

**SALE AGREEMENT OF COMMERCIAL SPACE / FLAT
AT MAGNUM ESTATE**

1. Name & Address of Purchaser
2. Date of Agreement :
3. Description of Land : M.S. Plot No. 1688, Sub Plot No.
1688/B/Part, 1688/B/Part, 1688/A,
1688/D and 1688/C/Part
4. Shop/Flat No. :
5. Floor No. :
6. Built-up-area of Shop/Flat:
7. Share in Land :
8. Parking Space :
9. Cost of Land : Rs.....
10. Cost of Shop/Flat : Rs.....
11. Total Cost of Shop/Flat : Rs.(Goods & Services Tax
will be charged extra)

MAGNUM ESTATE

(Name of Proposed Commercial Cum Residential Building)

DEVELOPER:

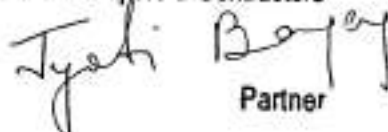
M/s JB Real Estate Developers & Contractors,

3A, Pepee Compound, Ranchi -834001

☎ : 2331192

☎ : (0651) 2331192

For JB Real Estate Developers & Contractors


Partner

THIS AGREEMENT is made on thisth day of, 2024

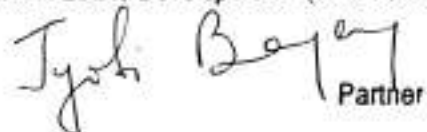
BETWEEN

M/s JB Real Estate Developers & Contractors, a Partnership firm having its registered office at 3A, Pepee Compound, P.S.- Hindpiri, Dist.-Ranchi, through the Partners Sardar Gurbir Singh son of Late Lakhbir Singh and Mrs. Jyoti Bajaj, wife of Sardar Gurbir Singh, resident of Pepee Compound, P.S.- Hindpiri, Distt: Ranchi in the State of Jharkhand(hereinafter called "THE DEVELOPER" / "BUILDER") of the FIRST PART.

AND

.....
.....
.....
(hereinafter referred to as "the PURCHASER") of the SECOND PART.

For JB Real Estate Developers & Contractors

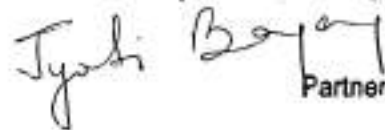

Partner

AND

- (1) RASHID HASSAN** (UID No. XXXX XXXX 1130, PAN: ACFPH 7176R, Mobile No.:8252522560), Date of Birth:07.02.1968 son of Md. Zamir Hasan, grand father's name Nabu Mia, by faith- Muslim, by Category- General (not affected by any restrictive provision of C.N.T.Act. 1908), by occupation - Business, resident of Ansari Mohalla, Village- Balsokra, P.S.- Chanho, District- Ranchi in the State of Jharkhand. Nationality-Indian,
- (2) REHANA RAZA** (UID No. XXXX XXXX 7149, PAN: EHLPR 6989H, Mobile No.:7294166899), Date of Birth:01.01.1950, wife of Anwar Raza, daughter of Late Md. Umar, grand father's name Md. Abdullah, by faith- Muslim, by Category- General (not affected by any restrictive provision of C.N.T.Act. 1908), by occupation - Housewife, resident of 158, Mani Tola, Near B.S.N.L Tower, Village- Doranda, P.O. & P.S.- Doranda, District- Ranchi in the state of Jharkhand, Nationality-Indian and
- (3) SHAHZADI KHATOON** (UID No. XXXX XXXX 5130, PAN: AOUPK 2427D, Mobile No. 7283069283), Date of Birth:21.12.1986, wife of Md. Shahid Raza, D/o Late Mohammad Nesar, grand father's name Abdul Rauf, by faith- Muslim, by Category- General (not affected by any restrictive provision of C.N.T.Act. 1908), by occupation - Housewife. resident of Dr. Fatehullah Road, P.S.- Lower Bazar, District- Ranchi in the state of Jharkhand, Nationality-Indian Duly appointed by virtue of a Registered Development Agreement being Deed No. 2023/RAN/3457/BK1/3161 dated: 27.04.2023 duly entered into Book No.- BK1, Volume No.- 427, running from Page No.- 1 to 166 for the year 2023.

In this agreement unless it be contrary or repugnant to the expression, "DEVELOPER" / "BUILDER" "PURCHASER",AND "LANDOWNERS" /"CONFIRMING PARTY" shall mean and include their representatives, heirs, administrators, legal representatives, successors, successors in interest and assigns.

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Partner

WHEREAS the members of the confirming parties are the joint owners of land measuring an area of **34.65** Decimals more or less, being portion of M.S. Plot No. 1688, Sub Plot No. 1688/B/Part, 1688/B/Part, 1688/A, 1688/D and 1688/C/Part, **Thana No.198**, corresponding to Municipal Holding No. 484 and, New Municipal Holding No. **01600026900002Z0, 0160002689003Z0, 0160002688000Z0 & 016000268700Z0**, Old Ward No. IV, present Ward No. 16 of the Ranchi Municipal Corporation, Ranchi, situated at Village- Konka, Church Road, Ranchi P.S.- Lower Bazar, District- Ranchi, in the State of Jharkhand more fully described in the First schedule hereunder.

WHEREAS, the FIRST PARTY No.1/ Rashid Hassan is the absolute owner of land measuring an area of **11.57** Decimals more or less, being portion of M.S. Plot No. 1688, Sub Plot No. 1688/B-Part, Sub Plot No. 1688/B-Part and Sub Plot No. 1688/B-Part, **Thana No.198**, corresponding to Municipal Holding No. 484 and, Old Ward No. IV, present Ward No. 16 of the Ranchi Municipal Corporation, Ranchi, situated at Village- Konka, Church Road, Ranchi P.S.- Lower Bazar, District- Ranchi, in the State of Jharkhand more fully described in **PART-I** of the FIRST SCHEDULE here under.

