

This Sale Deed executed on this _____th day of _____, 2_____.

By and Between

M/s Abhishek Singh Rathaur Construction Private Limited, (CIN U45201JH2015PTC002698), (PAN NO. AANCA3647F), a Company having its principal place of business at 201, Guru Akansha Apartment, Jai Prakash Nagar, Bariatu, Ranchi, Jharkhand – 834009 through its Director Sri Abhishek, (Aadhar no. 7463 4164 9381) (PAN AIPPA1808D) Son of Anil Kumar Sinha, aged about 39 Years, residing at 201, Guru Akansha Apartment, Jai Prakash Nagar, Bariatu, District Ranchi, Jharkhand, Hereinafter called the “**Builder/Developer**” (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).

Mr. S/o, Aged about Years, Aadhar No., Pan No., Resident of hereinafter both are called the “**Allottee**” (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 Developer and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

A. Sri S/o, permanent resident of hereinafter called as **Landowner No. 1**, Sri , S/o, Permanent resident of, hereinafter called as **Landowner No. 2**, **AND** Sri , S/o, Permanent resident of, hereinafter called as **Landowner No. 3**, are the absolute Joint owner of land measuring an area of acres/(..... decimal) equivalent to more or

less sq ft. in R.S. Plot No. under khata no. and R.S., all situated at The **LANDOWNERS** and the **DEVELOPER** have entered into joint development agreement vide Registered Deed No. dated registered in the office of the District Sub Registrar, Ranchi and entered in Book No - BK ..., Vol., Pages to for the Year

- B. The aforesaid Land is earmarked for the purpose of building a multistoried residential Apartment consisting of Floors and the said project shall be known as 'SHRI RAM RESIDENCY' ("**Project**")
- C. 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.
- D. The Ranchi Regional Development Authority, Ranchi has granted the commencement certificate to develop the Project *and the Building Plan has already been approved vide B.C. Case No. dated*
- E. The Developer has obtained the final layout plan approvals for the Project from Ranchi Regional Development Authority, Ranchi. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate Regulation and Development Act, 2016 and other laws as applicable.
- F. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Ranchi on Under registration No.
- G. According to RERA Registration this agreement will be executed and project will be handed over to customer until dated subject to force majeure.
- H. The Allottee had applied for an apartment being **Flat No.** on theth Floor in the Project "Shri Ram Residency" has been allotted apartment being **Flat No.** measuring Super Built-Up Area **Sq.ft** on theth **Floor** in the Project

“Shri Ram Residency” along with One Parking in the Ground Floor/Basement/Open space, 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** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**.

- I. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- 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 Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Flat/Apartment and the parking (if applicable) as specified in para H.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para H;

1.2 The Total Price for the Apartment based on the RERA Carpet Area is **Rs.**
...../-(Rupees Only)

A	Flat No.		
B	Type BHK		
C	Floor th Floor		
		Sq. Feet	Rate Rs. per Sq. Ft.	Amount (Rs)
D	AREA			
i.	Carpet Area As Per RERA 2016 Sq. Ft/-/-
ii.	Super Built Up Area Sq. Ft/-	
E.	Additional Charges			
i.	Common Areas Cost		Nil	0
ii.	Preferential Location Charges		Nil	0
iii.	1 Car Parking	INCLUDED IN THE ABOVE PRICE	Nil	0
			Sub Total/-
Iv	GST at Applicable Rates, currently @5% or 1%		/-
			Total/-

			Price	
	Total	Price	in	Words : <u>Rupees</u>
	<u>..... Only</u>			

Explanation:

(i) The Total Price above includes the part booking amount of Rs./- (Rupees Only) paid by the allottee to the Developer towards the Flat/Apartment;

(ii) The Total Price above includes applicable GST Tax which is currently at the rate 5% or 1% (consisting of tax paid or payable by the Developer/Landowner by way of Goods and Service Tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/Landowner) up to the date of handing over the possession of the Flat/Apartment:

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

(iii) The 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 Developer 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 and the same will be paid by allottee to the Developer;

(iv) The Total Price of Flat/Apartment includes: 1) *pro rata* share in the Common Areas; and 2) 1 parking as provided in the Agreement AND 3) Access to use all amenities as provided in the brochure filed with RERA subject to payment of maintenance charges of the club and other facilities.

- 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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the 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) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 It is agreed that the 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 Developer 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.
- 1.6 The 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 Developer. If there is any reduction in the carpet area within the defined limit then 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 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.

1.7 Subject to Clause 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Flat/Apartment/ as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Flat/Apartment after execution of sale deed in his favour;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Area 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 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/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 firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.8 It is made clear by the Developer and the Allottee agrees that the Flat/Apartment along with 1 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 Allottees of the Project.

1.9 It is understood by the Allottee that all other areas and facilities falling outside the Project namely "Shri Ram Residency" shall not form a part of the declaration to be filed with Competent Authority to be filed in accordance with the Laws.

1.10 The Developer agrees to pay all outgoings 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 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 Developer 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 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.

