

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made on the \_\_\_\_ day of June 2024.

### **BETWEEN**

**PANAS REALTORS LLP**, a limited liability partnership firm (GST No. 20AATFP5938K1ZQ, LLP Identity Number (LIN) AAI-3095, PAN: AATFP5938K) having its registered Office at Shop no. 502, MODI HEIGHTS, 5<sup>th</sup> Floor, Phase-2, Ratu Road, Opp. All India Radio, P. S. Sukhdeo Nagar, Ranchi-834005 in the State of Jharkhand in India, its present partners being Sri Arun Jhunjunwala, Shri Narayan Prasad Jalan , Shri Aditya Jhunjunwala, Shri Pradeep Modi and Shri Pranay Modi, herein represented through its designated partner and authorized signatory **SHRI NARAYAN PRASAD JALAN**, (Date of Birth 18<sup>th</sup> April, 1961) son of Late Ganesh Prasad Jalan and grandson of Late Hiralal Jalan, by caste Agarwal

Bania, by faith Hindu, by occupation business, resident of 9/3, Basant Vihar, Kanke Road, Ranchi (Jharkhand), Indian Citizen, (UID : XXXX XXXX 7635 Mobile no. +91 9534911111) pursuant to the authority granted by the Board Resolution dated 20/05/2024 (hereinafter called the **DEVELOPER / PROMOTER /VENDOR** which terms and expression unless excluded by or repugnant to the subject or context shall mean and include its successors, assigns, legal representatives, executors and administrators) of the **ONE PART**

**AND**

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(hereinafter called **the PURCHASER / ALLOTTEE** which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, successors, assigns, legal representatives, executors and administrators) of the **OTHER PART**

**DEFINITION**

- I. **SUPER BUILT UP AREA** shall mean and include the carpet area of the Flat units, wall area, veranda/ balcony/ cupboard area, the proportionate area of stair case, guard room, generator room, toilets and other amenities etc.
- II. **CARPET AREA** shall mean and include the carpet area as per definition provided by Real Estate (Regulation and Development) Act 2016 which includes internal walls, toilets etc. but excludes exterior wall and balconies.
- III. **BUILT-UP AREA** shall mean the total floor space of a property, including interior areas like rooms, corridors, and utilities, as well as external features like walls, balconies, and common facilities such as staircases and restrooms.
- IV. Words imparting singular shall include plural and vice versa.
- V. Words imparting masculine gender shall include feminine and neuter gender, like wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine gender.

## **WHEREAS**

The reference to the word “**the said PROPERTY**” refers to the land and structure standing thereon and all things attached to earth on land measuring 30.64 Decimals being portion of M.S. Plot No. 1472 corresponding to Plot No. 15/A and land measuring 4.18 Decimals being portion of M.S. Plot No. 1473 corresponding to Plot No. 16 total land measuring **34.82 Decimals** corresponding to Holding No. 694/A2 within Ward No. 7 at present Holding No. 0200004728002A1, 0180000787000Z0, 0180001030000A1 within old ward No. 20 New Ward No. 10 of Ranchi Municipality now Ranchi Municipal Corporation, Ranchi situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi and more particularly described in the “**SCHEDULE-A**” hereunder written owned and possessed by **(1) Sabita Singh, (2) Kwalty Construction Company Pvt Ltd and (3) Siddharth Jhunjhunwala and Rohit Jhunjhunwala.**

**AND WHEREAS** one Kali Pado Ghosh was the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land comprised within Municipal Survey Plot Nos. 1472 and 1473, bearing Holding Nos. 4 within Ward No. VII of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi.

**AND WHEREAS** Kali Pado Ghosh being the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land comprised within Municipal Survey Plot Nos. 1472 and 1473, bearing Holding Nos. 4 within Ward No. VII of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi died intestate in November 1929 leaving behind him surviving his four sons namely Prafullo Kumar Ghosh, Sishir Kumar Ghosh, Dr. Sanat Kumar Ghosh, and Nanda Kumar Ghosh, as his legal heirs, representatives and successors, and thus they became the joint owners and seized and possessed of and otherwise well and sufficiently entitled to the same free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the Prafullo Kumar Ghosh, Sishir Kumar Ghosh, Dr. Sanat Kumar Ghosh, and Nand Kumar Ghosh, being the joint owners and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land comprised within Municipal Survey Plot Nos. 1472 and 1473, bearing Holding Nos. 4 within Ward No. VII of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi executed a Deed of Partition dated 9th day of May, 1935 and duly registered in the office of the District Registrar, Alipore and entered in Book No. 1, Volume No. 50, Pages. 122 to 149, Being No. 2114 for the year 1935 and each of the parties came into separate possession of the properties

allotted to them respectively and accordingly the southern portion of M.S. Plot No. 1472 and portion of M.S. Plot No. 1473 along with other properties were allotted to Nanda Kumar Ghosh free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the said Nanda Kumar Ghosh being the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of land comprised within Municipal Survey the southern portion of Plot No. 1472 and portions of Plot No.1473, within Ward No. VII-B of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi died intestate on the 5th day of July, 1971 leaving behind him surviving Mukul Ghosh and others as his legal heirs successors and representatives and thus they became the joint owners and seized and possessed of and otherwise well and sufficiently entitled to the same free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the said Mukul Ghosh along with others heirs of deceased Nanda Kumar Ghosh being the joint owners and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land comprised within Municipal Survey the southern portion of Plot No. 1472 and portions of Plot No.1473, within Ward No. VII-B of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi through a Deed of Sale dated 07th day of February' 1973, and duly registered in the office of the District Sub Registrar, Ranchi and entered in Book No. I, Volume No. 73, Pages. 365 to 375, Deed No. 1564 for the year 1973 sold, transferred, conveyed, devised, demised, delivered, alienated, assured, granted, provided and given a piece and parcel of land admeasuring 3 Bighas,1Cottah and 12Chittacks more or less out of M.S. Plot No. 1472 and portion of M.S. Plot No. 1473, bearing Holding No. 694-A under Ward No. VII-B of the Ranchi Municipal Corporation, Ranchi unto and in favour of Nirendra Nath Sarkar and others, for valuable consideration/s mentioned thereof same free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** by virtue of another registered sale deed dated 7.2.1973 the aforesaid 4 legal heirs of deceased Nand Kumar Ghosh jointly sold to Smt. Kamala Devi Jaiswal and Smt Gita Jaiswal 25 Kathas 11 Chattaks of the aforesaid land.

**AND WHEREAS** aforesaid Nirendra Nath sarkar and Rabindra Nath Biswas sold the entire land purchased by them to different purchasers.

