

This Sale Deed executed on this day of 20. ,

Between

M/S Varalika Developers Pvt. Ltd. (PAN— AAICV 5400G), a company registered under the Indian Companies act 1956, having its registered office at..... (PAN-.....) represented through its Directors (1} Mr. Vishal Ranjan (ULD NO.....; Mobile No.....), S/o Air. Arun Kumar Singh grandson of.....,, by faith Hindu, By Category- General (not affected by any restrictive provisions of the C.N.T.Act. 1908), by occupation- Business, R/o Qrt. No. 577, Sector 3E, Near City Park, Post. Sector 3D, Bokaro Steen City, Dist. Bokaro, Jharkhand (2) Mr. Kamlesh Kumar Singh ULD NO.....; Mobile No.....), S/o Mr. Dharamraj Singh, grandson of....., by faith Hindu, By Category- General (not affected by any restrictive provisions of the C.N.T.Act. 1908), by occupation- Business, R/o Taoban Colony, Goal Building, Saraidhela, Sabalpur, Dhanbad, Dist. Dhanbad, Jharkhand, both by Nationality- Indians, both are duly authorized vide board resolution dated hereinafter referred to as the “Promoter”/“Developer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

And

Mr./Ms. , (Aadhar No. PAN , Mobile No.....), son/daughter of , Grand Father's name. aged about, by faith Hindu, By Category- General (not

affected by any restrictive provision of C.N.T.Act. 1908), by Occupation..... residing at....., hereinafter called the “Allottee”/“Purchaser” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

A. The Promoter/developer is a Development agreements holder of the land lies under Khata No. 32 and 57, Thana No. 228, situated at Village- Pundag, Police Station- Jagarnathpur, Ward No. 36 of Ranchi Municipal Corporation within Town and District of Ranchi, in the State of Jharkhand having following details:-

Khata No.	R.S. Plot No.	Sub Plot No.	Area in Decimal	
32	346	346/A	13.50	
57	336	336/Part	11.50	
57	336	336/Part	05.75	
57	336	336/Part	17.25	

Total 48 Decimals i.e. Sq.M

Note:- Out of the total land the landowners have left 99 Sq.M. (i.e. 2.44 Decimals) land out of their total land for the road widening by way of gift to RRDA.

(i) The land mentioned above was hold and possessed by the following person:-

- (1) Smt. Chanchala Singh (AADHAR No. XXXX XXXX 5615, PAN- ARXPS 3339L, Mobile No. 7631311111), W/o Sri Sunil Kumar Singh, D/o Krishn Kumar Singh, grand father's name Late Sakaldeep Singh, by faith Hindu, By Category- General (not affected by any restrictive provisions of the C.N.T.Act.1908), by occupation- Housewife, resident of Ashok Kunj, Opp. Road No.3, Ashok Nagar, P.S. Argora, District — Ranchi, in the State of Jharkhand, Nationality- Indian (herein after referred as the landowner No.1).

Out of the total land as mentioned in para A herein above Smt. Chanchala Singh/ Landowner No.1 is the owner of land lies under Khata No. 32, Thana No. 228, being portion of R.S.Plot No. 346 Sub Plot No. 346/A, measuring an area of 13.50 Decimals situated at Village - Pundag, Police Station Jagarnathpur, District of Ranchi, in the State of Jharkhand.

- (2) Mr. Abhinash Kumar, (UID No.- XXXX XXXX 7753, PAN- ABEPK1225A, Mobile No.-.....), S/o Late Ravindra Kumar Sinha, Grand son of Late Satynarayan Kumar by faith — Hindu, by caste- Kayastha, by occupation, resident of House No. 58, New A.G. Colony, Kadru,. Dist-Ranchi (Jharkhand) (herein after referred as the landowner No.2);
- (3) Mr. Shishir Kumar, (UID No.— XXXX XXXX 1013, PAN— AOPPK8754G, Mobile No.—.....), S/o Late Ravindra Kumar Sinha, Grand son of Late Satynarayan Kumar by faith — Hindu, by caste- Kayastha, by occupation Service, resident of House No. 60, New A.G. Colony, Kadru,. Dist.Ranchi

(Jharkhand) (herein after referred as the landowner No.1) (herein after referred as the landowner No.3);

