

THE AGREEMENT FOR SALE made at Ranchi on this
..... day of 2024

BETWEEN

CLOUD 9 BUILDERS & DEVELOPERS (PAN AAPFC7949B) having, registered office at Sukhdeo Nagar, Ratu Road, P.S. Sukhdeo Nagar, Dist Ranchi, through its **Partner's Mr. Neeraj Rai (PAN- AAUPR7262B, AADHAR NO. 2782 5495 4120, MOB NO. 7004149467, DOB. 30.03.1975)** son of Sri Sudhanshu Bhushan Rai, grandson of Late Drip Nath Rai, by faith Hindu, by caste General (Out of Preview of Chotanagpur Tenancy Act 1908), by occupation Business, resident of Sukhdeo Nagar, Ratu Road, P.S. Sukhdeo Nagar, Dist Ranchi State Jharkhand & **MR. RAHUL DAYAL (PAN- CZDPD6686D, AADHAR NO. 7390 8026 3444, MOB NO. 7780060007, DOB 01.04.1995)** son of Rameshwar Dayal Singh, grandson of Late Bijeshwar Dayal Singh by religion Hindu, by caste General (Out of Preview of Chotanagpur Tenancy Act 1908), by profession Business resident of Tender, P.S. Kanke, Dist Ranchi, State Jharkhand, (hereinafter called The Builder/Developer which expression shall unless

excluded by or repugnant to the subject or context shall unless excluded by or repugnant to the context (be deemed to mean and include his/her heirs, executors, administrators, representatives, assigns, etc.) (Hereinafter collectively called and/or referred to as the **DEVELOPER/BUILDER** of the FIRST PART.

AND

....., (**Adhda No.**, **PAN**, **Mob. No.**, **DOB**) son of, Grandson of, by faith Hindu, by caste General (Out of Preview of Chotanagpur Tenancy Act 1908), resident of village -, P.O., P.S., Dist - herein after called the “INTENDING PURCHASER” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives, assigns, etc.) on the SECOND PART.

WHEREAS the land under Khata No. 1 of village Tender, P.S. Kanke, P.S. No. 77, Dist Ranchi recorded as Majihas Malik and landlord was Jamadar Ishwar Dayal Singh in R.S. Record of right.

AND WHEREAS khatiyani raiyat Ishwar Dayal Singh died leaving behind his only son namely Bijeshwar Dayal Singh. Bijeshwar Dayal Singh also died leaving behind his son namely Rameshwar Dayal Singh who inherited over the aforesaid land and have valid right title over the same. That Rameshwar Dayal Singh mutated his name for the land under Khata No. 1, Plot No. 260, 263, Area 03 Acres in the office of the Circle Office, Kanke

Anchal, Ranchi vide mutation case No. 2382R27/2013-2014 dated 05.12.2013 and paying rent to the state upto 2020-2021 vide receipt No. 0260060659 dated 28.08.2020 which is entered into Registered II, Vol No. 3, Page No. 33.

AND WHEREAS the LAND OWNER executed a development agreement with Builder/developer **CLOUD 9 BUILDERS & DEVELOPERS** for construction of multi-storeyed Building under Khata No. 1, Plot No. 260 & 263, situated at village – Tender, P.S. Kanke, P.S. No. 77, Dist Ranchi vide Deed no. 2023/RANU3/3783/BK1/3521 dated 30.12.2023 duly executed before DSR Urban-3, Ranchi and entered into Book No. 1, vol No. 432, Page No. 501 to 588, Year 2023. That land owner obtained sanctioned map plan from RRDA, Ranchi vide B.C. Case No. RRDA/AH/0279/2020. That land owner also got lay out plan approval from RRDA, Ranchi vide Lay out No. 01/2020 dated 29.07.2020 and also the Project is registered in JHRERA vide Registration No. JHRERA/PROJECT/953/2020.

