

THIS AGREEMENT FOR SALE is made and executed on this ....day of February 2024, A.D of the Christian Era at Ranchi:

**BETWEEN**

**M.P. CONSTRUCTION** , through its Partners **1. RISHA KERKETTA**, son of Late Bigu Oraon (Kerketta) by Category S.T (Affected by the restricted provision of C.N.T Act- 1908). by occupation- Business, resident of House No.67, Hatia Station Road. Birsa Nagar. Ranchi. P.S. Jagarnathpur. District Ranchi.Jharkhand  
**(2) PRADEEP TIRKEY** S/o Birsa Tirkey, by Category S.T (Affected by the restricted provision of C.N.T Act- 1908). by occupation-Business, resident of Near Sant Luis High School, Argora Tongri Toli, P.S.-Argora, Dist.-Ranchi and Indian Citizen (hereinafter referred to as the DEVELOPER/ SELLER) which expression shall mean and include, unless, repugnant to the context or excluded by these presents, its legal representatives, executors, administrators, successors and permitted assigns of the **FIRST PART**:

1. PAN: ALMPK1428M, Aadhar No.XXXX XXXX 8983.
2. PAN: AKGP..... Aadhar No.XXXX XXXX 7541.

**AND**

..... S/o ....., grand son of .....by Category S.T (Affected by the restricted provision of C.N.T Act- 1908) , by occupation: ....., resident of ....., P.O-....., P.S-....., Dist- Ranchi, Jharkhand Indian Citizen, (hereinafter called the "**PURCHASER**"), which expression shall mean and include, unless, repugnant to the context or excluded by these presents, his/her heirs, legal representatives, executors, administrators, successors and permitted assigns of the **SECOND PART**;

PAN:....., Aadhar No. XXXX XXXX.....

*Risha Kerketta*

*Pradeep Tirkey*



WHEREAS Jatru Oraon, son of Late Bhade Oraon is the lawful landowner and is seized and possessed of and hold and otherwise well and sufficiently entitled to all that piece and parcel of land measuring area 18.17 Decimal under Khata No. 22 R.S. Plot No. 1313. Thana No.207. old Ward No.37. new Ward No. 35, Holding No. 0370001034702Z0, situated at Mauza Argora. P.S. Argora, District Ranchi. Jharkhand.

AND WHEREAS the land under Khata No. 22, R.S. Plot No.1313 Thana No.207, situated at Mauza-Argora, P.S. Argora. District Ranchi, Jharkhand is recorded in the Revisional Survey Record of Right as 'Kaymee' in the name of Jugnu Oraon, by caste Oraon.

AND WHEREAS Jatru Oraon, son of Late Bhade Oraon purchased the land in Mauza-Argora, P.S. Argora. District Ranchi under Khata No. 22 R.S. Plot No. 1313 measuring an area 18.17 Decimal land through a registered deed of sale on 02/12/2023 from Piyush Khalkho S/o Late Jerom Khalkho] resident of Vill.-Argora P.S.-Argora Dist.-Ranchi vide Book No.-1, Volume No.-1266, Page No.-313 to 424 Deed No.-10329 for the year 2023 recorded in the office of DSR Ranchi.

AND WHEREAS thereafter Jatru Oraon mutated the land in his name in the office of Argora Anchal, Ranchi vide Mutation Case N0.81/R 27 of 2022-2023 and paying rent and case regularly to the State of Jharkhand. The said land Zamabandi is running in Volume 42 at Page 88 of Register-II and rent has been paid upto the period 2022-2023 vide Rent Receipt No. 0123091501 dated 15.02.2023 and also mutated his name in the office of Ranchi Municipal Corporation. Ranchi and obtained Holding Number from Ranchi Municipal Corporation. Ranchi.

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AND WHEREAS the land Owner is in exclusive possession with absolute right, title, interest and the same is free from all encumbrances, debt, liens, charges or attachment and is in marketable and he has in good right, full power and absolute authority having perfect title to transfer the whole or part of Schedule 'A' property.