- (4) Mr. Sanjay Kumar, (UID No.- XXXX XXXX 1296, PAN-AOEPK6737L, Mobile No.-.....), S/o Late Ravindra Kumar Sinha, Grand son of Late Satynarayan Kumar by faith — Hindu, by caste-Kayastha, by occupation Service, resident of House No. 60, New A.G. Colony, Kadru,. Dist-Ranchi (Jharkhand) (herein after referred as the landowner No.4);
- (5) Smt. Rekha Kumari, (UID No.— XXXX XXXX 409T, PAN-CLPPS6255P, Mobile No.-.....), W/o Shri Sanjay Kumar Singh, Daughter of Late Ravindra Kumar Sinha, Grand son of Late Satynarayan Kumar by faith — Hindu, by caste- Kayastha, by occupation Housewife, resident of House No. 60, New A.G. Colony, Kadru,. Dist-Ranchi (Jharkhand) (herein after referred as the landowner No.5).

Out of the total land as mentioned in para A herein above the Landowner No. 2, 3, 4 and 5 are joint owner of land lies under Khata No. 57, Thana No. 228, being portion of R.S.Plot No. 330, Sub Plot No. 33b/Part, measuring an area of 11.50 Decimals situated at Village - Pundag, Police Station Jagarnathpur, District of Ranchi, in the State of Jharkhand.

- (6) Smt. Pushpa Singh, (UID No.- XXXX XXXX 8148, PAN-COZPS2615L, Mobile No.-.....), W/o Shri Abhinash Kumar, D/o Mr. Rameshwar Prasad Singh , Grand daughter of Late Deocharan Singh, by faith — Hindu, by caste- Kayastha, by occupation Housewife, resident of House No. 60, New A.G. Colony, Kadru,.

Dist-Ranchi (Jharkhand) (herein after referred as the landowner No.6);

- (7) Smt. Nisha Rani Singh, (UID No.-, PAN- ... , Mobile No.-.....), W/o Mr. Shishir Kumar, Daughter of Yogendra Pratap Singh, Grand Daughter of Late Harihar Prasad Singh by faith — Hindu, by caste- Kayastha, by occupation Housewife, resident of House No. 60, New A.G. Colony, Kadru,. Dist-Ranchi (Jharkhand) (herein after referred as the landowner No.7);
- (8) Smt. Amrita Singh, (UID No.- XXXX XXXX 3494, PAN-FRQPS6719L, Mobile No.-.....), W/o Mr. Sanjay Kumar, Daughter of Ramji Singh, Grand Daughter of Late Krishnadeo Roy by faith — Hindu, by caste- Kayastha, by occupation Housewife, resident of House No. 60, New A.G. Colony, Kadru,. Dist-Ranchi (Jharkhand) (herein after referred as the landowner No.8).

Out of the total land as mentioned in para A herein above the Landowner No. 6, 7 and 8 are joint owner of land lies under Khata No. 57, Thana No. 228, being portion of R.S.Plot No. 336, Sub Plot No. 336/Part, measuring an area of 05.75 Decimals situated at Village - Pundag, Police Station Jagarnathpur, District of Ranchi, in the State of Jharkhand.

- (9) Smt. Shashibala Devi, (UID No.- XXXX XXXX 0229, PAN— AGMPD1625N, Mobile No.—9470069023), W/o Mr. Onkarnath Sharma, Daughter of Ram Vayash Singh, Grand Daughter of Late Akhaj Narayan Singh by faith — Hindu, by caste- Kayastha, by occupation Housewife, resident of MIG-46, Hanuman Nagar,

Kankarbag, Dist. Patna-800020 (Bihar) (herein after referred as the landowner No.9).

Out of the total land as mentioned in para A herein above the Landowner No. 9 is the owner of land lies under Khata No. 57, Thana No. 228, being portion of R.S.Plot No. 336, Sub Plot No. 336/Part, measuring an area of 17.25 Decimals situated at Village - Pundag, Police Station -Jagarnathpur, District of Ranchi, in the State of Jharkhand.

