

**ANNEXURE-G**  
**(See sub rule(1) of rule9)**  
**AGREEMENT FOR SALE**

\*\*\*\*\*

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and executed at Ranchi on this the  
..... day of ....., 2025,A. D. ;

**BY AND BETWEEN**

M/S **PANCHWATI BUILDERS**, a unit of M/s Panchwati Promoters Pvt. Ltd., a company registered under the companies Act 1956, having its registered office at 401 "A", 4th Floor, Panchwati Plaza, Kutchery Road, Ranchi – 834001, through its Director Sri Ravi Kumar Sarawgi S/o Sri G.R.Sarawgi, resident of Lake Avenue, Kanke Road, P.S. Gonda Town, District Ranchi (hereinafter called the "**VENDOR cum DEVELOPER**")/ "**BUILDER**" / "**PROMOTER**") (Which expression shall unless repugnant to the subject or context or especially excluded by, be always deemed to be included its executors, administrators, legal representatives, successors in interest and permitted assigns) of the **FIRST PART**;

**PANCHWATI BUILDERS**  
A unit of: Panchwati Promoters Pvt. Ltd.



Director

AND

[If the Allottee is a company]

.....XXXXXXXXXX..... incorporate  
 .....XXX.....CIN No .....XXXXXXXXXX.....a company  
 under the provisions of the Companies Act, 2013, [Central Act  
 18 of 2013)as the case may be], having its registered office  
 at.....XXXXXXXXXX.....XXXXXXXXXXXXXXXXX.....  
 PAN .....XXXXXXXXXX....., represented by its authorized  
 signatory, .....XXXXXXXXXXXXXXXXXXXX.....Adhar no.  
 .....XXXXXXXXXXXXXXXXXXXX..... dulyauthorized vide board  
 resolution.....XXXXXXXXX.....XXXX.....  
 date ..... hereinafter referred to as the "Allottee" (which  
 expression shall unless repugnant to the context or meaning  
 thereof be deemed to mean and include its successor-in-  
 interest, executors, administrators and permitted assignees)

[OR]

[If the Allottee is a Partnership]

.....XXXXXXXXXX....., a partnership firm registered under  
 the Indian Partnership Act 1932, having its principal place of  
 business at .....XXXXXXXXXX.....  
 (PAN.....XXXXXX.....) represented by its authorized  
 partner, .....XXXXX..... (Adhar no.....) referred to as  
 authorized vide .....XXXXXXXXX....., hereinafter the  
 "Allottee" (Which expression shall unless repugnant to the  
 context or meaning thereof be deemed to mean and include its  
 successors-in-interest, executors, administrators and  
 permitted assignees, including those of the respective  
 partners).

[OR]

**PANCHWATI BUILDERS**  
 A unit of: Panchwati Promoters Pvt. Ltd.

*Pavi*  
 Director

[If the Allottee is an Individual]

Mr./Ms .....xxxxxxxxx..... (Adhar no .....xxxxxxxx..) son/daughter of aged ..... residing at .....xxxxxxxx..... (PAN .....xxxxxxxx.....) hereinafter 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).

[OR]

[If the Allottee is a HUF]

Mr. ....xxxxxxxxxxxxx..... (Adhar No. ....xxxxxxxx.....) son of ..... aged about .....xxxxxx..... for self and as the Karta of the Hindu Joint Mitakshara Family known as .....xxxxxxxx..... at HUF, having its place of business/residence .....xxxxxx..... (PAN .....xxxxxx.....), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The expressions the "DEVELOPER"/ "BUILDER"/ "PROMOTER"/ "VENDOR" and the "PURCHASER....." / "ALLOTTEE....." shall unless contrary to the context or meaning thereof mean, and include their respective heirs, successors, legal representatives, executors, administrators and assigns, as the case may be.

The term SINGULAR number shall include Plural and vice-versa.

PANCHWATI BUILDERS  
A unit of Panchwati Promoters Pvt. Ltd.



Director

The term MASCULINE gender shall include feminine and neuter gender and vice-versa.