.....  
.....  
AND WHEREAS the LAND OWNERS have amalgamated his land and is interested in getting a Multistoried Residential Complex developed and constructed over Schedule "A" land and to acquire proportionate built-up area as absolute owner as consideration on conversion basis and kept their proposal with Sri Risha Kerketta, and Pradeep Tirkey Partnerr of M/s M.P. Construction and he agreed the same.

AND WHEREAS the Landowner Jatru Oraon son of Late Bhade Oraon all that piece and parcel of land under Khata No. 22. R.S. Plot No. 1313, Thana No.207, measuring area 18.17 Decimal old Ward No.37. new Ward No. 35, Holding No. 0370001034702Z0, situated at Mauza Argora. P.S. Argora District Ranchi, Jharkhand.

AND WHEREAS on demand from the Purchaser, the Developer has given to the Purchaser all the plan prepared by the Developers Architects and of such other documents as are specified under the Real executed registered Development agreement dated 02/12/2023 being Document No. 10329 / 9498 entered in BK1, Volume No. 1266 from Page No. 313 to 424 of the office of SRO-Ranchi Urban-2 in between M/s. M.P. Construction, for construction of multi-storeyed residential building on and over the landed property more fully described in

*Pradeep Tirkey*

*M.P. Construction*



Schedule-A below in the manner stated and agreed there in the name of **TIRKEY HEIGHT.**

AND WHEREAS the DEVELOPER hereinafter referred to as the proposed building to the Ranchi Municipal Corporation Ranchi and has got the Building Plan sanctioned (G + 4) vide **RMC/BP/0570/W35/2023** dated **18/11/2023** and is constructing the same.

Estate (Regulation and Development) Act 2016 (hereinafter referred to as " the said Act") and the Rules and Regulations made there under.

AND WHEREAS the Developer has accordingly started construction of the said building in accordance with the said plans.

AND WHEREAS the Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed.

AND WHEREAS the Developer has obtained the final layout plan approvals for the Project from Ranchi Municipal Corporation and undertakes that it shall not make any changes to the set layout plans except in strict compliance with Section 14 of the Act and other laws as applicable.

AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate Regulator)' Authority at Ranchi under registration JHARERA/PRO JEC17.....

AND WHEREAS the Purchaser had approached for a Flat in the aforesaid Project to the DEVELOPER and has been allotted Flat No.....in Building - ".....on.....Floor having.....Square feet Super built up area (more orless ).....Sq.ft. carpet area) along with one Car Parking Space No.....in the Basement/Ground floor as permissible under the applicable law and of prorate

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share in the common area as ("Common Areas") (hereinafter referred to as the "Plat" more particularly described in Schedule-A/1. the Floor plan and Specification is annexed hereto and marked as Schedule-B herein below.

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

AND WHEREAS the Parties hereby confirm that they are signing this Agreement with full know ledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.

AND WHEREAS 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.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller agrees to sell and the Purchaser hereby agrees to purchase the Hal and the Car parking space along with undivided proportionate share of land with all common facilities and amenities of "**TIRKEY HEIGHTS**".

The Developer shall receive and realize the price of flat from the prospective purchaser of the land constructed multistoried building in respect thereof and in accordance with the plans sanctioned by Ranchi Municipal Corporation and on other terms and conditions as therein contained .

And whereas the Land Owners have repugnance that they are absolutely seized and otherwise well and sufficiently entitled all that piece and parcel of land measuring an area of 18.17 Decimals fully and particularly described in the First Schedule .

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And whereas **THE DEVELOPER** has got the Building Plan sanctioned by the Competent Authority vide Case No. **RMC/BP/0570/W35/2023** dated **18/11/2023**, and has planned to construct multi-story building G+4 as per the approved map with parking

space and transfer the flats to be constructed over the above land to prospective purchaser with proportionate undivided share in the land at a price and cost as per terms here in below settled. The said multistoried building shall be known "**TIRKEY HEIGHTS**".