- (i) The land lies under Khata No. 32, R.S.Plot No. 346 of village Pundag was stand recorded in the name of Kandru Teli by caste-Teli and Khata No. 57, R.S.Plot No. 336 of village Pundag was stand recorded in the name of Khedwa Teli by caste-Teli as kayami during the revisional survey finalized in the year 1935.
- (ii) The Landowner No.1 has purchased her 13.50 decimals land from its erstwhile landowners Salil Kumar & Grish Kumar by virtue of registered deed of sale vide deed no. 6903 dated 29.07.2003 and came into peaceful possession thereof and got her name mutated in the office of Circle Officer, Nagari vide Mutation case No. 095R/27/2003-04 dated and accordingly her name has been entered into Page 214, Vol. No. 11 of Register-II. The Landowner No.1 has perfect Right Title and Interest over her landed property.
- (iii) The Landowner No.2, 3 4 and 5 jointly inherited 11.50 decimals land from their mother Late Shakuntala Sinha who had purchased the land from Arjun Mahto by virtue of a registered deed of sale vide deed no. 4345 dated 02.08.1965 duly entered into book No. 1 vol. No. 33 running from page no. 308 to 311 for the year 1965 kept in the office of D.S.R. Ranchi. After purchase of land

Shakuntala Devi got her name mutated in the office of Circle officer, Nagri vide mutation case no. 451R27/1998-99 and was paying rent to the state.

- (iv) The Landowner No.6, 7 and 8 jointly purchased 5.75 decimals land from its erstwhile landowners Abhinesh Kumar and others by virtue of a registered deed of sale vide deed no. 2022/RANU/2651/BK1/2409 dated 29.09.2022 duly entered into BK 1 vol. No. 271 running from page no. 01 to 68 for the year 2022 kept in the office of SRO Ranchi Urban-3. After purchase of the land (1)Smt. Pushpa Singh/ Landowner No.6 (2) Nisha Rani Singh/ Landowner No.7 and (3) Smt. Anita Rani Singh/ Landowner No.8 jointly came into peaceful possession thereof and got their name mutated in the office Circle officer, Nagari vide mutation case No. 2790R27/2022-23 dated and accordingly, their name has been entered into Page No. 17, Vol. No. 61 of Register-11 and they are paying rent to the State.
- (v) The Landowner No.9/ Smt. Shashibala Devi has purchased her 17.25 decimals land from its erstwhile landowner Arjun Mahto son of Khedwa Teli by virtue of a registered deed of sale vide deed no. 4340 dated 25.01.1965 and came into peaceful possession thereof and got her name mutated in the office Circle officer, Nagari vide mutation case No. dated and accordingly, her name has been entered into Page 249, Vol. No. 3 of Register-II. And whereas, Smt. Chanchala Singh has perfect Right Title and Interest over her landed property.
- (vi) The Landowners named above in order to develop their respective land amalgamated their land in one unit measuring an area of 48 Decimals i.e.

Sq.M. more or less however the landowners separately entered into development agreement with the Developer/ promoter.

- (vii) The landowner No. I/Chanchala Singh entered into registered development agreement with Promoter/ Developer vide Deed No. 2022J RANU3/2819J BK1/2568 dat. 18.10.2022 duly entered into Book No. BK1, Vol. No. 290 running from page No. 493 to 558 for the year 2022 kept in the S.R.O, Ranchi Urban-3.
- (viii) The landowner No.2, 3, 4, 5, 6, 7 and 8 jointly entered into registered development agreement with Promoter/ Developer vide Deed No. 2022/RANU3/322/BK1/2999 dat. 02.12.2022 duly entered into Book No. BK1, Vol. No. 340 running from page No. 1 to 104 for the year 2022 kept in the S.R.O, Ranchi Urban-3
- (ix) The landowner No.9/Shashibala Devi entered into registered development agreement with Promoter/ Developer vide Deed No. 2023/RANU3/ 382/BK1/351 dat. 14-02-2023 duly entered into Book No. BK1 vol. No. 42 running from page No. 405 to 484 for the year 2023 kept in the S.R.O, Ranchi Urban-3.
- (x) The Developer got the building plan sanctioned from Ranchi Regional Development Authority (R.R.D.A., the Competent Authority) vide Building Plan No. RRDA/ BP/0016/2022 dt. 18.01.2022 and started construction the building over the Schedule land as per the said plan. The building has been named as 'EMERALD HEIGHTS' (herein after referred as the said building).
- (xi)

That in terms of the sanctioned order, the landowners have left 99 Sq.M. (i.e. 2.44 Decimals) land out of their total land for the road widening by way of gift to RRDA

and thereafter the proposed building is being constructed **over only** **Decimals of land more fully described in Schedule A-1 hereunder.**

(xii) The said building has been more fully described in the Schedule-B hereunder and its plinth areas have been shown in GREEN WASH in the map attached as Annexure -B forming part of the Deed.

