

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Ranchi on this the day of, 2023, A. D. ;

M/s Reliable Infratech, through its Sole Proprietor **Mr. Ashish Agrawal** son of **Mr. Santosh Agrawal**, Grandson of **Late Baij Nath Agrawal** having AADHAAR NO. **XXXX XXXX 4518**, PAN **AEAPA1987J** having its office at **402, Shrilok Complex, H.B. Rd., Ranchi, P.S. - Lalpur, District - Ranchi 834001, State - Jharkhand**, (hereinafter called the "DEVELOPER"/ "BUILDER" / "PROMOTER"); (which expression shall, unless expressly excluded by the subject or context below, mean and include its heirs, successors, legal representatives, executors, administrators and assigns) of the FIRST PART.

AND

SRI /SMT S/O/W/o, Grandson/daughter of by faith, by Caste -, by Occupation –, Resident of P.S., District – in the State of Jharkhand PAN :, UID No..... (hereinafter referred to as the "PURCHASER"/"ALLOTTEE.....") of the SECOND AND LAST PART;

The expressions the "DEVELOPER"/ "BUILDER"/ "PROMOTER" and the "PURCHASER....." / "ALLOTTEE....." shall unless contrary to the context or meaning thereof mean, and include their respective heirs, successors, legal representatives, executors, administrators and assigns, as the case may be.

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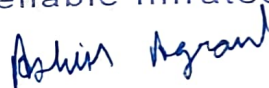
The term SINGULAR number shall include Plural and vice-versa.

The term MASCULINE gender shall include feminine and neuter gender and vice-versa

AND WHEREAS, the Landowner No. 1 - **Mr. SHYAM SUNDAR MURARKA** purchased **55 Decimal** out of **110 Decimals** of the above-mentioned land comprising of **plot number 110B ,Khata Number 17** measuring an area of **39 Decimal**, **plot number 111A ,Khata Number 52** measuring an area of **13 Decimals** and **plot number 482B ,Khata Number 52** measuring an area of **3 Decimals**. situated at Village- **Chandwe**, P.S. **Kanke**, P.S. No- **190**, District -**Ranchi**, State - **Jharkhand** from **Shivji Meghji Yadav, S/o Late Meghji Lalji Yadav** by virtue of Registered Sale Deed No. - **14026** SI. No. - **14359** dated **08.09.1975** which was registered at District Sub-Registrar office Ranchi and after purchase of the said land mutated his name in the office of State of Jharkhand through **Kanke Anchal, Ranchi** under **Mutation Case No. 30 R29/76-77** and paid rent regularly to the State Government.

AND WHEREAS, husband of the Landowner No. 2, **Raj Kumar Murarka** (Now deceased) had purchased the above mentioned land along from **Shivji Meghji Yadav, S/o late Meghji Lalji Yadav** by virtue of Registered **Sale Deed No. 14025** SI. **No. 14358** dated **08.09.1975** which was registered at District Sub Registrar Office, Ranchi and after purchase of the said land mutated his name in the office of State of Jharkhand through **Kanke Anchal, Ranchi** under **Mutation Case No. 31 R29/76-77** and paid rent regularly to the State. This Comprises of **plot number 109/A Khata Number 10** measuring an area of **42 Decimals**, **plot number 110A Khata Number 17** measuring an area of **10 Decimals** and **plot number 482B Khata Number 52** measuring an area of **3 Decimals** situated at **Village- Chandwe, P.S. Kanke, P.S.**

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No- 190, District -**Ranchi**, State - **Jharkhand**. Out of this purchase of **0.55 Acres** of land as mentioned above, he sold **11 (Eleven) Kathas** or **18.18 Decimals** of land from plot number **109/A** to Dr. **Shashi Kumar Pande**, son of **Shri Sheo Sharan Pandey**, vide registered sale deed no. **759/85 of 19/01/1985**.