And whereas the PURCHASER/PURCHASERS has/have inspected the documents, made searches and on inspection of relevant land records and has found the same legal and veiled, and after having satisfied himself/herself as to the title and possession and also the marketability of the same, the PURCHASER has approached the DEVELOPER for an absolute sale of undivided proportionate share in the land mentioned in First Schedule and also constructed flats and along with subsequently transfer the Flat being Flat No - .....on ..... floor Building - .....having ..... sq.ft. Super built up area (more or less ..... Sq. ft. Carpet area ) on the terms and conditions more fully described below.

And whereas, the DEVELOPER on the terms and conditions mentioned below agrees to transfer to the PURCHASER Undivided proportionate share in land ..... Sq. ft. more or less out of the total land mentioned in First schedule below and shall construct and hand over possession of Flat No -..... on ..... floor Building - .....having ..... sq.ft. Super built up area (more or less ..... Sq. ft. Carpet area ) in the said building as per details given in Third schedule.

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And the cost of Flat is Rs. ..../- (Rupees  
..... Only) including parking space. ( Note Agreement  
value will be Excluding of any types of statutory taxes.

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

### WHEREAS

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

- i. Building (Second schedule) : "the BUILDING" shall mean the buildings  
being (Second Schedule) constructed at the land and more fully described  
in the Second Schedule here underwritten and known as "ASSRI  
HERITAGE CITY".
- ii. Unit: "the UNIT" shall mean flat in the building, all fittings and fixtures  
therein and/or apartment there to as is hereby agreed to be constructed by  
that Developer for and on behalf of the Purchaser and more-fully  
described in Part 1 of the Third Schedule here underwritten.
- iii. Common Parking Space : "the COMMON PARKING SPACE" shall  
mean (Parking Space) the parking provided in Semi Basement,  
Basement/Ground floor of the building.
- iv. "the COVERED AREA" : shall mean :
  - a. Covered Area of Unit: Wherever, the same, relates to the Unit, it shall  
mean : The total area of the Unit computed by adding together the  
following :

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- i. The floor area comprised of the Unit:
  - ii. Area of the walls and columns (same walls separating the unit from the adjoining units, of which, only 50% to be added) and,
  - iii. The proportionate share in the Common Areas comprised in the Building
- b. Covered Area of Building : Wherever, the same, relates to the Building it shall mean the total covered area comprised of all the Units in the Building.
- c. Undivided Share : the "UNDIVIDED SHARE" shall mean the undivided impartible and indivisible share in the land, agreed to be purchased, by the Purchaser.
- v. PROPORTIONATE SHARE "or" PROPORTIONATELY:-  
PROPORTIONATE "OR" PROPORTIONATE SHARE "or" PROPORTIONATELY" shall mean the proportionate in which the covered area of the Unit to the total covered area of the Building PROVIDED THAT where it refers to the share of the Purchaser in the rates and/or taxes amongst the common Expenses that such share of the whole be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area, rental income or user then the same shall be on the basis of area, rental income and user respectively:
- vi. Common Facilities as described in the 4th Schedule :  
"The COMMON PORTIONS" shall mean the area, facilities and amenities in the Building meant for common use by the co-owners of the building as more fully described in the Forth Schedule here under written.
- vii. Common Expenses as described in the 5th Schedule:

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"The COMMON EXPENSES" shall mean the expenses of the nature described in the fifth schedule here under written:

- viii. Co-Owners :- "the CO-OWNER" shall mean all persons who have agreed to own Units in the Building.
- ix. Sanctioned Plan : "the SANCTIONED PLANS" shall mean the Plan for construction of the Building Sanctioned by the Ranchi Municipal Corporation bearing B.C. Case No. RMC/BP/0570/W35/2023 dated 18/11/2023,
- x. COMMON PURPOSES : "the COMMON PURPOSES" shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the Common Portions and the open land at the Premises and the Building and the purpose of regulating actual rights and liabilities of the Co-Owners for the beneficial use, occupation and enjoyment by the Co-Owners have common interest relating to the premises and the building.
- xi. Flat Owner's Association : "the Association" shall mean the Association to be promoted by the Developer or the Co-owners for the Common Purposes.
- xii. Architect/the ARCHITECT/CONSULTING ENGINEER "shall mean Architect/Consulting Engineer appointed by the Developer as Architects for the building from time to time.
- xiii. Advocate: Advocate appointed by the Developer from time to time
- xiv. Development/sale Agreement : "the DEVELOPMENT AGREEMENT shall mean the Agreement made between the land owners and the Developer inter-lies in respect of the construction of the Buildings.