' B. The Said Land is earmarked for the purpose of building a residential project, comprising G+..... and the said project shall be known as 'EMERALD HEIGHTS' ("Project")

C. The Promoter/ Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The Ranchi Regional Development Authority (Competent Authority) has granted the commencement certificate to develop the Project vide approval datedbearing Building Plan No. RRDA/BP/001fi/2022.

E. The Promoter/ Developer obtained the final layout plan approvals for the Project from Ranchi Municipal Corporation, Ranchi. The Promoter is constructing the building in accordance with sanctioned plan;

F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at on under registration no.

o The Allottee/Purchaser had applied for an apartment in the Project vide application no. dated..... and has been allotted apartment being Flat No.

having carpet are of Square feet, Block No....., on floor in 'EMERALD HEIGHTS'

("Building") along with closed/ Shed Parking No. admeasuring square feet ground floor of Block, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause(n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A-1 and the floor plan of the apartment is annexed hereto and marked as Schedule B);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed héerein;
 - I. The building named as 'EMERALD HEIGHTS' is being constructed over the land more fully described in Schedule-A-1 hereunder.
 - J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
 - K. 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 and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
 - L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/ Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Flat and the garage/closed parking (if applicable) as specified in para G;
- NOW THEREFORE*, in consideration of the *mutual repre:mentation:s*, covenants, nssttrnnces, *promi:se:s* rind

agreement:s contained herein and other *good rind valuable con:sideration*, the *Partie:s agree a:s follow:s*:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter/Developer agrees to sell to the Allottee/ Purchaser and the Allottee/Purchaser hereby agrees to purchase, the Flat as specified in para G;

1.2 (A)The Total Price for the Flat based on the carpet area is Rs. (Rupees only.

(1+) GS'Y

Total Cost including GST Rs.....

Block No.....	
Flat No.....	
Floor	
Carpet Area.....	
Built up area.....	

[AND]

Mid-size Car Parking No.----- -----	

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee/ Purchaser to the Promoter/ Developer towards the Flat;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Flat:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;

- (iii) The Promoter/ Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Flat includes: 1) pro rata share in the Common Areas; and 2)..... covered parking(s) as provided in the Agreement.

1.3 The 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/ Developer 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.

- 1.4 The Allottee (s) make the payment as per the payment plan set out in Schedule C (“Payment Plan”).
- 1.5 The Promoter/ Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payment @% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter/ Developer.
- 1.6 It- is agreed that the Promoter/ Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter/ Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the

carpet area shall be recalculated upon confirmation by the Promoter/ Developer. If there is any reduction in the carpet area within the defined limit then Promoter/ Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter/ Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:
- (i) The Allottee shall have exclusive ownership of the FLAT;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas, Since the share/interest of Allottee in the Common Areas in undivided and cannot be divided or separated, 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 use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter/ Developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Flat along with garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.
- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "EMERALD HEIGHTS" shall not form a part of the declaration to be filed with Ranchi Regional Development Authority and to be filed in accordance with the Building Bye Laws of State of Jharkhand.
- 1.11 The Promoter/ Developer agrees to pay all outgoings (if pending up to the date of handing over the project to the 'Flat owner's Association) before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground

rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if any) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter/ Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.12 The Allottee has paid a sum of Rs. (Rupees only) as booking amount being part payment towards the Total price of the Flat at the time of application, the receipt of which the promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

The Allottee shall bear the cost of registration including Stamp Duty, Registration fee and other charges against the registration of flat in the name of Allottee in addition t'ò the Cost of the Flat.

2. MODE OF PAYMENT :

Subject to the terms of the Agreement and the promoter/ Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'M/S Varalika Developers Pvt. Ltd.' 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 Regulations made thereunder or any statutory amendment(s) 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.

3.2. The Promoter/ Developer accepts no responsibility in this regard. The Allottee shall keep the Promoter fully

indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the 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 Flat 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/ Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter/ Developer may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

1.13. Time is of essence for the Promoter/ Developer as well as the Allottee/Purchaser. The promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the

simultaneous completion of construction by the Promoter as provided in Schedule C (“Payment Plan”).