**WHEREAS:**

A.The Promoters is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per locak laws] .....xxxxxxx..... totally admeasuring ..xxxxxxx..... square meters situated at .....xxxxxxx.....in Tehsil & District. ....xxxxxxx...("Said Land") vide sale deed(s) .....xxxxxxx..... registered as documents no. ....xxxxxxx..... at the office of the dated .....xxxxxxx..... Sub-Registrar;

[OR]

**WHEREAS** the LAND OWNERS

(1) **SRI ADITYA MASKARA** S/o Sri Prem Kumar Maskara, Residing at 909, Panchwati Residency, Kanke Road, P.S.Gonda, District – Ranchi

(2) **SMT. MEGHA MASKARA** W/o Sri Aditya Maskara, Residing at 909, Panchwati Residency, Kanke Road, P.S.Gonda, District – Ranchi

owns and is seized, held and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land hereditament and premises having permanent heritable and transferable chhaparbandi rights, containing by total admeasurements 100 Decimal of Land or thereabouts at Revisional Survey Plot No. 840 under Khata No. 8, situated at Village Bariatu, Police Station - Bariatu, Revenue Thana No. 193, District Ranchi in the State of Jharkhand, corresponding to Holding No. 0080008185000Z0 under Ward No. 8, New Ward No.9 of the Ranchi Municipal Corporation, Ranchi, fortified by boundary wall and all structures standing thereon and more particularly described in the "SCHEDULE OF PROPERTY-A" hereunder written; AND

**B.** The Said Land is earmarked for the purpose of building a

**PANCHWATI BUILDERS**  
A unit of: Panchwati Promoters Pvt. Ltd.



Director

Residential multistoried apartment building and the said project shall be known as **“PANCHWATI ICON”**

[OR]

The Said Land is earmarked for the purpose of potted development of a [commercial/ residential/ any other purpose] project, comprising plots and .....XXXXXXXXXXXX..... [insert any other components of the Projects] and the said project shall be known as .....XXXXXXXXXXXX.....  
.....XXXXXXXXXXXX..... (**"Project"**)

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

**AND WHEREAS** the name of the said LAND OWNERS (1) Sri Aditya Maskara and (2) Smt. Megha Maskara have been mutated in respect of the said 100 Decimal of Land of Village Bariatu pursuant to the order passed by Circle Officer, Bargain Anchal in mutation Case No.1187/R27 2021-2022 recorded in Registered II in volume No.24 at Page 84 of the Circle Office, Bargain Anchal, Ranchi and said LAND OWNERS are paying rent in respect of the said land in their name.

**AND WHEREAS** by a Registered Development Agreement vide Deed No.2025/RAN/876/BK1/780 dated 06/02/2025, registered in the Office of the SRO, Ranchi which is entered in Book No.BK1, Volume No.107, at Pages 305 to 392 between the LAND OWNERS on the one hand and the DEVELOPER on the other hand, the LAND OWNERS have authorised the DEVELOPER to construct Multistoried Residential Building to be constructed on the Schedule of Property “A” (hereinafter for the sake of brevity called as the “Project”) which is named as “PANCHWATI ICON”.

**PANCHWATI BUILDERS**  
A unit of Panchwati Promoters Pvt. Ltd.

  
Director

The LAND OWNERS by virtue of the Development Agreement have empowered and authorised the DEVELOPER to construct the said multistoried building and other spaces and to realise the cost of construction and development cost out of the sale of 55% of the salable area of the Flat, Parking, and other area of the proposed Project.

The Ranchi Nagar Nigam has granted the commencement certificate to develop the Project vide approval dated bearing No. **RMC/GH/0613/W08/2023**, Date 22/02/2025.

AND WHEREAS the LAND OWNERS have obtained approvals for the Project from the Competent Authority – Ranchi Municipal Corporation, Ranchi. The LAND OWNERS / DEVELOPER/promoter agreed and undertakes that it shall not make any changes to these layout plan except in strict compliance with the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to “RERA”) and other laws applicable viz. Jharkhand Building Bye-laws.

AND WHEREAS in accordance with the said approved plans the Developer/Promoter has undertaken development of the said land described in the SCHEDULE “A” hereto by constructing thereon the said multi-storeyed residential apartment complex “PANCHWATI ICON”.

AND WHEREAS the DEVELOPER /PROMOTER /LAND OWNERS have the sole and exclusive right to sell Schedule “B” Property and to receive sale price thereof.

AND WHEREAS thus the Landowners / Developer/Promoter is fully competent to enter into this Agreement as their right, title and interest regarding the said land.