AND WHEREAS, the FIRST PARTY No.2/ Rehana Raza is the absolute owner of land measuring an area of **7.64** Decimals more or less, being portion of M.S. Plot No. 1688, Sub Plot No. 1688/D, **Thana No.198**, corresponding to Municipal Holding No. 484 and Old Ward No. IV, present Ward No. 16 of the Ranchi Municipal Corporation, Ranchi, situated at Village- Konka, Church Road, Ranchi P.S.- Lower Bazar, District- Ranchi, in the State of Jharkhand more fully described in **PART-II** of the FIRST SCHEDULE here under.

AND WHEREAS, the FIRST PARTY **No.3/Shahzadi Khatoon** is owner of land measuring an area of **15.44** Decimals more or less, being portion of M.S. Plot No. 1688, Sub Plot No. 1688/A and Sub Plot No. 1688/C/ Part, **Thana No.198**, corresponding to Municipal

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Jyoti Bajaj
Partner

Holding No. 484 and Old Ward No. IV, present Ward No. 16 of the Ranchi Municipal Corporation, Ranchi, situated at Village-Konka, Church Road, Ranchi P.S.- Lower Bazar, District- Ranchi, in the State of Jharkhand more fully described in **PART-III** of the FIRST SCHEDULE here under.

AND WHEREAS, the First Party **No. 4**/JB REAL ESTATE DEVELOPERS & CONTRACTORS THROUGH ITS PARTNER MRS. JYOTI BAJAJ w/o SARDAR GURBIR SINGH is owner of land measuring an area of **2.066** Decimals more or less, being portion of M.S. Plot No. 1688, **Thana No.198**, corresponding to Municipal Holding No. 0160002706002A2 and Old Ward No. IV, present Ward No. 16 of the Ranchi Municipal Corporation, Ranchi, situated at Village-Konka, Church Road, Ranchi P.S.- Lower Bazar, District- Ranchi, in the State of Jharkhand more fully described in **PART-IV** of the FIRST SCHEDULE here under.

AND WHEREAS, the members of the First parties, in order to develop their respective land have amalgamated the same into one unit having total area of **36.716 Decimals** more or less more fully described in **Part I to IV** of First Schedule hereunder and shown in red wash in the map attached herewith forming part of this agreement.

AND WHEREAS, the landowners are in exclusive possession with absolute right, title, interest and possession over their respective land and the same is free from all encumbrances, debts, liens, lease, charges or attachment and in marketable condition and they have in themselves good right, full power and absolute authority having perfect title to transfer the whole or part of their land.

AND WHEREAS, the landowners have represented that they are absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of vacant land measuring **36.716 Decimals** more or less, particularly described in **Part I-IV** of the First Schedule to this Agreement.

AND WHEREAS, the Landowners have agreed that the property described in the said First Schedule, be developed into a Multi-storeyed **Commercial cum Residential Complex** comprising of **Commercial**

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Partner

spaces and residential flats on ownership basis, which shall be known as "MAGNUM ESTATE"

AND WHEREAS the DEVELOPER has got physical possession of the schedule land, having marketable and unencumbered title over the property mentioned in First Schedule by virtue of the said development agreements executed between the Landowners and Developer.

AND WHEREAS THE DEVELOPER has got the Building Plan Sanctioned by the Competent Authority vide Plan No.RMC/BP/0637/W16/2023 dated: 22.02.2024 and the Developer has planned to construct multi-storied building as per the approved map with parking space and transfer the same to prospective PURCHASER/S with proportionate undivided share in the land at a price and cost as per terms herein below settled. The said Development Agreement has been registered with the Sub-Registrar, Ranchi. vide Registration No: 2023/RAN/3457/BK1/3161 dated: 27.04.2023.

AND WHEREAS said Project has been Registered in the Jharkhand Real Estate Regulatory Authority vide Registration No:..... dated.....

AND WHEREAS the PURCHASER has inspected the documents, made searches and inspection of relevant land records and has found the same correct, and after having satisfied himself / herself as to the title and possession and also the marketability of the same, the PURCHASER has approached the DEVELOPER for an absolute sale of undivided proportionate share in the land mentioned in First Schedule and also to construct and allot and subsequently transfer the **Shop/Flat** being **Flat No.....** on **Floor** having **sq.ft.** (more or less) Carpet area.....sft. built up area.....sft. and Super built up area.....sft. on the terms and conditions more fully described below.

AND WHEREAS, the DEVELOPER on the terms and conditions mentioned below agrees to transfer to the PURCHASER% undivided proportionate share in land, i.e. equal to**sq.ft.** more or less out of the total land mentioned in First Schedule below and shall construct and hand over possession of **Shop/Flat** being **Flat No.....** on **Floor** having**sq.ft.** (more or less) built up area in the said building as per details given in Third schedule.

The total consideration of land is Rs...../- (Rupees Only).

And the cost of Unit/Flat is Rs...../- (Rupees Only) including one car parking space.

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The total cost of the unit/flat is Rs...../- (Rupees Only) which is fair and reasonable and the purchaser has agreed to pay the same on or before taking possession of the Shop/Flat.

GST and Other Government Levies/Charges shall be Charged as per Prevailing Rates.

