

AGREEMENT FOR SALE

THESE ARTICLES OF AGREEMENT EXECUTED AT RANCHI on ____-of _____

BETWEEN

M/S VASUNDHRA HOMES PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its Registered Office at B – 42, Jeevan Niketan, LIC Colony, Paschim Vihar, New Delhi – 110 087 and branch office at Balbir Villa, Ashok Nagar Main Road, P.S- Argora, Dist.- Ranchi through its authorized Director SHRI DHANESH KUMAR SINGH hereinafter referred to as the BUILDER of the ONE PART

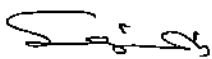
AND

~~Mr./ Mrs.~~ _____ S/W/D of _____
Jointly Mr./Mrs. XXXXX S/W/D of XXXX
Present Resident of: _____
Permanent Resident of: _____

Hereinafter referred to as the BUYER (S) of the OTHER PART.

Contd. to page 2

For VASUNDHRA HOMES PVT. LTD.


General Manager

WHEREAS

1. The Land in Schedule 'A' below (also known as 'the said land') belongs to

- I. Suresh Prasad Sahu, Prem Kumar Sahu, Binay Kumar Sahu, and Dinesh Kumar Sahu all sons of Late Dhalchand Sahu, owners of 19 decimals of land in R.S. Plot no. 1782 under khata no. 34,
- II. Smt. Krishna Devi wife of Lakhan Sahu and Vinay Sahu and Satish Sahu, both sons of Lakhan Sahu, owners of 90 decimals of land in R. S. Plot nos. 1781, 1735 and 1782 all under khanta no. 34, and
- III. Chhatradhari Sahu and Rameshwar Prasad Sahu @ Shiv Shankar Sahu both sons of Late Indra Narayan Sahu owners of 9.3 decimal of land in R.S. Plot no. 1782 under khata no. 34,

All residents of Village Argora, P.S. Argora, District Ranchi, (State of Jharkhand), Indian Nationals

AND WHEREAS, land in khata no. 34, in plot nos. 1735 (area 52 decimals), 1781 (area 48 decimals) and 1782 (area 1.72 acres), total 2.72 acres at village Argora, thana no. 207, P.S. Argora (previously P. S. Ranchi) District Ranchi are recorded in the R. S. records of rights in the names of khemlal Sahu, Jagarnath Sahu and Indar Narayan Sahu all sons of Late Ram Charan Sahu jointly having 3 shares (one share each) i.e., " Bahissa Barabar" and Om Nath Sahu and Mahanand Sahu both sons of Bali Sahu jointly having one share " Bahissa Barabar"(1/8th share each);

AND WHEREAS, the first Partition amongst the recorded tenants and their heirs was effected by Final decree passed by special Sub- Judge, Ranchi, on 13.09.1967 in Partition Suit no. 55/4 of 1956-58 which was filed by Chintamani Sahu son of Khemlal Sahu against jagarnath Sahu, Indar Nath Sahu and Khemlal Sahu;

AND WHEREAS, Khemlal Sahu, the defendant no. 3 in the aforesaid partition Suit no. 55/4 of 1956-58, and the predecessor – in- interest of the VENDOR nos. 1 to 4 was allotted amongst other lands, 19 decimals of land in Plot no. 1782, khata no. 34 at Village Argora, thana no. 207;

Contd. to page 3

For VASUNDHRA HOMES PVT. LTD.



General Manager

AND WHEREAS, Khemlal Sahu died leaving behind his only son Chintamani Sahu, as his only legal heir and successor;

AND WHEREAS, after the death of Chintamani Sahu his widow Muni Devi and three sons, namely Satyadeo Sahu, Sanjit Sahu and Dhalchand Sahu succeeded to his interest as his legal heirs and successors;

AND WHEREAS, in an Oral Family settlement held on 19.04.1971 amongst the above named heirs of Late Khemlal Sahu, the aforesaid 19 decimals of land in Plot no. 1782 under khata no. 34 was allotted to the share of Dhalchand Sahu;

AND WHEREAS, after the death of Dhalchand Sahu his 4 sons namely, Suresh Kumar Sahu, Prem Kumar Sahu, Binay Kumar Sahu and Dinesh Kumar Sahu, have inherited the said land which has been mutated in their names vide Mutation Case no. 1775/R27/2015-16 and they are paying rents to the State of Jharkhand regularly;

AND WHEREAS, Jagarnath Sahu, the defendant no. 1 in Partition Suit no.55/4 of 1956-58, was allotted amongst other lands 2.24 acre of land in Plot no. 1782, 34 decimals of land in plot no. 1781 and 52 decimals of land in plot no. 1735 all in khata no. 34 at Village Argora, Ranchi and he was also put in possession over the same;

AND WHEREAS, during his lifetime, Jagarnath Sahu effected a family partition amongst himself and his 6 sons by registered Partition deed no. 7347 dated 12.08.1969, wherein two out of his 6 sons, namely, Hari Prasad Sahu and Lakhan Prasad Sahu were allotted 1.12 acre of land each in plot no. 1782 under khata no. 34 at Village Argora Ranchi and they were put in possession over their respective share of land aforesaid;

AND WHEREAS, Lakhan Prasad Sahu, as the Seventh Party in the aforesaid partition dated 12.08.1969 effected by registered Partition deed no. 7347, was allotted 1.12 acre of land in plot no. 1782 under khata no. 34 at Mouza Argora, Ranchi.

