

ANNEXURE - G

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed at Seraikella on

BY AND BETWEEN

M/s BANKEY BIHARI PLATINUM MALL a Partnership firm having its registered office at Infront of Toyota Show Room, Tata-Kandra Main Road, Bara Gamharia, P.O. Gamharia, Dist. : Seraikella-Kharsawan, (PAN NO. ABBFB4151H) through Promoter/Partner **Sri Gajanand Bhalotia** (Adhar No. 8265 1854 9748) (PAN No. AAWPA5197N) S/o Matadin Bhalotia, by faith Hindu, by Occupation : Business, Resident of 43, New C.H Area, North West, Sonari, P.O. & P.S. : Sonari, Town : Jamshedpur, Dist. East Singhbhum, Jharkhand [hereinafter referred to as the **"Promoters /Partner/Land Owners"**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignee(s) including those of the respective partners] of the **ONE PART**.

AND

Mr./Ms/Mrs. _____, S/o,D/o/W/o Mr. _____

R/o _____

[hereinafter referred to as the **"ALLOTTEE(S)**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignee(s) including those of the respective partners] of the **OTHER PART**.

(Aadhar No _____) (PAN _____)

Mobile No. _____

The **Promoter** and **Allottee (s)** shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

M/S BANKE BIHARI PLATINUM MALL



Partner

WHEREAS :

- A. **Gajanand Bhalotia**, S/o Late Matadin Bhalotia and Smt. Pushpa Bhalotia are absolute and lawful owner of Khata No. 99, Plot No. 420 (P), total land admeasuring 77 Dismil, situated at Mouza : Bara Gamharia, Anchal : Gamharia, Dist. : Seraikella-Kharsawan.
- B. The said land is earmarked for the purpose of commercial building a project known by **BANKEY BIHARI PLATINUM MALL** and the project shall be known as Bankey Bihari Platinum Mall.
- C) The Promoter is fully component 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 Adityapur Municipal Council has granted the sanction of map to develop the Project vide approval No. AMC/BP/0037/W11/2022 date 02/12/2022.
- E) The Promoter has obtained the final layout approvals for the Project from **AMC**. The Promoter agrees and undertake that it shall not makes any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F) The Promoter has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority** at Ranchi, Jharkhand vide registration No. Dated
- G. The Allottee(s) had applied for an Unit/ Office Space in the project vide application No. dated and has been allotted Office No. /Unit No. having carpet area of Square Feet, Built up area of Sqft. Type..... On

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[Signature]

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..... floor in the commercial building name **M/s BANKEY BIHARI PLATINUM MALL** along with parking No. admeasuringSqft. in the.....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 "**Commercial Building**") more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

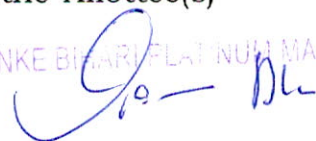
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. Allottee hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- J. 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.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Office/Unit and the parking space in Basement/setback area;

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 & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s)

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and the Allottee(s) hereby agrees to purchase, the Commercial Building as specified in Schedule G;

- 1.2 The Total Price of the Unit is based on the carpet area is Rs.(Rupees) only as per following description.

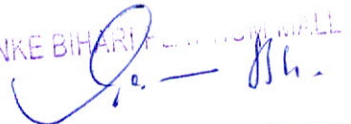
Name of Commercial Building	BANKEY BIHARI PLATINUM MALL
Type of Unit/Office Space	.....
Floor	.....
Office/Unit No.	.....
4-Wheeler parking No. (basement parking/shed parking in setback area)	.....
2-Wheeler Parking No. (basement parking/shed parking in setback area)	.....

Breakup of the amounts such as cost of Office/Unit, proportionate cost of common areas, preferential location charges, taxes etc as per following :-

Cost of Office/Unit including common areas, common facilities (lift, generator, motor-pump etc.) & parking space : Rs./-
(Rupees Only)

Explanation

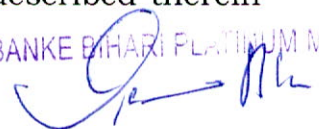
- i. The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Office/Unit in the **BANKEY BIHARI PLATINUM MALL;**
- ii. The Total Price above is including Taxes (Consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Allottee (s) to the Promoter as and when demanded up to the date of handing over the possession of the Office/Unit.

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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 shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 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 Office /Unit includes pro rata share in the Common Areas, common facilities & Parking space.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes 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(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 It is agreed that the Promoter 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

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in respect of the Unit or the Said Project 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 provision of the Act.