9/2/2024

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- xv. Date of possession : "DATE OF POSSESSION" shall mean the date as defined in Clause 8 of the operative portion of the agreement.
- xvi. Singular shall include the Plural and vice-versa.
- a. Whereas the Developer has entered into possession of the said land. The plans for construction of the buildings at the said land have been, sanctioned by the R.M.C., Ranchi.
- b. And whereas the Developer have planned to construct a Multi-Storied Buildings to be called "**TIRKEY HEIGHTS**" on the aforesaid land.
- c. The Purchaser being desirous of owning the unit, the parking space for car (if applicable) and a proportionate share in the common portions has agreed to purchase the undivided share in the land from the owner mentioned above, subject to the purchaser getting the said unit, the parking space and proportionately the common portions constructed from the Developer in terms of the Development/Sale Agreement as supplemented by these presents.
- d. The Developer has also agreed to construct the said unit, the parking space and proportionately the common portions for and on behalf of purchaser on the terms and condition here under contained.
- e. Whereas the Developer is also entering into separate agreements with several other persons regarding flats/ commercial areas and other tenements in the said buildings under construction/to be constructed by the Developer.
- f. At the request of the Developer and Purchaser the owner has agreed to join in and confirm these presents.

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

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

2. **Consideration/Construction and installments described in the (7th Scheduled):**

For the consideration mentioned in Part-I of seventh Schedule here under to be paid in installments as mentioned in Part-II of the seventh Schedule here under, the developer agrees to construct and complete and make tenable in the manner herein after mentioned the said unit, the parking space if any and the common portions. The said consideration includes the costs of construction and completion of the unit, the parking space and the common portions and cost of proportionate share in undivided land.

3. **Developer to complete the said unit by 6th Schedule :** The Developer shall construct and complete and make tenantable/ habitable the said unit, the parking space and common portion in the manner with the amenities and provisions as mentioned in the sixth Schedule here to by 18 months

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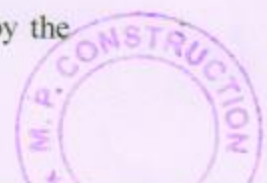


from the date of this agreement with grace period of two months with good quality materials and good standard workmanship, subject always to various flat buyers making timely payments. If delay/days lost due to forced majeure/reasons caused by non-availability of essential items for construction, loss of working days due to bandh lockouts etc , change of policy by the Government and Local Authorities and other causes beyond the control of the developer occurs in that case, the time so lost shall further be added to the period mentioned above besides the grace period at 6 months. No claim by way of damages, compensation shall be against the builder in case of delay and handing over the possession on account of the said reasons or any other reasons beyond the control of the Builder/Developer.

- 3.1 The Unit shall be completed and handed over to purchaser on or before.....
4. **In addition to the said consideration, the purchaser shall also pay to the Developer the following :**
- a. Charges for providing any work in or relating to the unit at the request of the purchaser and for providing any necessary facility or utility in the said unit, common portions and/or portions in the said Premises in excess of those mentioned in the Sixth Schedule hereto Provided that if any work or provisions be for the purchaser of common nature with some or all of the other co-owners the Purchaser and such of the co-owners shall share the charges therefore proportionately & the Purchaser shall be liable to pay only his proportionate share thereof.
- b. For all betterment fees. Charged :- All betterment fees and similar levies and **CGST/SGST Under GST** , if any, charged or to be charged by the

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Government or Municipality by the Government relating to the Building or any part thereof proportionately.

