

## Agreement for Sale

This Agreement for Sale is executed on this \_\_\_ day of \_\_\_\_\_, 2022.

### BY AND BETWEEN

**M/s Sukhdham Realtors Private Limited**, a company registered under the provisions of Indian Companies Act, 1956, amended up to date, having its registered office at D-16/360-361, Sector – 7, Rohini, New Delhi 110085 and Administrative office at Unit No. 203, 2<sup>nd</sup> Floor, Triveni Orion, Dhanbad-Govindpur Road, Kolakusuma, Dhanbad (PAN \_\_\_\_\_) through its Authorised Signatory Mr. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ (UID \_\_\_\_\_) duly authorised vide Board Resolution dated \_\_\_\_\_ hereinafter referred to as the **(Promoter/Developer)** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the First Party.

### AND

1. Smt. Sulochana Devi Agarwalla wife of Late Ram Krishna Agarwalla, by faith-Hindu, by Category-OBC, by Occupation House wife, Resident of Gol Building, Kolakusuma, Police Station, Saraidhela District, Dhanbad, Aadhaar No.5145 84568217.PAN No. ADRPD1385
2. a) Smt. Kusum Agarwalla wife of Late Sri Mahendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla by faith-Hindu, by Category-OBC, by Occupation Business, Gol Building, Kolakusuma, Police Station, Saraidhela District, Dhanbad, Aadhaar No.2949 5504 7393, PAN No.ACLPA7351D  
b) Diwaakar Kumar Agarwalla Son of Late Sri Mahendra Kumar Agarwalla S/o Ram Krishna Agarwalla by faith-Hindu, by category OBC, R/o 902, Radha Krishna, CHS Ltd. Plot No. 15, Sector-16A, Sanpada, Navi Mumbai, Thane, Maharashtra, Aadhaar No. 2222 8321 1971, PAN No.AIRPA9078K  
c) Miss Kritikka Rani Agarwalla Daughter of Late Sri Mahendra Kumar Agarwalla S/o Ram Krishna Agarwalla by faith-Hindu, by category OBC, -Vaishya Resident of Gol Building, Kolakusuma, Police Station, Saraidhela District, Dhanbad, Aadhaar No.2508 1088 6298, PAN No.BPJPA2647L.  
d) Smt. Anamika Gupta W/o Vikas Kumar Gupta, Daughter of Late Mahendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla by faith-Hindu, by category OBC, Resident of Block B. 7, Shree Krishan Greens, Vrindawan, Sunrakh Bangar, Mathura, Aadhaar No.8377 2679 0285, PAN No.AZCPG7299Q.  
e) Smt. Minaakshi Abhash Chhawchharia Wife of Sri Abhash Chhawchharia Daughter of Late Mahendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla by faith-Hindu, by category OBC, by occupation House wife, Resident of C-11, Nebula Tower, Near Grand Bhagwati Hotel, Bodakdev, Ahamdabad City, Gujrat, Aadhaar No. 8539 67861619 PAN No.ADMPA0374L.
3. Sri Surendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, by occupation Business, Resident of Gol Building, Kolakusuma, Police Station, Saraidhela District, Dhanbad, Aadhaar No. 2923 8617 5107, PAN No. ACLPA7353B.
4. Sri Bhupendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, by occupation Business, Resident of Gol Building, Kolakusuma, Police Station, Saraidhela District, Dhanbad, Aadhaar No. 6240 1128 3648, PAN No. ACLPA7354G.

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For Sukhdham Realtors Pvt. Ltd.  
\_\_\_\_\_  
Director

5. Sri Ravindra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, Resident of Jalaram Mandir, Plot No. 403, Darshan Apartment, Queta Colony, Bagadganj, Nagpur, Aadhaar No. 8851 2661 7493, PAN No. ACLPA7355H
6. Sri Satyendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, by occupation Business, Resident of Gol Building, Kolakusuma, Police Station, Saraidhela District, Dhanbad, Aadhaar No. 5761 2927 9800, PAN No. ACLPA7356E.
7. Sri Amarendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, by occupation Business, Resident of Gol Building, Kolakusuma, Police Station, Saraidhela District, Dhanbad, Aadhaar No. 9511 0429 8006, PAN No. ACLPA7357F.