- 1.6 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee(s) 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. If there is any reduction in the Carpet Area within the defined limit then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with annual interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area allotted to Allottee(s) the promoter shall demand that from the Allottee(s) 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.
- 1.7 Subject to Clause 9.3 the Promoter agrees and acknowledge, the Allottee shall have the right to the Apartment or Plot as mentioned below :
- (i) The allottee(s) shall have exclusive ownership of the Building.
 - (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/interest of Allottee(s) in the common areas is undivided and can not be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. Further the right of the Allottee(s) to use the Common Areas shall always be subject to the

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timely payment of maintenance charges and other charges as applicable.

- (iii) That the computation of the price of the Apartment 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 fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Said Project/Whole Project.

1.8 It is made clear by the Promoter and the Allottee (s) agrees that the Unit along with the parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Whole Project is an independent, self-contained project covering the Scheduled Land and is not a part of any other project or zone and shall not form a part of an/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(s). It is clarified that Project facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9 It is understood by the Allottee that all other areas and i.e. and facilities falling outside the Project namely **BANKEY BIHARI PLATINUM MALL** shall form a part of the declaration to be filed Adityapur Municipal Corporation in accordance with the relevant **Jharkhand Real Estate & Development Regularity Authority**.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges). If the Promoter fails to pay all or any of the outgoing/dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the

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Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings/dues 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 therefore by such authority or person.

- 1.11 The Allottee has paid a sum of Rs _____/-(Rupees _____
_____ Only) as booking amount being part payment towards the Total Price of the Apartment 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 Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein in the schedule C of this Agreement.

2. **MODE OF PAYMENT –**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, Allottee shall make all the payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee **V R Construction Sunrays Apartment AC** payable at **Ranchi** cheque/demand draft or online payment in favour of **V R Construction Sunrays Apartment AC**.

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

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which

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[Handwritten Signature]

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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 FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) 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 may be liable for any action under Foreign Exchange Management Act, or other laws as applicable, as amended from time to time.

- 3.2 The Promoter 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 apartment 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 :**

- 4.1 The Allottee authorizes the Promoter 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 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.

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5. **TIME IS ESSENCE :**

5.1 Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the Said Project and handing over the Apartment or Plot to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate or the completion certificate/occupation certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Part II of Schedule C ("Payment Plan").

6. **CONSTRUCTION OF THE BUILDING :**

6.1 The Allottee(s) has been the specifications of the Apartment and accepted the payment plan, floor plans, layout plans (as mentioned in schedules of this Agreement) which has been approved by the competent authority, as presented by promoter. The Promoter shall develop the Project in accordance with the said layout plans, specification. Subject to the terms in floor plans and this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities shall also strictly abide by bye-laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, In case, there is change/s in plan, the consent for such change/s in writing in the prescribed form will be taken from the Allottee and such consent will be treated as supplementary to this agreement. Breach of this term by the Promoter shall constitute a material breach of the Agreement.

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Partner

7. **POSSESSION OF THE APARTMENT :**

7.1 Schedule for possession of the Said Unit/Office Space – The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter based on the approved plans, specifications assures completion of the Apartment within 5 (Five) years from the date of this agreement, 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 Apartment, 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 shall not have any rights, claims etc. against the Promoter and 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 Apartment, to the Allottee in terms of this Agreement to be taken within 1 (One) month from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the formalities, documentation on part of the Promoter. The Allottee

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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 Allottee to the in writing within 30 (thirty) day of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Apartment – Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment 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 Apartment 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 Apartment 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, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee (less the GST component which may be refunded after the realization of the same from the substituted Allottee as per the GST Act/Rule) shall be returned by the promoter to the allottee within 45 days of such cancellation.

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G.P. — M
Partner

- 7.6 **Compensation** – The Promoter shall compensate the Allottee(s) 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.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (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 (less the GST component which may be refunded after the realization of the same from the substituted Allottee as per the GST Act/Rule) in respect of the Apartment. 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 Unit/ Office Space.

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

The Promoter hereby represents and warrants to the Allottee(s) as follows :-

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- (i) The Promoter has absolute, clear and marketable title with respect to Said Plot and the requisite rights to carry out development upon the Said Plot 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;
- (iv) There are no order/s adversely delivered by any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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 Apartment and common areas;
- (vi) The Promoter 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 Apartment 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 Unit to the Allottee(s) 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

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of the Unit to the Allottee(s) 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, charged and taxes and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities;
- (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 property) has been received by or served upon the Promoter in respect of the Scheduled Land and/or the Said 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 Apartment 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 the Promoter under the conditions listed above, Allottee(s) is entitled to the following :

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- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction /development milestones and only thereafter the Allottee(s) be required to make the next payment without any delay payment charges; or
- (ii) The Allottee(s) 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 (less the GST component which may be refunded after the realization of the same from the substituted Allottee as per the GST Act/Rule) towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of termination notice :

Provided that where an Allottee does not intend to withdraw from the Said 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 Apartment.