AND WHEREAS, in another family settlement effected on 13.01.1987, between Jagarnath Sahu, his grandson Baijnath Sahu (son of Jai Prakash Sahu), and 6 sons, Tara Sahu, Shambhu Nath Sahu, Hari Prasad Sahu, Murat Sahu and Lakhan Sahu, it was clarified that instead of 1.12 acres of land in plot no. 1782 mentioned in Partition Deed no. 7347 dated 12.08.1969, Lakhan Sahu was allotted 1.12 acres of land in plot nos. 1782, 1735 and 1781 all under khata no. 34 of village Argora, thana no. 207, Ranchi over which he was also in actual physical possession;

Contd. to page 4

AND WHEREAS, Lakhan Prasad Sahu, his wife Smt. Krishna Devi and their two sons, Vinay Kumar and Satish Kumar entered in their family settlement which was reduced into writing on 27.05.2002 whereby while Smt. Krishna Devi was allotted 11 decimals of land in plot no. 1781, Vinay Kumar was allotted 25 decimals in plot no. 1782 and 26 decimals in plot no. 1735, likewise the younger son and Satish Kumar was allotted 26 decimals in plot no. 1735 and 25 decimals in plot no. 1782 all in khata no. 34;

AND WHEREAS, Smt. Krishna Devi and her sons, Vinay Kumar and Satish Kumar have got their names mutated in Register II with respect to the lands allotted to them aforesaid Vide Mutation Case no. 165/R27 of 1988-89 and they are paying rents to the State;

AND WHEREAS, Indar Nath Sahu alias Indra Narayan Sahu, the defendant no. 2 in the first Partition Suit no.55/4 of 1956-58 hereinabove was allotted amongst other lands 28 decimals of land in Plot no. 1782 in khata no. 34 at Village Argora, Ranchi and he was also put in possession over the same;

AND WHEREAS, Indar Nath Sahu alias Indra Narayan Sahu died leaving behind 6 sons, namely, Kamal Sahu, Chandra Bhushan Sahu, Dasrath Sahu, Chakravarty Sahu, Chhatradhari Sahu and Rameshwar Sahu as his legal heirs and successors;

AND WHEREAS, as per their family settlement held amongst the sons and legal heirs of Late Indar Nath Sahu alias Indra Narayan Sahu, his two sons, namely, Chhatradhari Sahu and Rameshwar Sahu, were jointly allotted and were put in possession over 9.3 decimals of land in plot no. 1782 under khata no. 34 of village Argora, thana no. 207, Ranchi and they have got it mutated in register II in their names vide Mutation Case no. 1781/27/2015-16 and since then they are paying rents to the State of Jharkhand;

AND WHEREAS, in the facts and circumstances mentioned hereinabove, the above named landowners are jointly owners and possess 1 acre and 18.3 decimals of land more fully described in Schedule A below and the Developer is developing the same into a Residential Apartment Known as "VASUNDHARA RADIANCE", consisting of one multi-storied Residential Building, one Club House, etc., as per the building plan sanctioned by Ranchi Municipal Corporation, Ranchi (R.M.C., Ranchi) vide B. C. Case no. BP02/2014/930 dated 17.06.2017.

2. The Builder being the promoters and developer of the aforesaid "VASUNDHARA RADIANCE" are developing the aforesaid Multistoried residential building on the said land and are entitled to dispose off the same at their own terms.

Contd. to page 5

For VASUNDHARA HOMES PVT. LTD.



General Manager


3. The Buyer has taken inspection of the documents and has otherwise satisfied himself about the right, title and interest of the Builder over such land and is also aware of the fact that the Builder has entered and are entering into separate agreements with several persons and / or parties who are interested in acquiring the proposed flats, parking spaces etc.
4. The Buyer has also inspected and / or otherwise satisfied himself about the building plans and is desirous of acquiring a flat / parking space in the said complex more fully described in the Schedule "B" hereto upon the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In this agreement unless it be contrary or repugnant to the context:
 - 1.1 "BUILDER" shall mean the Builder above named and its Promoters as also its executors, successors and / or successors-in-interest, assigns, representatives and nominee or nominees.
 - 1.2 "BUYER" shall mean and include:
 - (a) If the Buyer be an individual then his / her heirs, executors, administrators, legal representatives, successors and assigns.
 - (b) If the Buyer be a Hindu Undivided Family, then it's Karta and member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representatives and assigns.
 - (c) In case the Buyer be a Partnership Firm, then its partners for the time being, their respective heirs, executors, administrators, legal representatives and assigns; and
 - (d) In case the Buyer is a limited company, then its successor or successors-in-interest and assigns.
 - 1.3 "LAND" shall mean the said FREE HOLD LAND as fully described in the Schedule "A" of this agreement.
 - 1.4 "COMPLEX" shall mean all the flats, parking spaces, etc., to be constructed on the said land.
 - 1.5 "UNIT" shall mean any one flat with joint ownership of its floor, roof and walls as explained in the Schedule "B" of this agreement.

Contd. to page 6

For VASUNDHRA HOMES PVT. LTD.