6. Construction of the project/apartment:

The Allottee has seen the specifications of the Building and Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/ Developer. The Promoter shall develop the project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Jharkhand Building Bye-Laws-2016 and shall not have an option to make any variation/alternation / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT:

7.1. Schedule for possession of the said Flat: The Promoter/ Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). 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 time for delivery of

possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure For Taking Possession: — The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. The promoter agrees and undertakes to indemnify the Allottee in ease of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate* of the project.

7.3 Failure of Allottee to take Possession of Flat: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Flat

from the Promoter by. executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4. Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the Flat 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 Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter/ Developer, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation:-

The Promoter/ Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for

the time being in force. It is made clear that the Allottee will only be entitled for compensation, if the title of the Promoter/ Developer will be declared defective by competent court.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter/ Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[In case there are any encumbrances on the said Land, the Promoter shall provide details of such encumbrances including any rights, title, interest and name of party in or over such Land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, project or the Apartment/Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Flat are valid and subsisting and 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 Project, said Land, Building and Flat and common areas;
- (vi) The Promoter/ Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the project is not completed and after handing over the project to Flat Owner's association, all the liability referred herein above shall be paid by the Flat owner's association;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of, his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; .or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the

Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

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

- (i) In case the Allottee fails to make payments for Two consecutive demands made by the promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for period beyond Two consecutive months after notice from the promoter in this regard, the Promoter shall cancel the allotment of the Flat (booked in favour of the Allottee) and refund the amount/ money paid to the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/ Developer, on receipt of complete amount of the Price of the Flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and

legal expenses etc. so demanded within the period mentioned in the demand letter, 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).

11. Maintenance of the said building/apartment/project:

The Promoter/ Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Flat.

The purchaser agreed to pay the common expenses as per Schedule-F without any delay on demand made by the maintenance authority of the building.

That the purchaser shall abide by the terms and condition of the Flat Owner's Association and shall pay the maintenance charges to the Flat owners association of the building with respect to cost maintaining/ running/ repairing the Common Areas mentioned in the Schedule-E. The Purchase shall pay

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onlyJ to the Developer against one year's maintenance charges in advance on or before registration of the flat in his favour. The Developer shall maintain the building in all respect for one year and within said period the

occupiers/ Flat owners shall formed their maintenance association.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It has been agreed between the parties that the Promoter/ Developer shall not be liable for any defect/ s pointed out after one years with respect to defect/ s in Sanitary fittings, Water Tap and Electrical switches etc. and other fitting/ s in which defects may occurs due to wrong handling.

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

The Allottee hereby agrees to purchase the Flat on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and

conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the 'Veer Bhadra Esclave', shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat 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 Apartment/Flat, or the staircases, lifts, common passages, corridors, circulation areas atrium (if any) 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 Flat and keep the Flat, 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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous *OT* Combustible goods in the Flat and parking space 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 Building, Apartment/ Flat. 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.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE :

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act and rules. However if the competent authority permits for the additional structure(s), the Promoter/ Developer has right to construct the addition structure/ Floor after taking prior permission from the sanctioning Authority.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Apartment/ Flat/ Building 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 Flat.

20. APARTMENT OWNERSHIP ACT {OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in Jharkhand Apartment Ownership Act. The acts and rules of Jharkhand Apartment Ownership Act is also binding on the Allottee.

21. BINDING EFPECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the A)llottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. Provisions of this Agreement applicable on allottee/ 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat; in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OR PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the, carpet area of the Flat bears to the total carpet area of all the Flat in the Project.

28. 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 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, in Ranchi after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ranchi, Jharkhand.

30. NOTICES

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

Name of Allottee.....

Allottee Address).....

Promoter name- M/S Varalika Developers Pvt. Ltd.

Promoter Address.....

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement 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.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be set by the promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

34. The Purchaser shall be entitled to borrow money as Housing loan from any bank or banks or other financial institutions without creating any financial liability on the Promotor/ Developer or affecting their estate and interest in the Land Property/Building and it being expressly agreed and understood that in no event the Developer shall be responsible and / or made liable for payment of any dues of such bank or banks, or institutions and for that purpose the Purchaser shall keep the Developer indemnified against all actions, suits, proceedings and costs, charges and expenses if arises due to such loan.