All Parties No. 1 to 7 jointly and individually represented by their Constituted General Power of Attorney Holder Sri Manoj Modi S/o Sri Sanwar Prasad Modi, Resident of Flat No. 502, Sukhdham Heights, behind Ray Talkies, P.O. Dhanbad, Police Station Bank More, Distt. Dhanbad (Aadhar No. 7356 8301 7814) by virtue of Registered General Power of Attorney dated 04.12.2021 registered in the Office of the Sub-Registrar, Dhanbad, recorded in Book-4, Volume No. 56, at Pages 377 to 464, being document No. 2021/DHAN/6820/BK4/554 (Hereinafter referred to as the **(Land Owners/Confirming Party)** which expression shall unless be excluded by or repugnant to the context, be deemed to mean and include their heirs, successors-in-interest, representatives, executors, administrators and permitted assignees) of the Second Party;

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its signatory \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the **"Allottee"** (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 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, \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) authorized vide resolution dated \_\_\_\_\_, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or 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 is an Individual]

Mr./Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is an HUF]



  
 For Sukhdham Realtors Pvt. Ltd.  
 Director

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ years, 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" (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) of the Third Party;

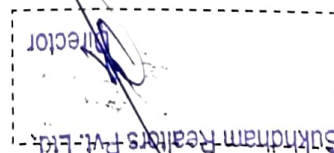
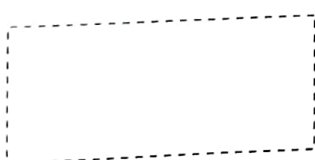
Jointly with\*

[\*Please insert details of other Allottee(s), in case of more than one Allottee]

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

#### WHEREAS

- (A) The Land Owners/Confirming Party are the absolute and lawful owners of commercial land measuring 190 **decimal** more fully described in **SCHEDULE Area with Annexure-1 hereto, ("SAID LAND")**. The Developers/Promoter have entered into Development Agreements dated 04.12.2021 with the Land Owners and the said Development Agreement duly registered on 04.12.2021 before the Office of the Sub-Registrar, Dhanbad and recorded in Book-I, Volume No. 757, at Pages 1 to 150, being document No. 2021/DHAN/6818/BK1/6255 (**"DEVELOPMENT AGREEMENT"**) for developing and/or constructing the Multi-storeyed Commercial Building/Complex/Project on the said land subject to the terms and conditions contained therein. The Multi-storeyed Commercial building/Complex will be known as **"RAM KRISHNA ARCADE"** (the **"Building/Complex/Project"**) being constructed on the said land more fully described in the **Schedule A read with Annexure-I** as per Building Plan of said Building/Complex/Project sanctioned by Competent Authority.
- (B) The Land Owners and Promoter has also entered into Agreement of Division and has earmarked/ identified/distributed their respective Units/area and Common area in the total Area in the said Building/Complex/Project as per the terms of Development Agreement. As such, the Promoter have full and unrestricted right and power to book, allot and Sell the Shop/Office Space in the said Building/Complex/Project falls in its shares. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owner/Promoter regarding the said Land on which the Project is to be developed have been complied with.
- (C) The Said Land is earmarked for the purpose of Development and Construction of Multi-storeyed Commercial Building/Complex, comprising of Shop/Office Space, etc. shall be known as **"RAM KRISHNA ARCADE"**.
- (D) The Promoter has obtained the final Building Plans of the Building/Complex/Project from Competent Authority vide Memo No. **DMC/BP/0085/W23/2022** dated **04/06/2022**. The Promoter agrees and undertakes that it shall not make any changes to approved Building Plans as required under the except in strict compliance with section 14 of the Real Estate Regulation and Development Act 2016 and other laws as applicable;
- (E) The Promoter has registered the Project under the provisions of the Real Estate Regulation and Development Act 2016 with the Jharkhand Real Estate Regulatory Authority at Ranchi on \_\_\_\_\_ under application No. \_\_\_\_\_
- (F) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- (G) The Allottee had applied for a Shop/office space in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Shop/ office No. \_\_\_\_\_



For Sukhram Realtors Pvt. Ltd.

having carpet area of \_\_\_\_\_ (Built up area) \_\_\_\_\_ square feet, \_\_\_\_\_ (Sq. mtr.) on \_\_\_\_\_ floor in the said **Building/Complex/Project**”, along with proportionate share of common parking, as permissible under the applicable law and of pro-rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said “**Shop**” more particularly described in the **Schedule-B** with Floor Plan of the said Shop;