General Manager

- 1.6 "BUILDING" shall mean the multistoried building in which the Buyer has purchased his unit and / or units.
- 1.7 "THE PLANS" shall mean the plans and designs of buildings to be constructed on the said land which has been duly approved by the authority including any variations therein which may subsequently be made by the Builder and Architect(s).
- 1.8 "PARKING SPACE" shall mean the open or covered space reserved on the demised land or in the building sufficient for parking of an Indian make car and / or a scooter, as described in the letter of allotment.
- 1.9 "ARCHITECT" shall mean M/S SMRITI ARCHITECTS, PATNA and / or such other person or persons and / or firms and / or company or companies whom the Builder may appoint from time to time as the architect for the said complex.
- 1.10 "HE OR HIS" shall also mean either she or her in case the Buyer is a female or it or it's in case the Buyer is a partnership firm or a limited company.

GENERAL TERMS & CONDITIONS

1. The Builder shall construct a complex over the said land described in the Schedule "A" hereunder in terms of the scheme framed by the Builder.
2. The Builder shall be entitled to make such changes, additions and / or alterations in the said plans as the exigency of the situation or circumstances shall warrant or require. The Builder shall be entitled to all permissible future vertical, and / or horizontal development / expansion of the said campus and the said building thereon, and for the said purpose submit and obtain sanction of revised plan from RMC/RRDA, if so required.
3. The brochure given at the time of booking was only for information. All the building plans, layouts, specifications, colour schemes etc. are tentative and subject to variation and modifications as may be decided by the architect / company. Accessories shown in the brochure's layout plan of the flats such as photo, picture, scene, furniture, cabinets, electric appliances etc. are purely indicative and not a part of sale offerings.
4. The Buyer agrees to acquire from the Builder the said flat hereinafter referred to as the said Unit or more fully described in the Schedule "B" hereunder for a total consideration as mentioned in **Part - I to Part - III** of the Schedule "C" hereunder written and the Builder has agreed to sell the same in favour of the Buyer at the said consideration.

Contd. to page 7

For VASUNDHRA HOMES PVT. LTD.



General Manager

- 4.1 The said total consideration has been calculated on the basis of super built-up area as detailed in **Part - I to Part-III** of the Schedule "C" hereunder written. In case any difference be found in the area of the flat at the time of taking final possession after completion of the building, the difference in consideration amount shall be adjusted accordingly. The certificate of the Architect in respect the super built up area of the unit in Schedule 'B' shall be final and binding on both the Buyer and Builder.
- 4.2 The said total consideration in Part – I to Part – III of the Schedule 'C' shall be subject to escalation so as to cover the increase in costs of materials and labour during the period of construction and shall be paid by the Buyer before taking possession of the Unit. However escalation upto the maximum of 5% of the basic cost of the said Unit will not be charged.
- 4.3 The said total consideration shall be paid by the Buyer to the Builder as and the manner set out in **Part-II to Part-III** of the Schedule "C" hereunder written.
- 4.4 The said total consideration as mentioned in **Part – I to Part – III** of schedule "C" is inclusive of income tax but is totally exclusive of all other taxes & royalties and service charges like sales tax, purchase tax, service tax, excise, professional tax, municipal taxes etc. any taxes other than Income tax if levied and charged by the state or Central Government authority shall be payable by the Buyer.
- 4.5 The prices are exclusive of service tax / G.S.T. which was made applicable /will be made applicable by the Central Government and the buyer agrees to pay the said service tax / G.S.T. as and when demanded by the Central Government Department.
- 4.6 In case any sales – tax, purchase –tax or any other Government duty or tax (not being Income tax) is payable in relation to the said unit or the said complex, the same shall be on the account of Buyer and / or the Buyer of other Units as the case may be and undertakes to keep the Builder indemnified against any such claim or demand that may be made by the authority.

Contd. to page 8



5. The Buyer shall make timely payment of all amounts under, this agreement whether demanded or not by the Builder in default of payment of any amount in time, the Buyer shall pay to the Builder interest @18% per annum compounded every month on, all the amounts which become due and payable by the Buyer to the Builder under the terms of this agreement. It is specifically agreed that time of payment of the consideration amount by the Buyer to the Builder as set out in **Part-II to Part-III** of the Schedule "C" hereunder written, shall be essence of this agreement.

6. On the Buyer not clearing all his dues along with interest @18% per annum within 30 days from the date the said amount become payable and / all committing default in payment on due date under this agreement twice and / or on the Buyer, committing breach of any of the terms and conditions here-in-contained, the Builder shall be entitled at its own option to cancel and terminate this agreement in which event all rights, title and interest of the Buyer over the said unit shall stand extinguished and the Buyer shall have no future right, title and interest over the said unit and the Builder shall be entitled to transfer the said unit to any other person. The Builder apart from interest @18% per annum on all delayed payments, shall also be entitled to liquidated damages of 5% of the cost of unit from making such appropriation shall refund the balance amount to the Buyer within 180 days from the date of such termination. It is agreed by and between the parties that the liquidated damages of 5% as aforesaid are just, proper and reasonable.

7. As soon as the said unit agreed to be acquired by the Buyer is completed the Builder shall notify to the Buyer of the said unit having been completed.
 - 7.1 Within 15 days of the date of notice given to the Buyer by the Builder, the Buyer shall take possession of the said unit after full payment and / or deposit of all amounts becoming due by the Buyer to the Builder under this agreement.

