

SALE DEED

DEED OF SALE is made at Ranchi on this the day of June, 2024 (Two Thousand and Twenty Four)

BETWEEN

UNNO REALTY, a sole proprietorship firm, having its office at Suite No - 4-A, 4th Floor, Centrium, 5 Main Road, Ranchi, Jharkhand-**834001** having through its proprietor **Mr. NIHIT GARODIA**, S/o Sri Shravan Kumar Garodia, having Aadhar No- **9828-7501-1475**, PAN No- **ACBPG4234H** by faith – Hindu, resident of 5/1-Vasant Vihar, Kanke Road, Ranchi, PS-Gonda, District-Ranchi-**834008** Indian National, herein referred to as **DEVELOPER** (which expression shall, unless repugnant to the context or excluded by these presents, mean and include, their respective heirs, legal representative executors, administrators, successors-in-interest and assigns) of the **FIRST PART**.

AND

SRI _____ Son of _____, Grand Fathers Name _____ having Aadhar no. _____ PAN No _____ by faith _____ by caste _____, by occupation _____, Resident _____, Ranchi – 834002, Jharkhand, Jharkhand, Indian National, hereinafter called the **PURCHASER** (which expression shall, unless repugnant to the context or excluded by these presents mean and include his/her heirs, legal representatives, executors, administrators, successors and assigns, either or Survivor of the **SECOND PART**).

WHEREAS said Land owners SRI SUNIL Kumar Bhatia and SRI SUSHIL KUMAR BHATIA are the absolute owner and is in peaceful possession over the land measuring an area of 8.59 Decimals each totalling to 17.18 Decimal more or less both being portion of M.S Plot No. 1794 Sub Plot No. 1794/part corresponding to Holding No. 0270001290000D1 & 0270000844000X4 within Ward No. 24 of Ranchi Municipal Corporation, Ranchi situated at Village - SIRAM, P.S. No- 210, P.S - Chutia, District - Ranchi, State Jharkhand morefully and particularly described in schedule below.

AND WHEREAS M.S Plot No. 1794 situated at Village - SIRAM, P.S. No- 210, P.S - Chutia, District - Ranchi, State Jharkhand is recorded in Municipal survey record of right in the name of Arther Tosco Peppe as owner cum occupier.

AND WHEREAS Maharaja of Chotanagpur transferred said property to Arther Tosco Peppe vide registered Deed dated 31.03.1908 registered in Book No. 1, Volume No. 31, Pages 7 to 10 being Deed no. 4030 of 1908.

AND WHEREAS said Arther Tosco Peppe and others sold and transferred said land and other land to Sri. Pragji Karamshi Chouhan, Son of Karamshi Chouhan by virtue of

registered deed of Sale being Deeds No. 2510 dated 15.04.1946 which is entered in Book No. 1, Volume No. 18, Page No. 427 to 435 in the year 1946 which is registered in the office of the District Sub Registrar Ranchi.

AND WHEREAS said Sri. Pragji Karamshi Chouhan, Son of Karamshi Chouhan sold and transfer the said land Land measuring 10 (Ten) kathas 6.3/4 Chhataks or 174 Karis more or less from out of M.S. plot no. 1794, situated in Village- Siram Pergana Khukra, Thana no. 210, under Ward no. III (Old) 24 (New), in the Town and District Ranchi to Smt. Satya Devi Bhatia, Wife of Surrendra Nath Bhatia by Virtue of registered deed of Sale being Deeds no. 438/405 dated 25/01/1956 which is entered in Book No. 1, Volume No. 20, Page No. 262 to 266 in the year 1956 which is registered in the office of the District Sub Registrar Ranchi.

AND WHEREAS said Smt. Satya Devi Bhatia after purchased said land coming peaceful possession over the said Land and she had Four Sons namely Jitendra Mohan Bhatia, Dharam Pal Bhatia, Sushil Kumar Bhatia and Sunil Kumar Bhatia and Two Daughters Padma Bhatia, Wife of Late Chandra Gupt Bhatia And Saroj Bhatia, Wife of Sri Krishna Gopal Bhatia.

AND WHEREAS said Four Sons elder son Jitendra Mohan Bhatia renounced the family after death of his father, second elder son Dharam Pal Bhatia was adopted by Dr. Somnath Bhatia accordingly all rights and titles of Dharam Pal Bhatia over properties of his natural guardian got ceased and the Two daughters got married and started living in their matrimonial homes where after the remaining Two sons namely Sushil Kumar Bhatia and Sunil Kumar Bhatia were the one who looked after their mother Smt. Satya Devi Bhatia.

AND WHEREAS love and affection subsequent thereafter Smt. Satya Devi Bhatia being the absolute owner of the scheduled property rightfully delineated in the schedule below had executed a registered will bearing Deed No. 28 dated 09.07.1973 in favor of her 2 sons namely Sushil Kumar Bhatia and Sunil Kumar Bhatia who used to take care of her during her last days and in the year 1973 dated 09-07-1973 wherein the scheduled property was bequeathed equally to both the sons.