AND WHEREAS Builder being the promoters and developer of the aforesaid **“CLOUD 9 SOCIETY DAYAL ESTATE”** are developing the aforesaid multi-storeyed residential building complex on the said land and are entitled to dispose of the same at their own terms. That as per Registered Development Agreement executed between the landowner and Developer the aforesaid flat came in share of Builder/developer and they are entitle to entered into sale of agreement with intending purchaser

and they got ownership as per Section 5 of the Jharkhand Apartment Act. 2012 came into force on the 2nd February 2012 after registration of the Development Agreement the Developer shall be absolute owner of their share and Developer will be entitled to sell/transfer their share to the intending purchaser.

AND WHEREAS as per Development agreement the **Flat being No. on Floor, Super Built up Area sq. ft. Block – B and one car parking space** in ground floor of the multi-storeyed building called as **“CLOUD 9 SOCIETY DAYAL ESTATE ”** constructed over Khata No. 1, R.S. Plot No. 260 & 263, situated at Village- Tender, P.S. Kanke, P.S. No. 77, Dist Ranchi with all common facilities and amenities, common area including others flats is fallen in the share of LAND OWNER this the LAND OWNER become the absolute owner and in peaceful possession and valid right title to sell the same.

1. WHEREAS in this agreement called the agreements for sale unless it is contrary to the context, the following words shall have the following meaning:-

(a) “SCHEDULE LAND” shall mean all the piece or parcel of the land described in the FIRST SCHEDULE hereunder written and include any new building or building’s and for the additional storey or stories for the time being constructed there at from time to time.

(b) “BUILDING” shall mean the multi-storeyed building which the builder/developers have agreed to construct according to the sanctioned plan on the said property.

- (c) "FLAT" as described in the SECOND SCHEDULE.
- (d) "PARKING SPACE" as described in the SECOND SCHEDULE.
- (e) "COMMON PARTS" as described in THIRD SCHEDULE.
- (f) "COMMON SPECIFICATIONS" as described in FOURTH SCHEDULE.
- (g) "COMMON EASEMENTS" in relative to any flat shall mean the easements, quasieasements, right, privileges and appurtenances appertaining to such flat for the reasonable enjoyment and occupation of such flat and shall also include the reciprocal easement, quasi-easements, obligation and duties of the like values of the other flat in the said building in or upon such flat or on part thereof and more particularly described in FIFTH SCHEDULE.
- (h) "CO-PURCHASERS" shall mean the person or person who acquired the flats of the said proposed building from the owner's share or building developers share.
- (i) "PRINCIPAL AGREEMENT" SHALL MEAN THE agreement dated **30.12.2023** between the land owners and builders
- (j) "PROPORTIONATE SHARE" shall mean in the case of any flat and / or car parking space, the Proportion or ratio which the floor space of any flat bear to the total land area.
- (k) "THE PRONOUN' HE or SHE" in the these presents shall mean and be constructed to have been used to mean any person or persons (male or

female), a firm, a company or any other legal entity capable of holding property if the context so admits.

2. WHEREAS the OWNERS shall mean all that piece and parcel of land comprised measuring more or less measuring 75.36 Decimals under Khata No. 1, R.S. Plot No. 260 & 263, Sub Plot No. 260/28, 263/24, 263/25, 263/20 & 263/21, situated at Village- Tender, P.S. Kanke, P.S. No. 77, Dist Ranchi.

3. The builder/developer prepared scheme of development of the said property and offered to act as the construction agent to erect and construct a multi-storeyed building or dwelling house in a substantial and work manly manner with the materials available in.

4. By the said principal agreement made between the owner and the builder, the roof right above floor of the proposed building shall be at the exclusive right of the Land owner and builder. The builder at any time can construct flats after approval from RRDA and shall share the same with the land owner in the same proportion as In the built-up area of the said building.

