the above named owners entered into four seprate development agreement on 14th May 2016 by first to third land Owners, 5th May 2016 by forth land Owner, 28th May 2016 by 5th land Owner and 28th May 2016 by 6th land Owner with the Developer AMAN CONSTRUCTION and has also given a General Power of attorney on same days through a Norty registered deed and also first to fourth land Owners give registered development agreement as well as Power of attorney by deed no. 5493/4807 on dated : 24/08/2017 and fifth and sixth Land Owner give registered development agreement as well as Power of attorney by deed no. 2778/2527 on dated : 02/04/2018 through which the Developer was authorized to develop the land morefully described in the Schedule 'A' hereunder out of the said land for constructing multi-storeyed building consisting of several residential flats and parking space at the cost of the Developer and the developer shall give/allot 45% in residential super built-up area out of the total Super built-up area with undi-vided/unparted proportionate share in Schedule 'A' land and with right to use, enjoy common facilities, amenities as OWNER'S ALLOCATION in lieu of the consideration of the Schedule 'A' land and remaining portion of the super built-up area shall be Developer's area/allocation as per the terms and condition and developer got the sanction building plan vide **B.C. Case. No. BP/W34/0256/16** dated 24/04/2018.

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Anil Kumar Ahla

Partner

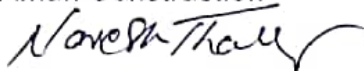
AND WHEREAS the Developer is constructing a multistoreyed residential apartment (G+4) consisting flats in the name and style **SNEHALATA ENCALVE** on the land more fully described in the Shceduled 'A' hereunder as per the building plan referred herein above and the construction work of the apartment is in progress.

AND WHEREAS the Purchaser has inspected the character and title of the land, sanctioned building plan and other relevant documents relating to Power of Attorney executed by First Party/Owner as well as partnership deed and Development Agreement and having satisfied himself/herself about the genuiness of the right, title, interest of the First Part/Owner over the land and after full satisfaction is desirous to purchase a residential flat No. in Floor side with one parking space (in the ground floor) being constructed on 'A' schedule of land and also the undivided /unparted proportionate share in 'A' schedule of land as mentioned in the schedule & proposes to purchase of the same on the terms and conditions mentioned herein below.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERE TO as follows:-**

1. That the purchaser prior to the execution of this agreements has examined all the necessary documents relating to 'A' sheduled land, power of attorney excuted by first party/owners, Development Agreement and has satisfied himself/herself about their right, title and interest of the first party/ Owners and Developer over the 'A' Schedule land and also satisfied himself/herself about the right of the Owner/Develper to sell the same to him/ her.

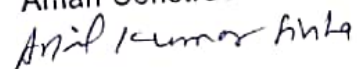
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2. That the Purchaser has also examined the said building plan and the purchaser has further satisfied himself/herself about the right of the owner/developer for selling the same to him/her.
3. That the purchaser has satisfied himself/herself about the correctness and/or genuineness of the documents mentioned above, he/she shall not raise any question with regard to that and shall not raise any objection to any legal & properly communicated change/amendment and /or shall not be entitled to interfere in the construction work.
4. That the purchaser has agreed to purchase undivided/unparted proportionate share in 'A' Schedule land together with the right to common passage, staircases and individual residential Flat No. infloorside measuring Total area..... square feet super built-up area approximately alongwith carpet area -..... SFT., built-up area.....SFT and proportionate share of common areaSFT. and proportionate share of landSFT and proportionate share of land percentage%. with one car parking /scooter parking space on the ground floor for total Price of flat is Rs.....(Rupees only) alongwith Total Price best on built-up area is Rs.....(Rupees only) and Total Price best on proportionate share of common area is Rs.....(Rupees

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..... only)
and Total Price of proportionate share of land is
Rs.....(Rupees
..... only)
which is payable in instalments as mentioned in schedule 'B' hereunder to
the Developer by the purchaser.

5. That the purchaser shall have the right to use the roof of the said apartment jointly with other intending co-purchaser and /or with the owner/ Developer as common roof.
6. That the aforesaid Price of flat is Rs. (Rupees
.....) only is payable by purchaser which includes the consideration money for the Individual flat, Undivided, proportionate share of land and common portion/passage. The above consideration money include the price of the car parking sapce/scooter parking. That out of the total consideration as mentioned in point No. 4 herein above the purchaser has paid a sum of booking amount Rs.....(Rupees.....)
being% of the total consideration has been paid by cheque no/ D.D. no.....drawn onBank dated.....for Rs.....(Rupees.....).
7. That the total consideration money referred herein above as well as mentioned in the schedule 'B' hereunder shall neither be changed nor raised by the Developer provided that the instalment money as per schedule 'B' hereunder shall be paid by the purchaser in time. If the super built up area will be changed then considartion money will be changed automatically.