WHEREAS:

Definitions: In this Agreement unless it be contrary or repugnant to the subject or context the words, terms and / or expression here in after mentioned shall have the meaning assigned to them as follows:

LAND OWNERS: (1) RASHID HASSAN (2) REHANA RAZA (3) SHAHZADI KHATOON and (4) JB REAL ESTATE DEVELOPERS & CONTRACTORS THROUGH ITS PARTNER MRS. JYOTI BAJAJ w/o SARDAR GURBIR SINGH, their respective heirs, executors, administrators, legal representatives, and /or assigns :

- ii. DEVELOPER: The "DEVELOPER" shall mean and include the developer above named and its MANAGING PARTNER/S and their respective administrators, legal representatives and or permitted assigns, successors or successors-in-interest and / or assigns;
- iii. "The PURCHASER": shall mean and include: if he / she be an individual then executors, administrators, legal representatives and / or permitted assigns or any Juristic Person;
- iv. Building (Second schedule): * the BUILDINGS * shall mean the buildings being (Second Schedule) constructed at the land and more fully described in the Second Schedule here under written and known as 'MAGNUM ESTATE';
- v. Unit: * the UNIT * shall mean SHOP/FLAT/ space in the building, all fittings and fixtures therein as is hereby agreed to be constructed by that Developer for and on behalf of the Purchasers and more fully described in Part 1 of the Third Schedule here under written;
- vi. Parking Space: 'After allocation of parking space to the flat owners' any additional parking shall only be available as 'PAID FOR BASIS AS PER AVAILABILITY'. This includes the Parking in the set back areas.

d visitor parking space.

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- vii. the "COVERED AREA" : shall mean :
- a. Covered Area of Unit : Wherever, the same, relates to the shop/flat space, it shall mean:
- : the total area of the Unit computed by adding together the following:
- i. the floor area comprised of the Unit:
 - ii. area of the walls and columns (common walls separating the unit from the adjoining units, of which, only 50% to be added) and,
 - iii. the proportionate share in the Common Areas comprised in the building.
- b. Covered Area of Building: Wherever, the same, relates to the building it shall mean the total covered area comprised of all the Units in the Building:
- viii. Undivided Share : "the UNDIVIDED SHARE" shall mean the undivided impartible and indivisible share in the land, agreed to be purchased, by the Purchaser.
- ix. Proportionate /PROPORTIONATE SHARE" or "PROPORTIONATELY :— "PROPORTIONATE" OR "PROPORTIONATE SHARE" or "PROPORTIONATELY " shall mean the proportion in which the covered area of the Unit to the total covered area of the Building PROVIDED THAT where it refers to the share of the Purchaser in the rates and / or taxes amongst the common expenses that such share of the whole be determined on the basis on which such rates and / or taxes are being respectively levied i.e. in case the basis of any levy be area, rental income

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or user then the same shall be on the basis of area, rental income and user respectively:

x. Common Portion (4th Schedule):

"THE COMMON PORTIONS" shall mean the area, facilities, and amenities in the building meant for common use by the co-owners of the building as more fully described in the Forth Schedule here under written:

xi. Common Expenses (5th Schedule) :

"the COMMON EXPENSES" shall mean the expenses of the nature described in the Fifth Schedule here under written:

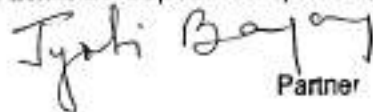
xii. Co-owners: the CO-OWNER "shall mean all persons who have agreed to own Units in the building:

xiii. Sanctioned Plan: the "SANCTIONED PLANS" shall mean the Plan for construction of the Building Sanctioned by the Ranchi Municipal Corporation, Ranchi bearing RMC/BP/0637/W16/2023 dated: 22.02.2024.

xiv. COMMON PURPOSES: the "COMMON PURPOSES" shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the Common Portions and the open land at the Premises and the Building and the purpose of regulating actual rights and liabilities of the Co-owners for the beneficial use, occupation and enjoyment by the Co-owners have common interest relating to the premises and the building:

xv. Shop/Flat Owner's Association: "the ASSOCIATION" shall mean the Association to be promoted by the Developer or the Co-owners for the Common Purposes:

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xvi. Architect /the ARCHITECT / CONSULTING ENGINEER "shall mean Architect / Consulting Engineer appointed by the developer as the Architect for the building from time to time:

xvii. Advocate: Advocate appointed by the Developer from time to time.

xviii. Development Agreement : 'the DEVELOPMENT AGREEMENT' shall mean the Agreements made between the Confirming parties and the Developer inter-alia in respect to the construction of the buildings.

xix . Date of possession:"DATE OF POSSESSION" shall mean the date as defined in Clause 8 of the operative portion of the agreement:

xx. Singular shall include the Plural and vice - versa.

a. Whereas the Developer has entered into possession of the said land. The plans for construction of the buildings at the said land have been sanctioned by the Ranchi Municipal Corporation, Ranchi.

b. And whereas the Developer have planned to construct a Multi- storied Commercial-cum-Residential Building/Buildings to be called 'MAGNUM ESTATE' on the aforesaid land.

c. The Purchaser being desirous of owning the unit, and a proportionate share in the common portions has agreed to purchase the undivided share in the land from the owner mentioned above, subject to the purchaser getting the said unit, and proportionately the common portions constructed from the Developer in terms of the Development Agreement as Supplemented by these presents.

d. The Developer has also agreed to construct the said unit, and proportionately the common portions for and on behalf of purchasers on the terms and condition here under contained.

e. Whereas the Developer is also entering into separate agreements with several other persons regarding shop/s / commercial areas and other tenements in the said buildings under construction / to be constructed by the Developer.

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Iyori Bajer
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- f. At the request of the Developer and Purchaser the Landowners have agreed to join in and confirm these presents.

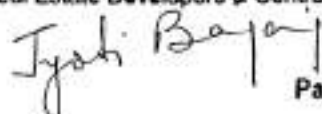
Operative Provisions : NOW IT IS HEREBY AGREED AND DECLARED by and between the parties here to as follows.