 - 7.2 The Buyer for the purposes of clause 7.3 given in the following paragraphs, shall be deemed to have taken possession of the said unit on the 15th day of the date of the notice of completion thereof as aforesaid (and such 15th day hereinafter called "date of possession") irrespective of whether the Buyer takes actual physical possession thereof or not.

 - 7.3 After the date of delivery of possession and / or "the date of possession" of the said unit to the Buyer, whichever be earlier the same shall be at the risk and responsibility of the Buyer.

Contd. to page 9

- 7.4 If even after the 15th day of " the notice to take possession" the Buyer fails to make full payment as aforesaid and take the delivery of possession, the Builder shall be entitled to terminate this agreement and sell the said unit at the entire risk and cost of the Buyer and the Buyer shall be liable to pay full costs, charges and expenses that may be incurred by the Builder in connection with such sale and interest @ 18% per annum stipulated in clause for above, along with liquidated damages @5% as stipulated in clause 5 above.
8. Provided that the entire consideration amounts and deposits etc., due by the Buyer to the Builder under this agreement are paid to the Builder and the Buyer performs all the terms and conditions and stipulation contained herein to be performed and observed, the Buyer shall be entitled to peacefully possess and enjoy the said unit without any interruption by any person or persons lawfully or equitably claiming for under or in trust for the Builder.
- 8.1 After occupation, the Buyer shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the Builder. The Buyer shall keep the common area and the compound of the Building and the said complex neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep and store any goods, furniture, etc. in the common spaces, entrances, stair – cases, etc. nor shall use the same or the said unit for any illegal purpose or in the manner which may cause annoyance to the Buyers of the other Units in the Building or the complex.
- 8.2 For any common structure between the Buyers like common wall, common roof slab and common floor, the Buyer hereby covenants that they shall not create, act or perform any such act which shall create disturbance or destruction of the common structure of his neighbour Buyer who shares the said common structure with him. In case of any dispute between the Buyers it shall be settled as per decision of Builder / Office bearer of Owner's society and it shall be binding on both the Buyers.
- 8.3 The fitting, fixtures and amenities to be made and provided by the Builder shall generally conform to the specifications detailed in Schedule "D" hereunder or as may altered and / or amended by the Architect. It being agreed that after the Date of Possession and / or the delivery of Possession whichever be earlier, the Buyer shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the Builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.

Contd. to page 10

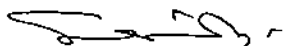
For VASUNDHRA HOMES PVT. LTD.



General Manager

9. From the date of possession as explained in Clause 7.3, the Buyer agrees to and undertakes to pay the maintenance charges as fixed by the Builder or the Owners Association.
- 9.1 In default of such payment: -
- (a) The Buyer shall be liable to pay interest @18% per annum compoundable every month from the date of the default upto the date of payment.
- (b) The Builder in addition to its right to claim and recover interest shall be at liberty after 3 months of continuous default by the Buyer in payment of maintenance charges plus service charges to withdraw all utilities and facilities including electricity, water and other amenities to the said Unit until such time the Buyer makes payment of such proportionate charges together with all outstanding interest.
- 9.2 Until such time the conveyance of the entire complex is executed as hereinafter stated, the Buyer irrevocably agrees to abide by all the rules and regulation framed or to be framed at any time and from time to time by the Builder and generally do all and every act that the Builder may call upon the Buyer to do in the interest of the building and / or the complex and the Buyers of the other Units in the building or the said complex.
- 9.3 The Buyer further agrees and undertakes that the Buyer shall always be bound to sign all papers and documents and to do all other things as the Builder / co-operative housing society may require from the Buyer from time to time in behalf for safe guarding the interest of society / complex.
- 9.4 In case of joint buyers, any communication concerning this agreement shall be sent to buyers whose name and address appear first and such communication shall for all purposes be considered as valid services on all the buyers. No separate communication will be necessary to the other named buyer. The buyer, first named, is responsible to inform the developers by Registered Post about all subsequent changes in the address.
- 9.5 The Buyer further covenants and agrees that if the Buyer is found to be habitual defaulter in payment of proportionate share in the common expenses detailed in clause 9 above, or if the Buyer in any way fails to perform and observe any of the stipulations on the Buyer's part to be observed or performed, the Builder after giving warning or warnings as the Builder may

Contd. to page 11



deem fit, may enter upon and resume possession of said unit agreed to be acquired hereunder. And every thing whatsoever thereon and this agreement shall automatically cease and stand terminated and deposit money or moneys already paid by the Buyer to the Builder shall stand absolutely forfeited to the Builder and the Buyer hereby further agrees to lose and forfeit all rights, title and interest of possession and enjoyment of the said Unit and shall be liable to immediate ejection as a trespasser and the Builder shall be entitled to sell of the said Unit at the risk and cost of the Buyer and after adjusting full costs, charges expenses incurred in connection with such sale and interest @ of 18% per annum and 10% of the said sale price towards service charges, the balance, if any shall be paid to the Buyer within 180 days of the date of receipt of full payment for the said unit from the purchaser of the said unit.