**AND WHEREAS** the name of Shri Nirendra Nath Sarkar and Shri Rabindra Nath Biswas

and Smt. Kamala Devi Jaiswal and Smt. Gita Devi Jaiswal have already been mutated with respect to the aforesaid 87 Kathas 7 Chattaks land.

**AND WHEREAS** after the aforesaid transactions of sale in respect of the said property of village Lalpur, the three legal heirs of late Nanda Kumar Ghosh amicably partitioned the remaining properties left by Late Nanda Kumar Ghosh by virtue of a registered deed of partition dated 29.3.1976 registered in Ranchi registration office entered in Book no.1, Vol .no.51, pages 537-544 being no.1976 of the year 1976- and came in peaceful possession of the respective, shares in accordance to the schedule and map attached to the said registered deed of partition.

**AND WHEREAS** thereafter Shri Mukul Ghosh, son of Late Nanda Kumar Ghosh came in exclusive possession of the property allotted to them and specifically described in the schedule of the said Registered Deed of Partition and shown in the map attached to the said deed.

**AND WHEREAS** Shri Mukul Ghosh applied before the competent Authority for permission of sell vacant portion of M.S. Plot No.1472 and 1473 being Jamabandi no. 98/A and 98/B, and Plot no. 15/A , and 16 virtue of the said registered deed of partition under the provisions of the section 26 of Urban Land (Ceiling and Regulations) Act, 1976 and the permission was accorded to the said Mukul Ghosh under Section 26 of the said Act vide case no.511 of 1980 dated 3-6-1980 and the statutory period of 60 days expired long back and the permission to sell the land.

**AND WHEREAS** Mukul Ghosh agreed to sell to Late Dipty Mukherjee VENDOR a plot of land measuring 4 ½ (Four and a Half) Kathas more or less out of the aforementioned land specifically described in the schedule and delineated in RED wash in the Map.

**AND WHEREAS** the Late Dipty Mukherjee purchased the said land vide Regd. sale deed no 8159 dated 31.10.1980 and same in peaceful possession of the purchased land.

**AND WHEREAS**, the name of Late Dipty Mukherjee have already been mutated in respect of the aforesaid 4 ½ (Four and a Half) Kathas more or less, land vide Mutation Case Ranchi, and has been receiving the land rent and Tax receipts in her name issued by the Land Revenue Deptt. Govt. of Bihar and Ranchi Municipal Corporation, Ranchi.

**AND WHEREAS** Late Dipty Mukherjee died in April 1999 leaving behind\_ her husband Sri Nirendra Nath Mukherjee and two daughters namely Indrani Chakraborty and Chandrani Sanyal as her heirs and successors.

**AND WHEREAS** the said Sri Nirendra Nath Mukherjee, Indrani Chakraborty and Chandrani Sanyal being the joint owners and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 4.5 Katha more or less out of M.S. Plot No. 1472, marked as Sub Plot No. 1472/D, bearing Holding No. 694 (old and 694/J2 (New) Jamabandi No. 98/B, Plot No. 15/A situated at Circular Road, Upper Burdwan Compound, Ranchi Municipal Corporation Ranchi by a Deed of Sale dated 17.05.2002 and duly registered with the office of the District Sub Registrar, Ranchi, and recorded in Deed No. 5900 for the year 2002 sold, transferred, conveyed, devised, demised, delivered, alienated, assured, granted, provided and given a part of the same admeasuring in favour of one **Sabita Singh (Landowner No. 1)** for

valuable consideration/s mentioned thereof same free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the Sabita Singh (Landowner No. 1) being the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of land admeasuring 4.5 Katha more or less portion of M.S. Plot No. 1472, marked as Sub Plot No. 1472/D, bearing Holding No. 694 (old and 694/J2 (New), Jamabandi No. 98/B, Plot No. 15/A situated at Circular Road, Upper Burdwan Compound, Ranchi Municipal Corporation Ranchi, hereinafter more fully and particularly described and enumerated in the SCHEDULE hereunder written and/or given, and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever got her name mutated with respect to the aforesaid land in the office of Circle Officer, Town Anchal Ranchi, vide Mutation Case No. 1211R27/2002-03 order dated 01.10.2002 and her name is also entered in Register II, Volume No. 2 Page No. 157 and paying revenue rent to the competent authorities regularly.

**AND WHEREAS** by virtue of an another registered sale deed dated 7.2.1973 the aforesaid 3 legal heirs of Late Nanda Kumar Ghosh jointly sold to Smt. Kamala Devi Jaiswal and smt. Gita Jaiswal 25 Kathas 11 Chataks of the aforesaid land.

**AND WHEREAS** Nirendra Nath Sarkar and Rabindra Nath Biswas sold the entire land purchased which is by them to different purchasers.

**AND WHEREAS** the names of Nirendra Nath Sarkar and Rabindra Nath Biswas and Smt. Kamla Devi Jaiswal and Smt. Gita Devi Jaiswal have already been mutated their names with respect to the aforesaid 87 Kathas 7 Chattaks of land and proportionate rent has been assessed for the same.

**AND WHEREAS** after the aforesaid transactions of sale in respect of the said property of village Lalpur, the said three heirs of Late Nanda Kumar Ghosh amicably partitioned the remaining properties left by late Nanda Kumar Ghosh by virtue of a registered deed of partition dated 29.3.1976 registered in Ranchi registration office in book no.1, vol. no.51 pages 537-544 being no. 1976 of the year 1976 and came in peaceful possession of the respective shares in accordance to the schedule and Map attached to the Said registered deed of partition

**AND WHEREAS** thereafter Shri Mukul Ghosh, son of Late Nanda Kumar Ghosh came in exclusive possession of the property allotted to him and specifically described in the schedule of the said Registered Deed of partition and shown. in the map attached to the said deed.

**AND WHEREAS** Shri Mukul Ghosh applied to the competent Authority for permission for sell the vacant portion of M.S. plot no.1472 and 1473 being jamabandi no.98/A and plot no. 15/A and 16 out of the land and residential House allotted to him by virtue of the said Registered deed

of partition after obtaining permission from competent authority under section 26 of Urban Land (Ceiling and Regulation) Act 1976 and the permission was accorded to the Shri Mukul Ghosh under section of the said Act vide memo no. 1472 (II) R dated 21.4.1977 to sell the land.

**AND WHEREAS** Shri Mukul Ghosh agreed to sell to Shri Nirendra Nath Mukherjee a plot of land measuring 6 ½ Kathas more or less out of the aforementioned land.

**AND WHEREAS** Shri Nirendra Nath Mukherjee purchased the said land vide deed no.5444 Sl.No.5704 dated came in exclusive and peaceful possession of the purchased Land.

**AND WHEREAS**, the name of Shri Nirendra Nath Mukherjee has already been mutated in respect of the aforesaid 6 ½ Kathas land vide mutation case no.608(R) 27 of 1977-78 in the sirista of the town Anchal Ranchi, and has been receiving land Rent Receipts and Tax receipts in his name issued by the Government and Ranchi Municipal Corporation, Ranchi regularly.

