

Cantonment, Thana no. 157, Khata No. 146, Plot no. 138 area measuring 9.5 decimals and Khata no. 158, Plot no. 139 area measuring 6.5 decimals from Smt. Laxmi Devi vide deed no. 6908 dated 01-06-1982.

Shri Pankaj Kumar inherited a piece of land at Mauza Cantonment, Thana no. 157, Khata no. 146, Plot no. 138 area measuring 2 decimals and Khata no. 158, plot no. 139, area measuring 3 decimals from his father Shri Sitaram Prasad and his name is entered in Register II on page no. 185 volume XIX. Shri Sitaram Prasad purchased this piece of land from Shri Sunil S. Antony vide deed no. 10535 dated 10-07-2001 and now, therefore the said LANDOWNERS became the absolute owners in possession of the land admeasuring 41.00 decimal. (Hereinafter referred to as the 'SAID LAND').

- B. That the residential/commercial building plan of the aforesaid land was sanctioned by HAZARIBAGH MUNICIPAL CORPORATION vide B.C case no. HMC/BP//0101/W10/2023 dated 05-10-2023 (hereinafter referred to as the "sanctioned plan")
- C. That the LANDOWNER and the PROMOTER have entered into the Development Agreement registered vide deed no 2024/HAZ/452/BK1/438 dated 18/01/2024 at the Office of the District Sub-Registrar, Hazaribagh for purpose of building a residential cum commercial multi-storeyed building over the "SAID LAND" and the said project shall be known as "SHRINIDHI ENCLAVE" hereinafter referred to as the "SAID PROJECT".
- D. The Hazaribagh Municipal Corporation has granted the commencement certificate to develop the project vide approval bearing number HMC/BP/0101/W10/2023 Dated 05/10/2023.
- E. The promoter has obtained the final layout plan approvals for the Project from Hazaribagh municipal corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws applicable.
- F. The Promoter has registered the project under the provision the Act with the Real Estate Regulatory Authority at Jharkhand on 00/00/00 under registration number JRERA/PROJECT/000/2024.
- G. The Allottee applied for the purchase of a Residential unit in the SAID PROJECT and has been allotted Residential/Commercial Unit No. xxx on xx Floor having carpet area of xxxxx square feet (more or less) along with one car parking space of "SHRINIDHI ENCLAVE" the ("SAID PROJECT") by the PROMOTER.
- H. That the Allottee hereby confirms and declares that the Allottee has already inspected all the documents, made searches and inspection with respect to the scheduled A and Schedule B properly and thoroughly examined the building plans the specifications of the construction of the "Said Project", the right and title of the promoter under the Development Agreement and being fully satisfied thereto have entered into this agreement for sale.

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Pankaj Kumar
PARTNER

- I. The Parties have gone through all the terms and conditions set out in this Agreement for sale and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement for Sale with full knowledge of all the laws, rules, regulations, notifications, etc. Applicable to the "SAID PROJECT".
- J. That 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 for sale and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the Parties, the Promoter hereby Agrees to sell and the Allottee here by agrees to purchase the said Unit.

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

1. TERMS:

1.1) Subject to the terms and conditions as detailed in this Agreement for Sale, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the residential Unit as specified above.

1.2) The Total Price for the Residential/Commercial Unit based on the super built up area is Rs.-----/-(-----Only) as detailed below-

Name and Address of the "SAID PROJECT"	'SHRINIDHI ENCLAVE" Korrah Road, Hazaribagh	
Residential/Commercial Unit No.	_____	
FLOOR	_____	
CARPET AREA	_____	Sq. Ft.
AMOUNT	_____	/-
TAXES (C.G.S.T.@2.5%)	_____	/-
TAXES (S.G.S.T. @2.5%)	_____	/-
TOTAL AMOUNT	_____	/-

Explanation:

- (i) The total price above includes the booking amount paid by the Allottee to the promoter towards the said Residential/Commercial Unit.