5. Whereas by the said development agreement it has further provided that until completion of the said building in all respect and execution of all the conveniences in respect of all the flats, the builder shall be in charge of and shall be authorized to take charge of the upkeep and maintenance of the said building.

6. The intending purchaser has inspected the said principal agreement also seen and approved the said plan has agreed to acquire on

ownership basis a **Flat being No. on Floor, Super Built up Area sq. ft. Block – B and one car parking space** in ground floor of the multi-storeyed building called as **“CLOUD 9 SOCIETY DAYAL ESTATE ”** constructed over Khata No. 1, R.S. Plot No. 260 & 263, situated at Village- Tender, P.S. Kanke, P.S. No. 77, Dist Ranchi the proposed multi-storeyed building complex on the said property as described in SECOND SCHEDULE hereto and herein after for the sake of brevity collectively referred to as the “said floor space” including all internal partition walls, all outer wall, fifty per cent of the walls, common with the adjacent floor together with common easements and right in common parts. The common amenities and the common conveniences on the term and conditions herein after appearing.

NOW THIS AGREEMENT WITNESSETH BY AND BETWEEN THE PARTIES HERETOAS FOLLOWS :-

1. **Flat being No. on Floor, Super Built up Area sq. ft. Block – B and one car parking space** in ground floor of the multi-storeyed building called as **“CLOUD 9 SOCIETY DAYAL ESTATE ”** constructed over Khata No. 1, R.S. Plot No. 260 & 263, situated at Village- Tender, P.S. Kanke, P.S. No. 77, Dist Ranchi together with the right to use common passage stair case and undivided proportionate share of land in FIRST SCHEDULE on the proposed multi-storied building for a total consideration of **Rs./- (Rs.) only** Payable in instalment as mentioned in SIXTH SCHEDULE

(annexed to this agreement) to the Builder/Developer by purchaser/s.

a) That the aforesaid consideration money of **Rs./- (Rs.)** only by him include the consideration money for undivided proportionate share of the said land as mentioned in FIRST SCHEDULE and also Consideration money for residential **Flat being No. on Floor, Super Built up Area sq. ft. Block – B and one car parking space** in ground floor of the multi-storeyed building called as **“CLOUD 9 SOCIETY DAYAL ESTATE ”** constructed over Khata No. 1, R.S. Plot No. 260 & 263, situated at Village- Tender, P.S. Kanke, P.S. No. 77, Dist Ranchi which does not falls in the share of common portion show in this agreement.

b) That the deposits by purchaser will not incur any interest.

c) That the purchaser has so far paid **Rs./- (Rs.)** only by cheque out of the total consideration money as per the agreed by them.

d) That the purchaser will not be entitle to raise any objection to the agreement to be entered by and between the Builder/developer and other purchaser/s in respect of the undivided share FIRST SCHEDULE land remaining flats.

2. The Intending purchaser/s agrees with the builder that the builder may make such addition, variation and modification in the floor space as may deemed necessary or may be required to be done by the builder at the instance of the government,

Ranchi Regional Development Authority or any other authority. The builder has full right to submit the sanctioned plan for re-sanction at any point of time for such addition, variation and modification. The Intending purchaser/s shall not be entitled to any compensation nor to rescind this contract in case of any addition, alteration or deviation. That may be done by the builder and the Intending purchaser/s hereby gives his consent to such addition, variations, alteration, modifications and deviations and deviation and the intending purchaser/s shall not be entitled to make any objection thereto.

3. Under no circumstances possession of the said flat be given by the Builder/Developer to the intending purchaser/s until and unless all payments, deposits and dues required to be made under this agreement by the intending purchaser/s have been paid in full to the Builder/Developer.