**AND WHEREAS** the Vendor constructed a Pucca residential House on the above purchased land based on building plan approved by Ranchi Municipal Corporation in the year 1979-80 and is in peaceful possession of this building and land till today.

**AND WHEREAS** the said Sri Nirendra Nath Mukherjee being the owner and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 6.5 Katha more or less out of M.S. Plot No. 1472, marked as Sub Plot No. 1472/A, bearing Holding No. 694 (old and 694/J (New) Jamabandi No. 98/B, Plot No. 15/A situated at Circular Road, Upper Burdwan Compound, Ranchi Municipal Corporation Ranchi through a Deed of Sale dated 17.05.2002 and duly registered in the office of the District Sub Registrar, Ranchi, being Deed No. 5899 for the year 2002 sold, transferred, conveyed, devised, demised, delivered, alienated, assured, granted, provided and given a part of the same admeasuring in favour of one **M/S KWALITY CONSTRUCTION COMPANY PVT. LTD.** through Director Sitaram prasad Singh son of Saryu Prasad Singh (**Landowner No. 2**) for valuable consideration/s mentioned thereof same free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the said M/S KWALITY CONSTRUCTION COMPANY PVT. LTD. through Director Sitaram prasad Singh son of Saryu Prasad Singh (Landowner No. 2) being the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of land admeasuring 6.5 Katha more or less out of M.S. Plot No. 1472, marked as Sub Plot No. 1472/A, bearing Holding No. 694 (old and 694/J (New) Jamabandi No. 98/B, Plot No. 15/A situated at Circular Road, Upper Burdwan Compound, Ranchi Municipal Corporation Ranchi, hereinafter more fully and particularly described and enumerated in the SCHEDULE hereunder written and/or given, and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner

whatever got its name mutated in the office of Circle Officer, Town Anchal Ranchi, vide Mutation Case No. 1212R27/2002-03 order dated 10.08.2002 and her name is also entered in Register II, Volume No. 2 Page No. 94 and paying revenue rent to the competent authorities regularly with respect to the aforesaid lands absolute owner.

The reference to the word "the said PROPERTY" refers to the land measuring 12.46 Decimals being portion of M.S. Plot No. 1472 and land measuring 4.18 Decimals being portion of M.S. Plot No. 1473 corresponding to Plot No. 15/A, total land measuring to 16.64 Decimals corresponding to Holding No. 694/A2 within Ward No. 7 at present Holding No. **0200004728002A1** within old ward No. 20 New Ward No. 10 of Ranchi Municipality now Ranchi Municipal Corporation, Ranchi situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi and more particularly described in the "SCHEDULE-A-2" hereunder written owned and possessed by **(1) ROHIT JHUNJHUNWALA** Date of Birth 16-07-1973 son of Late Vijay Kumar Jhunjhunwala, Grandson of Late Kishori Lal Jhunjhunwala by Category - General, by Faith - Hindu, by Occupation - Business, (Not affected by CNT Act 1908), Residents of 98B, Burdwan Compound, Opp. Debuka Nursing Home Road, Lalpur, P.S. - Lalpur, District - Ranchi, State - Jharkhand, Indian Citizen (UID: XXXX XXXX 6552; PAN: ABSPJ5877D; MOB: 9534884000); **(2) SIDDHARTH JHUNJHUNWALA** Date of Birth 21-08-1980 son of Late Vijay Kumar Jhunjhunwala, Grandson of Late Kishori Lal Jhunjhunwala by Category - General, by Faith - Hindu, by Occupation - Business (Not affected by CNT Act 1908), Residents of 98B, Burdwan Compound, Opp. Debuka Nursing Home Road, Lalpur, P.S. - Lalpur, District - Ranchi, State - Jharkhand, Indian Citizen (UID: XXXX XXXX 4195; PAN: ADJPJ2412R; MOB: 9934303930)

AND WHEREAS the said Kali Pado Ghosh purchased in auction sale from the court of the Sub Judge, Ranchi in Execution Case No. 231 of 1910 Plot Nos. 85 Area 1.24 Acres including tank and drain of 8 feet and Plot No. 82/A area 0.95 acres having Chhparbandi permanent and heritable right and present Plot No. 15/A area 2.138 Karies and rent payable Rs. 64.14 paisa along with the other properties situated at Village- Lalpur commonly known as Burdwan Compound, P.S. Ranchi (now Lalpur), District - Ranchi and came into possession of the same.

AND WHEREAS the land measuring 4 Acre 138 Kari of M.S. Plot No. 1472 within old Ward No. VII of Ranchi Municipality (now Ranchi Municipal Corporation, Ranchi) were recorded in Municipal Survey Khatian published on 25.09.1929 in the name of Kalipado Ghosh by Caste Kayastha sakin Mahalla Upper Bazar, Ranchi as owner and occupier of the land.

AND WHEREAS Mr. Kali Pado Ghosh died in November 1929 leaving behind four sons namely Sri Prafullo Kumar Ghosh, Sri Sishir kumar Ghosh, Dr. Sanat Kumar Ghosh and Sri Nanda

Kumar Ghosh as his legal heirs and successors who jointly inherited the property and they came into possession of the properties left by deceased Kali Pado Ghosh.

AND WHEREAS the aforementioned four sons of deceased Kali Pado Ghosh partitioned the properties among themselves by virtue of a registered deed of partition dated the 29th May 1935 registered in the Office of the District Registrar, 24 Parganas, Alipore (Calcutta) and entered in Book No. 1, Volume No. 50, Pages 122 to 141 being Deed No. 2114 for the year 1935 and thereafter they came in separate possession on the properties allotted to them.

AND WHEREAS Municipal Holding No. 694 of Ward No. VII-B of the Ranchi Municipality which is the southern portion of M.S. Plot No. 1472 and portion of M.S. Plot No. 1473 appertaining to Plot No. 15/A, Jamabandi No. 98B, measuring 2.138 Karies and Portion of Plot No. 16, Jamabandi No. 98A, measuring 0.120 Karies situated in village Lalpur, Ranchi corresponding to C.S. Plot No. 85 and 82A along with other properties were allotted to Nanda Kumar Ghosh in accordance to the Schedule 'E' of the aforementioned partition deed.

AND WHEREAS thereafter Nanda Kumar Ghosh filed Case No. 329-R8 of 1942-43 for mutation and correction of entry and his prayer was allowed and his name was vide order dated 31.03.1943 aforesaid holdings were declared as Chhaparbandi land having permanent heritable and transferable right.