AND WHEREAS after death of Smt. Satya Devi Bhatia in the year 1984 both Sushil Kumar Bhatia and Sunil Kumar Bhatia preferred probate application before Judicial Commissioner, Ranchi which was registered as Probate Case No. 195/2001 and finally vide order dated 23.03.2005 the then Additional Judicial Commissioner -IV namely Sri M. Mahto had granted joint Probate Certificate in favor of the 2 Sons Sushil Kumar Bhatia and Sunil Kumar Bhatia and accordingly both the beneficiaries came in joint possession over the scheduled property.

AND WHEREAS Due to disputes and differences amongst the said Sushil Kumar Bhatia and Sunil Kumar Bhatia a partition suit being P.S. No - 256/2007 was preferred before the Sub Judge -1, Ranchi which was finally vide order dated 17-07-2010 and in terms of compromise petition duly entered between the parties the said partition suit was decreed on 24.07.2010

by Sri J.P. Singh, Sub Judge -VII, Ranchi forming joint compromise petition part of the decree along with attached sketch map.

AND WHEREAS Sunil Kumar Bhatia & Sushil Kumar Bhatia after coming into peaceful possession over their respective land measuring 8.59 Decimals each got his name mutated in Town Anchal, Ranchi vide Mutation Case No. 652/2022-2023 & Mutation Case No. 650/2022-2023 which is entered in Revenue Records of Circle Office in Register II, Volume No. 14, Page No. 9 and paying rent to the state regularly and got holding from Ranchi Municipal Corporation, Ranchi and he had been allotted Holding No. 0270001290000D1 & 0270000844000X4 within Ward No. 24 of Ranchi Municipal Corporation, Ranchi and paying holding taxes to the corporation, regularly and he is coming in peaceful physical possession over the same.

That the LANDOWNER'S own and possess ad measuring 8.59 Decimals each being portion of M.S Plot No. 1794 Sub Plot No. 1794/part corresponding to Holding No. 0270001290000D1 & 0270000844000X4 within Ward No. 24 of Ranchi Municipal Corporation, Ranchi situated at Village - SIRAM, P.S. No- 210, P.S - Chutia, District - Ranchi, State Jharkhand along with structures standing there upon as described in **SCHEDULE-A** appended hereto below and as shown with measurements and under red delineation in the sketch map attached hereto as part hereof. The property described in **SCHEDULE-A** is the subject matter of the present development agreement and has hereinafter been referred as the **SAID PROPERTY**.

That being seized and possessed of the **SAID PROPERTY** as aforesaid the **LANDOWNER** decided to develop the entire area comprised in the same by construction of Commercial cum Res complex through a **BUILDER/PROMOTER** of good repute.

AND WHEREAS, the **LANDOWNERS** have acquired a very good marketable title over **“the Said Property”** in **Schedule-A** below;

The **LANDOWNERS** have approached the **DEVELOPER** for erection and construction of a Multi-Storied Building Commercial CUM Res complex on the land described in the **Schedule-A** as per the sanction Building plan **RMC/BP/0382/W24/2023** dated **22-12-2023** by the Ranchi Municipal Corporation/ Ranchi Regional Development Authority, Ranchi

Than, Thereafter a **REGISTERED DEVELOPMENT AGREEMENT** was entered by and between the **LANDOWNERS** and the **DEVELOPER** for construction of the Multi Storied Commercial Building complex and signed by all the concerned parties on **27.02.2024 (Mr. Sunil Kumar Bhatia) & 29.02.2024 (Mr. Sushil Kumar Bhatia)** before the competent authorities. The **LAND OWNERS** herein have entrusted the said entire premises to the **DEVELOPER** for carrying out construction of a **B+G+4 Floor** Multi-Storied Building complex for Units consisting **28** units in terms of a plan sanctioned by the Ranchi Municipal Corporation vide **B.C. Case no RMC/BP/0382/W24/2023** dated **22-12-2023** subject to

the terms and conditions recorded therein hereinafter referred to as the said **DEVELOPMENT AGREEMENT**.

AND WHEREAS, in terms of the **Development Agreement** dated 27.02.2024 (Sunil Kumar Bhatia) & 29.02.2024 (Sushil Kumar Bhatia), **M/s UNNO REALTY** as the **DEVELOPER** is developing **“THE SAID PROPERTY” (a total of 17.18 Decimals)** land at Village-**Siram**, PS-**Chutia**, District **Ranchi**, more fully described in **Schedule-A** below in a **B+G+4** floor Multi-Storied Building complex consisting **28 units** which will be known as **“SATYA CHAMBERS”** and has submitted the site plan and building plan to the Ranchi Municipal Corporation.

That the said multi-storied building having independent Units for Commercial purposes will be known as **“SATYA CHAMBERS”**.