4. Under no circumstances possession of the said flat be giver by the Builder/developer to the intending purchaser until and unless all payments, deposits and dues required to be made under this agreement by the intending purchaser have been paid in full to the owner

5. Nothing contained in these presents shall be constructed to confer upon the intending purchaser/s any right, title or interest of any kind whatsoever into or over the said property or building or

any part thereof until the execution and registration of the conveyance in favour of the intending purchaser/s by the owner & builder/developer. such conveyance shall contain all usual term and covenants as contained in case of a conveyance of flat and shall contain prepared and completed by and at the cost of the intending purchaser/s. Further, it will be liability of the intending purchaser/s to pay any taxes, duties, levies, surcharges etc. Levied either by the same state govt. or by the central govt. or jointly by them currently or in future on full or part of the flat or on the undivided proportionate share of the intending purchaser's land. in case extra-amenities have to be provided to the intending purchaser/s at the instance of RRDA, the same will be chargeable on actual bases.

6. After execution and completion of the conveyance by and between the builder/developer and the intending purchaser/s and after completion of the said building and until such time as an association or society is formed in such from and with such constitution and rules as may be mutually agreed upon the builder shall be entitled, but not obliged to manage and maintain the common parts of said building and in the event of a society or association being formed the powers and authorities of the society or association so formed shall be subject to the overall authority and control of the builder in respect of all matters concerning the said building, the construction and common completion thereof and all amenities

appertaining to the same and in particular builder shall have absolute authority and control as regards the parts or portions of the said building not in the possession of the intending purchaser/s and /or any other co-purchaser/s after completion thereof . The costs of and incidental to the Formation of such association and/or society shall be born and paid pro-rata by the intending purchaser/s, the co-purchaser/s, the builder and/or the owners in respect of any flat of the said property not in possession of the intending purchaser/s/co-purchaser/s.

7. In all matters relating to connected with the common use, control, enjoyment, management and maintenance of the common parts by the intending purchaser/s and the co-purchaser/s, the intending purchaser/s agrees and covenants to pay in advance the proportionate share of the recurring expenses and charges contained in the FIFTH SCHEDULE hereunder written as and when the same becomes due.

8. The builder/developer agrees and covenants with the intending purchaser/s that the builder shall complete the said flat in the said floor space and the common parts thereof in all respects so long as the intending purchaser/s fulfils his obligations hereunder irrespective of whether any other co-purchaser/s fulfils his or their obligations .

9. Upon completion of the building as a whole, the intending purchaser/s agrees to execute and shall execute such other deeds, documents and declarations as may be deemed accessory for common beneficial

use and enjoyment of the said flat including declaration in the said building and /or the said property.

10. All costs of preparation and stamp duty of this agreement, deed of sale and all other documents and declaration to be made or executed in pursuance hereof shall be paid and borne by the intending purchaser/s.

11. The intending purchaser/s gets his complete address registered with the builders as noted below and it shall be his responsibility to inform the builder by registered post about all subsequent changes if any in his address, failing which all notices and letters posted at the first registered address will be deemed to have been received by him on the fourth day of the date, the same has been delivered for dispatch to the postal authorities and the intending purchaser/s shall be responsible for any default in payment and other consequences that might occur there from.

12. Upon possession of the said flat being delivered to the purchaser/s, the purchaser/s shall be entitled to the use and occupation of the said flat. upon the flat holder taking the possession of the flat he/she/they shall have no claim against the builder in respect of any item or work in the said flat which may be alleged not to have been carried out or completed.

13. The fixtures, fittings and amenities to be provided in the said building and in the said flat and the material to be used in the construction of the

said building and those as set out in the hereunder written and the purchaser/s has/have satisfied himself about the design of the said building.

14. The purchaser shall from the date of taking possession maintain the said flat at his own cost in a good and tenantable condition and shall not do or cause to do anything in or to the said building or part thereof which may be against the bylaws of local authorities or any other statutory bodies or which may cause hardship to other co-purchaser/s nor the purchaser/s charge, alter or make additions in or about the said building/flat or part thereof.

15. Courts of Ranchi will alone have the jurisdiction in all legal matters arising out of or concerning this transaction.