AND WHEREAS the PURCHASERS..... who is/are interested for purchasing one residential unit in the said multi-storied apartment building “PANCHWATI ICON” has demanded from the Landowners cum Developer and they have given inspection to the PURCHASERS.....of all the documents of title relating to the said land, the relevant papers and the approved

**PANCHWATI BUILDERS**  
A unit of Panchwati Promoters Pvt. Ltd.

*Ravi*

Director

plans, designs and specification and all other documents. On being fully satisfied in all aspects, the PURCHASER..... has/have..... decided to purchase one residential unit and accordingly he/she/they..... applied for purchase of one residential Unit bearing Flat No. .... on ..... Floor, in Block ....., admeasuring ..... sq.ft. of agreed super built-up area more or less corresponding carpet area ..... Sqft. and ..... Sqft balcony area with ..... car parking space in the multi-storeyed apartment building "PANCHWATI ICON" together with proportionate, joint, undivided share and interest in the said land and undivided interest to enjoy common facilities and common amenities attributable to the said Flat and pro-rata undivided and as inherent in the multi-storeyed apartment.

AND WHEREAS THE SAID RESIDENTIAL Unit applied for by the PURCHASERS..... for its purchase, comprises flat's agreed Super built-up area ..... sqft more or less corresponding carpet area ..... sq.ft. and balcony area..... sqft. on ..... floor in Block ..... in the said building "PANCHWATI ICON" along with ..... car parking space and of pro-rata undivided and joint share and interest in the common area and undivided proportionate joint share in the said land and more particularly described in the SCHEDULE "B".

AND WHEREAS on negotiation, the Developer cum VENDOR has agreed to sell the said residential unit alongwith ..... Car parking space which is morefully described in the SCHEDULE "B" at and for the price of Rs. ..../= ( Rupees .....only) which also includes price of undivided proportionate share in the said land, proportionate cost of common areas, and common facilities and in addition to that the PURCHASERS..... shall pay GST or any other taxes present or future. The PURCHASERS..... has/have..... agreed to purchase the same on the said price on the terms and conditions, recorded herein.

AND WHEREAS the PURCHASERS...../Allottee(s) agreed and undertakes and promises the following obligations :-  
The PURCHASERS..... shall –

PANCHWATI BUILDERS  
A unit of:Panchwati Promoters Pvt. Ltd.

  
Director

- (a) Not to raise any construction or demolish or remove the walls inside the SCHEDULE "B" apartment and or cover the open balconies with grills or otherwise and further to make any structural alterations inside the apartment or making any fresh openings.
- (b) Not to use the SCHEDULE "B" property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
- (c) Not to use the SCHEDULE "B" property for training any skill or act or occupation or conduct any teaching classes or any kind of commercial activities.
- (d) The PURCHASERS...../Allottee(s) is/are not exempted from payment of common maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the apartment.
- (e) Use the apartment only for residential purposes and the car parking space for parking a light/medium size vehicle and not for any other purpose. The PURCHASERS...../Allottee(s) shall not allow the driver/servant or any person to sleep either in the vehicle or in the parking space or in the common area.
- (f) Not alter the front side and rear elevation of the building and side elevation.
- (g) Not do anything that may adversely affect the aesthetic of the building nor do anything which may cause any nuisance or obstruction or hindrances to other person.
- (h) Not allow the servants and/or any person whatsoever to sleep or otherwise use the common areas, passages, lobbies and/or stairways and/or by using the same for storage at any time.
- (i) Not bring any action for partition or division in the manner, so as to cause blockade or hindrance to common passage, verandah, terrace or any of the common areas and facilities or any part thereof and of undivided share/interest in the Schedule "A" property. The land, common areas and facilities shall remain undivided. No common part of the said building will be used by the PURCHASERS for keeping furniture / almirah / any form of storage / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse. The PURCHASERS..... can

make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rejects of other apartment owners in "PANCHWATI ICON".

- (j) The Allottee..... shall fix or install Outdoor AC units / Heaters / Toilets / Kitchens / Plumbing lines, etc at the designated specified places only and in no such case these should be installed / shifted which alters the building elevations or causes any disturbance to any other Flat Owners. The air conditioners pipe should be concealed inside the flat and should not be visible from outside.
- (k) The Allottee..... shall not let, sub-let, transfer, assign or part with the interest or benefit of this Agreement or part with the possession of the said apartment until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up. The Allottee shall also pay to the Developer a transfer fee on such transfer. Further, the Developer reserves the right to allow such transfer at its sole discretion.
- (l) That the Allottee..... acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the said Land including the existing and future FSI and /or transferable development rights ("TDR"). Neither the Allottee..... nor any of the other Allottee of the Apartment(s) in the Building/s nor the Maintenance Society to be formed of Allottee .....of Apartment(s) shall be entitled to claim any FSI and/or TDR howsoever available on the Property. All FSI and/or TDR at any time available in respect of the said Land shall always belong absolutely to the Promoter. The unutilized / residual FSI (including fungible FSI, future accretions / enhancement due to favourable change in law or otherwise) in respect of the said Land shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee..... / Maintenance Society. The Promoter shall have and has retained all rights to amalgamate with the said Land; any other abutting or adjoining piece/s of Lands to which it may be entitled to

**PANCHWATI BUILDERS**  
A unit of Panchwati Promoters Pvt. Ltd.



Director

with all rights to use, utilize and consume the FAR/FSI originating from the physical area of the said Plot/such abutting or adjoining piece/s of Land.