In view of stated herein above the **DEVELOPER** has commenced construction of the said multi-storied building consisting of **28 Units, in B+G+4 Floor** open and covered parking spaces in the Basement Floor constructed spaces capable of being sold and transferred independently of each other in an area of land more fully described in the **Schedule-A** stated hereunder;

- a) The **LANDOWNERS** and **DEVELOPER** have allocated and demarcated their respective areas of the Units in the said multi-storied building of the said building complex known as **“SATYA CHAMBERS”** and in pursuance thereof the **LANDOWNERS** and **DEVELOPER** are free to sell and transfer their respective Units and the Unit in question has been exclusively allotted to the share of **DEVELOPER** who is free to deal with the same in the manner as it may deem fit and proper.
- b) By virtue of allocation of constructed area of the said Building Complex the **DEVELOPER** is fully empowered to deal with and/or sell the Units and/or Units of the said Building Complex in favor of the intending **PURCHASER** and/or **PURCHASER** and to receive the entire consideration amount in respect thereof.
- c) It was also agreed in terms of the said Development Agreement that all amounts payable in respect of the said Unit as stated hereunder towards the sale price / consideration amount shall be paid to the **DEVELOPER** herein and the **PURCHASER** is completely discharged from the obligation of making payment of any consideration amount to the **LANDOWNERS** herein and the **LANDOWNERS** are fully satisfied in respect of receipt of the consideration amount to be paid by the **PURCHASER** to the **DEVELOPER** herein.
- d) On or before the execution of this agreement, the **PURCHASER** have seen and examined the sanctioned plan and made searches of all papers relating to the

title of the property and has satisfied themselves about the **“OWNER’S”** title over **“THE SAID PROPERTY”** and the Developer’s Authority to develop and sell the Commercial saleable areas in the New Building known as **“SATYA CHAMBERS”** and shall not be entitled to raise any query or objection thereto in future. The **OWNERS** also represent that they have a legal, clear and valid right title over the **“SAID PROPERTY”** and there after approached **“THE DEVELOPER”** to sell them units, along with proportionate share of land and car parking area in the new building known as **“SATYA CHAMBERS”**.

AND WHEREAS, at the request of the **PURCHASER** the **DEVELOPER** offered to sale from the **DEVELOPER’S ALLOCATION** and the **PURCHASER** agreed to purchase a Commercial Units

UNIT NUMBER	FLOOR	CAPRET AREA IN SQFT	BUA IN SQFT	SBUA IN SQFT

With ___ KW *Three PHASE JSEB LOAD* and *_NIL_ Car Parking space* in the Basement Floor to be allotted at the time of Registry in **“SATYA CHAMBERS”**, constructed at Village-**Siram P.S.- Chutia**, Ranchi, more fully described in **Schedule-“B”** together with **03 KW Sound proof GENSET LOAD** and **0.93 decimal** of undivided proportionate share in the land in **Schedule-“A”** and also together with the **common parts, common amenities and the common conveniences** relating thereto for a total consideration of **Rs. _____/- (Rupees _____)** only plus applicable taxes.

NOW THIS AGREEMENT TO SALE BY AND BETWEEN THE PARTIES HERETO WITNESSETH AS FOLLOWS:

That the **DEVELOPER** has agreed to construct and sell and the **PURCHASER** has agreed to purchase from the **DEVELOPER’S ALLOCATION**, above Unit within **“SATYA CHAMBERS”**, situated at **Siram, P.S. Chutia**, Ranchi, more fully and particularly described in **Schedule-“B”** for a total consideration of **Rs. Rs. _____/- (Rupees _____)** only plus applicable taxes.

1. The **PURCHASER** has to paid to the **DEVELOPER** a sum of Rs _____/-receipt whereof the **DEVELOPER** does hereby admit and acknowledge.