AND WHEREAS Landowner No. 2 **Suman Murarka** is the owner of land under **Khata No. 10**, Revisional Survey **Plot No.-109**, marked as sub **Plot No.-109/A** measuring an Area -**23.82 Decimals**, **Khata No.-17**, **Plot No.-110** marked as Sub **Plot No. 110A** measuring an Area of **10 Decimals**, **Khata No. 52**, **Plot No. 482/B** measuring an area of **3 Decimals**, total area of **36.82 Decimals** more or less bearing **Municipal Holding No. 269/D** of New **Ward No. 1**, New **Holding No. 0010002209000Z**, New **Ward No 01** of Ranchi Municipal Corporation, Ranchi situated at Village-**Chandwe**, P.S. **Kanke**, Thana No. **190**, District- **Ranchi**, State **Jharkhand**.

That the Developer owns a land admeasuring **18.18 Decimals** adjoining to the land of the Landowners, which land, the Parties have agreed to include in the development of the multi-storied building as envisaged in this Agreement. The said land of the Developer is described as:

All That Piece and Parcel of Land of Portion Of Municipal Survey of **Khata No 10 Plot No - 109/A-1** Measuring An Area **17.58 Decimals** More Or Less Bearing Municipal Holding No. **0010002791000Z0** Of New Ward No 1 Of Ranchi Municipal Corporation, Ranchi Situated At Village - **Chandwa**, P.S - **Kanke**, Thana. No. **190**, District - **Ranchi**, State - **Jharkhand** Having Permanent Heritable and Transferable Chapperbandi Right

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AND WHEREAS after Gifting the said land, the Landowner no.1 **Mr. Shyam Sundar Murarka** is now absolute owner of **R.S.Plot No.110, Sub Plot No.110B** measuring area **38.58 Decimal** more or less, R.S. **Plot number 111, Sub Plot number 111A** measuring an area of **9.51 Decimal**. Total Land area of Landowner Number 1 **Mr. Shyam Sundar Murarka** is **48.09 Decimal**. The Landowner no.2, **Mrs. Suman Murarka** is now absolute owner of **R.S.Plot No.109 sub plot number 109/A,** measuring an area of **22.22 Decimal** more or less and R.S. **Plot number 110, sub plot number 110A** measuring an area of **9.80 Decimal**. Total Land area of Landowner Number 2 **Mrs. Suman Murarka** is **32.02 Decimals**. That the Developer owns **R.S. Plot Number 109/A-1** from **khata number 10** admeasuring **17.58 Decimals** adjoining to the land of the Landowners Thus, the total of Land is **97.69 Decimals** more fully described in "Schedule A"

AND WHEREAS the DEVELOPER has got the building plan sanctioned from **RANCHI MUNICIPAL CORPORATION RANCHI** vide B.C. Case No. **BP/0417/W01/2021** for the multistoried building to be constructed on the Schedule "A" of the property (hereinafter for the sake of brevity called as the "Project") which is named as "SIGNATURE ONE".

AND WHEREAS the DEVELOPER has obtained approvals for the Project from the Competent Authority – Ranchi Municipal Corporation, Ranchi. The DEVELOPER/promoter agreed and undertakes that it shall not make any changes to these layout plan except in strict compliance with the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to "RERA") and other laws applicable viz. Jharkhand Building Bye-laws.

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AND WHEREAS in accordance with the said approved plans the Developer/Promoter has undertaken development of the said land described in the SCHEDULE "A" hereto by constructing thereon the said multi-storeyed Commercial complex "SIGNATURE ONE".

AND WHEREAS the DEVELOPER /PROMOTER has the sole and exclusive right to sell Schedule "B" Property and to receive sale price thereof.

AND WHEREAS thus the Developer/Promoter is fully competent to enter into this Agreement as their right, title and interest regarding the said land.

AND WHEREAS the Developer has applied for registration of the said project under the provision of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority, Jharkhand at Ranchi.