AND WHEREAS Nanda Kumar Ghosh died intestate on the 05.07.1971 leaving behind his wife Smt. Shanti Lata Ghosh, one son Shri Mukul Ghosh and one daughter Smt. Sumitra Basu as his heirs who inherited the same and came in joint possession over the properties left by deceased Nanda Kumar Ghosh.

AND WHEREAS the three heirs of deceased Nanda Kumar Ghosh namely Mukul Ghosh son of Late Nanda Kumar Ghosh, Smt. Shanti Lata Ghosh wife of Late Nanda Kumar Ghosh and Smt. Sumitra Basu daughter of Late Nanda Kumar Ghosh and wife of Sri Dilip Kumar Basu had sold and transferred the land measuring 61 Kathas 12 Chattak being portion of M.S. Plot No. 1472 and 1473 situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi to Nirendra Nath Sarkar son of Sri Nagendra Nath Sarkar and Sri Rabindra Nath Biswas son of Late Kartik Chandra Biswas by virtue of a registered Sale Deed No. 1564 dated 07.02.1973 which is entered in Book No. 1, Volume No. 78, Page No. 365 to 375 for the year 1973 registered in the office of District Sub Registrar, Ranchi.

AND WHEREAS the Nirendra Nath Sarkar son of Sri Nagendra Nath Sarkar and Sri Rabindra Nath Biswas son of Late Kartik Chandra Biswas had sold and transferred the land measuring 10 Kathas 1 Chattak being portion of M.S. Plot No. 1472 and 1473 situated at Village -

Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi to Srimati Aparna Ghosh wife of Shri Ramesh Chandra Ghosh by virtue of a registered Sale Deed No. 1374 dated 27.01.1975 which is entered in Book No. 1, Volume No. 85, Page No. 502 to 510 for the year 1975 registered in the office of District Sub Registrar, Ranchi.

AND WHEREAS the Srimati Aparna Ghosh wife of Shri Ramesh Chandra Ghosh had sold and transferred the land measuring 10 Kathas 1 Chattak being portion of M.S. Plot No. 1472 and 1473 situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi to Srimati Sharda Jhunjunwala wife of Sri Vijay Kumar Jhunjunwala by virtue of a registered Sale being Deed No. 7784 dated 06.10.1980 which is entered in Book No. 1, Volume No. 71, Page No. 521 to 532 for the year 1980 registered in the office of District Sub Registrar, Ranchi.

AND WHEREAS Srimati Sharda Jhunjunwala after purchase of the said land got her name mutated in Circle Office, Ranchi with respect to the aforesaid land and also got Holding from Ranchi Municipal Corporation and she paid rent and taxes to the concern authority in her own name as absolute owner and remained in peaceful possession over the same.

AND WHEREAS said Srimati Sharda Jhunjunwala died on 01.10.1998 leaving behind her husband Sri Vijay Kumar Jhunjunwala, two sons namely Rohit Jhunjunwala (Landowner No. 1) and Siddharth Jhunjunwala (Landowner No. 2) and one daughter namely Smt. Preeti Agarwal wife of Sri Jitendra Agarwal as her legal heir and successor thereafter they remained in peaceful possession over the same and partitioned the same vide Title (Partition) Suit Case No. 311 of 2011 from the Court of Sub Judge VIII, Ranchi passed the judgement and decree on the basis of compromise petition vide order dated 22.10.2011 accordingly said land allotted to Rohit Jhunjunwala (Landowner No. 1) and Siddharth Jhunjunwala (Landowner No. 2) in equal share.

AND WHEREAS **Rohit Jhunjunwala (Landowner No. 1) and Siddharth Jhunjunwala (Landowner No. 2)** got their names mutated in Circle Office, Ranchi vide Mutation Appeal Case No. **608/R15/2021-2022** order dated 23.03.2023 passed by L.R.D.C., Ranchi for land measuring 12.46 Decimals being portion of M.S. Plot No. 1472 and 4.18 Decimals being portion of M.S. Plot No. 1473 total admeasuring to 16.64 Decimals i.e. 10 Kathas 1 Chattak which is entered in Register II, Volume No. **11**, Page No. **104** and also got Holding from Ranchi Municipal Corporation and have been allotted Holding No. **0200004728002A1** within old ward No. 20 New Ward No. 10 since then they are paying rent and taxes to the concern authority and remained in peaceful possession over the same as absolute owner of **Schedule – A** property.

AND WHEREAS the Owners are in desirous of getting their Scheduled property as

described in Schedule A below, developed into multi-storied residential building/apartment consisting of flats/dwelling units therein.

AND WHEREAS upon deliberations and discussions held and in between the landowners and the developer it was agreed to amalgamate the adjacent plot north to the Schedule A property and accordingly a sanction was obtained vide BC Case No. **RMC/BP/0664/W10/2023 dated 02/12/2023** by amalgamating both the lands for construction of Two separate Residential Buildings herein after referred to **Schedule A** property.

1. That the said (1) **SMT. SABITA SINGH** wife of Late Sita Ram Prasad Singh (2) **M/s KWALITY CONSTRUCTION COMPANY PVT. LTD.** represented through its Director **SRI RAVI RAJ SINGH** son of Late Sita Ram Prasad Singh (3) **ROHIT JHUNJHUNWALA** son of Late Vijay Kumar Jhunjunwala, (4) **SIDDHARTH JHUNJHUNWALA** son of Late Vijay Kumar Jhunjunwala have entered into a development agreement to develop the said lands into a residential complex comprising two blocks of multi storied residential building (B+G+4+T) on the left portion of the amalgated plot and one block multistoried residential (B+G+4+T) building on the right portion of the amalgated plot by virtue of two registered development agreement one being Deed no. 4483 dated 31<sup>st</sup> May 2024 registered before the District Sub Registrar, Ranchi entered in Book No. 1, Volume No. 555, Pages 147 to 234 for the year 2024 and second being Deed no. 4482 dated 31<sup>st</sup> May 2024 registered before the District Sub Registrar, Ranchi entered in Book No. 1, Volume No. 555, Pages 59 to 146 for the year 2024
2. The VENDOR, by virtue of the said registered development agreement dated 31<sup>st</sup> May 2024, is fully entitled to sale, book and allot flats/ units etc. with or without car space or rights in Block A or B more fully described in **Schedule E** to the said registered development agreement dated 31<sup>st</sup> May 2024.
3. The VENDOR as such seized and possessed of the aforementioned property including the Flats proposed to be sold to the PURCHASER / ALLOTTEE.
4. The Allottee had applied for purchase of a Residential Unit in the 'SAID PROJECT' and VENDOR on account of legal necessity intended to sell one unit of residential unit allocated in the registered development deed dated \_\_\_\_\_ one residential unit being **Flat Unit** bearing no. '\_\_\_\_' on the '**\_\_\_\_ Floor**' having tentative **Carpet Area** \_\_\_\_\_ Square Feet, **Built-up Area** \_\_\_\_\_ Square Feet and **Super Built-up Area** \_\_\_\_\_ Square Feet. ("Unit, in our project named as "\_\_\_\_\_") which is being developed over the land mentioned in "**Schedule A**" to the Agreement to

sale deed more fully described in the “**Schedule B**” to this deed along with the right to use common amenities and facilities for a Basic sale consideration of **Rs. ..../- (Rupees ..... Only)** and the PURCHASER has agreed to purchase the same at the said price.