2. The **PURCHASER** shall pay to the **DEVELOPER**, the balance consideration amount for the premises in **Schedule-B** before the execution and registration of the Sale Deed in phases as per details given in **Schedule C** below. On receipt of the entire balance consideration amount aforesaid, the **DEVELOPER** shall transfer the premises of the **Schedule-B** to the **PURCHASER** by registered Deed and shall simultaneously put the **PURCHASER** in possession over the same.
3. That the costs of stamp Papers and Registration charges/fee , Legal expenses as also the miscellaneous expenses including the lawyer's fee for registration of the Sale Deed shall be borne by the **PURCHASER**. The rate prevailing and the condition fixed by the Registering Authority at that time shall be applicable.
4. That the **PURCHASER** may, with the consent of the **DEVELOPER**, nominate any person, whose name will be in the final deed of transfer of the "**Said Unit**" shall be executed and registered at the **PURCHASER COST**, and on such transfer being effected, the said nominee shall be bound by the terms and conditions of this agreement in the same manner and to the same extent as if this agreement was entered into by and between the Developer and **PURCHASER**. In such case the **PURCHASER** needs to pay the sum of 3% of the total consideration and extra applicable security deposit to be paid to JSEB plus applicable taxes/charges towards nomination charges.
5. That "payment of consideration amount and other amount/s as aforesaid within the stipulated period" shall be the "**ESSENCE OF THIS CONTRACT**".
6. That the **PURCHASER/s** and his nominee during or after transfer of "**THE SAID UNIT**" shall continue to pay the Installments as per schedule fixed in **Schedule-"C"**, faithfully and without fail.
7. That the **PURCHASER/s** shall, after possession and transfer of the "**THE SAID UNIT**" in "**SATYA CHAMBERS**" shall get his/her/their name mutated in Municipal Records and pay proportionate taxes to the Ranchi Municipal Corporation, Ranchi in his/her/their own name.
8. That the **DEVELOPER** further covenants with the **PURCHASER** that the Developer shall, from time to time and at all times hereafter whenever it becomes necessary, do and execute or cause to be done and executed at the cost of the **PURCHASER**, all such further acts, deeds and things whatsoever for further and more perfectly conveying and assuring "**THE SAID UNIT**" in "**SATYA CHAMBERS**" " unto and use of the **PURCHASER** as shall or may be reasonably required.
9. The Developer shall not change the sale amount as mentioned in **Schedule -"C"** provided the installments are paid by the **PURCHASER** regularly and faithfully in time. The **PURCHASER** making default in payment of the installment/s will have to

pay an interest of **12%** per annum and may be subjected to payment of **Establishment Cost**, besides the Developer's Right to cancel the Agreement at its sole discretion on non-payment of **3** consecutive installments.

10. In the event of the **PURCHASER** making default in payment of any of the said installment/dues on their respective due dates as aforesaid and without prejudice to the rights of the **DEVELOPER** to treat such default as a breach of this Agreement and cancel this Agreement, the **PURCHASER** shall be liable to pay to the **developer** interest at the rate of **12 %** per annum on the amount of the installment/s and/or dues in arrears for the period of the delay in payment of such installment/s and/or dues.
11. On default of payment of the installment, the installment can be regularized only after payment of the interest by the **PURCHASER to the developer**. The Developer has the right to reject the acceptance of the installment on default.
12. In the event of the **PURCHASER** wishing to cancel the agreement, he/she may do so by making a request in writing in which event also **1 %** of the total costs shall be deducted as establishment cost from the amount so far deposited and after refunding the balance, this agreement shall stand terminated without further reference.
13. The **PURCHASER** agrees with the **DEVELOPER** that before the premises in **Schedule B** is transferred in his/her favor, it may make such addition, variation and modification in the floor space as may be deemed necessary or may be required to be done by the **developer** at the instance of the Government, **RMC**, Ranchi or any other authority. The **developer** has full right to submit the sanctioned plan for re-sanction at any point of time for such addition, variation and modification.
14. That the **DEVELOPER** hereby declares that it shall erect and construct the said building in **B+G+4 Floor**, according to the plan sanctioned by **RMC.**, Ranchi and/or other sanctioning authorities and as per the specification more particularly described in the **Schedule-"D"** below.
15. The roof rights will vest with the **DEVELOPER** and the **LANDLORD** and the **SPACE OWNERS** of the "**SATYA CHAMBERS**" shall/ will have the right only on 600 square feet common roof area.
16. All charges in respect of any additional work or alteration in the Commercial Unit constructed in the said floor space as may be incurred by the **DEVELOPER** for the **PURCHASER** shall be payable to the **DEVELOPER** before possession of such unit is delivered to the Intending **PURCHASER**.
17. Under no circumstances possession of the said Commercial Unit in **SCHEDULE-"B"** be given by the **DEVELOPER** to the **PURCHASER** until and unless all payments,

deposits and dues required to be made under this Agreement by the **PURCHASER** have been paid in full to the **DEVELOPER**.

18. Subject to **“force majeure”** the **developer** shall complete the construction of the New Commercial Multi - Storied Buildings with other structures within 36 months from the date of sanction of the building plan / handover of clear possession of land from the LANDOWNER whichever is **LATER**. In addition of the aforesaid period of 36 months, the Developer shall also be entitled to 12 months **Grace Period**.
19. The undertaking aforesaid given by the **developer** is, however, subject to **‘force majeure clause’** like, availability of cement, steel or other Building materials, or power connection from competent authorities, drainage connection and/or happening of any labour problem or any act of God such as earthquake, flood or any other natural calamity and/or enemy, war restrictions by the Government, Ranchi Municipal Corporation or other Public authorities or any cause beyond the control of the **developer**, the **developer** will not be liable for any consequential delay and/or damages thereof.
20. That the **PURCHASER** shall get the building insured at their own cost for damage on account of fire, earthquake, etc. or any other natural calamity. Be it expressly noted that if the **PURCHASER** does not get the building insured as aforesaid, the **DEVELOPER** in no way shall be responsible in the case of any mishapning. The Developer represents that the Building **“SATYA CHAMBERS”** has been constructed Earthquake Resistant norms as prescribed by the Civic authorities.
21. That **“THE SAID UNIT”** be used by the **PURCHASER** only for Commercial purpose and the parking area only for parking the vehicle.
22. That the said **PURCHASER** have the right to use the elevator for transporting of material.
23. The **PURCHASER** shall have the right to raise fund by taking loan from the bank or financial institutions by depositing his/her title deed and mortgage **“The Said Unit”** in **“The Said Property”** and on receipt of the possession of **“The Said Unit”** he shall also be entitled to let it out on rent, mortgage, sell or transfer as the absolute owner thereof. The **DEVELOPER** and the **LANDOWNER** also declares that they have not mortgaged **“The Said Property”** to any Bank or Financial Institutions or Lenders for borrowing money for construction of **“SATYA CHAMBERS”** or for any other purpose.