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8. That the purchaser shall be liable to pay **12% (Twelve Percent annually)** interest of the particular instalment for delayed period from the due date as per shchedule 'B' of the agreement.
9. That if the purchaser fails or delays for maximum period of **six months** in payment of the particular instalment as per the shchedule 'B' of the agreement shall automatically be treated as cancelled without showing any reason and without further reference to the purchaser and in such circumstance part consideration money deposited by the purchaser shall not earn any interest and after deduction of **booking amont** rest amount shall be refunded as per the convenience of the Developer to the purchaser.
10. That the Developer shall construct and complete multi storied apartment over the Shchedule 'A' land in the manner mentioned in Schedule 'C' of this agreement and will also provide for all other common amenities/facilities within **36 (thirty six) months** from dated 24/04/2018 or date of sanction of map from R.R.D.A. Ranchi / Ranchi Municipal Corporation, Ranchi provided that the full consideration money is paid to the developer by the purchaser.
11. That the Developer assured the Purchaser within **36 (thirty six) months** time from the date of sanction of map from R.R.D.A. / Ranchi Municipal Corporation, Ranchi) for completing the construction and give delivery of possession of the Flat provided that if any time is lost to the Developer only such as of major fire , act of God or other unavoidable causes or accidents or any strike or lock out affecting work or by any act of Government or by reason of any exceptionally inclement weather, then so much of the time as

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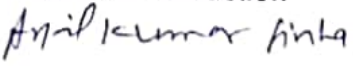
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is so lost shall be further added to the aforesaid period and for such delay the amount paid by the purchaser to the Developer shall not be refunded at any cost.

12. That the SALE DEED for the individual flat shall be prepared at the instance of the Developer within **three months** from the date of delivery of the possession of the flat and the PURCHASER shall get the SALE DEED of his /her flat registered from the office of the District sub Registrar Ranchi within the said period referred herein above and cost of preparation of the SALE DEED, requisite non justical Stamp papers, registration fees and other expenses and lawyer's fees etc. **shall be borne by the purchaser Only.**
13. That the Purchaser hereby further represents and declares that he/she abides himself/herself within the rules and regulations framed by the developer from time to time and /or such body which is constituted and entrusted by the Developer specially regarding the manner of the use of the flat and the common areas, passage, premises, amenities and all other things which is common and commonly used.
14. That the PURCHASER or its sucesors shall not in any circumstances and/ or situation erect any building, structure, construction, either pucca or kachcha either small or big or any alteration, addition on the common areas, open spaces, common passage and the portion which is and/or shall be used commonly or in the car parking space or top roof area.

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15. That the entire expenditure and/or cost for permission, if any, lawyer's and/or any relevant papers or stamps, court fees, registration fees which are required under the law for proper and legal transfer of ownership of the said flat in favour of the PURCHASER shall be borne by the PURCHASER alone.
16. That as on the date of this agreement ie ondays of.....2020. .the stamp duty value of the aforesaid property more fully described in schedule "A" together with land as per the government approved rates was Rs.....on which the stamp duty would have been payable had the property been registered on the date of this agreement and for the purpose of section 43CA of the income tax Act, 1961 this value or the agreement value which ever is higher shall be deemed to be the full value of consideration.
17. That any statutory levies like service Tax, VAT, GST or any other Tax or duty, applicable upon this property in connection with this agreement of sell shall be borne and paid by the purchaser only.
18. That from the date of getting possession of the respective flat the PURCHASER shall be liable and abide by the rules and regulation , laws and order of the Ranchi Municipal Corporation Apartment Society Rules and other competent authorities for the time being in force.

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SCHEDULE - 'A'

(Details of the Land)

All that piece and parcel of Free hold Land measuring total land area 24 Kathas and 15 Chatak a little more or less under situated in village - Hesal , Devimandap Ratu road, Opposite Chowdhri Nursing Home, Old Ward No.- I B and New Ward No.- 34, Municipal Holding No. 775 being R.S. Plot Nos. 734 under Sub Plot No. - 734/E, area 6 Kathas 14 Chatak, Sub Plot No. - 734/C, area 6 Kathas 2 Chatak, Sub Plot No. - 734/D, area 5 Kathas 4 Chatak under and Sub Plot No. - 734/B, area 6 Kathas 11 Chatak P.S.- Sukhdeo Nagar, Thana - No. 202, Dist. - Ranchi, Jharkhand buted & bounded by:

North : Jagdish Enclave
South : House of Ramganesh Singh
East : Devi Mandap Road
West : House of Prabhat Lal

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Partner

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SCHEDULE - 'B'

(Mode of Payment)

Total cost of the Flat including/excluding cost of the car Parking/
Scooter Parking space payable in instalment in the following
manner:

(A) At the time of Flat Booking Amount Rs.
(Rupees)

only and balance amount will be payable in Ten equal instalments.