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- (ii) The total price above includes the tax (GST) payable by the Allottee with respect to the said unit provided that in case there is any change /modification in the rate of taxes either existing or as applicable from time to time if any other tax/ taxes are levied or imposed by the State and/or Central Government the subsequent amount payable by the Allottee shall be increased/reduced based on such change/ modification.
- (iii) The Promoter shall periodically intimate to the Allottee the amount payable as mentioned in the payment plan Schedule "C" below and the Allottee shall make such payment within 30 (Thirty) days from the date of issue of such written intimation by the promoter in addition the promoter shall provide to the Allottee the receipt of such payments made by the Allottee.
- (1.3) The aforesaid total price escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (1.4) The Allottee shall make timely payment as per the payment plan set out in schedule C (hereinafter referred to as the "Payment Plan").
- (1.5) The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at the rate as mutually decided between the Promoter and the Allottee for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to revision/withdrawal, once granted to an Allottee by the Promoter.
- (1.6) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plan, layout plan with respect to the said Unit or the said building, as the case may be without the consent of the Allottee. Provided that the promoter may make such minor additions or alternations as may be required by the Allottee, or such minor changes or alternations as may be as per the provisions of the Act.
- (1.7) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is completed and the completion certificate/occupancy) certificate (as the case may be) is granted by the competent authority, by furnishing details of the change, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by Allottee within forty-five days with annual 9% P.A. from the date when such an excess amount was paid by the Allottee if there is any increase in the carpet area allotted to Allottee, the Promoter shall demand the additional amount with annual interest @ 9 % P.A. from the Allottee. All these

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monetary) adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- (1.8) Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee Shall have the right to the Residential/Commercial unit as mentioned below:
- (i) The allotted have exclusive ownership of the Residential/Commercial Unit as mentioned in schedule B and car parking space shall be provided to the Allottee of the said residential unit only for the purpose of car parking.
 - (ii) The Allottee shall also has right casement in the common Areas. The maintenance staff etc. Without causing any inconvenience or hindrance to them further, the right of the Allottee to common areas shall always be subject to the timely payment of maintenance charges and other charges as Applicable.
 - (iii) That the computation of that the computation of the price of the Residential/Commercial Unit includes standard features/specifications as mentioned the Schedule D Below to be provided by the promoter with respect to the said Unit.
- (1.9) it is made clear by the Promoter and the Allottee agrees that the said Residential/Commercial Unit shall be treated as a single indivisible Unit for all purposes. It is clarified that the 'Said Project's' facilities and amenities as per building Plan sanctioned by Hazaribagh Municipal Corporation, Hazaribagh shall be available Only for use and enjoyment of the Allottee of the Project.
- (1.10) The Promoter agrees to pay the outgoing before transferring the physical Possession of the Residential/Commercial Unit to the Allottee, which it has collected From the Allottee, with respect to municipal taxes, water taxes, (if any). If the Promoter fails to pay the said outgoings collected from the Allottee before transferring the said Unit to the Allottee, the Promoter agrees to be liable even after the transfer of the property, to pay such outgoings and penal charges, if any to the said authority.
- (1.11) The Allottee has paid the sum of Rs. /- (Only) as booking amount through RTGS/cheque.no.- of Bank being part payment towards the purchase of the Residential/Commercial Unit as described the Schedule B below, the receipt of which the promoter hereby acknowledges (subject to realization of Cheque/ D.D.) and the Allottee hereby agrees to pay the remaining price of the Unit as described in the 'Payment Plan' mentioned in the Schedule C below to the in ht schedule Time as specified therein Provided that of the Allottee delays in making towards any amount which is payable to the Promoter, he shall be liable to pay interest there upon @9% P.A.

2. **MODE OF PAYMENT**

The Allottee shall make all payments, within the stipulated time as mentioned in the 'Payment Plan' of Schedule C Below through A/c Payee Cheque/demand draft or online payment etc. (as applicable) in favour of "SHAMBHAVI DEVELOPERS" payable at Hazaribagh.

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

3.1 The Allottee if resident outside India shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999. Reserve Bank of India Act and Rules and regulation made there under or any statutory amendment modification (s) made thereof and all other application laws including that of remittance of payment acquisition/sale/transfer of thereof 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. If provided in terms of the agreement shall be made in accordance with the provisions of foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the reserve Bank of India or any other applicable law the Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India he shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time. The promoter accepts no responsibility in this agreed. The Allottee shall keep the promoter fully indemnified and harmless in this regard.