- 9.6 The Buyer shall before occupation of the said Unit maintain with the Builder a deposit calculated @ Rs. 10/- per sq. feet of the demised / super built-up area specified in he Schedule " C" hereunder as security for the due payment of his proportionate share of outgoings stated herein above. The said deposit shall not carry any interest. The Builder shall provide maintenance services to the buyer till the society is formed. Expenses incurred by the Builder on account of the above shall be deducted from the above deposit and the balance will be handed to the society only. In case expenses incurred by the Builder on account of the above exceeds from the above deposits, the Buyers shall deposit the excess amount to the Builder in proportion to their shares decided on the basis of super Built-up area as specified in schedule "C"
10. The Buyer shall carry out all internal repairs of his said Unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and Bye-laws of the Municipal Corporation shall not do or suffer to be done anything in or upon the said Unit or the said Building or the said Complex which may be against the rules and Bye-laws of the Corporation or any other local authorities and the Buyer shall be responsible to Municipal Corporation or any other local authorities for anything done in connection with the said Unit and / or the said Building and / or the said Complex and shall be liable for the consequences thereof. The Buyer shall also always keep the Builder indemnified from all losses and payments which the Builder may hereto suffer or have to pay on the Buyer's behalf at any time in future.
11. The Builder shall have the first charge and lien on the said Unit to be acquired by the Buyer in respect of any amount liable to be paid by the Buyer under the terms and conditions of this agreement and the Buyer shall not sublet, transfer, assign, sell, part with possession or in any way dispose off the said Unit or his interest therein or under without taking registry of the said unit in his name and the Buyer agrees for the same.

Contd. to page 12

12. Notwithstanding anything to the contrary elsewhere herein contained the Builder may at its option and on receipt of full consideration for all Flats and Parking spaces, etc., form Co-operative Housing Society / ies, Limited Company / ies or Association / s of the Buyers of all such flats.

In such events:-

- (a) The Buyer agrees to become a member of such Co-operative Housing Society / ies, Limited Company / ies or Association / s.
 - (b) The Buyer shall pay for the entrance fees and / or face value of the shares of such Co-operative Housing Society / ies or Limited Company / ies or Association / s as may be allotted or registered in the name of the Buyer. The Buyer also agrees to pay Proportionate costs, charges and expenses relating to and / or incidental to the formation of such Co-operative Housing Society / ies, Limited Company / ies or Association / s.
 - (c) The Buyer shall have no right, title or interest of any nature whatsoever in the common areas save for the purpose of ingress, right of easement, common right of use and enjoyment.
 - (d) All amount paid and / or to be paid herein by the Buyer to the Builder shall be paid and be deemed to be the payment towards the proportionate land value and construction costs of the said unit.
 - (e) The Buyer also agrees and undertakes to sign all the necessary documents required for the purpose of formation and / or registration of such Co-operative Housing Society / ies or Limited Company / ies or Association / s.
- 12.1 For the purpose of formation of Co-operative Housing Society / ies or Limited Company / ies or Association / s, the Buyer hereby nominates, constitutes and appoints the Builder as its true and Lawful attorney to do all acts, deeds and things as may be necessary for the same and agrees to grant such other powers and / or authorities in favour of the Builder as may from time to time be required by the Builder.
- 12.2 The Buyer hereby agrees to observe and perform all rules and regulations which the said Co-operative Housing Society/ ies, Limited Company / ies or the Association / s may adopt at its inception and from time to time and at all

Contd. to page 13




times for protection, maintenance, observing and conforming to the Building rules, the Municipal Bye-laws, and regulations in force and for strict observance of the various stipulations and conditions laid down by the said Society / ies or Association / s relating to the use and occupation of the said Complex.

- 12.3 In the event of the Co-operative Housing Society / ies, Limited Company/ ies or the Association /s being formed and registered before the sale disposal by the Builder of all the Units including parking spaces in the said complex, the powers and authorities of the said Society / ies, Limited Company / ies or Association / s so formed shall be subject to the overall authority and control of the Builder in any of the matters concerning all the buildings in the said complex, the construction and completion thereof and all amenities as pertaining to the same and in particular the Builder shall have absolute authority and control as regards the unsold units and the disposal thereof and the Buyer either directly or through the Co-operative Housing Society / ies, Limited Company / ies or the Association / shall not be entitled to object to the Builder exercising such rights.
- 12.4 The Buyer hereby further agrees and covenants with the Builder that all the rights, title and interest of the Builder under this agreement shall pass to the said Co-operative Housing Society / ies, Limited Company / ies or the Association / s from the date or dates from which the Builder specially transfer such rights, title and interest under this agreement. It is specifically understood and agreed that in order to safeguard its interest; the Builder may at its sole discretion transfer such rights, title and interest in part or parts at different stages and on different dates.
13. The Builder covenants with the Buyer that the construction of the said Building shall be completed by **June 2021** with a grace period of nine months provided however, that the time of completion shall be deemed to have been extended in the event of non-availability of building materials or delay in receipt of installments of the consideration amount from the Buyer or Buyers of the other Units and / or delay due to any reasons beyond the control of the Builder and "Force-Majeure" such as earthquake, flood, riot, war, civil commotion, recession, plants malicious damages, fire, tempest, litigation, order of the court, R.R.D.A. / R.M.C. strike, lock out or any other act or omission which are beyond the control of the Builder concerned in such case the loss of such time shall be added automatically with the stipulated period.