24. The **PURCHASER** will not carry obnoxious, noisy and offensive, illegal or immoral activity in the said Commercial space as well as inside the apartment or within the premises nor store any material which is hazardous or combustible in nature or such material which may be so heavy so as to affect the structure of the building or may cause hazard or nuisance to the other space owners.
25. The **PURCHASER** will not do structural alteration / decorate or paint or otherwise alter the exterior of the Commercial space and / or common areas of the building in any manner except in accordance with the general scheme thereof as specified by the **DEVELOPER**.
26. The **PURCHASER** shall abide by all the by-laws, rules and regulations of the **Government, RRDA, RMC and Electricity Authorities or local bodies or any other authorities** and shall attend, answer and be responsible for all actions, or any of the conditions or rules, by-laws etc.
27. If the Ranchi Municipal Corporation and/or **RRDA** or any other Public Authority requires a sewerage purification plant to be installed for the purpose of the said building and/or Electric Sub-Station or special electric cables to be laid or Gas Pipeline / EV Charging Station if any such authority requires any other Special or unusual equipment or amenity to be installed or made available for the Said building, then in such event the Commercial space owners in **"SATYA CHAMBERS"** shall contribute and pay to the developer at the time of taking possession of the respective Commercial space, the cost and charges as may be incurred by the Developer, for providing such additional equipment and/or the amenity in proportion to the area of their respective unit, as determined by the Developer.
28. The multi-storied building being constructed on **"The Said Property"** has been named and shall be known as **"SATYA CHAMBERS."** The said building shall for all times, continue to be so named. Such name cannot be changed or altered for any reason what so ever the **PURCHASER** expressly agrees to the same.
29. The parties here by agree to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
30. If at any time any premium, development and/or betterment chargers or other levy is charged and/or levied or sought to be recovered by the **RMC, RRDA, Government** and/or any other public authorities, the same shall be borne and paid by all the **PURCHASER** in proportions to the areas of the respective units space as determined by the Developer.
31. If at any time to come hereafter, any Apartment Law/Act **OR** Real Estate Regulatory Bill is enforced by any government, the **PURCHASER** will abide by the provision of all such law/act.

32. The **PURCHASER**, with intention to bring all persons into whomever hands the said premises may come, doth/do hereby covenants with the **DEVELOPER** as follows :
- i. To maintain the said premises at his/her own costs, in good tenantable repair and condition from the date of possession of the same and shall not do or suffer to be done anything in or to the building in which the said premises are situated or the staircase or the passages or other areas or common areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building/s in which the said premises are situated or the said premises or any part thereof.
 - ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or storing of goods which is objected to by local authority or any authority and in case any damage is caused to the building or any part thereof on account of negligence or default of the **PURCHASER** in this behalf, he/she alone shall be liable for the consequences of the breach.
 - iii. To permit the **DEVELOPER**, its surveyor or staff or agents with or without workmen and others at all reasonable time to view and examine the state and condition of the premises where after the **DEVELOPER** shall be entitled to direct the **PURCHASER** to remove the defects, repair such part as is the duty of the **PURCHASER** and permit the **DEVELOPER** and its agents and workmen to carry out repairs to the building, implements etc. installed therein and cleaning of the same if it is so required.
 - iv. Not to use the said premises or permit the same to be used for any purpose whatsoever, other than the Unit for Commercial purpose only and car parking space for parking purpose only as the case may be, nor shall the **PURCHASER** use and utilize his/her unit that may cause nuisance or annoyance to occupiers of other premises nor for any illegal or immoral purpose.
 - v. To pay taxes, duties, levies, surcharges etc. levied either by the State Government or by the Central Government or jointly by them currently or in future on full or part of the Commercial Unit or on his/her undivided proportionate share in the land.
 - vi. Not to demand partition of his/her interest in 'the Said Property' and/or the building/s it being hereby agreed and declared by the **PURCHASER** that his/her interest in the land and building is indivisible and impartible.