5. This INDENTURE OF AGREEMENT TO SALE is being executed on e-stamp paper according to the value fixed by the Government.
6. The Promoter has submitted the application for registration of the ‘SAID PROJECT’ with the Real Estate Regulatory Authority at Ranchi, JHARKHAND which has been duly received by Real Estate Regulatory Authority at Ranchi, JHARKHAND vide Serial No. JHARERA/PROJECT/..... Dated .....
7. The Allottee had applied for purchase of a residential Unit in the ‘SAID PROJECT’ and has been allotted **Shop Unit** bearing no. ‘\_\_\_’ on the ‘\_\_\_Floor’ having tentative **Carpet Area** \_\_\_\_\_ Square Feet, **Built-up Area** \_\_\_\_\_ Square Feet and **Super Built-up Area** \_\_\_\_\_ Square Feet (“Unit, in our project named as “\_\_\_\_\_”) (“SAID PROJECT”) to be developed by the VENDOR.
8. The Allottee does hereby confirm and declare that the Allottee has already inspected all the title deeds and documents, made searches and inspection with respect to the **Scheduled ‘A’** and **Schedule ‘B’** property and thoroughly examined the development deed and other document of title and revenue record, building plans, the specifications of the construction of the ‘Said Project’, the rights and title of the VENDOR/ PROMOTER under the registered development agreement dated \_\_\_\_\_ and being fully satisfied thereto have entered into this agreement for sale.
9. The Parties have gone through all the terms and conditions set out in this Agreement for Sale and understood the mutual rights and obligations detailed herein.
10. The Parties hereby confirm that they are signing this Agreement for Sale with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the “SAID PROJECT”.
11. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement for Sale and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing herein after in accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase

the said Unit.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement for Sale, the VENDOR agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Residential Unit as specified above.
- 1.2 That the VENDOR shall sell and the PURCHASER shall purchase the entire constructed area in the shape of Residential unit a residential unit being **Flat Unit** bearing no. '\_\_\_' on the '\_\_\_Floor' having tentative **Carpet Area** \_\_\_\_\_ Square Feet, **Built-up Area** \_\_\_\_\_ Square Feet and **Super Built-up Area** \_\_\_\_\_ Square Feet (“Unit, in our project named as “\_\_\_\_\_”) which is being developed over the land mentioned in “**Schedule A**” to the Agreement to sale deed more fully described in the “**Schedule B**” to this deed along with the right to use common amenities and facilities for a consideration of **Rs. Rs. ..../- (Rupees ..... Only)** and the PURCHASER has agreed to purchase the same at the said price.
- 1.3 That out of the consideration money the PURCHASER has paid a sum of Rs. ..../- (**Rupees ..... Only**) only as an advance as a part of the booking amount through Cheque, dated:- ....., Cheque no.:- ....., drawn on .....(the receipt where of the VENDOR doth hereby admit and acknowledge) and the balance of booking amount shall be paid within **Thirty** days from the date of execution and registration this indenture of agreement to sale and the balance consideration money shall be paid by the PURCHASER to the VENDOR in accordance with memo of consideration more fully described in “**Schedule C**” to this indenture of Agreement to Sale and shall pay the entire consideration amount as settled between the parties on or before / at the time of execution and registration of the indenture of absolute sale before the District Sub Registrar, Ranchi.
- 1.4 That the VENDOR covenant with the PURCHASER that the property hereby agreed to be sold is free from all encumbrances, trust, liens, lis-pendence, tenancy, attachment and execution whatsoever and the VENDOR have indefeasible title and exclusive right to sell the same to the PURCHASER and the VENDOR have not entered into agreement for sell of the said property in favour of any other person.
- 1.5 That the VENDOR also covenant with the PURCHASER that the VENDOR

have not taken loan from any Bank, Financial corporation or any other agency or person by encumbering and mortgaging the land hereby agreed to be sold to the PURCHASER.

- 1.6 That the VENDOR undertake to execute and get register indenture of absolute sale in favour of the PURCHASER on payment of the entire consideration money within 3-Months as per memo of consideration more fully described in Schedule C subject to the terms and conditions set out in this agreement to sale.
- 1.7 That the cost of non-judicial stamp papers, registration and drawing up of indenture of absolute sale shall be borne by the PURCHASER.
- 1.8 The Allottee(s) shall be liable to pay Service Tax/GST or any other similar taxes levied in connection with the construction of the Project up-to the date of handing over of possession of the Unit, cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project.
- 1.9 The Basic sale Consideration amount does not include any taxes and thus the PURCHASER shall pay Service Tax/GST or any other similar taxes levied in connection with the construction of the Project up-to the date of handing over of possession of the Unit, cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project and deposit for formation of Association of purchasers are also not included in the Basic Sale consideration amount.
- 1.10 In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced accordingly.
- 1.11 Tax Deducted at Source – The Allottees is aware that the Allottees has/have to deduct the applicable Tax deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottees shall submit the original TDS certificate within the prescribed timeline mentioned in the Income Tax Act, 1961.
- 1.12 The PURCHASER shall pay the required Corpus Fund and 2-Year Advance Maintenance fee /charge to association / society formed for that purpose within 15 Days (Fifteen days) commencing from the date of intimation as provided and communicated by the DEVELOPER / PROMOTER to the PURCHASER.
- 1.13 The Promoter shall periodically intimate to the Allottee, the amount payable as mentioned in the **Schedule C (“Payment Plan”)** below as well as and the Allottee shall make such payment within **15** (Fifteen) days from the date of issue of such written intimations by the Promoter. In Addition, the

Promoter shall provide to the Allottee the receipt of such payment made by the Allottee.