- (H) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- (I) The Allottee agrees to deposit as Interest Free Maintenance Security deposit at rate of Rs. \_\_\_\_\_ - per sq. ft. to the Promoter. After formation of Maintenance committee/Association of Allottee in accordance with applicable Act/Rules, the Maintenance Security Deposit will be transferred to the Maintenance committee or the Association of Allottee, as the case may be.
- (J) After possession of the Shop, the allottee shall not disturb any of the internal and the external walls, columns, beams, elevations etc. without prior written permission from the Promoter.
- (K) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to Purchase the Shop/ office space as specified in para G;

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

**1. TERMS:**

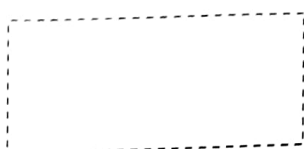
- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Shop/ office space specified in para G;
- 1.2. The Total Price payable for the shop/ office space including all the Govt. dues but excluding GST) which if levied in respect of the Price of said Shop/office Space of the component thereof shall be payable by Allottee for Commercial usages based on the carpet area is \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) along with parking, if applicable.

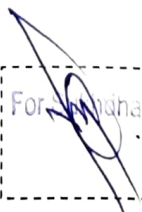
Description:

S. No.	Block/ Building / Tower No. or Project Name	Type	Floor	Shop/ Office No.	Area of The Shop/Office Space (Sq. mtr.)	Cost of Shop/ Office Per Sq. mtr.)	Parking (if applicable)	Total Price (in Rs.)
1		Shop						

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the shop/ office space as per payment Plan.



For \_\_\_\_\_  
  
 Director

- (ii) The Total Price above does not include Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or Value Added Tax, Service Tax, Stamps Duty, Registration Fees, Other legal expenses and Cess or any other similar taxes which may be levied, in connection with the construction/Development of the Project payable by the Promoter, by whatever name called) up to the date of handing over the Possession of the Shop 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 to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within time frame and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Shop includes recovery of price of land, construction of [not only the Shop but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Shop, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Shop and the Project;

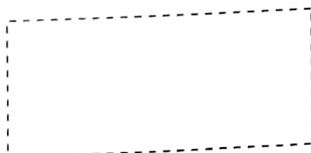
1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the Total Payment and payment plan set out in **Schedule C ("Payment Plan")** through Account payee Cheques/Demand Drafts in favour of **"SUKHDHAMREALTORS PVT. LTD."** payable at Dhanbad.

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities in the Project (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Shop or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Part/full occupancy certificate/Completion 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 any reduction in the carpet area within the defined limit, then Promoter shall refund/adjust the excess money paid by Allottee within forty five



For Sukhdham Realtors Pvt. Ltd.  
Director

days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Clause 1.2** of this Agreement.

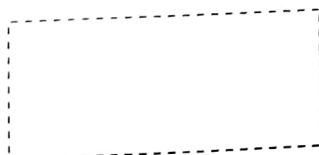
**1.8** Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Shop/ Office space as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Shop/ office Space;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the Association of Allottees /competent authorities as provided in the Act after duly obtaining the occupation certificate/part occupation certificate/part completion/completion certificate from the Competent Authority, as the case may be.
- (iii) That the computation of the price of the Shop includes recovery of price of land, construction of [not only the Shop but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Shop, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Shop and the Project;

**1.9** It is made clear by the Promoter and the Allottee agrees that the Shop/ Office space along with Parking Space, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

**1.11** The Allottee has paid a sum of Rs \_\_\_\_\_ (**Rupees \_\_\_\_\_ only**) as Part booking amount being part payment towards the Total Price of the shop/ office space at the time of application. The receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the shop/ office space as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:



For Sukhdham Realtors Pvt. Ltd.

Director

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

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

The Allottee acknowledges that for all payments, the date of clearance/encashment of cheque by the bank shall be taken as the date of payment, and that a cheque, which is dishonoured by bank for any reason whatsoever, will render the Allottee liable for an extra payment of administrative charges of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) over and above the payment actually drawn on such cheque. The Allottee understands that the dishonour of any cheque given by him to the Promoter will tantamount to breach of this Agreement, and the acceptance of the payment drawn thereon along with aforesaid administrative charges after the dishonour thereof is the sole discretion of the Promoter, though without prejudice to its rights under law or the rights specifically given to it by this Agreement.