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 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 a period beyond two consecutive months

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after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities (and the GST component which may be refunded after the realization of the same from the substituted Allottee as per the GST Act/Rule) and this Agreement shall there upon stand terminated.

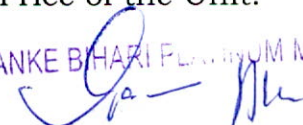
10. **CONVEYANCE OF THE SAID UNIT/OFFICE SPACE:**

The Promoter, on receipt of complete amount of the price of the Unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit 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(s) 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(s). The Allottee(s) 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 authorities.

11. **MAINTENANCE OF THE SAID COMMERCIAL BUILDING OR UNIT /OFFICE SPACE** - The Promoter 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 or till one year from the date of issue of notice by the Promoter for taking possession by the Allottee whichever is earlier. The cost of such maintenance has been included in the Total Price of the Unit.

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Partner

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession or deemed date of possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to received appropriate compensation in the manner as provided under the Act.
13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES** – The Allottee hereby agrees to purchase the Unit 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 UNIT FOR REPAIRS** : - The Promoter/Owners Association shall have right of unrestricted access of all common areas, parking spaces and limited common areas for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Owners Association/to enter into the Unit 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.

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15. **USAGE** : Use of Basement and Service Areas : The service areas, if any, as located within the Building /Said Project/Whole Project, shall be earmarked for purposes of services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as per 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 UNIT :**

Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in the good repair ad condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or 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, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and 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(s) 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 façade of the Building or anywhere on the exterior of the Said Project/Whole Project, building therein or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.

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Partner

Further the Allottee(s) 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(s) shall also not remove any wall, including the outer and load wall of the Unit. The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES** :The Allottee are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Building/Said Project/Whole Project. 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 unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the unit at his/her own cost.
18. **ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES** : The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Building/Said Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** : After the Promoter executes this Agreement he shall not mortgaged or create a charge on the Unit /Plot/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,

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such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit/Office Space.

20. **BIDING EFFECT** : Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Saraikella 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(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, Earnest Amount deposited by the Allottee shall be forfeited. However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

21. **ENTIRE AGREEMENT** : This Agreement, along with its schedules, annexure, 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 Unit, as the case may be.

M/S BANKE BIHARI PLATINUM MA
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22. **RIGHT TO AMEND :-** This Agreement may only be amended through written consent of the Parties.
23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES :** It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Building/Whole Project shall equally be applicable to and enforceable against and by any subsequent allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
24. **WAIVER NOT A LIMITATION TO ENFORCE :-**
- 24.1** The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the payment plan including waving the payment of interest for delay 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.
- 24.2** Failure on 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.
25. **SEVERABILITY :** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 the Act or

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Partner

the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Building/Said Project/Whole Project, the same shall be proportion which the carpet area plus balcony area of all the Apartments bear to the total carpet area of all the Unit in the Project.


27. **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.

28. **PLACE OF EXECUTION :**

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

29. **NOTICES :**

M/S BANKE BILWA PLATINUM MALL

Partner

That All the 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)

It shall be the duty of the Allottee and the Promoter to inform each other of any changes 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.

30. **JOINT ALLOTTEE :**


That is 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 by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

31. **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 laws of India for the time being in force.

32. **DISPUTES :**

Any disputes arising out of or touching upon or in relation to the terms of this Agreement /allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

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Partner

33. **MODIFICATION/ADDITION** :- With mutual consent of the Parties, the terms as mentioned in this agreement may be modified, Changed or added as the case may be.