- 1.14 The aforesaid total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.15 The Allottee shall make timely payment as per the payment plan set out in **Schedule 'C'** (hereinafter referred to as the '**Payment Plan**').
- 1.16 The PURCHASER / ALLOTEES shall not commence any trade or business in conflict with any law, rule, regulation as framed by the Government.
- 1.17 The PURCHASER / ALLOTEES shall not commence any trade or business in conflict with any rules and by laws of the Association of the PURCHASERS of other shops.
- 1.18 The PURCHASER shall be under mandatory obligation to comply all the rules and regulations of the state Government as well as central Government relating to safety, sanitation and health measures as notified from time to time.
- 1.19 The PURCHASER / ALLOTEES shall not commence any trade or business which may endanger the life and property of the occupants of other shop.
- 1.20 The PURCHASER shall not claim any right or equity against the VENDOR with respect to visuals, presentation illustrations photographs and other like or similar things made or published or advertisement or shown in Brochure, Website, hoarding etc. for the purpose of marketing of the said project.
- 1.21 The parties hereto mutually agreed that the terms and conditions as set out in the final deed of conveyance of absolute sale shall prevail over all other earlier instruments executed by and between the parties.
- 1.22 The Promoter shall confirm the super built up area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate / occupancy certificate (as the case may be) is granted by the competent authority and the ALLOTTEE undertakes to accept the same.
- 1.23 The Allottee shall have exclusive ownership of the Flat/unit only more fully described in the **Schedule B** of this indenture of agreement to sale.

- 1.24 The Allottee shall also have right of easement in the Common Areas. The Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the right of the Allottee to common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- 1.25 The PURCHASER shall have no claim in the building of the vendor save and except the Flat unit here by agreed to be purchased by him. All the other structures of the said land, open space, parking space, lobbies, stair case etc. shall remain the property of the Vendor subject to the provision of law for time being in force.
- 1.26 The VENDOR shall not incur any liability if he is unable to deliver possession of the said Flat unit if completion of the said building is delayed on account of civil commotion, riot, corona or any act of God or due to non-availability of steel, cement or any other building material or on account of notification of Govt. or public authority or delay on the grant of building completion certificate, water connection and any other necessary facilities, permission, or sanction by the competent authority or on account of any order of competent court of law or tribunal.
- 1.27 The computation of the price of the residential Unit includes standard features / specifications as mentioned in the **Schedule D** below to be provided by the Promoter with respect to the said Unit.
- 1.28 The VENDOR may, subject to availability, allot to the allottee parking space being constructed on the basement /podium /stilt of the said lands. However, the exact location and dimension of parking space will be finalized by the PROMOTER only upon completion of the Project in all respect.
- 1.29 The parties hereto mutually covenant and understand that no act of the Vendor shall be construed as a grant in law to the Allottee /Purchaser until deed of absolute sale is executed and registered by the Vendor.
- 1.30 **“Use of Terrace”**- The eastern half of the terrace shall remain in exclusive use, occupation and physical possession of the land Owners and it shall be construed as a restricted facility. That the other apartment owners shall not have any say on it, and shall not interfere in it in any manner whatsoever. This information regarding use of terrace is clearly informed and acknowledged by the Purchasers. They have no objection in future also for the same and it will come under preview (Law) of RERA.
- 1.31 The parties hereto mutually covenant that the terrace and terrace rights, rights of further construction on, in and around the building and ownership of areas not specifically sold or allotted to any person shall belong only and only to the Vendor and the Allottee / Purchaser shall not have any right, title,

or claim thereon.

- 1.32 That the Allottees / Purchaser shall keep and maintain the schedule Flat unit in a decent and civilized manner in order to maintain the standard of living of the Project occupiers at high level.
- 1.33 That the purchaser shall not use Flat/unit for any non-residential purposes.
- 1.34 That it is made clear by the Promoter and the Allottee agrees that the said Flat unit shall be treated as a single indivisible unit for all purposes. It is clarified that the 'Said Project's' facilities and amenities as per building plan sanctioned by Ranchi Municipal Corporation, Ranchi) shall be available only for use and enjoyment of the Allottees of the Project.
- 1.35 NOW after having fully satisfied himself with the sanction plan, map, specifications as well as title of the VENDOR and thereby agreed to purchase the said Flat unit the Allottee has paid the sum of **Rs. ....-/- (Rupees ..... Only)** by Cheque, Dated:- ....., Cheque No.:- ....., drawn on ..... as part of booking amount being part payment towards the purchase of the Residential Unit as described in the Schedule 'B' below, the receipt of which the Promoter hereby acknowledges (subject to realization of Cheque/D.D.) and the Allottee hereby agrees to pay the remaining price of the said unit as described in the 'Payment Plan' mentioned in the **Schedule C** below to the Promoter in the schedule time as specified therein.

## **2. MODE OF PAYMENTS**

The Allottee shall make all payments, within the stipulated time as mentioned in the '**Payment Plan**' of Schedule C below through A/c Payee cheque /demand draft or online payment etc. (as applicable) in favour of '**GRIHAM 18- MASTER COLL** payable at Ranchi.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and regulation made there under or any statutory amendment, modification(s) made thereof and all other applicable laws including that of remittance of payment , acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her

part to comply with the applicable guidelines issued by the Reserve Bank of India he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard.

- 3.2 Whenever there is any change in the Residential status of the Allottee subsequent to the signing of this Agreement, it shall be sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

#### **5. TIME IS ESSENCE**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat Unit to the Allottee subject to terms as set out in clause 7 of this deed. Similarly, the Allottee shall make timely payments of the installment as mentioned in **Schedule C** below ("**Payment Plan**") and other dues payable by him/her to the Promoter and meeting the other obligations under this Agreement for sale.

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

The Allottee has checked the standard features and specifications of the Flat unit as mentioned in the **Schedule D** below, the Payment Plan as mentioned in the **Schedule C** below, Floor Plan, (annexed along with this Agreement for sale) and after being fully satisfied with respect there to have accepted the same. The Promoter shall develop the project in accordance with sanctioned building plan approved by the Ranchi Municipal Corporation, Ranchi and shall make any variations/alternations/modifications in such plans, in the manner as provided under the Act.

7. **POSSESSION OF THE UNIT:** -
- 7.1 **Schedule for possession of the said UNIT** - The Promoter agrees and understands that timely delivery of possession of the said unit is the essence of the Agreement. The Promoter, assures to hand over possession of the said Unit as mentioned in the **Schedule B** below on or before ..... unless there is delay or failure due to Force Majeure conditions such as war, flood, drought, fire, cyclone, earthquake & pandemic etc. or any other calamity caused by nature or otherwise affecting the regular development of the 'Said Project'. If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of such further necessary time for delivery of possession of the said Unit.
- 7.2 **Procedure for taking possession** – The parties hereto undertake and covenant that the possession/final registration of the Flat unit shall be given to the PURCHASER after the said building is ready for occupation and the completion certificate has been obtained from the competent authority. The Promoter, upon obtaining the completion certificate or occupancy certificate (as the case may be) from the competent authority shall offer in writing to receive the possession of the Residential Unit as mentioned in the **Schedule B** below to the Allottee in terms of this Agreement for Sale subject to the payment of the total price of the said Unit as per Payment Plan mentioned in the **Schedule C** below including the amount of interest (if any) to the Promoter by the Allottee and also the payment of any other taxes, charges etc. as applicable by the Allottee and the ALLOTTEE shall receive the possession of the said Unit within 3 (three month) from the date of issue of such letter / notice by the PROMOTER. The Allottees / purchasers of all shop / residential units including the Allottees herein shall be bound to join the Association. The Allottee shall be liable to and agree(s) to contribute to and to pay the maintenance charges separately to the Promoter which shall be determined by the Promoter from the date of issue of the completion certificate or occupancy certificate (as the case may be) from the competent authority to the date of handover of the maintenance of the 'Said Project' to the association of Allottees.
- 7.3 **Failure of Allottee to take Possession of the UNIT** - Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the said Unit from the Promoter by executing necessary indemnities, undertaking and such other documentation as applicable. In case the Allottee fails to take possession within the time provided in clause 7.2, the Promoter shall not be liable for the same and the Allottee shall continue to be liable to pay maintenance charges as applicable.