- vii. To bear and pay increase in local taxes, water and electric charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or other public authority.
- viii. After completion of construction of the said unit floor space and the common parts thereof and receipt by the **PURCHASER** of any notice from the **DEVELOPER** to take possession of the said Commercial Unit constructed by the **DEVELOPER**, the **PURCHASER** shall immediately from receipt of such notice deposit and keep deposited with the **developer** the following sums as security in respect of the said floor space for discharge of the obligations:
- a. A sum of Rs NIL/- (Rupees NIL only) being onetime payment as contribution towards Corpus/Sinking Fund for maintenance of the building. After the Maintenance Committee or Society of the occupiers of the building has been formed, the Corpus/Sinking Fund shall be handed over to such Committee or Society.
 - b. Till the Maintenance Committee or society of the occupiers of the building has been formed, the **PURCHASER** shall pay to the **Developer**, before entering into possession of his/her unit in advance as maintenance charges.
33. The **DEVELOPER** shall have first lien and charge on the said dwelling units constructed by the **DEVELOPER** and on all other rights and interest appertaining thereto including the **PURCHASER'S** interest in the said property for all dues and damages on any account whatsoever as are or may be due and payable by the **PURCHASER** to the **DEVELOPER** in this Agreement.
34. Save and except in respect of the undivided proportionate share or interest in **“the Said Property”** and save and except the rights in the said units, the easements, quasi easements, benefits, privileges and advantages in common to be conferred or granted by or under the conveyance to be executed and registered by the **DEVELOPER** through the landowners in his/her favor, the **PURCHASER** shall have no claim or right of any nature in the other commercial units and areas of the said property and/or said building adjoining above or beneath of his/her Commercial Unit.
35. Nothing contained in these presents shall be construed to confer upon the **PURCHASER** 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 favor of the **PURCHASER** by the **LANDOWNERS/DEVELOPER**. Such conveyance shall contain all usual terms and covenants as contained in case of

a conveyance of Commercial Unit and shall be prepared registered and completed by and at the cost of the **PURCHASER**.

36. It is expressly understood that the **DEVELOPER** would enter into and execute similar Agreement with such other persons or co-PURCHASERS from time to time.
37. After completion of the said building and after execution and completion of the conveyance with respect to various units therein by and between the **LANDOWNERS** and the **PURCHASER**, to which the **DEVELOPER** would join as the **Confirming Party** and until such time as an Association or Society formed, the **DEVELOPER** and the **LANDOWNERS** shall have absolute authority and control as regards the parts or portions of the said building not in the possession of the Intending **PURCHASER** and/or any other co-PURCHASERS after completion thereof. The cost of and incidental to the formation of such Association and/or Society shall be borne and paid pro-rata by the Intending **PURCHASER, LANDOWNERS** and the **DEVELOPER** in respect of any Commercial unit of the said property not in possession of the **PURCHASER/CO-PURCHASERS**.
38. The **PURCHASER** shall not do anything where the construction of the building or any portion of the building be delayed or impeded in the manner whatsoever, and if due to any action whatsoever on the part of the **PURCHASER** the work be stopped or cannot be proceeded with then the **PURCHASER** shall pay the **DEVELOPER** all losses and damages arising out of or connected with the stoppage of work including wages, salaries, hire charges of equipment and materials.
39. In case the **PURCHASER** fails or neglects to pay to the **DEVELOPER** the amount becoming due and payable hereunder or any portion thereof within the respective periods as specified herein in **Schedule "D"** or elsewhere, the **DEVELOPER** shall have option either:
 - a) To treat the Agreement as cancelled and to forfeit all or any sums paid by the **PURCHASER** to the **DEVELOPER** for and on account of the construction and works carried out by or at the instance of the **PURCHASER** or,
 - b) To let out, sale or demise the said Commercial Unit and the rights in the common thereof for such time and/or on such terms as may be agreed appropriate the rents and/or other proceeds thereof towards the **DEVELOPER'S** dues with interest aforesaid.
40. In all matters relating to or connected with the common use, control, enjoyment, management and maintenance of the common parts by the **PURCHASER** and the **CO-PURCHASER**, the **PURCHASER** agrees and covenants to pay in advance the

proportionate share of the recurring expenses and charges as and when the same becomes due.