35. That the purchaser shall have proportionate right over the common areas of the building as detailed in Schedule- E and shall pay the maintenance cost/ expenses for the items detailed in Schedule-E.
37. The Allotment letter will only be issued after payment of 20% consideration amount.
38. In addition to the said consideration, the purchaser shall also pay to the Developer Charges for providing any additional work in or relating to the Flat at the request of the purchaser and for providing any other facility or utility in the said Flat, in excess of those mentioned in the Schedule-D (under heading Specification} hereto Provided that if any work or provisions be for the common nature with some or all of the other co-owners/ Purchaser of the flats, the Purchaser and such of the Co-owners/ purchaser shall share the charges therefore proportionately & the Purchaser shall be liable to pay only his proportionate share thereof:
39. After taking possession of the Flat, all betterment fees and similar levies and sales taxes, Service Tax if any, charged or to be charged by the Government or Municipality by the Government relating to the Building or any part thereof proportionately shall be paid by the purchaser.
40. Notwithstanding the aforesaid, the purchaser shall not sell, encumber or deal with the said unit, and the parking space and or to enter into any agreement for the same with any reason of any nature until all amounts payable to the Developer be not paid by the purchaser to the Developer and until the date of Possession or without the written consent of the Developer: After taking possession of the unit, the same shall be at the risk of the purchaser.

41. Purchaser shall bear the Proportionate costs of formation and the expenses of the AssOCiation.
42. As from and after the Date of Possession the purchaser covenants as follows :
 - a. To co-operate with the Developer in the formation of the association and works relating to common purposes. The Society/Association will be formed by the Co-owners.
 - b. To observe the rules framed from time to time by the Developer 8s Upon its formation by the Association for quiet and peaceful enjoyment of the Building and the said premises as a decent commercial complex of reputed, respectable and well placed persons.
 - c. To allow the developer and its workmen to enter into the said unit for the purpose of completion of construction of the building and acts relating to common purposes.
 - d. To. pay and bear the common expenses, proportionately .
 - e. To deposit the amounts reasonably fixed by the developer from time to time towards the Purchaser's liability for the taxes and other outgoing.
 - f. To pay for Electricity and other Utilities consumed in or relating to said unit.
 - g. To use the said unit only for the purpose for which it is intended. It is being clarified that the Building is designed for residential purpose only.
 - h. Not to put any name plates on the outside wall or inside wall of the unit or the Building except at the place or places as be approved by the Developer and / or upon its formation by the Association:

- L. To pay the Service Tax, Vat etc, if applicable to the flat/s in addition to the consideration amount.
44. The purchaser shall have no right over the roof however the purchaser shall have right of easement over the roof along with other co-purchaser.
45. All stamp duty, registration charges and incidental expenses for and /or relating to all documents as envisaged hereunder shall be borne and paid by the purchaser, and such payments as be estimated, by the Developer shall be made by the Purchaser to the Developer within 7 days of the same being demanded by the Developer.
46. Jurisdiction:-Only courts having original jurisdiction over the said building shall have the jurisdiction in all matters relating to or arising out of this agreement. The provisions of the Jharkhand Apartment (Flat) Ownership Act -2011 shall be applicable to this agreement.

Schedule 'A'

(Details of flat subject matter of this agreement)

All that% (i.e. Sq.ft.) proportionate undivided impartible and indivisible share in the land specified in Schedule- A-1 herein above, containing, finished a BHK Flat bearing Flat No. — on Floor, having Sq.M Carpet Area, corresponding to Sq.ft Built Up Area (more or less) lies in “.....” and shown within YELLOW WASH in the sketch plan being Annexure —B hereto with right in parking spaces on the ground floor of the building being Parking No. The Flat sold hereby is butted and bounded as Follows:-

North
 South ‘...
 East
 West

Schedule A-1

(Details of land over which the Building is being constructed)

ANNEXURE-A (The said Land)

All That Piece And Parcel of land measuring an area of 30.72S Decimals (more or less), being Khata No. 32, Revisional Survey Plot No. 346, Sub Plot No. 346/A and Khata No. 57, Revisional Survey Plot No. 336, Sub Plot No. 366/P-1 Thana No. 228, situated at village ndag, P.S. Jagarnathpur, Dist. Ranchi, Jharkhand. The Land is butted and bonded as follows;-

North
 East
 South
 West

Schedule ‘B’ - Floor Plazz of the Apartmezt

Schedule ‘C’ - Payment Plan by the allottee
 PART - I

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

Total cost of Flat, land is Rs..... Out of which the Purchaser has paid Rs.
 (.....)