SCHEDULE "A"

All that piece and parcel of the land measuring an area of around 77 Dismil (more or less) being Plot No. 420 (P), Khata No. 99, Thana No. 126, Mouza : Ashangi, Bara Gamharia, Dist. : Seraikella-Kharsawan situated at Infront of Toyota Showroom, Tata-Kandra Main Road, Gamharia, Dist. : Seraikella-Kharsawan, Jharkhand, bounded as per following :-

North :
South :
East :
West :

SCHEDULE "B"

All that Unit /Office Space No. On Floor of the building **BANKEY BIHARI PLATINUM MALL** comprise the following :-

- (i) Carpet Area of Sq.ft comprise within the unit along with roof top area, if allotted specifically and charged. However, the roof of the said unit shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it. Similarly the floor of the said unit shall be used both as the floor of the said unit as well as the roof of the unit or units below it and the Top Floor common roof and the floor of the said unit shall jointly belong to the ALLOTTEE, and the ALLOTTEES of other units of the project.
- (ii) Balcony/ies area adjoining the said unit/ office space.
- (iii) The inside part of walls and columns, if within and outside the said unit save the wall or walls separating the said unit

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Partner

from the other units on the same floor shall belong to the ALLOTTEE and the said common wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the ALLOTTEE and the ALLOTTEEs of other such unit or units.

- (iv) Area of the walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from the other unit or units on the same floor in which case 50% of such common wall shall be taken into account.
- (v) Undivided proportionate share in the common space in the said building like passage, staircase on wall floors including Mumty, Staircase landings, tube well and water pump room, electrical common meter room, care taker room common passage on each floor, Lobby on the ground floor and any other built-up space in the complex which has not been exclusively sold to any ALLOTTEE.

Bounded by :

North :

South :

East :

West :

M/S BANKE BIHARI PLATINUM MALL



Partner

SCHEDULE "C"

(Specification)

The aforesaid unit shall be constructed and finished as per following specification :-

1. Foundations/Columns/Beams/Rafts etc. will be on RCC framed structure.
2. Internal/External Walls shall be 100/250 mm thick conventional/fly ash/hollow concrete brick wall.
3. Door shall be of quality wooden frames and commercial flush shutters.
4. Windows shall be of 2 track aluminum sliding glazed panel.
5. Toilets shall have Flooring of anti skid Ceramic tiles Sanitary ware quality fittings, Standard (white)porcelain ware.
6. Interior finishing : Plaster of Paris.
7. Exterior finishing : Cement base paint over plastered walls.
8. Lift/s of adequate capacity.
9. Water Service : Water from local authority and /or deep tube well (shared facility)
10. Service Electric connection : Provision at extra costs.
11. Standby power backup (Genset) at extra cost.

M/S BANKE BIHARI LATIYUN MALI

Partner

SCHEDULE - D
(Floor Plan of the Unit/Office Space)

SCHEDULE - E
(Payment Plan by the Allottee)

That the aforesaid consideration amount being Rs./- (RupeesOnly) is payable as per installments as under :-

- | | | |
|---|-----|-------|
| 1. 15% of the total value of unit/office space at the time of agreement. | Rs. | ..... |
| 2. 10% of the total value of unit/office space on or before completion of foundation. | Rs. | ..... |
| 3. 10% of the total value of unit/office space on or before Ground floor Roof Casting. | Rs. | ..... |
| 4. 10% of the total value of unit/office space on or before 2 nd Floor Roof Casting. | Rs. | ..... |
| 5. 10% of the total value of unit/office space on or before 3 rd Floor Roof Casting. | Rs. | ..... |
| 6. 10% of the total value of unit/office space on or before 4 th Floor Roof Casting | Rs. | ..... |
| 7. 10% of the total value of unit/office space on or before 5 th Floor Roof Casting | Rs. | ..... |
| 8. 10% of the total value of unit/office space on or before 6 th Floor Roof Casting | Rs. | ..... |
| 7. 10% of the total value of unit/office space on or before Water supply and electrical pipe fitting. | Rs. | ..... |
| 7. 10% of the total value of unit/office space on or before Internal plastering of the Unit/Office space. | Rs. | ..... |
| 8. 10% of the total value of unit/office space on or before external plastering of the building. | Rs. | ..... |
| 9. 5% of the total consideration value 30 days before possession of the flat. | Rs. | ..... |

Total Rs. _____

 Partner

All payment shall be made by Allottee to Developer/Promoter through installment in favour of **BANKEY BIHARI PLATINUM MALL** Payable at Jamshedpur.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S)

- 1) _____
- 2) _____
- 3) _____

Please affix
Photograph
of Allottee No. 1
and sign

Please affix
Photograph
of Allottee No. 2
and sign

At _____ on _____ in the presence of

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

GAJANAND BHALOTIA

Through its Partner

Please affix
Photograph
and sign of
Promoter
across the

Witnesses :

- 1. Signature _____
Name _____
Address _____
Adhar No. _____
Mobile No. _____

- 2. Signature _____
Name _____
Address _____
Adhar No. _____
Mobile No. _____

M/S BANKE BIHARI PLATINUM MALL

Partner