41. Upon completion of the building as a whole, the **PURCHASER** agrees to execute and shall execute such other deeds, documents and declarations as may be deemed necessary for common beneficial use and enjoyment of the said Commercial Unit including declaration of respective rights and interest of the **PURCHASER** and **CO-PURCHASER** in the said building and/or the said property.
42. The **PURCHASER** shall not let, sublet, sell, transfer assign or part with his interest or benefit of this Agreement or any other Agreement concerning this Commercial Unit or land property until all the dues payable by him/her to the **DEVELOPER** are fully paid up and a no due certificate is obtained in writing from the **DEVELOPER**. Nor shall the Intending **PURCHASER**, until and unless the premises in the **Schedule-"B"** has been transferred in his/her favor by registered deed, be entitled to transfer his/her rights, title and interest under these presents and/or under Agreement for Sale with the **LAND OWNERS/DEVELOPER** including any rights or interests in equity under these presents till all his/her dues of whatever nature owing to the **DEVELOPER** are fully paid and only if the Intending **PURCHASER** has not been guilty of breach of or non compliance with any of the terms and conditions of this Agreement.
43. For the purpose of raising funds for purchasing the premises in **Schedule B** below, the **PURCHASER**, after taking written permission from the **DEVELOPER**, shall have the right to apply for and take loan from Banks/financial institutions by creating mortgage on the aforesaid units. However, it shall be the sole responsibility of the **PURCHASER** to observe the terms of the loan and mortgage and pay the installments and interest thereupon regularly.
44. The Intending **PURCHASER** shall gets his/her complete address registered with the **DEVELOPER** as noted below and it shall be his/her responsibility to inform the **DEVELOPER** by registered A.D. post about all subsequent changes if any, in his/her address, failing which all notices and letters posted at the first registered address will be deemed to have been received by him/her and the **PURCHASER** shall be responsible for any default in payment and other consequences that might occur there from.
45. Upon possession of the said Commercial Unit being delivered to the **PURCHASER**, the **PURCHASER** shall be entitled to the use and occupation of the said premises. Upon the Commercial Unit holder taking the possession of the premises in the **Schedule-"B"**, he/she shall have no claim against the **DEVELOPER** in respect of any item or work in the said Commercial Unit which may be alleged not to have been carried out or completed.

46. The fixtures, fittings and amenities to be provided in the said building and in the said Commercial Unit and the material to be used in the construction of the said building and those as set out in the schedule hereunder written and the PURCHASER has satisfied himself/herself about the design of the said building.
47. Both Courts of Ranchi alone will have the jurisdiction in all legal matters arising out of or concerning this transaction.
48. This agreement is prepared in **duplicate** and the same shall be the true and exact of each other and shall be treated as **ORIGINAL** for all purpose. One copy of which shall remain with the **PURCHASER** and other copy shall remain with the **DEVELOPER**.

SCHEDULE-“A” (“THE SAID PROPERTY”)

Description of, the SAID PROPERTY over which the construction will be made:-

All that area of **17.58 Decimals** of land comprised in the structured Property shown with measurements and under red delineation in the sketch map attached hereto as part hereof being M.S Plot no. **1794** Sub Plot 1794/Part under situated in Village- **Siram**, P.S- **Chutia** in the Town and District of Ranchi being Municipal Holding nos. **0270000844000X4** & **0270001290000D1** within Old Ward- 27, New Ward No 24 under Ranchi Municipality and the same is butted and bounded as follows:-

North : - Chamber Bhawan & Plot of Dr Sanyal

South : - House of Sri Lajpat Virmani

East : - Municipal Road

West : - Property of Firayala Family

SCHEDULE-“B” (Details of the Unit to be sold)

One Commercial Unit bearing no.

UNIT NUMBER	FLOOR	CAPRET AREA IN SQFT	BUA IN SQFT	SBUA IN SQFT

With **05 KW Three PHASE JSEB LOAD** and **_NIL_** Car Parking space in the Basement Floor to be allotted at the time of Registry in **“SATYA CHAMBERS”**, constructed at Village- **Siram** P.S.- **Chutia**, Ranchi, more fully described in **Schedule-“B”** together with **03 KW** Sound

proof **GENSET LOAD** and 0.93 **decimal** of undivided proportionate share in the land in **Schedule-“A”** above, with right to use and enjoyment of the common areas and facilities attached therewith, situated at **Village - Siram, P.S.-Chutia, Ranchi** bearing Corresponding holding no. **0270000844000X4** & **0270001290000D1** within Old Ward- 27, New Ward No 24 under Ranchi Municipality and constructed as per plan approved by **R.M.C.**, Ranchi, delineated in Red Wash in the map annexed hereto and butted and bounded as follows :

NORTH :
SOUTH :
EAST :
WEST :

SCHEDULE-C (Details of Payments)

The total purchase price of the said Unit as detailed below:-

Total amount payable by the PURCHASER.

Commercial Unit excluding GST Rs _____

GST @ 12% payable Rs _____

Against the said amount _____ (Rs _____ only) has been paid to the **developer** by the **PURCHASER** as Booking/Advance amount as detailed below;

<u>DATE</u>	<u>CHEQUE NO</u>	<u>BANK NAME</u>	<u>AMOUNT</u>

The **PURCHASER** further agreed that the balance consideration will be paid to the **developer** in installments in the manner stated hereunder.