AND WHEREAS the PURCHASERS..... who is interested for purchasing one Commercial unit in the said multi-storied building "SGNATURE ONE" has demanded from the Developer and they have given inspection to the PURCHASERS.....of all the documents of title relating to the said land, the relevant papers and the approved plans, designs and specification and all other documents. On being fully satisfied in all aspects, the PURCHASER..... has/have..... decided to purchase one Commercial unit and accordingly he/she/they..... applied for purchase of one Commercial Unit bearing Unit No. on Floor, in Block, admeasuring sq.ft. of agreed super built-up area more or less corresponding carpet area Sqft. and Sqft balcony area with car parking space in the multi-storeyed building "SIGNATURE ONE" together with proportionate, joint, undivided share and interest in the said land and

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undivided interest to enjoy common facilities and common amenities attributable to the said Unit and pro-rata undivided and as inherent in the multi-storeyed Building.

AND WHEREAS THE SAID COMMERCIAL Unit applied for by the PURCHASERS..... for its purchase, comprises Unit's agreed Super built-up area sqft more or less corresponding carpet area sq.ft. and balcony area..... sqft. on floor in Block in the said building "SIGNATURE ONE" along with car parking space and of pro-rata undivided and joint share and interest in the common area and undivided proportionate joint share in the said land and more particularly described in the SCHEDULE "B".

AND WHEREAS on negotiation, the Developer has agreed to sell the said Commercial unit along with Car parking space which is more fully described in the SCHEDULE "B" at and for the price of Rs./- (Rupeesonly) which also includes price of undivided proportionate share in the said land, proportionate cost of common areas, and common facilities and in addition to that the PURCHASERS..... shall pay GST or any other taxes present or future. The PURCHASERS..... has/have..... agreed to purchase the same on the said price on the terms and conditions, recorded herein.

AND WHEREAS the PURCHASERS...../Allottee(s) agreed and undertakes and promises the following obligations :- The PURCHASERS..... shall –

(a) Not to raise any construction or demolish or remove the walls inside the SCHEDULE "B" Unit and or cover the open balconies with grills or otherwise and further to make any structural alterations inside the Unit or making any fresh openings.

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(b) Not to use the SCHEDULE "B" property as a transit Unit or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.

(c) Not to use the SCHEDULE "B" property for training any skill or act or occupation or conduct any teaching classes, not to use the property for Hospital/Nursing Home/Clinic/Medical Consultancy Centre/OPD etc.

(d) The PURCHASERS...../Allottee(s) is not exempted from payment of common maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by nonoccupation of the Building.

(e) Use the Building only for Commercial purposes and the car parking space for parking a light/medium size vehicle and not for any other purpose. The PURCHASERS...../Allottee(s) shall not allow the driver/servant or any person to sleep either in the vehicle or in the parking space or in the common area.

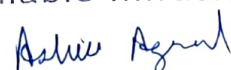
(f) Not alter the front side and rear elevation of the building and side elevation.

(g) Not do anything that may adversely affect the aesthetic of the building nor do anything which may cause any nuisance or obstruction or hindrances to other person.

(h) Nor allow the servants and/or any person whatsoever to sleep or otherwise use the common areas, passages, lobbies and/or stairways and/or by using the same for storage at any time.

(i) Not bring any action for partition or division of the common areas and facilities or any part thereof and of undivided share/interest in the Schedule "A" property. The land, common areas and facilities shall remain undivided. The PURCHASERS..... can make use of the common areas and facilities in accordance with the purpose for

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which they are intended without hindering or encroaching upon the lawful rights of other Unit owners in "SIGNATURE ONE".

AND WHEREAS the parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed therein.

AND WHEREAS the parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, etc. applicable to the said Project.

AND WHEREAS 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.

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 :-

WITNESSETH

1.1 Subject to the terms and conditions as detailed in this Agreement the Developer/Promoter agrees to sell a Commercial Unit bearing Unit No. on floor in Block, having agreed Super Built-up area Sqft corresponding carpet area Sq.ft. and balcony area Sqft. more or less with a car parking space of the multi-storeyed building "SIGNATURE ONE" together with proportionate, joint, undivided share and interest in the land attributable to the said Unit and undivided interest to enjoy common facilities and common amenities and pro-rata undivided share and interest in common area as inherent in the multi-storeyed Building and more particularly described in the SCHEDULE "B"

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hereunder written and the PURCHASERS...../ALLOTTEE(S) hereby agreed to purchase the same.