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

**5.1 Interest (8) 1% per month on overdue amount:-** In case of delay in payment of cost price of flat by the purchaser of any amount herein the purchaser shall be without prejudice to the other right of the developer, is also liable to pay to the Developer interest @ 1% per month on such amount due :

**6 Developer entitled to possess till transfer completes :-**

Until possession of the said unit be not delivered to the purchaser, the Developer shall be entitled to possess and enter upon the said unit for the purpose of development thereof and the premises in terms of this agreement.

**6.1 Purchaser :-** Upon delivery of possession of the said unit, allow to the purchaser the purchaser shall exclusively be entitled to use and possess only the said unit and may use the front setback as parking space.

**6.2 Entitlement:-** Upon completion & delivery of possession the Purchaser shall have such rights and interest in the building and the said premises as be deemed necessary and shall be entitled to the said unit and the parking space and for the use and enjoyment thereof (wholly & Exclusively) and of the use and enjoyment of the common portions in Common with the co-owners. In no case, the purchaser will have any claim or right on the roof and/or terrace of the Building and/ or other open and/or covered spaces in

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the premises and/or the Building which are not expressly stated to belong to the purchaser and/or the co-owners. The Purchaser shall not in any manner obstruct the Developer in carrying out any work in any portion of the said premises and/or the Building so long as the Purchaser's said rights over the unit, the parking space & the common portion be not unreasonably affected.

7. **Unit at the risk of the purchaser:** After taking possession of the unit, the same shall be at the risk of the purchaser.
8. **Purchaser to be deemed to have taken possession of the said Unit on 15th day of service of notice of completion thereof :** The purchaser shall take and/or be deemed to have taken possession of the said unit and the parking space on the 15th day of service of notice of completion thereof by the Developer and such 15th day of service shall for the purposes herein be deemed to be "the Date of Possession" irrespective of when the purchaser takes actual physical possession of the said unit.
- 8.1 **Purchaser to take possession after fulfilling all his covenants or before the date of possession :** The Purchaser shall take possession of the said unit on or before the Date of Possession after fulfilling all his covenants and until such fulfillment the Developer shall not become liable to deliver such possession. This will be without prejudice to the purchaser's other obligations and the Developer's other rights here under. It is also agreed and clarified that the Developer shall have the option not to give possession of the said unit until and unless conveyance of the said Undivided share be executed and registered by the Owner/Developer in favor of purchaser in pursuance of the Agreement.

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9. **After possession purchaser shall not raise any objection for construction :-** As after the Date of possession, the purchaser shall not raise any objection or make any claim of any nature whatsoever regarding construction of the said Unit and construction of additional floor in the said building if permitted by the RMC. The said unit shall for all purposes be deemed to be completed.
10. **BEFORE THE DATE OF POSSESSION THE PURCHASER SHALL PAY THE FOLLOWING AMOUNT:-**
- a. Pay to the Developer all amounts becoming due and the Developer payable to the Developer.
  - b. Pay to and/or deposit with the Developer the amounts and for the purposes and on the condition as mentioned in parts 4th & 5th of the 7th schedule here under and escalation charges, if applicable.
  - c. Pay to the Developer the sales tax in respect of the works and supplies as per the laws, if applicable.
  - d. Execute the papers and documents required by the Developer including those mentioned in the Eighth Schedule here under.
11. **As from and after the Date of possession the purchaser covenants as follows :**
- a. To co-operate with the Developer in the formation of the association and works relating to common purpose. The Society/ Association will be formed by the Co-owners.
  - b. To observe the rules framed from time to time by the Developer & upon its formation by the Association for quiet and peaceful enjoyment of the Building and the said premises as a decent commercial complex of reputed, respectable and well placed persons.