FIRST SCHEDULE

The First Schedule above referred to:

All that piece and parcel of land measuring more or less measuring 75.36 Decimal under Khata No. 1, R.S. Plot No. 260, Sub Plot No. 260/28, R.S. Plot no. 263, Sub Plot no. 263/20, 263/21, 263/24 & 263/25, situated at Village- Tender, P.S. Kanke, P.S. No. 77, Dist Ranchi, Circle Kanke Anchal, Jharkhand state butted and bounded as Follows:-

North	:	30' wide Road & Part of Plot No. 260
South	:	Other Plots
East	:	25' wide Road & Part of Plot No. 260
West	:	25' wide Road & Part of Plot No. 260

SECOND SCHEDULE

All that **Flat being No. onFloor, Super Built up Area sq. ft. Block – B and one car parking space** in ground floor of the multi-storeyed building called as **“CLOUD 9 SOCIETY DAYAL ESTATE ”** situated at Village Tender, P.S. Kanke, Thana No. 77, District Ranchi alongwith undivided proportionate share in the land in **First Schedule property above.** butted and bounded is as follows:

NORTH :

SOUTH :

EAST :

WEST :

THIRD SCHEDULE

1. The foundation, columns, beams, support, corridors, stairs, stairways, Landing entrances and exists.
2. Pumps installation, pump room and room for staffer workers if any.
3. Common passages drive ways excepting car-parking areas if any.
4. Tube well, water pump, water tanks or reservoirs, water pipes and other common plumbing installations.
5. Electrical wiring meters and fixtures (excluding those as are installed for any particular flat).
6. Drainage, sewerage and rainwater pipelines.
7. boundary including outer sidewalls of the said building and the main gate.

8. Such other common parts, areas, equipment's, installation, fixtures, fittings, covered and open space in or about the said building as are necessary for passage To other user and occupancy of flat or flats in common and as are easement of necessity or the building but excluding car parking space and areas.

FORTH SCHEDULE

The specifications of the flats shall be as follows:

FOUNDATION GRADE	:	Isolate RCC Footing/raft with concrete grade M-20 and Steel 500D depending on soil R.C.C. Frame structure with brick work in cement mortar as per design and specifications of structural consultants.		
Chowkhats	:	Door frames (Chowkhats) of SAL WOOD of size 5" x 2 ½" section with beading		
Entrance Door &	:	Entrance door shutters of ISI mark one side TEAK with decorative beading and finished with natural polish		
Other Door	:	ISI mark flush door shutters, painted with two coats synthetic enamel on a coat of primer		
Windows	:	Fully glazed Aluminum windows		
Flooring	:	Vitrified Tiles in Drawing, Dining & Bedroom Space. Ceramic Tiles in all area of flat except Drawing & Dining Space.		
Kitchen	:	A. Flooring	:	Ceramic tiles
		B. Working Platform	:	Marble slab platform

		C. Dado	:	24" high glazed tiles
		D. Sink	:	STEEL sink
Dining Space	:	One number ISI mark CERA or equivalent white coloured hand wash basin		
Bath Room	:	A. Flooring	:	Ceramic tiles
		B. Walls	:	Glazed tiles up to 7' height
		C. Sanitary Ware	:	White glazed vitreous sanitary ware of ISI mark CERA or equivalent
		D. Fittings	:	Chromium plated C.P. fittings of ESSCO / Jaguar something special or ESSCO/Jaguar classic or equivalent
		E. Cistern	:	Acrylic/PVC cistern in white colour
		F. Hot and Cold	:	In Every Bathroom
Electrical	:	A.	All internal wiring in concealed conduits with COPPER wires	
		B.	All electrical switches and accessories of ANCHOR/CONA	
		C.	Adequate lighting/power point sockets, outlets etc. provided in each room	
TV Cable and Telephone	:	One T.V. Point and one telephone plug provided in drawing room and Master		