1.2. The total price for the said unit based on the carpet area which also includes price of undivided proportionate share in the said land, proportionate cost of common areas, and common facilities is Rs./= (Rupees only) (Total Price)

Description of the Unit

Building : SIGNATURE ONE

Unit No. :

On Floor :Floor

In Block :

Carpet area (excluding balcony): Sqft.

Type : Commercial

Cost of Unit with Car parking space, proportionate cost of Land is Rs./= (Rupees only) plus additional of Rs. as corpus fund. In addition to the above amount GST / Other Taxes will be paid extra.

That ... (.....) years common area maintenance (CAM) expenses will be paid by the Purchaser/s to the Developer @ Rs...../- (Rupees) per Sqft/Per month on agreed Super Built-up area at the time of handover / possession of his/her/their.....Unit.

Explanation:

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- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Unit ;
- (ii) The total price above includes taxes (in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Unit).
- (iii) Provided that in case there is any change/modification in the taxes for the sale of Schedule "B" property the subsequent amount payable by the allottee..... to the Promoter shall be increased/reduced based on such change/modification. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (1.2) above and the Allottee(s) shall make payment within 7 (Seven) days from the date of such intimation. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes to be paid by Allottee(s) apart from his/her/their..... Unit value 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 Unit includes (A) undivided proportionate share in the land, proportionate cost of common areas, common facilities (B) car parking space.

1.3 The Total Price is escalation-free, save and except increases, which the Allottee(s) 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(s) 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(s), which shall only be applicable on subsequent payments.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @% per annum for the period by which the respective instalment has been preponed.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Unit or building, without the consent of the Architect. 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 (RERA) and/or Jharkhand Building Bye-laws and/or such alterations which are compoundable.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete. 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 the excess money paid by Allottee(s) within forty-five days with interest at the rate 1% per month, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that from the Allottee(s) 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. However, the PURCHASERS...../Allottee(s) agrees and accepts that if the carpet area of the said Unit is found to be less upto 1% (one percent) for whatsoever reason, the PURCHASERS...../Allottee(s) shall

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not complain for the said reduction. The PURCHASERS...../Allottee(s) shall accept such reduced area and shall not demand for reduction in total sale price.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned below :-

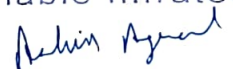
(i) The Allottee(s) shall have exclusive ownership of the Unit.

(ii) The Allottee(s) shall also have undivided proportionate share in the common area 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. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

(iii) That the computation of the price of the Unit includes recovery of price of land construction of not only the Unit but also the Common Areas , internal development charges external development charges, taxes (for construction of the building), in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee(s) agrees that the Unit along with car parking space 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 (SCHEDULE "A") 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 except for the otherwise purpose of integration of infrastructure for the benefit of the Allottee(s), it is clarified that

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Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- 1.10 It is understood by the Allottee(s) that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with R.M.C./Authority under RERA to be filed in accordance with the relevant acts.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s) for the payment of outgoings (including municipal or other local taxes, charges for water or electricity, 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) thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable even after the transfer of the property, to pay such outgoings.
- 1.12 The Allottee(s) has paid a sum of Rs./- (Rupeesonly) as advance amount being part payment towards the total price of the Schedule "B". The receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agree to pay the remaining price as prescribed in the Payment plan 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 for which is payable, he/she/they..... shall be liable to pay interest at the rate 1.5% per month.

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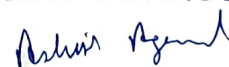
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2. MODE OF PAYMENT :- Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoter within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/Demand Draft or online payment (as applicable) in favour of the Developer/Promoter payable at Ranchi.