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- c. To allow the developer and its workman 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 deposits the amounts reasonably fixed by the developer from time to time towards the Purchaser's liability for the taxes and other outgoing.
- f. To pay for Electricity and other Utilities consumed in or relating to said unit.
- g. To use the said unit only for the purpose for which it is intended. It being clarified that the Buildings are 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.
- i. Not to change the outer elevation of the Building :-
- j. Not to ever demolish or cause to be demolished any part of the said buildings nor shall at any time make or cause to be made any new construction whatsoever nature in the said Building.
- k. Not to make any addition or alteration to the said flat without the previous consent in writing of the Developer or Society/ Association of co-owners when formed.

**12.1 Purchaser to pay and deposit when asked for:-**

The payments and deposits shall be made by the purchaser as mentioned in schedule-Seventh and also in part 3 & 5 of schedule Seventh from time to time and within 7 days of the purchaser getting the bill for the same in the said unit at the above address of the Purchaser:

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**12.2 Until association formation developer to maintain building and purchaser to pay maintenance charges:-** Until formation of the Association as mentioned in clause 11a herein the Developer shall manage and maintain the Building & the said premises and/or do all works relating to common purposes and the purchaser shall pay to the Developer a fixed amount calculated at the rate as be advised by the Architects subject to the minimum estimated amounts as mentioned in part-III of the Seventh Schedule here to without holding the Developer liable for any accounts or explanation of its expenses.

**12.3 Purchaser to deposits for taxes :-** The deposit for the Municipal rates and taxes in pursuance of clause 11(f) herein above shall be as per the advice of the Architect keeping in view the laws as be then prevailing subject to a minimum amount mentioned in Part-III of the Seventh Schedule here under written in the case where the said unit be used by the Purchaser for his own use and shall otherwise be subject to a minimum of the monthly letting out value thereof as estimated by the Developer and upon its formation by the Association.

**13. Utilization of amount to be deposited on aforesaid :-** All amounts to be deposited by the purchaser in pursuance hereof shall be utilized only for the purpose for which the same are made subject however to the other provisions hereof.

**14. Developer/Purchaser to form association for maintenance, co-owners to make share holder proportionately :-** As soon as possible after completion of the Buildings in all respect the purchasers shall form the Association for maintenance & management & for other Common

BY  
M.P. Construction

Signature



purposes and the Co-owners (including the purchaser) shall be made the proportionate share holders thereof.

- 14.1 Purchaser to Proportionate costs of formation and the expenses of the Association :-** Purchaser shall bear the Proportionate costs of formation and the expenses of the Association.
- 14.2 All costs for transfer of unit to be borne by the Purchaser :-** All stamp duty, registration charges and incidental expenses for and/or relating to all documents as envisaged hereunder shall be borne and paid by the purchaser, and such payments as be estimated by the Developer shall be made by the Purchaser to the Developer within 7 days of the same being demanded by the Developer.
- 15. Purchaser's default:-** In case the purchaser commits default in fulfilling and observing its covenants herein contained and within the respective period as specified herein hereinafter then and in such event, the purchaser shall be either entitled for return with 10 % deduction of the deposited amount, after's the deduction of amount the present agreement shall stand terminated and the purchaser shall no any rights and claims of the said premises or building or against the Developer, the association and/ or the Unit, the Parking space and the Undivided share.
- 16. Upon forfeiture purchaser to hand over vacant possession :-**Immediately upon termination or forfeiture of the right and interest of the Purchaser as mentioned in Clause 15 here in above mentioned, the purchaser shall hand over vacant possession to the Developer of the said unit, the Parking Space and all other parts of the Building and the said premises in his possession by virtue hereof and the purchaser shall until such delivery of possession pay to the Developer profits and/ or damages to be calculated

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at the market letting out value of the said unit and in case the said unit be in occupation of any tenant or other occupant then become liable to pay to the Developer the rent, license fees and all other amounts whatsoever becoming payable by him in respect of the said Unit and Purchaser shall not claim, demand or receive any such payment or obstruct the Developer in collecting the same.