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

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

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

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Shop/Office space if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The Promoter reserves the right not to accept part payment of any demand made by it.

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Shop/ Office space to the



For Sukhdham Realtors Pvt. Ltd.

Director

Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both as the case may be. Similarly, the Allottee shall make timely payments of the instalment 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** or in the Declaration submitted with RERA Authority, as the case may be.

## 6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the specifications of the Shop/ office space and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the approved layout plans, floor plans and specifications. 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 Development Authority and shall not have an option to make any major variation /alteration / modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE SHOP/OFFICE SPACE:

### 7.1 Schedule for Possession Shop/Office Space:-

The Promoter agrees and understands that timely delivery of possession of the Shop/office Space is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Shop/Office Space on **17/05/2027** (Mentioned the date which date mentioned in Declaration submitted at the time of RERA Registration), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature and affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Shop/Office Space, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allottee within 45 days from that date subject to the Allottee executing and registering the Termination/ Cancellation Agreement before the jurisdictional Sub-registrar office. Alternatively the Promoter may offer to the Allottee allotment of another Plot in any other location/project as an option. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

However, any GST collected from the Allottee and deposited to the Govt. (by way of payment or input credit adjustment) which is not refunded back by the Govt. to the Promoter, pursuant to such termination, shall not be refunded by the Promoter to the Allottee. Provided that the refund instrument issued by the Promoter to the Allottee shall be handed over to the Allottee upon execution and registration of the Termination/ Cancellation Agreement qua the said Shop/Office Space.

### 7.2 Procedure for taking possession-

The Promoter, upon obtaining the occupancy/Completion certificate, as the Case may be, from the competent authority shall offer in writing the Possession of the shop/ office



For Sukhdham Realtors Pvt. Ltd.  
Director

space, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give Possession of the Shop/ Office space to the Allottee upon receipt of complete payment from the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter other than which is not under the control of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance Agency/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the Occupation certificate of the Project.

**7.3 Failure of Allottee to take Possession of Shop/Office Space:-**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall taken possession of the shop/ office space 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 shop/ office space to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as determined by the Promoter/ Association of Allottees/ Competent Authority, as the case may be. The Allottee shall make payment of all dues, interest (if any), IFMS, etc., to the Promoter before due date as specified in the letter of offer of possession. The last due date of obtaining possession by the Allottee as communicated in the Letter of Offer of Possession shall be treated as Deemed Date of Possession and the Allottee shall be liable to pay the maintenance charges as determined by the Promoter/ Association of Allottees/ Maintenance Agency/ Competent Authority (as the case may be).

**7.4 Possession by the Allottee:-**

After obtaining the occupancy/Completion certificate, as applicable and handing over physical possession of the shop/ office space to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee:-**

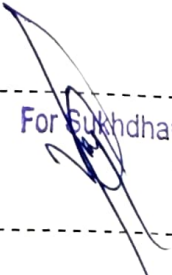
The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount/ Earnest Money vis-à-vis the said allotment and interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the Prescribed Rate, as applicable, from time to time. The balance amount of money paid by the Allottee shall be returned by the Promoter (excluding GST which is paid by the Promoter to the Government, vis-à-vis the present Allotment and the credit of which could not be obtained upon cancellation in terms of GST Rules) to the Allottee within (45) Forty days of such cancellation without any interest subject to registration of Termination/ Cancellation Agreement by the Allottee.

Provided that the refund instrument issued by the Promoter to the Allottee shall be handed over upon execution and registration of the Termination/ Cancellation Agreement qua the said Shop/office Space. The cost of registration of Termination/ Cancellation Agreement shall be borne by the Allottee.

**7.6 Compensation:-**



For Sukhdham Realtors  
  
Director

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

Except for occurrence of a "Force Majeure" event, such as war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature, Court orders, Government policy/ guidelines/ NGT/Any government department's/regulatory authority's action/inaction/ or omission/decision affecting the regular development of the Project if the promoter fails to complete or is unable to give possession of the shop/ office space:

- (i) In accordance with the terms of this Agreement, duly completed by the date specified herein; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the shop/ office space with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the shop/ office space.