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 Foreign Exchange Management Act, 1999, Reserve Bank of India Act and 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 fulfil its obligations under this Agreement. Any refund, transfer of security, it 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(s) understands and agrees that in the event of any failure on his/her/their..... part to comply with the applicable guidelines issued by the Reserve Bank of India. He/She/They..... shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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- 3.2 The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the Commercial 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 Unit 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/their..... under any head(s) of dues against lawful outstanding, if any, in his/her/their..... name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object /demand/direct the Promoter to adjust his/her/their..... payments in any manner.
5. TIME IS ESSENCE :- Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee(s) and the common areas to the association of the allottees. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/their..... 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".

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6 CONSTRUCTION OF THE PROJECT OR UNIT :- The Allottee(s) has seen the specifications of the Unit and accepted the Payment Plan, floor plans, layout plans . The Promoter shall develop the Project in accordance with the said 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 the Promoter shall also strictly abide by bye-laws, FAR and density norms and provisions prescribed by the Jharkhand Building Bye-laws; and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the act and/or the said bye-laws.

7. POSSESSION OF THE UNIT:-

7.1 Schedule for possession of the said Unit :- The Promoter, based on the approved plans specifications, assures, hand over possession of the Unit to the Allottee(s)/ PURCHASERS..... after clearance of all dues as prescribed in Schedule "C". The Developer shall complete the project on time unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, Pandemic/Epidemic or any other calamity caused by nature affecting the regular development of the real estate project (Force Majeure) or otherwise for any reason whatsoever beyond the control of the Developer. 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 Unit, 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 that, in the event it becomes impossible for the Promoter to

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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 45 days from that date. After refund of the money paid by the Allottee(s). Allottee(s) agrees that he/she/they..... 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 completion of Building shall offer the possession of the Unit, to the Allottee(s) in terms of this Agreement after clearance of all dues as per Schedule "C" and the Promoter shall give possession of the Unit to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter/ association of Allottee(s), as the case may be.

7.3 Failure of Allottee to take possession of Unit :- Upon receiving a intimation from the Promoter as per clause 7.2, the Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation, and the Promoter shall give possession of the Unit to the Allottee(s). In case the Allottee(s) fails to take possession immediately after such information Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee :- After handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand

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over the necessary documents and plans, including common areas, to the association of the Allottees.

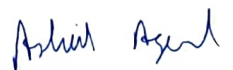
7.5 Cancellation by Allottee :- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project. Provided that where the Allottee(s) proposes to cancel/withdraw from the project in writing the promoter herein is entitled to forfeit the booking amount. The balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) within 90 days of such cancellation.

7.6 Compensation :- The Developer 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 (till the registration of the Sale Deed of Unit). If occurrence of a Force Majeure event or otherwise, for the reasons beyond the control of the Promoter if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement or (ii) due to discontinuance of its 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(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/them in respect of the Unit within 90 days.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :-

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

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- (i) The Landowner 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.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit and common areas upto hand over of the project to the maintenance society upto hand over of the project to Maintenance Society.
- (vi) The Promoter have 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(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 Unit 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 Unit to the Allottee(s) in the manner contemplated in this Agreement.

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- (ix) At the time of formation of maintenance society the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) 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 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;
- (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 Majure clause or otherwise reasons, for the reason beyond the control of the Promoter, condition of default, in the following events :

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee(s). For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects;
- (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.

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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 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 penal 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) within 90 days of receiving the termination notice.

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 consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate of 1.5% per month.

(ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Unit of the Allottee(s) and refund within 90 days the amount money paid to him by the Allottee(s) by deducting the 2% of total consideration amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID UNIT :- The Promoter, on receipt of complete amount of the Price of Unit under the Agreement from the Allottee(s), shall alongwith the Promoter execute a conveyance deed

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and convey the title of the Unit together with proportionate indivisible share in the Common Areas. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her/their..... favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) 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 authority (ies).

11. MAINTENANCE OF THE SAID BUILDING OR UNIT OR 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. However, the PURCHASERS /Allottee(s) shall make a non-refundable deposit amounting to Rs...../- (Rupeesonly) as corpus fund of the association. The corpus fund is not included in the sale price (Total price) of the Unit. Besides the payment towards corpus fund of the Association, the maintenance charges would be paid by the Allottee(s) as decided by the maintenance association of the area comprised in the unit. Common portion, area is illustrated in the SCHEDULE "D" hereunder written. That(.....) years common area maintenance (CAM) expenses will be paid by the Purchaser/s to the Developer @ Rs..../- (Rupees) per Sqft/Per month on agreed Super Built-up area at the time of handover / possession of his/her/their.....Unit.