3.2 Whenever there is any change in the Residential/Commercial status of the Allottee Subsequent to the signing of this Agreement, it shall be sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment remittances on behalf of any Allottee 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 receipt in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorise the Promoter to adjust/appropriate all payments made by him under any head (s) of dues against lawful outstanding in his name as the Promoter may in its sole discretion deem fit and proper and the Allottee undertake not to object demand direct the Promoter to adjust his payments in any manner.

5. **TIME is ESSENCE**

Time is of essence for the Promoter as well the Allottee. The Promoter Shall abide by the time schedule for completing the project and handing over the Residential unit to the Allottee. Similarly, the Allottee shall make timely payment of the instalment as mentioned in Schedule C below ("Payment Plan") and other, dues payable by him to the Promoter and meeting the other obligations under this Agreement for sale.

6. **CONSTRUCTION OF THE PROJECT OR UNIT**

The Allottee has checked the standard feature and specification of the Residential/Commercial Unit as mentioned in the Schedule D below, the Payment Plan as mentioned in the Schedule C below. Floor Plan (annexed along with this Agreement for sale) and after being fully satisfied with respects thereto have accepted the same.

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The Promoter shall develop the project in Accordance with the sanctioned building plan approved by the Hazaribagh Municipal Corporation and shall make any variations alternations modifications in such plans in the manner as provided under the Act.

7. **POSSESSION OF THE UNIT**

7.1 **Schedule for possession of the said UNIT** - The Promoter agrees and understands that timely delivery of possession of the said Unit is the essence of the Agreement. The promoter assures to hand over possession of the said Unit as mentioned in the Schedule B below on or before December 2026 unless there is delay or failure due to Force Majeure conditions such as war, flood, drought, fire, cyclone, etc. or any other calamity caused by nature or otherwise affecting regular development of the "Said Project" If however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the promoter shall be entitled to the extension, of such time for delivery of possession of the said unit.

7.2 **Procedure for taking possession-** The Promoter, upon obtaining the completion certificate or occupancy certificate (as the case may be) from the competent authority shall offer in writing to receive the possession of the Residential/Commercial Unit as mentioned in the schedule B below to the Allottee in terms of this agreement for sale subject payment of the total price of the said unit as per payment plan mentioned in the Schedule C below including the amount of interest (if any) to the promoter by the Allottee and also payment of any other taxes, charges etc. as applicable by the Allottee and the ALLOTTEE shall receive the possession of the said unit within 3 (three) months from the date of issue of such letter/notice by the PROMOTER. The Allottee agrees to pay the maintenance charges to the promoter as determined by the promoter from the date of issue of the completion certificate or occupancy certificate (as the case may be) from competent authority to the date of handover of the maintenance of the 'Said Project' to the association of Allottee.

7.3 **Failure of Allottee to take Possession of the UNIT** – Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the said unit form Promoter by executing necessary indemnities, undertaking and such other documentation a applicable. In case the Allottee fails to take possession within the time provided in clause 7.2, the Promoter shall not be liable for the same and Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee-** After obtaining the completion certificate or occupancy certificate (as the case may be) and handing over physical possession of the respective unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation of Allotment-** If the Allottee proposes to cancel/withdraw from the said unit of the 'Said Project' without any fault of the Promoter, then the

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Promoter herein is entitled at its sole discretion to forfeit the entire booking amount paid by the Allottee as mentioned in the schedule C below and return the balance amount of money paid by the Allottee and this Agreement for sale shall stand terminated in that case.

- 7.6 **Compensation** – Except for the occurrence of Force Majeure Event. If the promoter fails to complete or unable to give possession of the said unit by the date specified herein in accordance with the terms of this agreement for sale, then the promoter shall be liable to pay to the Allottee interest @9% P.A. till the handing over the possession of the said unit to the Allottee subject to clause 7.2 and 7.3 above.

8. **REPRESENTATION AND WARRANTIES OF THE PROMOTER:**

The promoter hereby represents and warrants to the Allottee as follows.