- (i) 1st instalment at the time of allotment = 10%
- (ii) 2nd Instalment After completion of foundation work = 10%
- (iii) 3rd Instalment After casting of 1st roof slab = 10%
- (iv) 4th Instalment After casting of 2nd roof slab = 10%
- (v) 5th Instalment After casting of 3rd roof slab = 10%
- (vi) 6th Instalment After casting of 4th roof slab = 10%
- (vii) 7th Instalment After casting of 5th roof slab = 10%
- (viii) 8th Instalment After completion of brick works = 10%
- (ix) 9th Instalment After completion of plaster works = 10%
- (x) 10th Instalment After completion of flooring works = 08%
- (xi) 11th and last Instalment at the time of possession = 02%

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Total = 100%
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SCHEDULE - 'C'

(Amenities & Specifications)

- FOUNDATION : As per standard design of the Architect/ Structural consults
- SUPER STRUCTURE : Framend strcuture of standard applicable design and R.C.C. Construction of high quality.
- MASONARY : All walls of first class bricks/in cement mortor (1:6 & 1:4) ratio
- ROOF SLAB : R.C.C. roof slab as per design and specifications of the structural consultant.
- WALL FINISH : External walls with excellent fine in finish as per aesthetics and internal walls/ceilings with plaster of paris over cement plaster.
- FLOORING & SKIRTING : Vetrified flooring in all area
- TOILET & BATHROOM : Good quality Glazed colour tiles upto 7'-0" height, wash basin, European/Indian Pan with chromium Plated fittings of standard make and bathing area with the provision of hot and cold water supply.
- KITCHEN : Working platform with Black / Maroon Granite SlabTop and Steel sink with glazed tiles dado upto- 3'0" height above the working top. Provision of Exhaust fan and power point in the kitchen.
- WINDOWS : Fully glazed three track Aluminium windows with grill painted over primer coat.

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Partner

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Partner

- DOOR : Door Frames of wooden section and all door will be flush-door with standard fittings.
- ELECTRICAL : Concealed fire resisting electrical copper wiring with good quality accessories and adequate numbers of electrical point. Light fixture and fans are not included.
- SEWERAGE : Suitable arrangements for Rain/Storm water, waste water and soil disposal shall be provided as per the design of the public Health Consultants.
- LIFT : 2 nos. of 6 (Six) Passenger lift of reputed brand shall be provided.
- POWER BACKUP : A generator of adequate power backup for common facilities as well as individual flats of 500 Watts. shall be provided only.
- LANDSCAPE : The surrounding area of the Building shall be developed with hard and soft landscape to provide a salubrious environment for the residents.
- FACILITIES : Generator for Internal requirement and electrical connection will be provided at extra cost. Cable / TV. Point, Telephone Point, Deep Tube Well will be Provided

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Partner

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Partner

SCHEDULE - 'D'

Maintenance charge payable by the purchaser to the Developer or the Building maintenance committee shall include the following proportional common charges.

1. All cost of Maintenance, Operation, replacement, electrical consumption charges, repairing, painting, decorating, redecorating, reconstruction, lighting etc. of the common portion in the Residential Area including the outer walls.
2. The salary and other Payment of the persons employed for the common purposes including Durban, Security persons, Sweepers, Plumbers, Electricians, Workmen etc.
3. Insurance premium if any for insuring the Flat & Building.
4. All charges / deposits for supplies of common utilities to the occupants in common .
5. Maintenance, charge of roof, ground generators electrical panels transformers etc.
6. Municipal holding taxes other taxes, levies and demands in respects of the premises and the building those separately assessed on the Purchaser or proportionately.
7. Any other change or changes to be decided or revised by maintenance committee.

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Partner

SCHEDULE - E
SPECIFIC SCHEDULE OF THE PROPERTY

FLAT NO.

FLOOR FLOOR

NAME OF THE APARTMENT **SNEHALATA ENCLAVE**

NO OF BED ROOMS : 03

NO OF TOILETS : 02

NO OF BALCONY : 03/02

NO OF KITCHEN : 01

ONE DRAWING CUM ONE DINNING HALL -

TOTAL SUPER BUILT UP AREA - SQF Including

carpet area SFT.

Built-up Area.....SFT.

Proportionate share of common areaSFT. and

Proportionate share of land areaSFT.

PROPERTY ADDRESS : Land being R.S. Plot No. 734 under sub plot no. 734/
E, 734/C, 734/D & 734/B, under situated in village- Hesal, Devi Mandap, Ratu
Road, under P.S.- Sukhdeo Nagar, Thana No.- 202 , Dist. - Ranchi, Jharkhand.

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Partner

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Partner

Note:-

All specification and amenities are subjected to change (Variation, alteration, addition) as decided or required by builder, architect, Market, demand or the competent authorities as and required.

IN WITNESS WHEREOF Parties herein above named have set there respective hands and signed this agreement for sale at Ranchi in the presence of attesting witness, signing as such on the day month and year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED.

Allottee :

1.



2.



At Ranchi on in the presence of :

Aman Construction
Naveen Thakur
Partner

17

Aman Construction
Anil Kumar Jha
Partner

SIGNED AND DELIVERED BY THE WITHIN NAMED.

Promoter / Builder :

1.



2.



WITNESSES :

1.

Signature

Name

Address

.....

2.

Signature

Name

Address

.....

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