Purchaser know about the Plan : The Purchaser has examined the sanctioned plans and the Development Agreement and thoroughly satisfied himself / herself about the rights of the developer and the manner and specifications of construction and the measurement of the unit and agrees not to raise any question or objection in respect of any change or amendments that the Developer may make therein, if for any reason, any changes are required to be made by the sanctioned Authority, Architect or Developer resulting in reduction or increase in the above mentioned area of shop/ paid for parking space or its location, no claim, monetary, or otherwise will be raised or accepted except that the rate per sq.ft. will be applicable on the changed area. If any difference is found at the time of handing over actual possession of the said shop to the buyer the price will be adjusted accordingly.

Consideration Construction and Installments (7th Schedule): For the consideration mentioned in Part - I of seventh Schedule here under to be paid in installments as mentioned in Part - II of the seventh Schedule here under, the developer agrees to construct and complete and make tenable in the manner herein after mentioned the said unit and the common portions. The said consideration includes the costs of construction and completion of the unit and the common portions and cost of land.

3. Developer to complete the said unit by 6th Schedule: The Developer shall construct and complete and make tenantable / habitable the said unit, the parking space and common portion in the manner with the amenities and provisions as mentioned in the sixth Schedule here to by 36 months from the date of this agreement with grace period of six months with good quality materials and good standard workmanship, subject always to various shop / flat space buyers making timely payments. If delay / days lost due to forced majeure, / reasons caused by non-availability of essential items for construction, loss of working days due to bandh, lockouts etc, change of policy by the Government and Local Authorities and other causes beyond the control of the developer occurs, in that case, the time so lost shall further be added to the period mentioned

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above besides the grace period at 6 months. No claims by way of damages, compensation shall be made against the builder in case of delay and handing over the possession on account of the said reasons or any other reasons beyond the control of the Builder / Developer.

3.1 In case the buildings are not completed or the Unit to be acquired by the Purchaser is not completed within months, the completion period shall be extended to 31st March, 202.... with a grace period of six months.

3.2 Contract of construction not terminable: It is clarified that the purchasers as well as the Developer in no case is entitled to terminate the contract placed here under on the Developer. The remedy of the purchaser for default of the developer if any will only be to claim damage.

4. In addition to the said consideration, the purchaser shall also pay to the Developer the following:

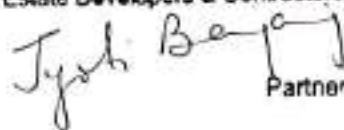
a. Charges for providing any work in or relating to the unit at the request of the purchasers and for providing any necessary facility or utility in the said unit, common portions and/or portions in the said Premises in excess of those mentioned in the Sixth Schedule hereto Provided that if any work or provisions be for the purchaser of common nature with some or all of the other co-owners the Purchaser and such of the Co-owners shall share the charges therefore proportionately & the Purchaser shall be liable to pay only his proportionate Share thereof:

b. For all betterment fees, taxes charged : All betterment fees and similar levies and sales tax, service tax, if any, charged or to be charged by the Government or Municipality by the Government relating to the Building or any part thereof proportionately.

Above payments to be made before completion or transfer or delivery of possession: All the aforesaid payments shall be made at or before the date of possession for completion of transfer of the said unit (whichever be earlier).

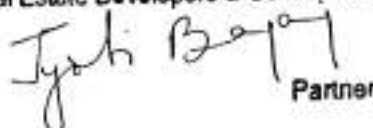
Interest @ 2% per month on overdue amount: In case of delay in payment by the purchasers of any amount herein the purchaser shall be without prejudice to the other right of the Developer, is also liable to pay to the Developer interest @ 2% per month on such amount due.

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6. Developer entitled to possess till transfer completes :- Until possession of the said unit be not delivered to the purchaser, the Developer shall be entitled to possess and enter upon the said unit for the purpose of development thereof and the premises in terms of this agreement.
- 6.1 Purchaser entitled to use: Upon delivery of possession of the said unit, the purchaser shall exclusively be entitled to use and possess only the said unit.
- 6.2 Entitlement: Upon completion & delivery of possession, the Purchaser shall have such rights and interest in the building and the said premises as be deemed necessary and shall be entitled to the said unit and the paid for parking space for the use and enjoyment thereof (wholly & exclusively) and of the use and enjoyment of the Common portions in common with the co-owners. In no case, the purchasers will have any claim or right on the roof and /or terrace of the Building and/or other open and/or covered spaces in the premises and/or the Building which are not expressly stated to belong to the purchasers and/or the co-owners. The Purchaser shall not in any manner obstruct the Developer in carrying out any work in any portion of the said premises and/or the Building solong as the Purchaser's said rights over the unit, paid for parking & the common portions be not unreasonably affected.
- 6.3 Purchasers not to encumber and /or enter into any agreement: Notwithstanding the aforesaid, the purchasers shall not sell, encumber or deal with the said unit, and or to enter into any agreement for the same with any reason of any nature until all amounts payable to the Developer be not paid by the purchaser to the Developer and until the date of Possession or without the written consent of the Developer. However, at present the Purchasers in order to Purchase the Unit may take loan from any financial institution and in such event the Developer / Landowners shall provide all the relevant documents required by financial institution. Such loan shall not be otherwise utilized except for making payment against the price of unit:
- 7.1 Unit at the risk of the purchasers: After taking possession of the unit, the same shall be at the risk of the purchasers.
- 7.2 Developer entitled to compensation for arrears and the purchasers to compensate therein :- The Developer shall be entitled exclusively to collect on behalf of the Purchasers all compensation becoming receivable in respect of the said unit, the common portions and the said undivided share until all the amounts becoming payable by the purchasers to the developer hereunder be not fully paid and the purchasers shall co-operate therein and shall not obstruct to the same in any manner

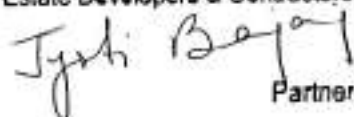
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whatsoever and shall also grant such authorities as be required therefore by the Developer:

8. Purchasers to be deemed to have taken possession of the said Unit on 15th day of service of notice of completion thereof: The purchaser shall take and /or be deemed to have taken possession of the said unit, and on the fifteenth day of service of notice of completion thereof by the Developer and such fifteenth day of service shall for the purposes herein be deemed to be " the Date of Possession" irrespective of when the purchaser takes actual physical possession of the said unit.
- 8.1 Purchasers to take possession after fulfilling all his covenants on or before the date of possession: The possession of the unit shall be only handed over to the purchasers after execution of sale deed in his favour. The sale deed will be only executed by the land owner and the developer after payment of entire agreed amount.
9. As on and after the Date of possession, the purchaser shall not raise any objection or make any claim of any nature whatsoever regarding construction of the said Unit. The said unit shall for all purposes be deemed to be completed and the Developer provides reasonable egress and ingress thereto and shall provide water and electric (temporary or permanent connections therein on payment of requisite charges). The Developer undertakes to rectify the defects as and when pointed out for a period of one Year from the Date of the Possession of the said Unit. All defects pointed must be recorded in the Register for Defects and Rectification available at the site. No other defects shall be addressed, except those entered in the Defect and Rectification Register.
10. BEFORE THE DATE OF POSSESSION THE PURCHASER SHALL PAY THE FOLLOWING AMOUNT:
 - a. Pay to the Developer all amounts becoming due the Developer payable hereunder;
 - b. Pay to and / or deposit with the Developer the amounts and for the purposes and on the condition as mentioned in parts Fourth & Fifth of the Seventh Schedule hereunder and, if applicable:
 - c. Pay to the Developer the Sales Tax, Service Tax, GST in respect of the works and supplies as per the laws, if applicable.
 - d. Execute the papers and documents required by the Developer including those mentioned in the Eighth Schedule hereunder:

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11. As from and after the Date of Possession the purchaser covenants as follows:

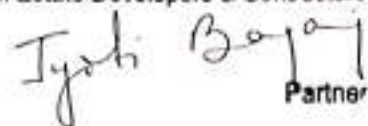
- a. To co-operate with the Developer in the formation of the association and works relating to common purposes. The Society/Association will be formed by the Landowners and Developers and later handed over to the Co-owners after all Maintenance Parameters are put in place.

To observe the rules framed from time to time by the Developer & Upon its formation by the Association for quiet and peaceful enjoyment of the building and the said premises as a decent commercial complex of reputed, respectable and well to do persons.

To allow the developer and its workmen to enter into the said unit for the purpose of completion of construction of the building and acts relating to common purposes.

- d. To pay and bear the common expenses, proportionately.
- e. To deposit the amounts reasonably fixed by the developer from time to time towards the Purchaser's liability for the taxes and other outgoing.
- f. To pay for Electricity and other Utilities consumed in or relating to said unit.
- g. To use the said unit only for the purpose for which it is intended. It being clarified that the **building is designed both for commercial and residential purposes as per the sanctioned Plan. However, the Builder, if he/she chooses may alter the purpose of use within the bye laws, and the other Purchasers' shall not raise any objection on this account.**
- h. Not to put any name plates on the outside wall or inside wall of the unit or the Building except at the place or places as be approved by the Developer and / or upon its formation, by the Association:
- i. Not to change the outer elevation of the building.
- j. Not to ever demolish or cause to be demolished any part of the said building nor shall at any time make or cause to be made any new construction whatsoever nature in the said Building.

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- k. Not to make any addition or alteration to the said unit without the previous consent in writing of the Developer or Society / Association of co- owners when formed.
- l. Purchasers shall not use of plastic / polythene bags. This is strictly prohibited in the building. This is in accordance with the guidelines of the State and Central Governments.
- 12.1 Purchasers to pay and deposit when asked for: The payments and deposits shall be made by the purchasers as mentioned in schedule- Seventh and also in part 3 & 5 of scheduled Seventh from time to time and within 7 days of the purchaser getting the bill for the same in the said unit at the above address of the Purchasers:
- 12.2 Until association formation developer to maintain building and purchasers to pay maintenance charges: Until formation of the Association as mentioned in clause 11 herein the Developer shall manage and maintain the Building & the said premises and / or do all works relating to common purposes and the purchasers shall pay to the Developer a fixed amount calculated at the rate as be advised by the Architects subject to the minimum estimated amounts as mentioned in part - III of the Seventh Schedule here to without holding the Developer liable for any accounts or explanation of its expenses.
- 12.3 Purchaser to deposit for taxes: The deposit for the Municipal rates and taxes in pursuance of clause 11(f) herein above shall be as per the advice of the Architect keeping in view the laws as be then prevailing subject to a minimum amount mentioned in Part -III of the Seventh Schedule here under written in the case where the said unit be used by the Purchasers for his own use, and shall otherwise be subject to a minimum 60% of the monthly letting out value thereof as estimated by the Developer and upon its formation by the Association (if applicable). The Unit Owner shall be liable to pay maintenance once possession is handed over, irrespective of whether the Unit is occupied or not. This is expressly agreed upon by the Purchaser at the time of entering into the Sale Agreement.

For JB Real Estate Developers & Contractors

Jyoti B. B. B. B.
Partner

13. Utilization of amount to be deposited on aforesaid: All amounts to be deposited by the purchaser in pursuance hereof shall be utilized only for the purpose for which the same are made subject however to the other provisions hereof.
14. Developer/Purchaser to form association for maintenance, co-owners to be made share holder proportionately: As soon as possible after completion of the Buildings in all respects the purchasers shall form the Association for maintenance & management & for other Common purposes and the Co-owners (including the purchaser) shall be made the proportionate share holders thereof.
- 14.1 Purchaser to pay the Proportionate costs of formation and the expenses of the Association: Purchaser shall bear the Proportionate costs of formation and the expenses of the Association.
- 14.2 Developer shall transfer to the Association all his right for common purpose and all deposits after adjustment, if any.