- (i) That the land mentioned in the schedule A below has absolute, clear and marketable title, the promoter has requisite right to carry out development upon the said land and have absolute, actual, physical and legal possession of the said land.
- (ii) The Promoter has lawful right and requisite approvals from the competent authorities to carry out development of the 'Said Project'.
- (iii) There are no encumbrances upon the said land.
- (iv) All approvals, license and permits issued by the competent authorities with respect the "Said Project" have been obtained by following due process of the law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the 'Said Project'.
- (v) The promoter has the right to enter into this agreement for sale with the Allottee.
- (vi) The promoter has not entered into any agreement for sale or any other agreement with any person party with respect to the said unit which will, in any manner, affect the right of Allottee under this agreement for sale.
- (vii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling said unit to the Allottee in the manner contemplated in this Agreement for sale.
- (viii) That the promoter shall execute the conveyance deed of the Allottee subject to clause 10 of this agreement for sale and shell handover lawful, vacant, peaceful, physical possession of the said unit to the Allottee subject to clause 7.2 of this agreement for sale.
- (ix) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or minor has any right, title and claim over the schedule property.

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- (x) The promoter has duly paid the due till date with respect to the 'Said Project' to the competent Authorities.
- (xi) No notice from the Government authority for acquisition or requisition of the said land has been received by the promoter.

9. Event of Defaults and consequences:

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

- (i) Promoter fails to provide possession of the unit to Allottee within the time Period specified in clause 7.1 of this agreement for sale subject payment of the total price of the said unit by the Allottee to the promoter including the amount of interest (if any) and also subject to clause 7.2 and 7.3
- (ii) Discontinuance the Promoter's business as a developer.

9.2 In case of Default by Promoter under the conditions listed above Allottee is Entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating this Agreement for sale by mutual written consent of both the parties and then the Promoter shall be liable to refund the entire money paid by the Allottee. Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest @ 9% P.A. till the handing over the possession of the said Unit to the Allottee.

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

- (i) In case the Allottee fails to make payments even after two consecutive demands made by the promoter as per the Payment Plan mentioned in the Schedule C below, despite having been issued notice in that regard by the promoter, the Allottee shall be liable to pay interest to the unpaid amount @9% P.A. for the period of delay.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period of one month from the date of issue of notice by the promoter in this regard, then the

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promoter shall cancel the allotment of the said unit as mentioned in the Schedule B below and refund the amount paid to them by the ALLOTTEE AFTER deduction of the booking amount as mentioned in the Schedule C Below and this agreement shall ipso facto stand terminated in that case.

10. **CONVEYANCES OF THE SAID UNIT**

The promoter, after receipt of the complete amount of the price of the said unit under this agreement for sale including the amount of interest (if any) and taxes, penalties etc either existing or as applicable from time to time from the Allottee, shall execute a conveyance deed and convey the title of the said unit in favour of the Allottee together with proportionate undivided share in land after issuance of the completion certificate or occupancy certificate (as the case may be) with respect to the said project. However, in case the Allottee fails to deposit the stamp duty, registration charge and all other incidental and legal expenses etc as demanded by the promoter within the period mentioned in the demand letter issued by the promoter, the Allottee authorises and promoter to withhold registration of the conveyance deed in his favour till full and final settlement of all dues and stamp duty and registration charges to the promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the permissions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties purposed by the competent authority/authorities.

11. **MAINTENANCE OF THE SAID BUILDING OR UNIT OR PROJECT**

The promoter shall be responsible to provide and maintain essential services in the 'Said Project' till the taking over the maintenance of the project by the Association of the Allottees. That the amount of the said maintenance charges to the promoter from the date of issue of completion certificate or occupancy certificate (as the case may be) by the competent authority with respect to the said project till the taking over the maintenance of the project by the Association of the Allottees. That the Allottee shall pay the maintenance charges to the promoter in addition to the total price of the said unit as mentioned in the Schedule C below.

12. **DEFECT LIABILITY**

It is agreed that in case of any structural defect of the said Unit is brought to the notice of the Promoter within a period of 5(Five) years by the Allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defect without further charge, within 30 (Thirty) days from the date of receipt of such written request by the ALLOTTEE subject to compliance of clause 16 by the Allottee.

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

The Allottee hereby agrees to purchase the said unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined by the Promoter/ Association of Allottees/ the maintenance agency (as the case may be) and performance by the Allottee of all their obligations in respect of the terms and conditions specified by them from time to time.