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12. DEFECT LIABILITY:- It is agreed that in case any structural defect is brought to the notice of the Promoter within a period of 3(three) years by the Allottee(s) from the date of handing over possession of the unit, it shall be the duty of the Promoter to rectify such defects without further charges. Any defects if occurs on account of any act, omission or negligence or otherwise on the part of the Allottee/PURCHASERS..... then in that event the Promoter shall have no liability or responsibility and the Allottee(s) shall make good of the same at his/her/their..... own expenses.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :- The Allottee(s) hereby agree to purchase the Unit on the specific understanding that his/her/their..... 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 or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her/their..... obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS :- The Promoter or maintenance agency or association of allottees shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and /or the maintenance agency to enter into Unit or any part thereof, after due notice and during the normal

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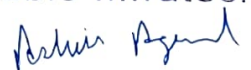
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working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE :- Use of Parking and Service Areas : The parking and service areas, if any, as located within the "SIGNATURE ONE" shall be and has been earmarked for purposes such as parking spaces and utility services including but not limited to Electric Sub-Station, transformer, space for DG set, space for pump rooms etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the parking area 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.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT :- Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to repair and maintain the Unit at his/her/their..... own cost, in good condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, 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 Unit and keep the Unit, 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. The Allottee(s) further undertakes, assures and guarantees that he/she/they..... would not put any

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signboard/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit 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 Unit. 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 association of allottees. The Allottee(s) 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(s) is entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project is general and this project in particular. That the Allottee(s) hereby undertakes that he/she/they..... shall comply with and carry out, from time to time after he/she/they..... has/have..... taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his/her/their..... own cost.


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18. **ADDITIONAL CONSTRUCTIONS:-** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the act. However, if the Act permits, the Promoter may undertake additional construction in the SCHEDULE "A" property.
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 Unit 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 Unit.
20. **THE JHARKHAND APARTMENT ACT, 2011:-** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment Act, 2011. The Promoter showing compliance of various laws/regulations as applicable in RERA, Jharkhand Building bye-laws.
21. **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) unit, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the payment plan. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement then the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the

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Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

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 said Unit as the case may be.


23. RIGHT TO AMEND :- This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

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(s) in not making payments as per Payment Plan 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

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and/or binding on the Promoter to exercise such discretion in the case of other Allottees. Likewise the Allottee(s)/PURCHASERS..... may its sole option and discretion waive the breach by the Promoter.


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(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area of the Unit bears to the total area of all the Units in the Project.

28. FURTHER ASSURANCE :- The 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

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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 alongwith Landowner at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/ (s).
30. 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 above. 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.
31. 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/their..... which shall for all interest and purposes to consider as properly served on all the Allottees.

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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 or under the provisions of the Arbitration and Conciliation Act, 1996.
34. The definition of carpet area is taken as per provision of RERA Act.
35. That the PURCHASERS..... hereby also agrees and undertakes to pay additional charges in respect of any extra facilities which shall be provided or requested to be provided by the PURCHASERS in the said building/Unit beyond the facilities as specified and agreed to be provided by the DEVELOPER.
36. That the PURCHASERS..... may, with the consent of the Developer nominate / assign any person/s in whose name the final deed of conveyance of "the Schedule "B" Property" shall be executed and registered at the Purchasers'..... Cost, and on such transfer being effected, the said nominee / assignee shall be bound by the terms and conditions of this agreement in the same manner and to the same extent as if this agreement was entered into by and between the Developer and such nominee/assignee.