Provided that the refund instrument issued by the Promoter to the Allottee shall be handed over simultaneously at the time of execution and registration of the Termination/Cancellation Agreement qua the said Shop/Office Space. The cost of registration of Termination/ Cancellation Agreement shall be borne by the Allottee.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (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; (Please insert the detail of Loan taken against the Land, if any)
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the shop/ office space ;
- (v) All approvals, sanctions, permits issued by the competent authorities with respect to the Project, said Land and shop/ office space are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/Complex and shop/ office space and common areas;



For Sukhdham Realtors Pvt. Ltd.  
Director

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said shop/ office space which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said shop/ office space to the Allottee in the manner contemplated in this Agreement;
- (ix) That before or at the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Shop/ office space to the Allottee by issuing the Possession Letter thereof and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

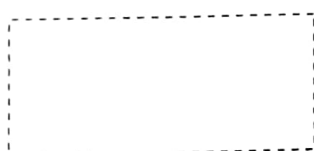
**9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

**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 Shop/ Office Space to the Allottee within the time period specified /disclosed at the time of registration of the Project with the Authority (including any extension thereof). For the purpose of this clause, 'ready to move in possession' shall mean that the Shop/Office Space shall be in a usable condition which is complete in all respects and for the same, the Promoter has obtained Occupancy certificate/Completion Certificate, as the case may be.
- (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 is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the



For Sukhdham Realtors Pvt. Ltd.  
  
 Director

Allottee under any head whatsoever towards the purchase of the Shop/office Space, along with interest at the rate specified in the Rules within 45 (Forty Five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the shop/ office space.

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

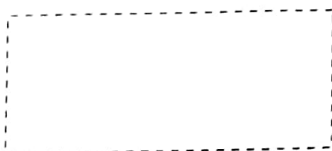
- (i) In case the Allottee fails to make payments for consecutive demands made/raised by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Shop/ Office space in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount/Earnest Money paid for the allotment and interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due payable to the Promoter). Such refund shall exclude the GST which is paid by the Promoter to the Government, vis-à-vis the present Allotment and the credit of which could not be obtained upon cancellation in terms of GST Rules. The rate of interest payable by the Allottee to the Promoter shall be the Prescribed Rate, as applicable from time to time. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation/ termination. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such cancellation/termination at least thirty days prior to such cancellation/ termination. Provided further that the refund instrument issued by the Promoter to the Allottee shall be handed over upon execution and registration of the Termination/ Cancellation Agreement qua the said Shop/Office Space.

## 10. CONVEYANCE OF THE SAID SHOP/OFFICE SPACE

The Promoter, on receipt of complete amount of the Price of the Shop/ Office space under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Shop/ Office space together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/Completion Certificate, as the case may be. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

## 11. MAINTENANCE OF THE SAID BUILDING / SHOP / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the Allottees upon the issuance of the part completion/Occupancy certificate/ Full



For Sukdham Realtors Pvt. Ltd.  
Director

completion/occupancy certificate of the Project, as the case may be. The cost of such maintenance has been not included in the Total Price of the Shop/ Office space. In case, the Association of Allottees fails to take possession of the Essential Services as envisaged in this Agreement or prevalent laws governing the same then in such a case, the Promoter/ Maintenance Agency has right to recover from the Allottees such amount as spent on maintaining such essential services.

The Allottee agrees and confirm that he shall not hold the Promoter responsible for any act, omission or deficiency in services of any nature whatsoever on the part of the Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable for its acts and omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the Promoter from the effects, omission, negligence or deficiency in services on part of the Maintenance Agency.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Promoter shall not be liable for any damages caused due to normal wear and tear or any such structural/ architectural defect and damages induced by the Allottee by means of carrying out structural or architectural changes, misuse, illegal or improper construction/ changes from the original specifications/ design.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Shop/ Office space on the specific understanding that his /her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance agency appointed by the Promoter or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Promoter/maintenance agency or the association of allottees, as the case may be, from time to time.