The Developer shall upon completion of the Building in all respects or earlier at the Developer's option transfer to the Association, the Developer's rights and obligations in respect of the common Purposes. The Developer shall also transfer the residue then remaining of the deposit as referred to in Parts-III and IV of the Seventh Schedule, if any made by the Purchasers after adjusting all amounts remaining due and payable by the purchasers and the amounts thus transferred shall henceforth be so held by the association in the account of the purchaser for the purpose for which the same is intended. The association of co-owners (including the Purchaser) shall however remain liable to indemnify the developer for all liabilities due to non-fulfillment of their respective obligations hereunder.

- 14.3 The building shall be named as 'MAGNUM ESTATE', which shall never be changed by the Purchasers and / or the association:
- 14.4 Advocate to draw documents for transfer and common purposes: The Advocate shall draw all rules and regulations for management and maintenance and all other documents for common purposes and / or in pursuance hereof and containing such covenants as is the sole discretion of the Advocate which shall be accepted by the Purchasers without any objection:

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Partner

15. All costs for transfer of unit to be borne by the Purchaser: All stamp duty, registration charges and incidental expenses for and /or relating to all documents as envisaged hereunder shall be borne and paid by the purchaser, and such payments as be estimated, by the Developer shall be made by the Purchaser to the Developer within 7 days of the same being demanded by the Developer : It is mandatory to register the transfer of the premises before the premises is handed over to the purchasers.
16. Purchaser's default :In case the purchaser commits default in fulfilling and observing its covenants herein contained and within the respective periods as specified herein hereinafter then and in such event, the present agreement shall stand terminated and all rights and claims of the purchaser against the Developer, the association and / or the said premises, the Building and /or the Unit shall stand extinguished and the Undivided share and the right to receive conveyance thereof and the said unit and all construction, installations and fixtures and all other rights and interest of the Purchaser in the unit and the Building and the said premises shall also stand forfeited and / or vested in the Developer as the nominee of the Purchaser without any right of the Purchaser to receive any refund or any amount whatsoever paid hereunder and the Developer shall be entitled to have all such rights and interest of the Purchasers forfeited as aforesaid transferred in its own favour and / or in favour of its nominee without any way becoming liable to pay any amount or additional amount for the same to the Purchaser.
17. Upon forfeiture purchaser to hand over vacant possession: Immediately upon termination or forfeiture of the right and interest of the Purchasers as mentioned in Clause-16 here in above mentioned, the purchasers shall hand over vacant possession to the Developer of the said unit and all other parts of the Building and the said premises in his possession by virtue hereof and the purchasers shall until such delivery of possession pay to the Developer profits and / or damages to be calculated at the market letting out value of the said unit and in case the said unit be in occupation of any tenant or other occupant then become liable to pay to the Developer the rent, license fees and all other amounts whatsoever becoming payable by him in respect of the said Unit and the Purchasers shall not claim, demand or receive any such payment or obstruct the Developer in collecting the same :
- 17.1 Developer may withhold utilities:Without prejudice to the aforesaid the Developer and after possession , the association shall also be entitled to with-hold all utilities and facilities to the purchasers and / or the said

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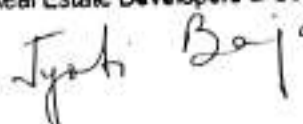
Unit including electricity and water supplies and / or other services until the time the purchasers continues in default.

Purchasers to pay compensation and interest with arrears: In case the Developer agrees to condone the default of the Purchasers upon payment of all the amounts remaining unpaid then and in such event the Purchasers shall along with such arrears, also pay compensation for the loss and / or damages suffered by the Developer and also interest @ 2% per month for the period of default on all amounts remaining unpaid.

18. Developer's right to raise further storeys:- Notwithstanding anything to the contrary elsewhere herein contained, the roof and / or terrace of the building shall always be the property of the Developer and the purchaser/s shall have no right of any nature whatsoever therein. However, it is agreed that the developer may raise further additions to the Storeys' in the building if permissible under the existing building bye-laws of competent authority and the Purchasers' shall not object or cause objection for the same.
19. Arbitration by the nominee of the advocate: All disputes and differences by and between the parties hereto in any way relating to or connected with the building and / or this agreement and / or anything one in pursuance hereof shall be referred to the Arbitration of any person appointed by the Parties and the award made by such Arbitrator shall be final and binding on the parties hereto. Such arbitration shall otherwise be in accordance with the Arbitration Act.
20. Purchaser has no right over the roof: The purchaser shall has no right over the roof and parapet of building. The roof right shall be with the Developer only.
21. Jurisdiction: Only courts having original jurisdiction over the premises shall have jurisdiction in all matters relating to or arising out of this agreement.
22. Notices: All notices to be served hereunder by either of the parties to the agreement shall be deemed to have been served on the 7th day of the date the same has been delivered for dispatch to the postal authorities by registered post with acknowledgement due at the last known address of the addressees party hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO :

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(the said land)

All that piece and parcel of the land measuring an area of 36.716 Decimals more or less, being portion of M.S. Plot No. 1688, Sub Plot No. 1688/B/P, 1688/B/P, 1688/B/P, 1688/A, 1688/D and 1688/C/P, **Thana No.198**, corresponding to Municipal Holding No. 484 and, New Municipal Holding No. **01600026900002Z0, 0160002689003Z0, 0160002688000Z0 , 016000268700Z0 & 0160002706002A2**, Old Ward No. IV, present Ward No. 16 of the Ranchi Municipal Corporation, Ranchi, situated at Village-Konka, Church Road, Ranchi P.S.- Lower Bazar, District- Ranchi, in the State of Jharkhand, shown in RED Wash in map attached herewith forming part of this agreement and the same is butted and bonded as follows;-

North - Portion of Plot No.1688 E & Old Grace Villa
South -Church Road
East - 22 Ft. Wide Road
West - Polytechnic College

The measurement of the said land has also been given in the sketch map attached hereto & shown within red borders, in the plan being Annexure - 'A' hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(The building)

ALL THAT Commercial cum Residential Building being constructed on the land mentioned in First schedule and planned to consist of a Basement, LowerGround Floor, Ground Floor and seven upper floors comprising shops/ office spaces/residences/Kiosks/other Spaces, staircase Room, water tanks and other constructions on the roof of the building.