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 therein.

AND WHEREAS the parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, etc. applicable to the said 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.

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

**WITNESSETH**

1.1 Subject to the terms and conditions as detailed in this Agreement the Developer/Promoter cum VENDOR agrees to sell a residential Unit bearing Flat No. .... on ..... floor in Block ....., having agreed Super Built-up area ..... Sqft corresponding carpet area ..... Sq.ft. and balcony area ..... Sqft. more or less with a ..... car parking space of the multi-storeyed apartment building "PANCHWATI ICON" together with proportionate, joint, undivided share and interest in the land attributable to the said flat and undivided interest to enjoy common facilities and common amenities and pro-rata undivided share and interest in common area as inherent in the multi-storeyed apartment and more particularly described in the SCHEDULE "B" hereunder written and the PURCHASERS...../ALLOTTEE(S) hereby agreed to purchase the same.

PANCHWATI BUILDERS  
A unit of Panchwati Promoters Pvt. Ltd.



Director

- 1.2. The total price for the said unit/apartment based on the carpet area which also includes price of undivided proportionate share in the said land, proportionate cost of common areas, and common facilities is Rs. ....../= (Rupees ..... only) (Total Price)

Description of the Unit/apartment

Building : PANCHWATI ICON  
Apartment/Flat No. :  
On Floor : .....Floor  
In Block : .....  
Carpet area (excluding balcony) : ..... Sqft.  
Super built up area : ..... Sqft.  
Type : Residential

Cost of Apartment with Car parking space, proportionate cost of Land is Rs. ....../= (Rupees ..... only) plus additional of corpus fund @Rs.50/- Per Sqft. In addition to the above amount GST / Other Taxes will be paid extra.

That 2 (Two) years advance common area maintenance (CAM) expenses will be paid by the Purchaser/s to the Developer @ Rs.2.5/- (Rupees Two and a Half) per Sqft/Per month on agreed Super Built-up area at the time of handover / possession of his/her/their.....flat. The above advance common area maintenance amount shall be handed over to the maintenance committee or society after deduction of any expense incurred by the Developer.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter/Land Owners towards the Apartment ;  
(ii) The total price above includes taxes (in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Apartment). If in present or future by the government any tax like GST / similar tax is levied on the Allottee, the same shall be borne and paid by the Allottee in extra.

PANCHWATI BUILDERS  
A unit of: Panchwati Promoters Pvt. Ltd.



Director

- (iii) Provided that in case there is any change/modification in the taxes for the sale of Schedule "B" property the subsequent amount payable by the allottee..... to the Promoter shall be increased/reduced based on such change/modification. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (1.2) above and the Allottee(s) shall make payment within 7 (Seven) days from the date of such intimation. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes to be paid by Allottee(s) apart from his/her/their..... flat value 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 Apartment/Unit includes (A) undivided proportionate share in the land, proportionate cost of common areas, common facilities (B) car 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 interest on late payment, development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee(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 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 12% per annum for the period by which the respective installment has been preponed.
- 1.6 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 in respect of the apartment or building, without the consent of the Architect. That the

Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act (RERA) and/or Jharkhand Building Bye-laws and/or such alterations which are compoundable.

- 1.7 The Promoter shall confirm the final super built up area that has been allotted to the Allottee(s) after the construction of the Building is complete. The total price payable for the super built up area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the super built up area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within forty-five days. If there is any increase in the super built up 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.

However, the PURCHASERS...../Allottee(s) agrees and accepts that if the super built up area of the said apartment is found to be less upto .....% (.....percent) for whatsoever reason, the PURCHASERS...../Allottee(s) shall not complain for the said reduction. The PURCHASERS...../Allottee(s) shall accept such reduced area and shall not demand for reduction in total sale price.

- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below :-

- (i) The Allottee(s) shall have exclusive ownership of the Apartment.
- (ii) The Allottee(s) shall also have undivided proportionate share in the common area since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the 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 (for construction of the building), in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

- 1.9 It is made clear by the Promoter and the Allottee(s) agrees that the Apartment along with car parking space 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 (SCHEDULE "A") 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 except for the otherwise purpose of integration of infrastructure for the benefit of the Allottee(s), it is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 It is understood by the Allottee(s) that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with R.M.C./Authority under RERA to be filed in accordance with the relevant acts.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s) which it has collected from the Allottee(s) for the payment of outgoings (including municipal or other local taxes, charges for water or electricity, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable even after the transfer of the property, to pay such outgoings.
- 1.12 The Allottee(s) has paid a sum of Rs. ....../- (Rupees .....only) as advance amount being part payment towards the total price of the Schedule "B". The receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agree to pay the remaining price as prescribed in the Payment plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he/she/they..... shall be liable to pay interest at the rate 1.5% per month.

2. **MODE OF PAYMENT :-**

PANCHWATI BUILDERS  
A unit of: Panchwati Promoters Pvt. Ltd.



Director

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoter within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/Demand Draft or online payment (as applicable) in favour of the Developer/Promoter cum VENDOR..... payable at Ranchi.

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, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her/their..... part to comply with the applicable guidelines issued by the Reserve Bank of India. He/She/They..... shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee(s) 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(s) 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(s) only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:-**

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

5. **TIME IS ESSENCE :-**

Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee(s) and the common areas to the association of the allottees. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her/them..... and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C" "Payment Plan".

6. **CONSTRUCTION OF THE PROJECT OR APARTMENT :-** The Allottee(s) has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans . The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and the Promoter shall also strictly abide by bye-laws, FAR and density norms and provisions prescribed by the Jharkhand Building 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 and/or the said bye-laws.

7. **POSSESSION OF THE APARTMENT:-**

7.1 **Schedule for possession of the said Apartment :-** The Promoter, based on the approved plans specifications, assures, hand over possession of the apartment to the Allottee(s)/ PURCHASERS..... after clearance of all dues as prescribed in Schedule "C". The Developer shall complete the project on time unless there is delay or failure due to war, flood,

drought, fire, cyclone, earthquake, Pandemic/Epidemic or any other calamity caused by nature affecting the regular development of the real estate project (**Force Majeure**) or otherwise for any reason whatsoever beyond the control of the Developer. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) 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(s) 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(s) the entire amount received by the Promoter from the Allottee(s) within 90 days from that date of such termination. After refund of the money paid by the Allottee(s). Allottee(s) agrees that he/she/they..... shall not have/has..... any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession:-** The Promoter, upon completion of Apartment shall offer the possession of the Apartment, to the Allottee(s) in terms of this Agreement after clearance of all dues as per Schedule "C" and the Promoter/Land Owners shall give possession of the Apartment to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee(s), as the case may be.

7.3 **Failure of Allottee to take possession of Apartment :-** Upon receiving a intimation from the Promoter as per clause 7.2, the Allottee(s) shall take possession of the apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession immediately after such information Allottee(s) shall continue to be liable to pay maintenance charges as applicable. During the period of such delay, the Apartment shall remain

locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

7.4 **Possession by the Allottee** :- After handing over physical possession of the Apartment to the Allottee(s), 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.

7.5 **Cancellation by Allottee** :- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project.

Provided that where the Allottee(s) proposes to cancel/withdraw from the project in writing the promoter herein is entitled to forfeit the 2% of the total consideration amount. The balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) within 90 days of such cancellation.

7.6 **Compensation** :- The Land Owners 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 (till the registration of the Sale Deed of Unit).

If occurrence of a Force Majeure event or otherwise, for the reasons beyond the control of the Promoter if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement or (ii) due to discontinuance of its 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(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/them in respect of the Apartment within 90 days.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / LAND OWNERS:-

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

- (i) The Landowners have absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out

PANCHWATI BUILDERS  
A unit of: Panchwati Promoters Pvt. Ltd.

  
Director

development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before 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 upto hand over of the project to the maintenance society upto hand over of the project to Maintenance Society.
- (vi) The Promoter/Land Owners have 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(s) created herein, may prejudicially be affected.
- (vii) The Promoter/Land Owners have 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(s) under this Agreement.
- (viii) The Promoter/Land Owners confirms that the Promoter/Land Owners are not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of formation of maintenance society the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment 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/Land Owners have duly paid 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 Promoter in respect of the said Land and/or the Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

9.1 Subject to the Force Majure clause or otherwise reasons, for the reason beyond the control of the Promoter/Land Owners, condition of default, in the following events :

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

9.2 In case of Default by Promoter under the conditions listed above, Allottee(s) is entitled to the following :

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest ; 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(s) within 90 days of receiving the termination notice.