1.11 The Allottee has paid a sum of Rs./- (Rs. Only) being part payment of booking amount (being 10% of the total cost of the flat) towards the Total Price of the Flat/Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat/Apartment as prescribed in the Payment Plan as may be demanded by the Developer 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 Jharkhand Real Estate (Regulations and Development) Rules 2017.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, 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 'Abhishek Singh Rathaur Construction Private Limited' 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 Developer with such permission, approvals which would enable the Developer 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 Developer accepts no responsibility in this regard. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the 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 Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Flat/Apartment to 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 Developer as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Flat/Apartment 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 Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer 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 Ranchi Regional Development Authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Flat/Apartment: The Developer agrees and understands that timely delivery of possession of the Flat/Apartment is the

essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat in Shri Ram Residency, 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 Developer shall be entitled to the extension of time for delivery of possession of the Flat/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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer 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 Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Developer, upon obtaining the occupancy certificate from the competent authority or such other certificate by whatever name called issued by the competent authority, shall offer in writing the possession of the Flat/Apartment, 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 Developer shall give possession of the Flat/Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer /association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within **1 Month** of receiving the occupancy certificate of the Project.

7.3 **Failure of Allottee to take Possession of Flat/Apartment:** Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Flat/Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this

Agreement, and the Developer shall give possession of the Flat/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 Flat/Apartment to the Allottees, it shall be the responsibility of the Developer 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 Developer, the Developer herein is entitled to forfeit the booking amount (being 10% total cost of the flat) paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 45 days of such cancellation.

7.6 **Compensation -**

The 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.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Flat/Apartment (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 Developer 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/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 Developer 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/Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

- (i) The Landowner/ Developer has absolute, clear and marketable title with respect to the said Land; the DEVELOPER has 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 Developer 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 litigations pending before any Court of law with respect to the said Land, Project or the Flat/Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer 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/Apartment and common areas;
- (vi) The 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 Developer 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/Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat/Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat/Apartment 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 Developer 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;
- (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 Developer 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 Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Flat/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 Builder'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 there under.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer 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 Developer 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 Developer, interest at the rate specified in Jharkhand Real Estate (Regulations and Development) Rules 2017, for every month of delay till the handing over of the possession of the Flat/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 **any demand** made by the Developer as per the Payment Plan annexed hereto, despite having issued notice in that regard, the allottee shall be liable to pay interest to the Developer on the unpaid amount at the **rate of 8 %** per annum.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond **2 consecutive months** after notice from the

Developer in this regard, the Developer shall cancel the allotment of the Flat/Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount (being 10% of total cost of the flat) and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of complete amount of the Price of the Flat/Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/Apartment 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 Developer 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 Developer 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 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/Apartment.

After transfer of the management of the said complex to the Allottes Association/s or here after stated the Allottee agrees and undertakes to pay to the Developer regularly and punctually whether demanded or not all times his proportionate share of maintenance charge, municipal rates and taxes on the basis of the municipal assessment and or all the outgoing calculated either on actual or in case the actual amount is not available on such reasonable estimated amount in respect of the said unit including all rates, taxes, dues, duties imposition, outgoing, burden, water charges,

insurance premium, common lights charges, repairs, salaries of employees (bill collector, chowkidar, sweeper, etc.) and all other expenses of an incidental to the management and maintenance of the said complex as may be determined or fixed by the Developer. The Allottee agrees and undertakes to pay to Developer the aforesaid proportionate share as may be fixed or determined by the Developer every month regularly and punctually on or before the 7th day of month for which the same are due and payable and shall not withhold the same for any reason whatsoever.

12. PROPOSED SPECIFICATION OF THE RESIDENTIALS FLATS/DWELLING UNITS IS UNDER

- (i) Structure – Structure designed following relevant IS codes;
 - (ii) Building Envelope-Iconic towers meticulously designed and externally painted
With texture/acrylic emulsion paint.
- **LIVING/DINING ROOM:**
 - Flooring – Vitrified Tiles
 - Wall - Putty over plaster
 - Ceiling - Putty over plaster
 - Doors - Wooden frame with laminated flush door
 - Hardware & Fittings – Branded locks and hardware fittings.
 - Windows – Aluminium powder coated Windows with glass panes
 - Electrical – Modular Switches of Havells/Great White/North-west or equivalent make with copper Wiring.