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

**7.5 Cancellation by Allottee** - The if the Allottee proposes to cancel / withdraw from the said Unit of the 'Said Project' without any fault of the Promoter, then the Promoter herein is entitled at its sole discretion to forfeit the entire booking amount paid by the Allottee as mentioned in the Schedule C below and return the balance amount of money paid by the Allottee within 6 (Six) months and this Agreement for sale shall stand terminated in that case.

**7.6** Failure to give possession the Developer/Promoter/Vendor covenant that if he fail or deny to give Possession of the said flat unit in the stipulated time other than reason mentioned in clause 7.1 then the allottee/ purchaser is entitled for refund of entire paid amount with 6 Months.

**7.7 NOMINEE -**

**The ALLOTTEE / PURCHASER hereby nominate ----- as his / her nominee** in respect of the said Flat unit and on the death or in the event any contingency the said nominee shall have same rights and obligations as that of the ALLOTTEE / PURCHASER and if the said Nominee fails to perform and complications the obligations under this agreement or otherwise and shall be liable then the promoter shall be entitled to terminate this AGREEMENT FOR SALE.

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

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) That the Land mentioned in the **Schedule A** below has absolute, clear and marketable title, the Promoter have requisite rights to carry out development upon the said land and have absolute, actual, physical and legal possession of the said Land.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the 'Said Project'.
- (iii) There is no encumbrance upon the said land.
- (iv) All approvals, license and permits issued by the competent authorities with respect to the 'Said Project', have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the 'Said Project',
- (v) The Promoter has the right to enter into this Agreement for sale with the Allottee.

- (vi) The Promoter has not entered into any agreement for sale or any other agreement with any person or party with respect to the said Unit which will, in any manner, affect the rights of Allottee under this Agreement for Sale;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement for Sale.
- (viii) That the Promoter shall execute the Conveyance Deed in favour of the Allottee subject to clause 10 of this Agreement for sale and shall handover lawful, vacant, peaceful, physical possession of the said Unit to the Allottee subject to clause 7.2 of this Agreement for sale.
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid the dues till date with respect to the 'Said Project' to the competent Authorities;
- (xi) No notice from the Government authority for acquisition or requisition of the said Land has been received by the Promoter.

## **9. CONVEYANCE OF THE SAID UNIT**

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

## **10. MAINTENANCE OF THE SAID BUILDING OR UNIT OR PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the 'Said Project' till the taking over of the maintenance of the project by the Association of the Allottees. That the amount of the said maintenance charges shall be decided by the Promoter. The Allottees shall pay the maintenance charges to the Promoter from the date of issue of completion

certificate or occupancy certificate (as the case may be) by the competent authority with respect to the said project till the taking over of the maintenance of the project by the Association of the Allottees. That the Allotted shall pay the maintenance charges to the Promoter in addition to the total Price of the said Unit as mentioned in the Schedule C below.

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

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

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

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

**13. USAGE**

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

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

The Allottee shall, after taking possession of the said Unit, be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the

Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light publicity material or advertisement material etc. on the face/façade of the building or anywhere on the exterior of the Project building therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for Sale for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notification applicable to the 'Said Project' in general and this project in particular. That the Allottee hereby undertakes that after he/she has taken over possession of the said Unit for occupation and use, he/she shall comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs etc. which are required by any competent Authority or otherwise in respect of the said Unit / Building at his/her own cost.

The PURCHASER / ALLOTTEE also undertake to comply the rules and regulations of GREEN BUILDING with respect to the specifications of the Flat unit as well as internal fitting and fixtures which shall be provided by the DEVELOPER or the same shall require to be inspected and approved by the DEVELOPER in order to maintain the regulations of GREEN BUILDING.

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

After the Promoter executes this Agreement for Sale, he shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

**17. THE JHARKHAND APARTMENT ACT, 2011**

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

**18. BINDING EFFECT**

Forwarding this Agreement for sale to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, the Allottee signs and delivers this agreement for sale with all the schedules along with the payment due as stipulated in the Payment Plan mentioned in the **Schedule C** below within fifteen days from the date of receipt by the Allottee.

If the Allottee fails to execute and deliver to the Promoter this Agreement for sale within thirty days from the date of its receipt by the Allottee then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty days from the date of issue of the said notice , application of the Allottee shall be treated as cancelled and the amount paid by the Allottee (if any) in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever within 6 (Six) months.

**19. ENTIRE AGREEMENT**

This Agreement along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit / Building, as the case may be.

**20. RIGHT TO AMEND**

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

**21. PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 'Said Project' shall equally be applicable to and enforceable against any subsequent Allottees/transferee of the said Unit as the said obligations go along with the Unit, for all intents and purposes. The Allottee does hereby undertake he / she shall not transfer the said Unit as mentioned in the **Schedule B** below to any other person till the absolute deed of Sale is executed in his/ her favour by the Promoter subject to locking period of 5 (Five) years in the event of sale which may cause or having potential to cause prejudice to the right of the Promoter affecting the right of the Promoter with respect to his right of sale price of the other shop /residential units.

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

Wherever in this Agreement for sale it is stipulated that the allottee has to make any payment, in common with other Allottee(s) in the 'Said Project', the same shall be in the proportion which super built-up area of the Unit bears to the total super built up area of all the Units in the 'Said Project' (Residential block).

**23. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement for sale or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**24. PLACE OF EXECUTION**

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

**25. NOTICES**

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

**Name of Allottee:**

**Address of the Allottee:**

**Email:**

**Address of Allottee:**

**Name of Promoter: Panas Realtors LLP**

**Address of Promoter:** Registered office at 5th Floor, Shop No. 502, Modi Heights, Phase - 2, Ratu Road, Ranchi- 834005.