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

**PANCHWATI BUILDERS**  
A unit of: Panchwati Promoters Pvt. Ltd.

  
Director

- (i) In case the Allottee(s) 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(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate of 1.5% per month. Any overdue payments so received will be first adjusted against interest then towards statutory dues and subsequently towards outstanding principal amounts. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of Promoter.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter at his discretion can cancel the allotment of the Apartment of the Allottee(s) and refund within 90 days the amount money paid to him by the Allottee(s) by deducting the 2% of total consideration amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT :-** The Promoter/ Land Owners, on receipt of complete amount of the Price of Apartment under the Agreement from the Allottee(s), shall alongwith the Promoter/Land Owners execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her/their..... 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 authority (ies).
11. **MAINTENANCE OF THE SAID BUILDING OR APARTMENT OR PROJECT:-** The Promoter shall at its own discretion provide and maintain essential services in the Project till 1 (One) year from the start

date of applicable maintenance charges, which will be duly informed to the Allottee(s) / PURCHASERS ..... Such expenses will be incurred from the advance common area maintenance collected by the Promoter. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such Maintenance Society shall be borne and paid by all the Allottee of the said Project. However, the PURCHASERS ..... /Allottee(s) shall make a non-refundable deposit amounting to Rs...../- (Rupees .....only) as corpus fund of the association. The corpus fund is not included in the sale price (Total price) of the Apartment. Besides the payment towards corpus fund of the Association, the maintenance charges would be paid by the Allottee(s) as decided by the maintenance association of the area comprised in the unit. Common portion, area is illustrated in the SCHEDULE "D" hereunder written. That ... (.....) years advance common area maintenance (CAM) expenses will be paid by the Purchaser/s to the Developer @ Rs...../- (Rupees .....) per Sqft/Per month on agreed Super Built-up area at the time of handover / possession of his/her/their.....flat. The above advance common area maintenance amount shall be handed over to the maintenance committee or society after deduction of any expense incurred by the Developer. Further, the Developer shall not be liable to pay / contribute any amount on account of corpus fund, monthly maintenance, non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the maintenance society in respect of unsold apartments till the registration of such apartments. In case, the Allottee / Maintenance Society fails to take possession of the said essential services in the Agreement, then in such case, the Developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

12. **DEFECT LIABILITY:-** It is agreed that in case any structural defect is brought to the notice of the Promoter within a period of 3(three) years by the Allottee(s) from the date of handing over possession of the unit, it shall be the duty of the Promoter to rectify such defects without further charges. However, the Parties confirm that the decision of the Promoter's Architect / Structural Consultant shall be final in deciding whether there is

any actual structural defect in the Apartment / Buildings. Any defects if occurs on account of any act, omission or negligence or otherwise on the part of the Allottee/PURCHASERS..... then in that event the Promoter shall have no liability or responsibility and the Allottee(s) shall make good of the same at his/her/their..... own expenses.

13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :-** The Allottee(s) hereby agree to purchase the Apartment on the specific understanding that his/her/their..... 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(s) of all his/her/their..... obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.
14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS :-** The Promoter or maintenance agency or association of allottees shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and /or the maintenance agency to enter into 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.
15. **USAGE :-** Use of Parking and Service Areas : The parking and service areas, if any, as located within the "PANCHWATI ICON" shall be and has been earmarked for purposes such as parking spaces and utility services including but not limited to Electric Sub-Station, transformer, space for DG set, , underground water tanks, pump rooms, maintenance and service rooms, household waste dumping station, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the parking area in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT** :- Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to repair and maintain the Apartment at his/her/their..... own cost, in good condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the 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(s) further undertakes, assures and guarantees that he/she/they..... 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 Apartment 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 bearing wall of the Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE** :- The Allottee(s) is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project is general and this project in particular. That the Allottee(s) hereby undertakes that he/she/they..... shall comply with and carry out, from time to time after he/she/they..... has/have..... taken over for occupation and use the

**PANCHWATI BUILDERS**  
A unit of: Panchwati Promoters Pvt. Ltd.

*Ravi*

Director

said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/their..... own cost.