 - **BEDROOM;**
 - Flooring - Vitrified Tiles
 - Wall - Putty over plaster
 - Ceiling - Putty over plaster
 - Doors - Wooden Frame with Commercial Flush Door with primer coat
 - Hardware & Fittings – Branded locks and hardware fittings.
 - Windows - Aluminium powder coated Windows with glass panes .
 - Electrical – Modular Switches of Havells/Great White/North-west or equivalent make with copper Wiring.
 - Air Condition – Provision for Split AC Points in all Bedrooms & Living

Dining(Only Electrical Points)

- **OPEN TERRACE**

- Flooring - Matt finish Ceramic Tiles
- Wall - Exterior paint
- Door – Aluminium powder coated Door with glass panes
- M.S.Railing

- **BALCONY ;**

- Flooring – Vitrified Tiles
- Wall - Exterior paint
- Ceiling – Exterior paint
- Door –Aluminium powder coated Door with glass panes M.S.Railing

- **KITCHEN ;**

- Flooring – Vitrified Tiles
- Wall – Ceramic Tiles dadoup to 2 Feet height above the counter Putty finish on rest of the wall
- Ceiling - Putty over plaster
- Doors - Wooden frame with Commercial flush door
- Hardware & Fittings – Branded locks and hardware fittings
- Windows – Aluminium powder coated Windows with glass panes and provision for exhaust fan
- Counter – Granite Slab
- Plumbing - Stainless Steel Sink
- Electrical – Modular Switches of Havells/Great White/North-west or equivalent make with copper Wiring.

- **TOILETS;**

- Flooring - Anti-skid Ceramic Tiles
- Wall – Ceramic Tiles up to lintel height
- Ceiling - Putty over plaster
- Doors - Wooden frame with Commercial flush.
- Hardware & Fittings – Branded locks and hardware fittings
- Windows – Aluminium powder coated Windows with glass panes and

provision for exhaust fan

- Sanitary Ware - Hindware/Jaquar or Equivalent make
- C P Fittings – Jaguar/ Hindware or Equivalent make

- **GROUND FLOOR LOBBY ;**

- Flooring - Combination of large size vitrified Tiles & Granite as per design
- Wall - Combination of Premium Ceramic Tiles, Paint & wall paneling as per design
- Ceiling – Partial False Ceiling with Light fixtures

- **TYPICAL FLOOR LOBBY;**

- Flooring – Vitrified Tiles
- Wall- Combination of Tiles & paint
- Ceiling - Putty over plaster
- Lifts ; - Otis/Schindler /Kone or Equivalent make

- **24X7 SECURITY AND FIRE PREVENTION;**

Fire detection & protection system as per recommendation of fire & Emergency Services & latest National Building Code; Limited power back up to run Lights, Fans & Refrigerator only; Power Backup for Common Areas & Utilities; Intercom facility; 24X7 round the clock security; surveillance facility with CCTV on ground floor common areas

- **GREEN INITIATIVES ;**

Rainwater harvesting; Sewage treatment plant; Ample green space with use of Native plants in the landscape Recycled water for gardening; Dual Flushing & dual plumbing system; Low VOC paints, Use of LED lights in common areas; Use of Renewable energy

- **HEALTH & SAFETY;**

24 hour treated water supply through Water Treatment Plant; Waterproofing wherever necessary; Automatic changeover system for DGs; Sufficient project illumination through compound & street lighting inside the complex.

13. 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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer'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.

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

The Allottee hereby agrees to purchase the Flat/Apartment 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.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Developer / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, 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/Apartment 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.

16. USAGE

Use of Basement and Service Areas:

The basement(s) and service areas, if any, as located within the “Shri Ram Residency” 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.

- 17. 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/Apartment 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 Flat/Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium 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/Apartment and keep the Flat/Apartment, 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 or combustible goods in the Flat/Apartment 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 Flat/Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Flat/Apartment 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/Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat/Apartment/ at his/ her own cost.

19. ADDITIONAL CONSTRUCTIONS

The 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.

20. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the [Apartment/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, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat/Apartment.

21. THE JHARKHAND APARTMENT ACT 2011

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment Act, 2011. The Developer is showing compliance of various laws/regulations as applicable in Ranchi, Jharkhand.

22. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 Developer. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer 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 Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. 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 apartment/plot/building, as the case may be.

24. RIGHT TO AMEND

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

25. 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/Apartment, in case of a transfer, as the said obligations go along with the Flat/Apartment for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE

26.1 The Developer 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

26.2 Failure on the part of the Developer 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.

27. 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 there under 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.

28. METHOD OF CALCULATION OF 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 Super Built-Up Area of the Flat/Apartment bears to the total Super Built-Up Area of all the Flat/Apartments in the Project.

29. 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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer’s Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Ranchi after the Agreement is duly executed by the Allottee and the Developer 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.

31. NOTICES

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

.....
.....
.....
.....

Abhishek Singh Rathaur
Construction Private Limited

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

32. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Developer 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.

33. 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.

34. 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

SCHEDULE 'A' - Flat No. (Flat Type "...") (Block .../Tower) on the ...th Floor of "Shri Ram Residency" along with Sq.ft of undivided proportionate share in Land and one Car Parking Space in Shri Ram Residency Standing on land measuring an area of decimal under Khata No., R.S. Plot No. situated at, District-Ranchi, Jharkhand.

The flat no. (Flat Type "...")(Block .../Tower) is bounded and butted (Chauhaddi) as :

East :

West :

North :

South :

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:

Please affix
photograph
and sign

Please affix
photograph
and sign

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer/Builder

(1) _____

(Authorized

Signatory)

WITNESSES: _____

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Please affix
photograph
and sign