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

## 26. JOINT ALLOTTEES

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

## 27. GOVERNING LAW

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

## 28. DISPUTE RESOLUTION

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

### SCHEDULE "A" (the Said Property)

All that piece and parcel of land measuring 30.64 Decimals being portion of M.S. Plot No. 1472 and land measuring 4.18 Decimals being portion of M.S. Plot No. 1473 corresponding to Plot No. 15/A total land measuring **34.82 Decimals** corresponding to Holding No. 694/A2 within Ward No. 7 at present Holding No. 0200004728002A1, 0180000787000Z0, 0180001030000A1 within old ward No. 20 New Ward No. 10 of Ranchi Municipality now Ranchi Municipal Corporation, Ranchi situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi

#### Boundary of land:

North : 14 feet wide private road

South : 16 feet wide private road

East : MS. Plot 1472/Part

West : Municipality Road

### SCHEDULE "B"

All that piece and parcel of **Shop Unit** measuring **Carpet Area** \_\_\_\_\_ Square Feet, **Built-up Area** \_\_\_\_\_ Square Feet and **Super Built-up Area** \_\_\_\_\_ Square Feet tentatively being **Shop Unit** No. '\_\_\_\_' on the '\_\_\_\_Floor' of the

Residential Block in the Residential building known as “\_\_\_\_\_” standing on and over portion Schedule A land situated at Village Kathargonda, Thana No. 201, P.S. Gonda, District Ranchi in the State of Jharkhand butted and bounded as follows: -

NORTH :

SOUTH :

EAST :

WEST :

**SCHEDULE “C”  
PAYMENT PLAN**

Sr. No.	Milestone	Percentage	Amount
1.	At the time of Booking.	Rs. ...../-	Rs. ....../- (Rupees ..... Only)
2.	Within 15 days of signing of the Agreement	10% Less Rs 1,00,000/-	Rs. ....../- (Rupees ..... Only)
3.	On completion of Basement Floor Slab Casting of the Residential Block.	10%	Rs. ....../- (Rupees ..... Only)
4.	On completion of Ground Floor Slab Casting of the Residential Block.	10%	Rs. ....../- (Rupees ..... Only)
5.	On completion of First Floor Slab Casting of the Residential Block.	10%	Rs. ....../- (Rupees ..... Only)

6.	On completion of Second Floor Slab Casting of the Residential Block.	10%	Rs. ....../- (Rupees ..... Only)
7.	On completion of Third Floor Slab Casting of the Residential Block.	10%	Rs. ....../- (Rupees ..... Only)
8.	On completion of Fourth Floor Slab Casting of the Residential Block.	10%	Rs. ....../- (Rupees ..... Only)
9.	On Completion of Block Work of the Residential Block	10%	Rs. ....../- (Rupees ..... Only)
10.	On Completion of installation of Windows, Door and Fittings	10%	Rs. ....../- (Rupees ..... Only)
11.	On Handover of the Unit.	10%	Rs. ....../- (Rupees ..... Only)
	<b>TOTAL</b>	<b>100%</b>	<b>Rs. ....../- (Rupees ..... Only)</b>

**Note:** The above said consideration does not include the expenses for Stamp Duty, Registration Charges, GST and any other taxes applicable and enforceable from time to time, Charges, premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Allottee/s separately as and when the same will be

due or payable under this agreement.

### SCHEDULE D (Specifications)

SI No	Particulars		Specification
1	Living and Dining Area and Bedrooms	Flooring	Vitrified Tiles or as specified by Architect
		Wall/Ceiling Finish	P.O.P
2	Kitchen	Flooring	Vitrified Tiles or as specified by Architect
		Counter/Dado	Granite slab and Dado of ceramic tiles.
		Water Connection	Provision of Hot and Cold lines with heavy duty Pipe and fittings of reputed make.
		Fittings/ Fixtures	Stainless Steel Sink and mixture
		Wall/ceiling Finish	P.O.P
3	Toilets	Flooring	Anti Skid Tiles/Vitrified Tiles or as specified by Architect
		Wall Finish	Vitrified/Ceramic tiles
		Water Connection	Provision of Hot and Cold lines with heavy duty Pipe and fittings of reputed make.
		Sanitary Ware /CP Fittings	Superior quality Sanitary wares and CP fittings will be provided. (CERA / KOHLER/GROHE or equivalent.

		Ceiling Finish	P.O.P
4	Fire Fighting System		As per Fire department standards, an efficient system is planned as per consultant's recommendation.
5	Doors /windows Apartment	Internal Doors	Good Quality Flush doors
		Windows	Three Track sliding Aluminum System windows or as specified by Architect
Electricals		Generator	Sound Proof Generator
		Electric Panel- Mains	Individual Electrical Meter for each Apartment/Unit as per rules.
		Electrical distribution box	Electric panel with L&T or Equivalent Switchgear, MCB etc. Mains and Generator.
		Transformer	Transformer of reputed make as per requirement.
Communication		Telephone	Pre wired for telephone upto a point in individual apartment
		Cable Television	red for Satellite Television upto the ual apartment
		Intercom	Intercom connecting to the Concierge desk, security office , Health club, Community hall and Parking upto a point in individual apartment.

9	MainStructure	Foundation& Structure	Building designed to be Earth Quake resistant , structure designed for the Highest Seismic consideration of ZONE II as stipulated by B/S codes. RCC framed structure as per codes.  RCC framed.
		Walls	As per Architects specification.

## **CERTIFICATE**

Certified that the above-mentioned land is not a tribal land or have any concern with the tribes. It is not acquired by Government, Semi Government, Armed Force or any other purpose. It is not a land of Forest, BCCL, CCL or ECL. This land is not of Math, Mandir, Girja, Gurudwara, Masjid, Church, Sarna, Hargari or Pahnai & not related with Land scam, Fodder scam or any other scam.

It is also certified that the above-mentioned land is not a Kaishar-e-hind land, Gairmajarua Aam land, Gairmajarua Khas Land, Forest/Jungle Land etc.

It is also certified that Executant not belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act.

All the documents and statements presented for registration have been presented voluntarily and are true. The onus of any discrepancies or wrong submission will be on the parties who have appeared for registration of the document.

It is hereby declared that Vendor/landowner is still alive and he is not revoked the said power of attorney till date.

IN WITNESS WHEREOF the parties herein above have put their respective hands and signed this Agreement for sale at Ranchi in the presence of attesting witness, signing assuch on the day first above written.

### **WITNESSES:**

1.

**VENDORS**

2.

**SIGNATURE, THUMB WITH PHOTO OF PURCHASER**

<b>Thumb</b>	<b>Index</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>

Certified that the finger prints of the left hand of each person whose photograph is affixed in the document have been obtained by me or before me.

Typed by: -

**Drafted by: -**