18. **ADDITIONAL CONSTRUCTIONS:-** The Promoter 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. However, if the Act permits, the Promoter may undertake additional construction in the SCHEDULE "A" property. In case of any additional construction (other than approved building plan) by the VENDOR Cum DEVELOPER within the permissible bye-laws limit prescribed in the Act in respect of the Schedule "A" Property, the Purchaser hereby agreed that they will not raise any objection regarding the same.
19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :-** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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(s) who has taken or agreed to take such Flat / Apartment.
20. **THE JHARKHAND APARTMENT ACT, 2011:-** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment Act, 2011. The Promoter showing compliance of various laws/regulations as applicable in RERA, Jharkhand Building bye-laws.
21. **BINDING 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) unit, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the payment plan. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement then the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith after deducting 2% of the total consideration amount, shall be returned to the Allottee(s) without any interest or compensation whatsoever.

**PANCHWATI BUILDERS**  
A unit of Panchwati Promoters Pvt. Ltd.

  
Director

22. **ENTIRE AGREEMENT** :- This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.
23. **RIGHT TO AMEND** :- This Agreement may only be amended through written consent of the Parties.
24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES** :- It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
25. **WAIVER NOT A LIMITATION TO ENFORCE** :-
- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees. Likewise the Allottee(s)/PURCHASERS..... may its sole option and discretion waive the breach by the Promoter.
- 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
26. **SEVERABILITY** :- If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the

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

27. **METHOD OF CALCULATION 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 Allottee(s) in Project, the same shall be the proportion which the area of the Apartment bears to the total area of all the Apartments in the Project.
28. **FURTHER ASSURANCE** :- The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
29. **PLACE OF EXECUTION** :- The execution of this Agreement shall be complete only upon its execution by the Promoter alongwith Landowners at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter cum VENDOR and the Allottee/ (s).
30. **NOTICES** :- That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the promoter by Registered Post at their respective addresses specified above.  
It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.
31. **JOINT ALLOTTEES** :- That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her/them..... which

PANCHWATI BUILDERS  
A unit of Panchwati Promoters Pvt. Ltd.

  
Pavi

Director

shall for all interest and purposes to consider as properly served on all the Allottees.

32. **GOVERNING LAW** :- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
33. **DISPUTE RESOLUTION** :- All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act or under the provisions of the Arbitration and Conciliation Act, 1996.
34. The definition of carpet area is taken as per provision of RERA Act.
35. That the PURCHASERS..... hereby also agrees and undertakes to pay additional charges in respect of any extra facilities which shall be provided or requested to be provided by the PURCHASERS ..... in the said building/Flat beyond the facilities as specified and agreed to be provided by the DEVELOPER CUM VENDOR.
36. That the PURCHASERS..... may, with the consent of the Developer / Land Owners nominate / assign any person/s in whose name the final deed of conveyance of "the Schedule "B" Property" shall be executed and registered at the Purchasers'..... Cost, and on such transfer being effected, the said nominee / assignee shall be bound by the terms and conditions of this agreement in the same manner and to the same extent as if this agreement was entered into by and between the VENDOR Cum Developer and such nominee/assignee.
37. The Allottee(s)/PURCHASER..... obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee(s)/PURCHASER..... ability or competency to obtain such financing and the Allottee(s)/PURCHASER..... will always remain bound under this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution delays and/ or refuses to finance the said Apartment on any ground or revokes the loan already granted. In case of any financing arrangement entered by the

Allottee(s)/PURCHASER..... with any financial institution with respect to the purchase of the said Apartment, the Allottee(s)/PURCHASER.....undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee(s)/PURCHASER..... shall not make such refusal / delay an excuse for non-payment of any Instalments / dues to the Promoter within stipulated time as per the payment plan.

As a modality for obtaining finance, the Banks/Financial Institution may require the Promoter to give its no objection to enable a charge or mortgage of the said Apartment. The Promoter agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to the Promoter's right for payment of consideration on sale of said Apartment due from the Allottee(s)/PURCHASER..... and that the Promoter shall be entitled to adopt all recourse available under this agreement and under law for recovery of the Promoter's dues.

Notwithstanding any arrangement between the Allottee(s)/PURCHASER..... and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, GST, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Apartment and/or the Premises for the un-paid/outstanding amount including interest thereon.

That it is hereby agreed between the PURCHASERS..... and the DEVELOPER Cum VENDOR that in case the PURCHASERS..... gets his/her/their..... flat financed from any bank / financial institutions and subsequently this deal gets cancelled for any reason, whatsoever, then the DEVELOPER Cum

**PANCHWATI BUILDERS**  
A unit of: Panchwati Promoters Pvt. Ltd.

  
Director

VENDOR shall be bound first to repay the amount payable to the PURCHASERS..... to such bank / financial institutions with whom the PURCHASERS ..... has/have..... mortgaged his/her/their..... flat against / towards the liability of the PURCHASERS..... and the residue if any, shall be returned to the PURCHASERS..... All costs associated with procurement of loan amount shall be borne by the Allottee(s) alone.