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14. **RIGHT TO ENTER THE UNIT FOR REPAIRS**

The promoter or maintenance agency or association shall have rights of unrestricted access of all common area and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the promoter/ Association of Allottees and/or maintenance agency to enter into the said Unit or any part thereof, after due notice and during normal working hours unless these circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE**

Use of Basement and Service areas: The basement and service areas, if any, as located within the "SHRINIDHI ENCLAVE" shall be earmarked for purposes such as parking spaces and services including but not limited to transformer, DG Set, water tanks, firefighting pumps etc and other permitted uses as per sanctioned plan. The Allottee shall not be permitted to use the service areas and the basement in any manner whatsoever, other than those earmarked as his parking space (if any), and the same shall be reserved for use by the Association of Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**

The Allottee shall, after taking possession of the said unit, be solely responsible to maintain the said unit at his own cost, in good repair and 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 table 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 further undertakes, assures and guarantees that he would not put any sign-board 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 building therein or Common Areas. The Allottee 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 shall also not remove any wall, including the outer and load bearing wall of the Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of Allottee and/or maintenance agency appointed by Association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATION ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for Sale for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notification applicable to the "Said Project" in general and this project in particular. That the Allottee hereby undertakes that after he has taken over possession of the said Unit for occupation and use, he shall comply with and carry out, from time to time, all the requirements, requisitions,

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demands and repairs etc. which are required by any competent Authority or otherwise in respect of the said Unit/ Building at his own cost.

18. **ADDITIONAL CONSTRUCTIONS**

The promoter undertake that it has no right to make any additional permanent structure(s) anywhere in the Project after the building plan has been approved by the competent authority except for as provided in the Act.

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

After the promoter executes this Agreement for Sale, he shall not mortgage or create a charge on the said 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 who has taken or agreed to take such unit.

20. **THE Jharkhand Apartment ACT, 2011**

That the 'Said Project' is in accordance with the provisions of the Jharkhand Apartment Act. 2011.

21. **BINDING EFFECT**

Forwarding this Agreement for sale to the Allottee by the promoter does not create a binding obligation on the part of the promoter or the Allottee until, the Allottee signs and deliver this agreement for sale with all the schedule C below within thirty days from the date of receipt by the Allottee. If the Allottee fails to execute and deliver to the Promoter this Agreement for sale within thirty days from the date of its receipt by the Allottee then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty days from the date of issue of the said notice, application of the Allottee shall be treated as cancelled and the amount paid by the Allottee (if any) in connection therewith including the booking amount shall be returned 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/ Building as the case may be.

23. **RIGHT TO AMEND**

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

24. **PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEE**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the "Said Project" shall equally be applicable to and enforceable against any subsequent Allottees of the said Unit as said obligations go along with the unit, for all intents and

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purposes. The Allottee does hereby undertake that he shall not mention in the Schedule B below to any other person till the Deed of Conveyance is executed in his favour by the Promoter.

25. **WAIVER NOT 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 for sale. Waive the breach by the Allottee in not making payment as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee shall not be construed to be precedent and/or binding on the promoter to such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions here of shall not be construed to be a waiver of any provision or of the right hereafter to enforce each and every provisions.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT FOR SALE**

Wherever in this Agreement for sale it is stipulated that the Allottee has to make any payment, in common with other Allottees, in the 'Said Project'. The same shall be in proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the 'Said Project'.

27. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provision of this Agreement for sale 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.

28. **PLACE OF EXECUTION**

The execution of this Agreement for sale shall be complete only upon its execution by the Promoter (through its authorised signatory) and the Allottee at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee.

29. **NOTICE**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement for sale shall be demanded to have been dully served if sent to the Allottee or the Promoter by Registered Post at their respective address specified below:

Name of Allottee:

Mr. _____ son of Mr. _____
(UID no- _____). PAN: _____ Mob. No.- _____

Name of Promoter:

SHAMBHAVI DEVELOPERS
Ground Floor, Brijnandan Residency, Matwari, Hazaribagh

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

30. **JOINT ALLOTTEES**

That in case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given above by them shall for all intents and purpose considered as properly served on all the Allottees.

31. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement for sale shall be construed and enforced in accordance with the laws of India for the time being in force.

32. **DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement for sale, including the interpretation and validity of the terms thereof and the respective rights and obligation of the Parties, shall be settled amicably by mutual discussion of both the parties, failing which the same shall be settled through the adjudicating officer appointed under the Jharkhand Real Estate (Regulation and Development) Act 2017.