Note –

*All payments to be made by Cheque, Demand Draft, RTGS, NEFT in favor of “**UNNO REALTY**” payable at Ranchi, Jharkhand.*

(COMMON PARTS) – Common to the Co-Owners

1. Common paths, passages, drive ways and main entrance to the said premises and the multistoried building complex.

2. Common Boundary walls and main gates.
3. Drainage and sewerage and all pipes and other installations for the same (except only those as are installed within the exclusive area of any Unit or exclusively for its use).
4. Electric installation and its room and/or meter room, Generator area and all electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit/shop/office).
5. Attendant's room, if any, for the management of day today affair of the said Building complex.
6. Stair cases, stair case landings and/or mid-landing on all floor without roof right of the building in the said Building complex.
7. Lobbies on all the floors of the Building in the said Building complex except the roof.
8. Common Water tanks without roof right, tube well and its installations, water reservoir tanks and all plumbing installations for carriage of water (save and except those as are exclusively within and for use any Unit office).
9. Lift along with lift well, lift machine room without roof right and all other electrical wiring, machinery and fitting if any.
10. Such other common parts, areas equipments or installations fittings and fixtures in or about the said building in the said building complex as are necessary for passage, drive ways to and/or user of the Units in common by Co-owners.
11. Common Electric connection for common area.
12. Other open area of the said Building complex.

(Common Expenses)

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, re-decorating, rebuilding, reconstructing and lighting the Common portions in the said Building complex including the outer walls of the said Building complex.
2. The salary of all persons employed of the common purposes including darwans, security persons, gardeners, sweepers, plumbers, liftmen, electricians, lift operators, pump operators etc. if any.
3. All charges and deposits for supplies of common utilities to the Co-owners in common.
4. Municipal taxes, water taxes and other levies in respect of the said building in the said Building complex save those separately assessed.

5. Cost of formation and operation of the Association of Co-owners.
6. Cost of running, maintenance, repair and replacement of generator, lift, transformers (if any) pumps and other common installations, including their license fees, taxes and other levies (if any).
7. Electricity charges for electric energy consumed for the operation of the common services.
8. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common portions.
9. The office expenses incurred for maintaining an office for common purposes.
10. 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 Portions.
11. Cost of Insurance of the buildings if any in the said Commercial complex after formation of society.

SCHEDULE-D (Specifications) COMMERCIAL

SL. NO.	FEATURE	PARTICULARS
1.	Structure	Earthquake Resistant R.C.C. frame structure
2.	Walls	External 10"/8" and Internal 5"/4" Brick wall.
3.	Window	Two tracks Glazed aluminium- sliding window
4.	Flooring	Vitrified Tiles with skating
5.	Kitchen	a. Flooring – Anti skid Floor Tiles b. Working Platform – Granite c. Dado – 24 Inches Glazed Tiles d. Sink – Steel Sink
6.	Doors	All Doors will be iron rolling shutters.
7.	Bathroom	a. Flooring - Anti Skid Floor Tiles b. Walls - Glazed Tiles up to 7' height c. Sanitary ware- White Glazed Wash Basin and commode of Hind ware / Equivalent. d. C.P. Fittings – Reputed Brand/ equivalent e. Water – Cold water supply with pipe lines in all toilets.
8.	Electrification	a. Concealed electrical wiring b. All Electrical Board and switches of Modular type/adequate lighting/power point socket
9.	Internal Wall	All Internal walls shall be finished with POP / Putty with

	Finish	1 Coat Priemer.
12.	External Wall Finish	All external walls finished with weather coat.
13.	Water Proofing	Special Water Proofing treatment for toilets and necessary items
14.	Parking Flooring	a. Ground Floor-- Kota /Anti Skid/Floor Tiles b. Open Area – Pavers/cement pathway
15.	Common Passage	Exterior vitrified Tiles 2' X 2'
16.	Common Facilities	a. WATER SUPPLY – Through over head tank from deep tube well boring. b. GENERATOR – Soundproof Generator c. LIFT – 2 (Two) no d. FIRE FIGHTING EQUIPMENT - As per fire fighting norms e. RAIN WATER HARVESTING – As per norms will be done.

IN WITNESS WHEREOF, Sri NIHIT GARODIA, proprietor and developer of UNNO REALTY, and Smt Sudha Prasad and Sri Gajendra Prasad, the PURCHASER have put their signatures on this Agreement at Ranchi on the day, month and year first above written.

WITNESSES:-

1.

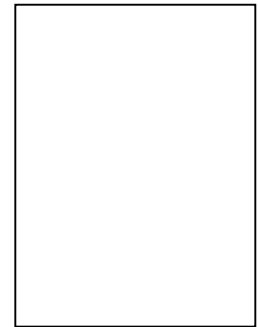
(NIHIT GARODIA)
UNNO REALTY
PROPRIETOR/DEVELOPER

2.

PURCHASER

PURCHASER

Little	Ring	Middle	Index	Thumb



Certified that the finger prints of the five fingers of the left hand of each persons, whose photograph are affixed in the sale deed have been taken before me.

Typed By :

Drafted by