17. **Developer may with hold utilities :-** Without prejudice to the aforesaid the Developer and after possession, the association shall also be entitled to with-hold all utilities and facilities to the purchaser and/or the said Unit including electricity and water supplies and/or other services until the time the purchaser continues in default.
18. **Developer's right to raise further storeves :-** Not withstanding anything to the contrary elsewhere herein contained, the roof and/or terrace of the Building shall always be the property' of the Developer and the purchaser shall have no right of any nature therein. However it is agreed That there shall be further additions to the stories in the building.
19. **Purchaser has no right over the roof :-** The purchaser shall have no right over the roof and parapet of building. The roof right shall be with the Developer only.
20. **Jurisdiction :-** Only courts having original Jurisdiction over the premises shall have the jurisdiction in all matters relating to or arising out of this agreement.
21. **Notices :-** All notice to be served hereunder by either of the parties to the other or others shall be deemed to have been served on the 7th day of the date the same has been delivered for dispatch to the postal authorities by

5/10/2018  
M.P. Construction

M.P. Construction



registered post with acknowledgement due at the last known address of the addresses party hereto.

**Note :-** Any types of statutory Tax will be paid by the purchaser in respect of the said property.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(the said land)**

All that piece and parcel of land measuring area 18.17 Decimal under Khata No. 22 R.S. Plot No. 1313. Thana No. 207. old Ward No. 37. New Ward No. 35, Holding No. 0370001034702Z0, situated at Mauza-Argora. P.S.-Argora, District Ranchi. Jharkhand under the jurisdiction of District Sub Registrar office, Ranchi and bounded as follows.

Boundary of the Land

North :- 15 Feet wide Proposed Road

South :- Survey Plot no . 1312

East:- Survey Plot no . 1313/ part

West:- Village Road

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

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(the Building)**

ALL THAT the Building being constructed at a portion of the said land and which consists Semi Basement and Sixth upper floors and the staircase Room and water tanks and other constructions on the roof of the sixth floor being Annexure - "A' hereto.

**THE THIRD SCHEDULE ABOVE REFERRED**



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**(the Unit, Proposed to be purchased by the Purchaser)**

ALL THAT the Flat bearing Flat No. .... on ..... Floor Building -.....  
having ..... Sq.ft. Super built up area (more or less ..... Sq. ft. Carpet area )  
Along with undivided Proportionate Share of Land shown in the Plan being  
Annexure - "B" and a parking space on the Basement/Semi Basement/ Ground  
floor Proportionate share in the land :- Undivided proportionate share in land i.e  
sq.ft. more or less.

North -

South -

East -

West-

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(the Common facilities)**

1. Common paths, passages, driveways and main entrance to the Premises and the building.
2. Common Boundary Walls and main gates.
3. Drainage and sewerage and all pipes and other installation for the same (except only those as per installed within the exclusive area of any unit and/or exclusively for its use.)
4. Low tension and/or high tension electrical installation and its room (if any) transformer (if any) electrical substation (if any) and all electrical wirings and other fittings (excluding only those as per installed within the exclusive area of any unit and/or exclusively for its use):
5. Staircase, staircase landing and/or mid landings on all floors in the Building.
6. Lobbies on all floors.

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7. Deep tube well and its installations, if any.
8. Water pump, Water Tank, Septic Tank, Soak pit, Ducts and all common plumbing installations for carriage of water (save only those as are exclusively within and for exclusive use of any Units).
9. Such other common parts, area, equipment's installations, fittings, fixtures and spaces in or about the premises and the Building as are necessary for passage to and/or user of the Units in common by co-owners BUT EXPRESSLY EXCLUDING the roof and/or ten-ace and the parapet walls of the Building and covered areas of units of other co-owners.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Common Expenses)**

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, maintaining, redecorating, reconstructing and/or lighting the common portion 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 Buildings.
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)

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- (d) Other common installations.
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).
  11. All other expenses, taxes, rates and other levies etc. as are necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portion.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(Particulars of construction)**

FOUNDATION :	R.C.C. column and pedestal, with ant termite treatment both in foundation and Plinth in addition to protection for earth quake
STRUCTURE :	R.C.C. Column/Beams/Slabs.
WALLS :	8710" thick external and 573" thick internal partition brick masonry.
WALL FINISH :	External will have Rustic Texture Internal wall will have plaster of Paris/Putty
FLOORS:	Drawing Hall 2'x2' Vitrified Tiles, Bed Rooms 2'x 2' joint free glazed Tiles
DOORS:	Commercial Ply with wooden door frame.
WINDOWS :	Aluminum windows.