IN WITNESS WHEREOF the parties herein above have put 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.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE: -

1 Mr. _____

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

1. Pranay Kumar

WITNESSES:

1. Signature _____ Name _____ Address _____

2. Signature _____ Name _____ Address _____

SHAMBHAVI DEVELOPERS

Pranay Kumar
PARTNER

SCHEDULE "A"

DETAILS OF LAND

Khata no.	Plot no.	Area in Decimal
158	139	14.50
85	140	4.00
119	184	4.00
146	138	18.50
		<u>41.00</u>

Mauza	Cantonment	Paragana	Champa
Thana no.	157	P.S.	Hazaribagh Sadar
District	Hazaribagh	State	Jharkhand

BOUNDARY

North : Road
South : Portion of Plot nos. 140 & 184
East : Portion of Plot nos. 185 & 184
West : Portion of Plot nos. 138 & 139

SCHEDULE "B"

All that sq. ft. of the carpet area (more or less) being Residential/Commercial Unit numbered as Flat/Shop No. of Floor in the Building known as "SHRINIDHI ENCLAVE" standing on and over portion R.S. Plot No. 138, 139, 140 & 184, situated at Mauza-Cantonment, District - Hazaribagh butted and bounded as follows:

NORTH :
SOUTH :
EAST :
WEST :

For more clarification, the unit has been delineated in the map annexed hereto and shown in RED wash. Forming part of these presents.

SHAMBHAVI DEVELOPERS
Po anay Kumar
PARTNER

SCHEDULE "C"

TOTAL PRICE OF RESIDENTIAL/COMMERCIAL UNIT No. on the..... Floor is
Rs..... /- Rupees Only)

instalment No.	% of Total Price	instalment amount	GST @5% on instalment amount	Total instalment amount	Payment Time Schedule
1	10%	xxxx	xxxx	xxxx	At the time of booking
2	7.5%				On completion of Foundation work
3	7.5%				On Ground Floor Roof Casting
4	7.5%				On First Floor Roof Casting
5	7.5%				On Second Floor Roof Casting
6	7.5%				On Third Floor Roof Casting
7	7.5%				On Fourth Floor Roof Casting
8	7.5%				On Fifth Floor Roof Casting
9	7.5%				On Sixth Floor Roof Casting
10	7.5%				On Seventh Floor Roof Casting
11	7.5%				On Eighth Floor Roof Casting
12	7.5%				On Nineth Floor Roof Casting
13	7.5%				Before Handing over possession of the respective unit along with Previous dues if any
	Total				

SHAMBHAVI DEVELOPERS

Poojay Kumar

PARTNER

SCHEDULE "D"

Standard features / Specification of the Residential/Commercial Unit No. _____ on the _____ Floor of the Said Project.

STRUCTURE	Earthquake resistant RCC framed structure.
FLOORING	2x2 Vitrified tiles in all bedrooms, living room, dining space, kitchen; 1x1 ceramic tiles in toilets & balconies, granite of suitable size in corridor and stairs.
KITCHEN	Black Granite on working platform, stainless steel sink and glazed tiles up to 2 ft height over working platform.
TOILETS	Hot & cold-water pipeline with Jaquar or equivalent make Chrome Plated fittings, glazed tiles dado up to 7 ft level, sanitary ware in white colour of Hindware/Jaquar or equivalent make.
WALLS (Internal)	Wall putty punning with Primer over it.
WALLS (External)	Exterior walls will be painted by Apex ultima of Asian Paints or equivalent exterior grade paint.
ELECTRICAL	Copper wire, Switches, Switch Boxes, MCB, MCCB will be used from the manufacturer of reputed brand such as Standard, Polycab, Finolex, Havell's, L & T etc.
DOORS & WINDOWS	Doors' frames of Ply Board of appropriate thickness to hold the doors with laminate over the board. 32 mm thick water & termite resistant commercial flush door. 3 track sliding aluminium section Windows's panel fitted with 4 mm glass.
HARDWARE	Shutter hinges and all other fittings in Stainless steel.
LIFT	6/13 passengers Automatic lift of Kone or Otis or Schindler make.
GENERATOR	Suitable genset of Kirlosker or equivalent make.

SHAMBHAVI DEVELOPERS

Poojay Kumar
PARTNER