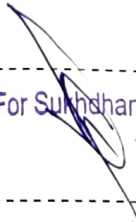
**14. RIGHT TO ENTER THE SHOP/OFFICE SPACE FOR REPAIRS**

The Promoter / Maintenance Agency /Association of Allottees shall have rights of unrestricted access of all Common Areas, garages and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association of Allottees and/or maintenance agency to enter into the Shop/ Office Space or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE: Use of Basement and Service Areas:**

The basement(s) and service areas, if any, as located within the "said Project/Complex", 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, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those



  
For Sunndham Realtors Pvt.Ltd.  
Director

earmarked as parking spaces, and the same shall be reserved for use by the Promoter/Association of Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE SHOP/OFFICE SPACE:**

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Shop/ Office space 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/Complex, or the Shop/ Office space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Shop/ Office space and keep the shop/ office space, 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/Complex is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building/Complex or anywhere on the exterior of the Project/Complex, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

16.3 Further the Allottee shall not store any hazardous or combustible goods in the Shop/ Office space or place any heavy material in the common passages or staircase of the Building/Complex. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Shop/ Office Space. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees/Competent Authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

The Allottee is entering into this Agreement for the allotment of a Shop/ Office space with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Project in general and this Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Shop/ Office space , all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Shop/ Office space at his/ her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structures anywhere in the Project after the Building Plan has been approved by the competent authorities except for guideline/permission /directions/ or sanction by competent authority as provided in the Act/Rules.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Shop/ office Space and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Shop/ Office Space.

**20. THE JHARKHAND APARTMENT (FLAT) OWNERSHIP ACT, 2011**

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For Sunsham Realtors Pvt. Ltd.

Director

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Jharkhand Apartment (Flat) Ownership Act, 2011, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of Competent Authority prevalent in the Jharkhand State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances shared by the Promoter with the Allottee, are as under:-

- i. RERA Registration No. JHARERA/PROJECT/\_\_\_\_\_/\_\_\_\_\_ dated \_\_\_\_\_
- ii. Sanction of Building Plan vide Memo No. DMC/BP/0085/W23/2022 dated 04/06/2022
- iii. Service Estimate Approval bearing Memo No. Nil dated N.A.
- iv. Please mentioned any other approvals in relation to subject Project otherwise deleted the said yellow portion

## 21. BINDING EFFECT

By Just Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly the Allottee has an obligation to execute this Agreement and also to appear before concerned sub-Registrar office to register this Agreement as and when intimate by the Promoter.

If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever(excluding GST which is paid by the Promoter to the Government, vis-à-vis the present Allotment and the credit of which could not be obtained upon cancellation in terms of GST Rules). If, however, after giving a fair opportunity to the Allottee to get this Agreement executed and registered, the Allottee does not come forward or is incapable of executing and/or registering the same, then in such a case, the Promoter has an option to forfeit ten percent of Booking Amount/ Earnest Money.

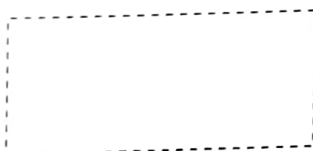
## 22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the saidshop/ office space, as the case may be.

## 23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Partiesconcerned in said Agreement.

## 24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES



For Sukhram Realtors Pvt.L.  
  
Director

23.1 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 Shop/Office Space and said Project shall equally be applicable to and enforceable against any subsequent Allottees of the Shop/ office space, in case of a transfer /assignment/ lease of allotment/ ownership rights of the said Shop/office Space, as the said obligations go along with the Shop/ office space for all intents and purposes.

23.2 That the Allottee shall not assign or transfer of its rights, title or interest in the said Shop/Office Space in favour of any of its nominee/ assignee /party without obtaining 'No Dues Certificate' from the Promoter. The Promoter shall enter the said nomination/ assignment in its records upon execution of requisite documentation, payment of requisite duties/charges including applicable Administrative Charges and compliance of other legal formalities required for substituting the name of nominee in place of the original Allottee. As a result of any dispute between the Allottee and/or their nominee/ assignee for any reason whatsoever, will be settled between themselves only; the Promoter shall not be a party to it and in the event the Promoter incurs any costs or expenses or losses because of any such dispute between them, the Allottee shall pay and bear such costs/ expenses/ losses which will be incurred by Promoter.

#### 25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter 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.

#### 26. SEVERABILITY:-

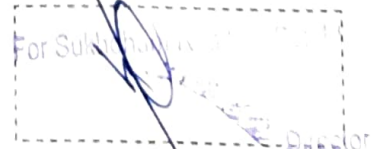
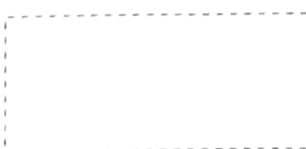
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this 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.