Contd. to page 14

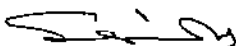
For VASUNDHRA HOMES PVT. LTD.



General Manager

- 13.1 Same as provided herein, if the Builder is not able to give possession of the said unit to the Buyer on the above account or on account of any reasonable cause the Buyer shall not be entitled to any damages whatsoever, but he shall be entitled to receive back the entire money paid by him to the Builder towards consideration of the said unit together with simple interest thereon calculated @6% per annum from the date of such payment or payments until the date of repayment by the Builder.
- 13.2 The Buyer covenants with the Builder and through them with the Buyers of other units that he shall not demolish or cause to be demolished any part of the said building or any part or portion of the other buildings nor shall he at any time make or cause to be made any new construction of whatsoever nature in the said building or in the said complex or any part thereof. The Buyer further covenants that he shall not make any addition or alterations to the said unit without the previous consent in writing of the Builder and the local authority which controls the development of this land / area.
- 13.3 The Buyer covenants that no alteration or addition of any kind can be made to the exterior of the structure, walls, common walls or landscaping of said building nor can the buyer make any boundary wall or construction in the open area left in the campus. The buyer is bound not to make any changes in visible portion of flats such as external face of balcony, window and wall in exterior design, elevation and color scheme and painting of the said building / complex.
14. The Buyer of unit shall have no claim except in respect of the said unit hereby agreed to be acquired and detailed and explained in the Schedule "B" hereunder given, it being agreed that all common spaces in building i.e. lobbies, staircases etc. of all the multistoried buildings in the said complex shall remain the exclusive property of the Buyers of the unit and unsold unit / area in the said complex shall remain the exclusive property of the Builder.
15. All costs, charges and expenses subject to maximum of Rs. 30,000/- (Rupees Thirty Thousand only) in connection with the costs of the preparing, executing and registering of the Agreement or Agreements, conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the Builder for preparation and approval of such documents shall be borne by the Buyer.
- 15.1 The stamp duty, registration charges and other charges, if any, applicable at the time of registry in respect of the said unit shall be borne and paid by the Buyer and that the Builder shall not be liable to contribute anything towards such expenses. Such expected costs, charges and expenses, shall be payable in advance by the Buyer on

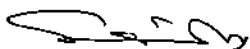
Contd. to page 15



demand being made by the Builder in this regard. The Buyer shall be solely responsible for registration of his allotted unit with the concerned Registrar / Sub-registrar.


16. In case any security or deposit is demanded by the Electricity Authorities, Municipal Authorities or any other local authority for supply of electricity, water, gas or any other facility or utility or amenity, the Buyer shall contribute towards such security or deposit as shall be determined by the Builder.
17. Any delay by the Builder in enforcing the terms of this agreement or any forbearance or giving of time by the Builder to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by the Buyer nor shall the same in any manner prejudice or limit the rights of the Builder.
18. All letters receipt and / or notices issued by the Builder and dispatched under Certificate of Posting to the above address or such other address as may be intimated by the Buyer shall be sufficient proof of receipt of the same by the Buyer on the 7th day from the date of dispatch.
 - 18.1 In case of joint buyers, any communication concerning this agreement shall be sent to buyers whose name and address appear first and such communication shall for all purpose be considered as valid services on all the buyers. No separate communication will be necessary to the other named buyer. The buyer, first named, is responsible to inform the developers by Registered Post about all subsequent changes in the address.
 - 18.2 The Buyer hereby agrees that the Builder shall be entitled to create equitable or any legal mortgage of the land and building in the complex either in full or in part for either obtaining loan for itself from any bank or institution or any third party for the purpose of construction of the said building and / or the said complex or for facilitating and / or arranging loan for the Buyers of the said complex from any bank or financial institution.
 - 18.3 The Builder hereby agrees to return all loans and interest thereon, if obtained by the Builder for itself for the purpose of financing the constructions before the final conveyance of the complex to the Buyers of the unit. It is however, agreed by and between the Buyer and the Builder that the Builders shall not be responsible in any manner whatsoever, in respect to the loan or loans arranged for by the Buyer and / or the Buyers of the units as aforesaid for acquiring the same and the Buyer and / or the Buyers alone shall be responsible for the timely repayment of the same.