THE THIRD SCHEDULE ABOVE REFERRED:
(the Unit Proposed to be purchased by the Purchaser)

ALL THAT the Shop / Flat/Space bearing Shop/Flat/Space No.....onFloor having a built-up-area ofsquare

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feet (more or less) shown within "YELLOW" borders in the Plan being Annexure - "B".

Proportionate share in the land:% Undivided proportionate share in land, i.e. equal tosq.ft. more or less.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(the Common Portion)

1. Common paths, passages, driveways and main entrance to the Premises and the building.
2. Security Guards Room.
3. Common Boundary Walls and main gates.
4. Drainage and sewerage and all pipes and other installation. (except only those installed within the exclusive area of any unit and / or exclusively for its use).
5. Low tension and /or high tension electrical installation and its room (if any) transformer (if any) electrical substation (if any) and all electrical wiring and other fittings (excluding only those as per installed within the exclusive area of any unit and / or exclusively for its use) :
6. Stair case, stair case landing and / or mid landings on all floors in the building.
7. Lobbies on all floors.
8. Deep tube wells and its installations, Lifts.
9. Water pump, Sump Tank, Overhead Water Tank, Septic Tank, Soak-pit, Rain water Harvesting, Sewerage Treatment Plant, Water treatment plant, Ducts and all common plumbing installations for carriage of water (save only those as are exclusively within and for exclusive use of any Units).
10. Such other common parts, areas, equipment installations, fittings, fixtures and spaces in or about the premises and the Building as are necessary for passage to and / or user of the Units in common by Co-owners BUT EXPRESSLY EXCLUDING the roof and /or terrace and the parapet walls of the Building and covered areas of units of other co-

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owners and the car parking spaces as may be demarcated by the Developer from time to time if any on the open land at the premises or in the ground floor for exclusive use of any unit Owner or Occupier. It is Expressly Agreed that the Roof Rights of the Building/Buildings shall be the Exclusive Property of the Landowners & Developers and NO UNIT OWNER shall raise Objection or make any Claim of any nature regarding the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, maintaining, redecorating, reconstructing and / or lighting the common portions in the building including their outer walls.
2. The Salary of all persons employed for Common Purposes including durwans, security personnel, sweepers, plumbers, electricians, Operators, other Maintenance personnel, etc.
3. Insurance premium of the building shall be paid at the time of Registration of Unit.
4. All charges and deposits for supplies of common utilities to the Co-owners in common:
5. Municipal Tax, Water Tax and other levies in respect of the Premises and the Building save those separately assessed on the Purchasers.
6. Cost of formation and operation of the Association / Society.
7. Cost of running, maintenance, repairs and replacement of:
 - a) Transformers (if any)
 - b) Water pumps and its installation
 - c) Deep tubewell (if any)
 - d) Generator,
 - e) Lifts and Elevator,
 - f) Other common installations
 - g) Maintenance of roof.
 - h) Cost of running Air Condition plant.
8. Electricity charges for the electrical energy consumed at the common portions and / or for the operation of the Common Services.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

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10. The office expenses incurred for maintaining an office for running association of persons (the Purchaser).
11. All other expenses, taxes, rates and other levies etc .as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and / or periodic repairing of the common portion.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Particulars of Construction)

PART-I

("Specification" of the building and flats Schedule)

Foundation	:	As per the design of structural consultants.
Structure	:	Reinforced cement concrete framed building with Basement, Lower Ground Floor, Ground plus 7 upper floors.
Flooring	:	Complete vitrified flooring. (Size 24" x 24") ISI make. "
Walls	:	Red Brick/Flyash/AAC blocks Masonry 4"/5"/10" thick (as Approved by Architect), partition 4"/5"/10" thick with cement mortar, plastering both sides of the surface finished with plaster of paris/birla putty with cement primer on the inside wall and one coat snowcem with two coat weather coat paint in the external areas the building.
Windows	:	Three track UPVC windows with 5mm clear Glass.
Doors	:	Wooden frame Chowkhats (Salwood/Hardwood) with flush door outside and inside, with Steel fittings with Godrej/Equivalent Locks and painted with two coat of synthetic enamel paint over a coat

		of cement primer with Eye piece in main door.
Toilets	:	One European and one Indian Pan, Basin, Shower, Ceramic tiles up to seven feet with CPVC Pipes for hot and cold water. All chrome finish CP fittings, power plug for geysers ISI make.
Sanitary Fittings	:	White glazed Ceramic sanitary wares mark of Hindware/Parryware/Jaguar/Equivalent with Ceramic Cisterns.
Kitchen	:	Floor Tiles Flooring (Size 12" to 16"), working platform with granite top & S/S sink with drain board, glazed tiles up to 2 feet above the working top. Provision of exhaust fan point, powerpoint, geyser point and RO point in the kitchen.
Balcony+ Stair Case:	:	Steel Railing, or as approved by Architect.
Electrification	:	Concealed PVC Copper wiring (HPL/Havells/Polycab/Mescab/anchor/Similar ISI make) and modular switches (Legrand/ Havells/ Anchor/Roma Modular). Power plug in each room. A separate transformer for the building/buildings & an electric connection from JSEB will be provided to each flat at additional cost.
Telephone/TV	:	Telephone, TV Connection, Fiber Connection in drawing room.
Water Supply	:	24 hrs. water supply from Deep Tube well and overhead tank RCC/Sintex.
Generator	:	500 watts supply in each flat and running Water Pump/ Lift/ Common Area lighting shall be

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Partner

		provided at additional cost. (Eicher/Jackson / Kiloskar)
Parking	:	Anti- skid tiles.
Common Space	:	Tiles/Granite/Latest Materials, or as Approved by Architect
Lift	:	As per Provisions made in the Sanctioned Drawing.
Cement	:	As Approved by Architect.
Steel	:	As Approved by Architect.