#### 27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Shop/office Space etc. bears to the total carpet area of all the shop/ office space etc.in the Project.

#### 28. FURTHER ASSURANCES

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



**29. 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 at Dhanbad. That after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Dhanbad.

**30. NOTICES**

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

Name & Address of the Allottee	Name & Address of the Promoter and Confirming Party
	<p><b>Sukhdham Realtors Pvt. Ltd.</b></p> <p>Unit No. 203, 2nd Floor, Triveni Orion, Dhanbad-Govindpur Road, Kolakusuma, Dhanbad</p>

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

**31. JOINT ALLOTTEES**

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

**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 laws of India for the time being in force.

**33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint allottees)**

1. Signature : .....

[Empty dashed box for signature]

[Empty dashed box for signature]

[Signature of Sukhdham Realtors Pvt. Ltd. Director]

Director

Name : .....  
Address : .....

2. Signature : .....  
Name : .....  
Address : .....



**SIGNED AND DELIVERED BY THE WITHIN NAMED  
Promoter: Sukhdham Realtors Pvt. Ltd.  
through its Authorised Signatory**

Signature : .....  
Name : .....  
Address : .....



**SIGNED AND DELIVERED BY THE WITHIN NAMED  
Land Owners/Confirming Party through POA:**

Signature (POA): .....

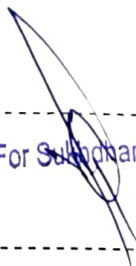
Name : Manoj Modi  
Address : Resident of Flat No. 502,  
Sukhdham Heights, behind Ray Talkies,  
P.O. Dhanbad, Police Station Bank More,  
Distt. Dhanbad



at Dhanbad on ..... in the presence of:

WITNESSES: 1	WITNESSES: 2
Signature : .....	Signature : .....
Name : .....	Name : .....
S/W/D/o : .....	S/W/D/o : .....
Address : .....	Address : .....
ID No. : .....	ID No. : .....
Phone No. : .....	Phone No. : .....



For Sukhdham Realtors Pvt. L  
  
Director

### SCHEDULE A

All that piece and parcel of land measuring 190 decimal situated in Mouza Kolakusuma No. 12, PS. Saraidhela, District Dhanbad, old Khata No. 113, Old Plot No. 1168 to 1172 (New Khata Nos. 446, 539, New Plot Nos. 866, 865, 864, 862) abutted and bounded as follow:

In the North: Govindpur Dhanbad Road  
In the South : Land of the First Parties  
In the East : Balajee Petrol Pump  
In the West : Land of the First Parties.

### Annexure-I

S. No.	Old Khata No	New Khata No	Old Plot No.	New Plot No.	Project Land Area (Decimal)
1.	113	446	1168	866	50
2.	113	446	1168	866	
3.	113	539	1170	865	54
4.	113	446	1171	864	56
5.	113	539	1172	862	30
	Total				190 Decimal



For Sukhdham Realtors Pvt. Ltd.  
Director

**"SCHEDULE - "B"**  
**(Particulars of the Office Space/Shop)**

All that shop/ office No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, \_\_\_\_\_ sq. ft. on \_\_\_\_\_ floor in multi-storeyed Complex/Building/Project Commonly and popularly Known as " \_\_\_\_\_ " alongwith undivided proportionate share, right, title and interest in the land and underneath the building on which the Shop is situated, forming part of the said Land together with common rights in the common areas and facilities of the said Complex.

A Floor plan of Office Space/Shop, marked in Red Colour is attached as annexed hereto, being butted and bounded as under:-

**North** : \_\_\_\_\_  
**South** : \_\_\_\_\_  
**East** : \_\_\_\_\_  
**West** : \_\_\_\_\_

**ANNEXURE 'B' - FLOOR PLAN OF THE OFFICE/SHOP(PLEASE ANNEXED FLOOR PLAN OF SHOP)**

**SCHEDULE 'C' -PAYMENT PLAN**




For Sukhdham Realtors Pvt. Ltd.  
  
Director


# All other charges & taxes are payable extra, as applicable and are not included here.