38. That this agreement has been prepared in two copies both the copies are true and exact copy of each other, both the parties shall retain one copy each.

**THE SCHEDULE "A" ABOVE REFERRED TO :**

**(the said land)**

All that piece and parcel of the land measuring an **Area 1.00 Acres** i.e. 100 Decimals more or less being the portion of the Revisional Survey Plot No. 840 under Khata No. 8, situated at Village Bariatu, Police Station Bariatu, Revenue Thana No. 193, District Ranchi in the State of Jharkhand corresponding to Holding No. 0080008185000Z0 under Old Ward No. 8, New Ward No.9 and which is butted and bounded as follows:-

North : Part of R.S. Plot No. 840  
South : Part of R.S. Plot No. 840  
East : 40' wide Common Road  
West : Part of R.S. Plot No. 840

**THE SCHEDULE "B" ABOVE REFERRED TO :**

**(The Unit, Proposed to be purchased by the Purchaser/s.....)**

ALL THAT the Flat bearing No. ....on ..... Floor in Block ....., having agreed Super Built-up area ..... sq.ft. (more or less) corresponding carpet area of flat is ..... Sqft. (more or less) and balcony area ..... Sqft with ..... car Parking Space in Basement/Ground Floor..... togetherwith undivided joint proportionate share in the schedule

**PANCHWATI BUILDERS**  
A unit of: Panchwati Promoters Pvt. Ltd.



Director

“A” land and undivided proportionate joint share in common areas and undivided joint interest for enjoyment of common amenities and facilities in “PANCHWATI ICON” as inherent in multi-storeyed apartments buildings, butted and bounded as follows:-

North :  
South :  
East :  
West :

**THE SCHEDULE “C” REFERRED TO ABOVE:**

**(Consideration)**

The total price of the said Apartment/Unit includes (A) undivided proportionate share in the land and (B) car parking space.

Price of the flat .....Sq.ft. approx S.B. Area	Rs.
...../-	
with ..... car parking space	
Deposit for corpus fund	Rs. _____/-
Total :	Rs. _____/-
Payment Received up to Agreement	Rs. _____/-
Balance Amount Payable as per Schedule Agreed (GST/Other Taxes extra)	Rs. _____/-

**THE SCHEDULE “D” ABOVE REFERRED TO**

**(Common portion/area)**

Maintenance Charge payable by the PURCHASERS..... to the DEVELOPER or the Building Maintenance Committee shall includes the following proportional common charges.

1. All cost of Maintenance, operation, replacement, electric consumption charge, repairing, painting, decorating, redecorating, reconstruction, lighting etc of the common portion in the building including the outer walls.

**PANCHWATI BUILDERS**  
A unit of Panchwati Promoters Pvt. Ltd.



Director

2. The salary and other payments to the person employed for the common purposes including Durban, Security persons, Sweepers, Plumbers, Electricians, Workman caretaker, liftmen etc.
3. Insurance premium of any for insuring the building.
4. All charges deposits supplies of common utilities to the Occupant in common.
5. Maintenance Charge of ground, generators, electrical panels, transformer etc.
6. Municipal holding Taxes, other taxes, levies and demands in respects of the premises and the building those separately assessed on the PURCHASERS.....
7. Cost of allocations brought or defended in common for on behalf of the Occupants or on and issue in which the Occupants have common interest.
8. Cost of formation and operation of building Maintenance committee or Association.
9. Cost of taking Electric Connection in the name of Building Society/Building Maintenance Committee.
10. Any other change or changes to be decided or revised by DEVELOPER or LAND OWNERS or maintenance committee.
11. AMC of any equipments or machinery used for common.

IN WITNESS WHEREOF parties therein above 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.

**WITNESSESS:**

1.

---

**VENDOR CUM**

**PANCHWATI BUILDERS**  
A unit of: Panchwati Promoters Pvt. Ltd.

  
Director

**DEVELOPER /FIRST PART**

2.

---

**ALLOTTEE/ SECOND PART**

**SCHEDULE 'E' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'F' - PAYMENT PLAN BY THE ALLOTTEE**

\*\*\*\*\*

---

\* or such other certificate by whatever name called issued by the competent authority.

**PANCHWATI BUILDERS**  
A unit of: Panchwati Promoters Pvt. Ltd.



Director