PART-II

("Specification" of the Commercial space Schedule)

Foundation/Structure	:	As per the design of structural consultants. Reinforced cement concrete framed building with Basement, Lower Ground,Ground plus 1/2upper floors.
Walls	:	Red Bricks/ Fly ash bricks/AAC Blocks
Wall Finish Internal	:	All walls & ceiling cement plastered and finished with Plaster of Paris/Putty
External Wall	:	Plaster and Weather Coat Paint

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Doors	:	Steel Rolling Shutters.
Façade	:	As Approved by Architect

Note. Installation of separate Generator facility, lift, stairs, interest on roof of building will not be given to the shop/s owners. All Advertisement and Hoarding Rights on and around the building shall be the Exclusive Right of the Developer & Landowner and no one shall stake Claim or raise any Objection on the Installation of the Same.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

PART - I

(Consideration)

The total consideration payable by the Purchaser to the Developer shall be as follows:

1. Cost of undivided proportionate share of land is Rs...../- (Rupees Only).
2. Cost of construction of Unit, & proportionate Cost of the common portions Rs...../- (Rupees Only) including/ not including parking space.
3. Rs...../- (Rupees Only) (plus Goods Service Tax (G.S.T.)).

Out of which the Purchaser has paid Rs...../- (Rupees Only) as an advance through Cheque No.....dated:..... on , Ranchi.

PART - II

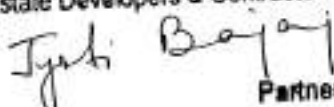
(Installment of Payment)

Total amount mentioned in Part I herein above shall be/is paid by the Purchaser to the Developer as follows:

PAYMENT SCHEDULE

Percentage Amount to be Paid

AT THE TIME OF BOOKING- 10%

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AT THE TIME OF AGREEMENT-----20%
 AT THE TIME OF COMMENCEMENT OF STRUCTURE----20%
 AT THE TIME OF ROOF CASTING-----20%
 AT THE TIME OF COMMENCEMENT OF BRICK-WORK---20%
 AT THE TIME OF FINISHING-----05%
 AT THE TIME DELIVERY/POSSESSION-----05%

G.S.T. shall be paid as an when bill is raised. It shall be charged on the amount paid by the Purchaser at the time of making of Payment.

PART - III

(Maintenance Charges & Taxes)

(Maintenance Charges and taxes)

1. The maintenance charges payable in pursuance of clause-12.2 of the operative provision of this agreement will be @Rs..... per sft. per month of the total covered area comprised in the unit or as fixed by the society of the Developer of the Complex. Maintenance Charges for 36 Months to be paid in Advance at the time of Handing over of Premises.

PART - IV

(Deposits)

(Rs...../ per sft. of shop area and Rs.../- per sft. for flat area to be made by the Purchasers at or before the Date of Possession)

(For electric connection)

1. For security deposit for electric connection to the said unit to be paid by the Purchasers on actual basic on or before taking possession of the Unit. Prepaid Electric Meter shall be Provided in each Unit the Cost of which shall be borne by Purchaser/Unit Owner.

(for formation of & subscription for association)

2. For formation and subscription of the Association of Rs...../-(Rupees only).

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 Partner

- (for common expenses) 3. For 24 months estimated common expenses @ Rs. ... to per sft. on area of unit or as per decision of the Management.
- Indoor& Outdoor HVAC Unit4. The purchaser shall pay the cost of the unit as per actual.

PART -V

(Purchasers to at or before date of possession) (Further payments to be made by the pay Purchasers at pay at or before or before the Date of possession of the said unit.

- (Charges of for stamp duty) 1. Against the fees of the Advocate in terms of clause 15.1 above 100% shall be paid / or deposited with the Developer at or before the execution of this Agreement and registration charges of all documents in pursuance of this agreement.
2. The purchasers shall also pay and / or deposits with the Developer the estimated stamp duty.

(Purchasers to pay the amount) 3. All amount till date of possession becoming due payable by the purchaser under the provisions of this agreement :

THE EIGHTH SCHEDULE ABOVE REFERRED TO :
(Delivery of papers)
(Papers to be executed and delivered to the Developer)

1. Declaration & affidavit regarding ULC Act :- If required under the Urban Land Act the purchaser shall execute relevant document, Declaration and affidavit regarding immovable properties held by the Purchaser.

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Partner

2. Papers for electric connection :- The purchasers shall execute relevant document, Declaration and affidavit for electric connection in the said unit etc.
3. Papers for mutation :- Paper for mutation of the said unit in the name of the Purchasers in the Government and municipal records :
4. Papers for formation Association of Association / Society under the Apartment Act.
5. Possession Letter :- Letter of receipt of possession
6. Income Tax Forms :- Forms under the Income Tax Act, 1961, if any :
7. Other necessary paper Such other papers and acts as be reasonably papers required by the Developer for carrying out the scheme of transfer and for common purposes :

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day, month & year first above written :

WITNESS:-

1.

For JG Real Estate Developers & Construction

Jyoti Bajaj
Partner

DEVELOPER

PURCHASERS

2.

LANDOWNERS/CONFIRMING PARTY
(through their attorneys)