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37. That it is hereby agreed between the PURCHASERS..... and the DEVELOPER that in case the PURCHASERS..... gets his/her/their..... Unit financed from any bank / financial institutions and subsequently this deal gets cancelled for any reason, whatsoever, then the DEVELOPER shall be bound first to repay the amount payable to the PURCHASERS..... to such bank / financial institutions with whom the PURCHASERS has/have..... mortgaged his/her/their..... Unit against / towards the liability of the PURCHASERS..... and the residue if any, shall be returned to the PURCHASERS.....
38. That this agreement has been prepared in two copies both the copies are true and exact copy of each other, both the parties shall retain one copy each.

"SCHEDULE - A"

"The Said Land"

All that piece and parcel of land of portion of Municipal Survey of **Khata No - 10, Plot No 109/A** and measuring an area of **22.22 decimals**, **Plot No 109/A-1** and measuring an area of **17.58 decimals** and **khata No - 17**, portions of **Plot No - 110** marked as **Plot No - 110A** measuring **9.80 Decimals** & **110B** measuring **38.58 decimals**, **khata No - 52,-Plot No - 111**, marked as **Plot No. - 111A** measuring an area of **9.51 decimals**. The total area is **97.69 Decimals** more or less in **Ward No 1** of **Ranchi Municipal Corporation, Ranchi** situated at-Village - **Chandwe**, P.S - **Kanke**, Thana.

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No. **190**, District - **Ranchi**, State - **Jharkhand** having permanent heritable and transferable Chapperbandi right, which butted and bounded as follows: -

North :- Road

South :- Road

East :- Kanke Road

West :- Plot No. - 139 and 140.

THE SCHEDULE "B" ABOVE REFERRED TO :

(The Unit, Proposed to be purchased by the Purchaser/s.....)

ALL THAT the Unit bearing No.on Floor in Block, having agreed Super Built-up area sq.ft. (more or less) corresponding carpet area of Unit is Sqft. (more or less) and balcony area Sqft with car Parking Space in Basement/Ground Floor..... together with undivided joint proportionate share in the schedule "A" land and undivided proportionate joint share in common areas and undivided joint interest for enjoyment of common amenities and facilities in "**SIGNATURE ONE**" as inherent in multi-storeyed buildings, butted and bounded as follows:-


North :

South :

East :

West :

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THE SCHEDULE "C" REFERRED TO ABOVE:

(Consideration)

The total price of the said Unit includes (A) undivided proportionate share in the land and (B) car parking space.

Price of the Unit Approx Sq.ft. Carpet Area	Rs.
...../- with car parking space	
Deposit for corpus fund	Rs. /-
Total	: Rs. /-
Payment Received up to Agreement	Rs. /-
Balance Amount Payable as per Schedule Agreed	Rs. /-
(GST/Other Taxes extra)	

THE SCHEDULE "D" ABOVE REFERRED TO

(Common portion/area)

Maintenance Charge payable by the PURCHASERS..... to the DEVELOPER or the Building Maintenance Committee shall includes the following proportional common charges.

1. All cost of Maintenance, operation, replacement, electric consumption charge, repairing, painting, decorating, redecorating, reconstruction, lighting etc of the common portion in the building including the outer walls.
2. The salary and other payments to the person employed for the common purposes including Durbans, Security persons, Sweepers, Plumbers, Electricians, Workman caretaker, liftmen etc.
3. Insurance premium of any for insuring the building.
4. All charges deposits supplies of common utilities to the Occupant in common.
5. Maintenance Charge of ground, generators, electrical panels, transformer etc.

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6. Municipal holding Taxes, other taxes, levies and demands in respects of the premises and the building those separately assessed on the PURCHASERS.....

7. Cost of allocations brought or defended in common for on behalf of the Occupants or on and issue in which the Occupants have common interest.

8. Cost of formation and operation of building Maintenance committee or Association.

9. Cost of taking Electric Connection in the name of Building Society/Building Maintenance Committee.

10. Any other change or changes to be decided or revised by DEVELOPER or maintenance committee.

11. AMC of any equipment or machinery used for common.

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

WITNESSESS:

1.

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2.

DEVELOPER /FIRST PART

ALLOTTEE/ SECOND PART