Contd. to page 16



- 18.4. The Buyer hereby agrees and undertakes to furnish sign and verify all the papers and documents as and when required by the Builder for assisting the Buyer in obtaining loans from banks or financial institutions. The Buyer further agrees and hereby irrevocably authorises the builder to receive all loan amounts for and / or on behalf of the Buyer and to retain all such loan amounts as and when received towards existing and / or future installments payable by the Buyer as detailed and set in Part III of the Schedule "C" hereunder written.
19. In case the Buyer has observed and followed all the terms and conditions of this agreement and gives a written notice to cancel this agreement, then in that event the Builder shall cancel this agreement and after deducting 5% of the total consideration amount for the said unit from the amounts received from the Buyer till that date, refund the balance amount to the Buyer within 180 days from the date of such cancellation. However, the Buyer shall be entitled to exercise this option within a period of six months from the date of this agreement where after this clause shall automatically be deemed to have become inoperative and unenforceable.
20. In case any dispute or difference arises: -
- (a) In case of any breach of any of the terms and conditions of this agreement or if any inability of the buyer to perform his / her / their part of the contract, the developer shall be entitled to forfeit the 5% of booking amount paid by him / her / them and balance amount if any, shall be refunded to the buyer without any interest.
 - (b) Before the delivery of possession and / or the date of possession between the Builder and the Buyer relating to the interpretation of any of the terms and conditions of this agreement, then the same shall be referred to the arbitration of the Architect. Such arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - (c) After the delivery of possession and / or the date of possession in case any dispute arises due to matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the Buyer and any employee of the Builder or any other Buyer or Buyers of the other unit or units, all such matters shall be referred to the arbitration of the Builder or to the nominee or nominees of the Builder. Such arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be final and binding upon all.
21. The court having original jurisdiction in the town of Ranchi alone shall have the jurisdiction in all matters relating to or arising out of this agreement.
22. All other agreement and / or arrangements or letters, assurances written, oral or implied hereto before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.

Contd. to page 17



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE AGREEMENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, EXECUTED & DELIVERED

1. **NAME, ADDRESS AND SIGNATURE OF BUILDER :**
VASUNDHRA HOMES PVT. LTD.

DHANESH KUMAR SINGH
(DIRECTOR)
Balbir Villa, Near Gate No. 2,
Main Ashok Nagar Road, Ranchi 2.

2. **NAME, ADDRESS AND SIGNATURE OF BUYER(S) :**

(i)

(ii)

NAME, ADDRESS AND SIGNATURE OF WITNESSES:

(i)

(ii)

For VASUNDHRA HOMES PVT. LTD.



General Manager

THE SCHEDULE 'A' ABOVE REFERRED TO

All that piece and parcel of free hold land of residential complex "VASUNDHARA RADIANCE" measuring 1.183 Acres at Village Argora, R.S. Plot No.1735,1781 & 1782, Khata No.- 34, Thana No.-207, Thana- Argora, Disst. – Ranchi, Jharkhand .

North - Plot No. 1782 (Part)
South - Plot No. 1735 (Part)
East - Plot No. 1778
West - Plot No. 1783

For VASUNDHRA HOMES PVT. LTD.


General Manager

THE SCHEDULE "B" ABOVE REFERRED TO

1. All that Flat No. _____ (**Radiance**) (3 Bed Room) on _____ **Floor** having super built up area of _____ sqm. equivalent to _____ sft., bounded by :

(a) North direction: _____ (b) South direction: _____

(c) East direction: _____ (d) West direction: _____

in "**VASUNDHARA RADIANCE**" having more or less which shall be aggregate of the following :-

(a) Carpet area comprised within the said unit. However, the roof of the said unit be used both as roof of the said unit as well as the floor of the unit or units constructed above it. Similarly the floor of the said units shall be used both as the floor of the said units as well as the roof of the unit or units below it and the roof and the floor of the said roof belong jointly to the Buyer and Buyers of the other units directly above and below the said unit.

(b) Area of the walls and columns, if any, within and outside the said unit and the wall or walls separating the said unit from the other units on the same floor which shall belong jointly to the Buyer and Buyer or Buyers of the other unit or units and in which case 50% (fifty percent) of the common walls shall be taken into account.

(c) Undivided proportionate share in the common space in the multistoried building like stair-case and stair-case landings on all the floors, roads, common electrical meter room, common passage and lobby on all floors, common toilet, machine room as well as water pump rooms, Club House, Society Office in the said complex.

(d) After the life of the Building or incase of demolition of the Building all the flat owners shall get the proportionate share of the freehold said land.

2. **ONE** number reserved car parking space (covered) in ground floor / lower ground floor.

PART - I OF THE SCHEDULE "C" ABOVE REFERRED TO

1. Consideration for the said flat with 1 No. parking and common amenities shall be Rs. _____

Contd. to page 20

For VASUNDHRA HOMES PVT. LTD.


General Manager

PART - II SCHEDULE "C" ABOVE REFERRED TO
PRICE VARIATION ADJUSTMENTS.

The price as stated in Part I above is based on the steel, cement and other materials and labour cost as on the date of booking and the same is deemed in the case of materials element to be related to the whole sale price index for all commodities and in case of labour element on the basis of daily labour wages of unskilled workers as in case of any variation in price of

(1) cement (2) steel (3) Minimum Wages Act (4) index nos. The prices shall be subject to adjustment up or down in accordance with the following formulate:

1. Variation due to steel

$$VS = 0.70 \frac{P \times K1 \times (S1-S0)}{100 \quad S0}$$

2. Variation due to cement

$$VC = 0.70 \frac{P \times K2 \times (C1-C0)}{100 \quad C0}$$

3. Variation due to labour

$$VL = 0.70 \frac{P \times K3 \times (L1-L0)}{100 \quad L0}$$

4. Variation due to other materials

$$VM = 0.70 \frac{P \times K4 \times (11-10)}{100 \quad 10}$$

$$V = VS + VC + VL + VM$$

WHERE

- V = Total variation of cost payable in Rupees.
 VS = Amount of price variation adjustment due to steel price in Rupees.
 VC = Amount of price variation adjustment due to cement price in Rupees.
 VL = Amount of price variation adjustment due to labour price in Rupees.
 VM = Amount of price variation due to other materials component in Rupees.
 K1 = Percentage of steel components which is considered as 20%
 K2 = Cement components which is considered as 20%.
 K3 = Percentage of labour components which is considered as 30%.
 K4 = Percentage of the balance material component which is considered as 30%.
 P = Pro-rate cost of work during the quarter under consideration.
 S1 = The average price of steel prevailing in the relevant quarter, per M. T.
 S0 = The average basic price of steel considered i.e. Rs. 42,000/- per M. T.
 C1 = The average price of cement prevailing in the relevant quarter
 C0 = The basic price of cement considered i.e. Rs. 270/- per bag.
 L1 = Average daily minimum wages for unskilled workers prevailing in the relevant quarter
 L0 = Basic daily minimum for unskilled workers as on date of booking i.e. Rs. 250/- per day
 11 = The average index no. of all Indian whole sale price in case of all commodities prevailing during the relevant quarter.
 10 = The All India whole sale price index for all commodities prevailing at the date of booking
 N.B. It has been assumed that the total work will be completed in 12 (Twelve) quarters

Contd. to page 21

For VASUNDHRA HOMES PVT. LTD.



General Manager

PART III: OF THE SCHEDULE "C" ABOVE REFERRED TO**I. PAYMENT SCHEDULE**COST ON ACCOUNT OF FLAT NO. _____ **Radiance, (3 Bed Room)** on _____ **Floor**

a)	Cost of the flat (_____ Sft. Super Built up area With 1 No. Parking)	Rs.	_____
b)	Cost of Generator connection for 1000 Watt	Rs.	_____
c)	Cost of Meter connection (Single Phase/ Three Phase)	Rs.	_____
d)	Club House Membership Charge	Rs.	_____
e)	Cost of Maintenance deposit	Rs.	_____
	Total	Rs.	_____

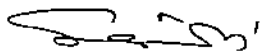
II. **TOTAL PAYMENT RECEIVED TILL DATE:** _____ **Rs.** _____III. **BALANCE PAYBLE AS FOLLOWS** _____ **Rs.** _____

Stages of Payment	Instalment Amount	Service Tax Amount (applicable on date)
Sub Total :		

Grand total:**Rupees :** _____ --**NOTE: (i) GST & any other taxes/levies, as applicable, will be charged extra .**

Contd. to page 22

For VASUNDHRA HOMES PVT. LTD.



General Manager

SCHEDULE "D"

1. Structure : R.C.C. Frames with brick work in cement mortar as per Design and Specification of structural consultants.
2. Chowkhats : Door Frames (Chowkhats) of **HARD WOOD** of Size 5 x 2 1/2" Section with **BEADING**.
3. Entrance door : Entrance door shutter of **35 mm THICK ISI** mark one side **TEAK** with **BEADING** and finished with natural polish.
4. Other doors : **32 mm THICK ISI** mark flush door shutters, painted with two Coats synthetic enamel on a coat of primer.
5. Windows : Fully glazed **ALUMINIUM/WOODEN WINDOW**.
6. Flooring : (a) **VITRIFIED** Flooring in all Bedrooms & Drawing & Dining Spaces.
(b) Ceramic Tiles in all Balcony.
7. Kitchen : (a) Flooring : **CERAMIC** tiles.
(b) Working Platform : **GRANITE** / slab platform.
8. Dining Space : One number ISI mark **HINDWARE / CERA** or equivalent white colour hand wash basin .
9. Bathroom : (a) Flooring : **CERAMIC** tiles.
(b) Walls : **DESIGNER BATHROOM CONCEPT** tiles up to 7' height.
(c) Sanitary ware : White glazed vitreous sanitary ware of ISI mark **HINDWARE/ CERA** equivalent.
10. Electrical : (a) All internal wiring in concealed conduits with **COPPER WIRES**.
(b) All electrical **MODULAR** switches and accessories of **ANCHOR/ CONA**.
(c) Adequate lighting / power points sockets, outlets etc. provided in each room.

Contd. to page 23



11. TV / CABLE & Telephone supply : One T.V. point in all room and one telephone plug provided in Drawing room and Master bedroom.
12. Internal wall finish : All internal walls shall be finished with **PLASTER OF PARIS PUNNING** on plastered surface.
13. External wall finish : Exquisitely designed classical exterior finish with **SANDEXTMATT / ICI / DULUX / ASIAN** paint.
14. Parking area Flooring : **PAVER INTERLOCKING/CHEQURED TILES.**
15. Stair landing & entrance: **MARBLE TILES / STONE** flooring as advised by our architect.
16. Water proofing treatment: Water proofing of top slab by **WET ROOF METHOD.**
of top floor
17. Overhead water tank : Overhead water tank adequate capacity with inside of walls & floors of tank done with **CAST - IN - SITU** mosaic.
18. Boring and tube well : Boring & tube well of adequate capacity by direct / reverse circulation machine with adequate size KSB make submersible pump.
19. Generator : **KIRLOSKAR / CROMPTON GREAVES / ASHOK LEYLAND** or equivalent **SILENT GENERATOR** of adequate capacity.
20. Lift : **KONE / OTIS / THYSEEN ELEVATOR.**