Schedule 'D'

(Specification)

The specifications of the building /flats shall be as follows:-

FOUNDATION:	R.C.C. column and pedestal, with antitermite treatment both in foundation and plinth in addition to protection for earth quake.
STRUCTURE:	R.C.C. Column / Beams /Slabs
WALLS:	8"/10" thick external and 5"/4" thick internal partition brick masonry.
WALL FINISH:	External wall have snowcem. Internal wall will have plaster of paris.
FLOORS:	In bed room and drawing hall, the floor will be of 24" X24" Ceramic floor tiles and in toilet, Kitchen, and balcony's floor will be of 12" X12" Non skid Ceramic floor tiles
DOORS :	Commercial Ply with wooden/steel door frame.
WINDOWS:	Two track Alluminium windows with grills painted with two coat of synthetic enamel paint over a coat of primer.
WATER ARRANGEMENT:	Connection with one deep tube well with over head tank and connected by electric pump.
TOILETS:	Flooring with 12" X 12" non skid Ceramic tiles and dado in plain ceramic tiles up to 7'-0" height. Pipes for hot

and cold water provided in toilets (geyser will not be provided).

SANITARY FITTINGS: All C.P. or brass fittings of standard make, white glazed vitreous sanitary ware, cistern of white acrylic fiber glass.

KITCHEN: Green Marble stone working platform with ceramic tiles dado up to 24" height.

ELECTRICAL: Concealed conduit copper wiring with standard fittings and fixtures. (Tube light, fans and other fitting will no be provided).

SCHEDULE - 'E', ABOVE REFERRED TO;
(COMMON AREA)

1. Common parking space (If any), common path, passage, driveways and main entrance to the premises and the building.
2. Security/Guard room, common Boundary walls, on the ground floor and Main Gate.
3. Drainage and sewerage and all pipes and other installation to the common purpose (except only those installed within the exclusive area of any flat and/or exclusively for its use).
4. Low Tension and/or high tension electrical installation and its room (if any) transformer (if any) all electrical wiring and other fittings (exclusive area of any flat/unit and/or exclusively for its use).
5. Stair case, passages, landing and/or mid-landing on all floor in the Building.
6. Lobbies in all floors. Deep Tube well and its installations, Lift and Generator set and its installations.

5. Water pump, water Tank and all common plumbing installation for carriage of water (save only those as are exclusively within and for exclusive use of any Flat/ Unit.
6. Such other common part, area, equipment's installation, Fitting, fixtures and space in or about the Building as are necessary for passage to/or user of the Units in common by co-owners and covered area of unit of other co-owners and the Car parking space as may be demarcated by the Developer (if any) on the open spaces on the ground floor for the exclusive use of Purchasers or for any flat owner or occupier.

SCHEDULE -'F', ABOVE REFERRED TO;
(Common Expenses)

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, maintaining, redecorating, reconstructing and/or lighting the common portions in the Building including their outer walls.
2. The Salary of all persons employed for Common Purposes including Durwans, Security personnel, Sweepers, Plumbers, Electricians etc .
3. Insurance premium for insuring the Building.
4. All charges and deposits for supplies of common utilities to the Co-owners in common.
5. Municipal Tax, Water Tax and other levies in respect of the Premises and the Building save those separately assessed on the Purchaser.
6. Cost of formation and operation of the Association / Society.
7. Cost of running, maintenance, repairs and replacement of:
 - a) Transformers (if any)
 - b) Water pumps and its installation

- c) Deep tube-well (if any)
 - d) Generator, and
 - e) Other common installations
 - g) Maintenance of roof.
 - h) Maintenance of Lift.
8. Electricity charges for the electrical energy consumed at the common portions and/or for the operation of the Common Services :
 9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions :
 10. The office expenses incurred for maintaining an office for running association of persons (the Purchaser)
 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 portion:

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ranchi in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named

Allottee: (including joint buyers)

(1)

(2)

At on in the presence of

Signed and Delivered by the Within named

Promoter:

(1)

grOuDd floOf for the exclusive use of Purchasers or for any flat owner or occupier.

IN WITNESS WHEREOF the Vendors have set their hand through their attorney and in confirmation of the above Terms the Developer has also set his hands and affixed the common seal on the day, month and year first above written.

WITNESSES:-

1.

Vendors
(Through their Attorney)

Developer/ Confirming 1st party

Certified that the fingers prints of the left hafid Of each person whose photographs are affixed in the documents have been obtained by me.