supply		Bedroom
Internal wall finish	:	All internal walls shall be finished with plaster of paris on plastered surface
External Wall Finish	:	EXCEL / APEX / SANDTEXMATT
Parking Area Flooring	:	Parking Area MARBLE CRAZY flooring/chequered tiles
Stair Landing & Entrance	:	Attractive designed CRAZY/MOSAIC flooring as advised by our architect
Water Proofing	:	Double coat of Techoxy Treatment of Choksey Treatment Sunken Slab Chemical or Equivalent
Over head Water Tank	:	Over head water tank of adequate capacity with inside of walls & floors of tank done with CAST-IN-SITU mosaic
BORING AND TUBEWELL	:	Boring & Tube well of adequate capacity by direct/reverse Circulation machine with adequate size KSB make submersible pump
Generator	:	KIRLOSKAR / CROMPTON GREAVES/ASHOK LEYLAND Generator of adequate capacity
Lift	:	ECE/KONE/OTIS/Bharat/OLC elevator in the building (03 Nos)

FIFTH SCHEDULE

1. The expenses of administration, maintenance, repairer replacement of the common Parts and equipment and accessories common areas and facilities including whitewashing, painting and decorating the exterior portion of the said building,

the boundary walls, entrance, staircase, landings, gutters, rain water pipes, motor pump, tube well, wiring and installation sewers, drains and all other common parts, fixtures, fittings and requirements in under or upon the building enjoyed or used in common by the owners, intending purchaser/s, co-purchaser/s or other occupiers thereto.

2. The cost cleaning, maintenance and lighting the main entrance passages, landings, staircase and other parts of the building as enjoyed or used in common by the occupiers of the said building.

3. The salaries of managers, clerks, bill collectors, chowkidars, plumber's electricians, sweepers etc. If any.

4. The costs of working repairs, replacements and maintenance of pumps, tube wells and other plumbing works including all other service charges for services rendered in common to all occupiers.

5. All electrical charges payable in common for the common portions of the said building.

SIXTH SCHEDULE

That all the total costs, charges and expenses payable by the intending purchaser/s to the Builder/developer in respect of works hereto as per the specifications amounting to **Rs./- (Rs./-)** **only.**

The payment shall be in the following instalments by the Intending Purchaser/s to the Builder/Developer :-

At the time of Agreement	20%	Rs.
At the time of casting Ground	20%	Rs.

Floor		
At the time of casting 1 st Floor	5%	Rs.
At the time of casting 2 nd Floor	5%	Rs.
At the time of casting 3 rd Floor	5%	Rs.
At the time of casting 4 th Floor	5%	Rs.
At the time of casting 5 th Floor	5%	Rs.
At the time of casting 6 th Floor	5%	Rs.
At the time of casting 7 th Floor	5%	Rs.
At the time of casting 8 th Floor	5%	Rs.
At the time of casting 9 th Floor	5%	Rs.
At the time of casting 10 th Floor	5%	Rs.
Completion of Bricks Works	5%	Rs.
Before Possession	5%	Rs.
Total	100%	Rs./-

COST DETAIL OF UNIT

Basic Sale Price	Rs./-

ADDITIONAL COST

Parking	
Lift/Generator/Power Bake up/	

MODE OF PAYMENT

S. No.	Cheque No.	Bank	Date	Amount (Rs.)
01.				
02.				
03.				
04.				
05.				
06.				
07.				
08.				
09.				
10.				
11.				

12.				
13.				
14.				
15.				
16.				

Note: -

Service tax, GST & other tax as per Govt. Rule

IN WITNESS whereof the parties hereto have signed hereunto at Ranchi on the day and year first above written.

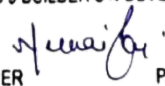
Witnesses

1.

BUILDER/DEVELOPER

2.

PURCHASER

CLOUD 9 BUILDER'S & DEVELOPERS

PARTNER PARTNER