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WATER ARRANGMENT :	Connection with one deep tube well with overhead tank and connected by electric pump
TOILETS :	Flooring with 1 x 1' non skit Vitrified Tile and dado in plain ceramic tiles in mosaic in . Grey cement up to 5'-0" height. Pipes for hot and cold water provided in toilets (geyser will not be provided.)
SANITARY FITTINGS :	All CP. or brass fittings of standard make white glazed vitreous sanitary ware, cistern of white acrylic fiber glass
KITCHEN :	Green/Black Granite stone working platform with ceramic tiles dado up to 24" height. Flooring 2'x2' non skit Vitrified Tiles.
ELECTRICAL :	Concealed conduct copper wiring with standard fittings and fixtures. (Tube light, fans and other fixtures not provided).
LIFT :	Lift of standard company.
GENERATOR:	Sound proof Generator of adequate capacity.
PARKING SPACE:	Cement Tiles.

(Note :- The Purchaser shall have the right to change the specification of floors provided that the difference in cost is borne by the purchaser

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**PART-1**

**(Consideration)**

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

1. Cost of construction of Unit, is Rs. ....- (Rupees  
.....Only) excluding GST.



2. Total cost of Flat and land is Rs. ....(Rupees  
 .....Only) Out of which the Purchaser has paid  
 Rs..... (Rupees .....Only) as an Advance.

**Part-ii**

(Installment of Payment)

The total consideration amount is to be paid to the DEVELOPER as below :-

Sl.No.	PAYMENT SCHEDULE	Percentage (%)	Amount (in Rs.)
1.	At the time of Agreement	15%	
2.	At the time of Foundation work	10%	
3.	At the time of Ground Floor roof casting	10%	
4.	At the time of First Floor roof casting	10%	
5.	At the time of Second floor roof casting	10%	
6.	At the time of Third Floor roof casting	10%	
7.	At the time of Fourth Floor roof casting	10%	
8.	At the time of Fifth Floor casting	10%	
9.	At the time of Sixth Floor casting	10%	
10.	At the time of possession	05%	

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### PART- III

#### (Maintenance Charges & Taxes)

1. The maintenance charges payable in pursuance of clause 12.2 of the operative provision of this agreement will be @ Rs. 0.50 per Sq.ft. per month of the total covered area comprised in the unit.
2. The deposit for taxes as mentioned in clause 12.3 of the operative provisions of the agreement will be Rs.....(as applicable) per month in respect of the unit being used and occupied by the purchaser and in respect of the unit let out the same shall be 40% of the Monthly rent.

### PART- IV

(Particulars of items for which Deposits shall be made by the Purchaser at or before the Date of Possession)

(For Electric 1. For security deposit for electric connection connection the said unit and cost shall be . paid by the Purchaser on actual basic on or before taking possession of the shop

(For formation 2. For formation and subscription of the & & subscription Subscription Association Rs. 500/- (Rs. Five for association) hundred only), (for common expenses) 3. For 6 months estimated common expenses

### PART-V

Purchaser to Further payments to be made by the purchaser at or before date of possession of the said unit

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(For stamp duty):-

1. The purchaser shall also pay and/or deposits with the Developer the estimated stamp duty and registration charges of all documents in pursuance of this agreement
2. All amount till date of possession becoming and other amount due payable by the purchaser under the provisions of this agreement.
3. GST @ 5% will be charge extra or the Rate of GST PrewaUIng at the time of making payment will be applicable .

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

**WITNESSES :**

1.

**PURCHASER**

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2.

**DEVELOPER**

*[Handwritten signature]*

