

(15/11/2014)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Ranchi on this the ___ day of _____ 2020, A. D.;

BY AND BETWEEN

M/s. **ADITYA INFRABUILDTECH PRIVATE LIMITED** (CIN No.: U45200JH2011PTC014918, PAN: AAJCA7293B), a company incorporated under the Companies Act, 1956, having its registered office at 4-A, Sri Krishna Enclave, North Office Para, Doranda, Ranchi, Jharkhand - 834002, through its Director Sri Birendra Pradhan, son of Late Gaurishankar Pradhan by faith: Hindu, by caste Bhumihar by occupation: Business, Aadhar No.5315 5492 6520, resident of Pradhan Mansion, North Office Para, Doranda, Ranchi, Jharkhand- 834002, P.S. Doranda, District: Ranchi, Indian Citizen(hereinafter called the **"DEVELOPER"/"BUILDER"/"PROMOTER"**)of the **FIRSTPART;**

AND

Sri Ramchandra Jha (PAN: AJSPJ9897R; AADHAR No. 2048 4075 1853), son of Late Jyatindranath Jha, by occupation: Business, by faith: Hindu, by caste: Brahman, Indian Citizen, resident of Mohalla- Shivganga Lane, P.O & P.S.: Town Thana Deoghar, District: Deoghar, Jharkhand ;(hereinafter called the **LANDOWNERS/ CONFIRMING PARTY**) of the **SECOND PART;**

AND

_____ (PAN No. : _____, AADHAR No. _____, Mobile No. _____, Email ID:- _____, aged about _____ years, by Occupation _____, Wife of _____, Daughter of _____

_____, Grand Daughter of _____, by faith **Hindu**, by caste _____, Resident of _____, P.S. _____, District _____. (Hereinafter referred to as the **"PURCHASER"/"ALLOTTEE"**) of the **THIRD AND LAST PART**;

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

WHEREAS the Landowner/Confirming Party is the absolute and lawful owners of land being Revenue free hold land having permanent heritable and transferable rights under Town Plot No.- 82A appertaining to Khata No.193, Touzi No. 132-B part, Holding No.(new): 0010001114000M0, total admeasuring area 7 Katha (9545 Sq. Ft.), situated at village Nilkanthpur-Noorpur, P.S.: Town Police Station, Thana No.415, Circle: Deoghar, in the town and District of Deoghar, Jharkhand vide Sale Deed No.746/707 dated 16.02.1982 & vide Sale Deed No.70/67 dated 07.01.1987, registered at the office of the District Sub Registrar, Deoghar. The said 7 Katha (9545 Sq. Ft.) of land is the landed property mentioned in the **FIRST SCHEDULE** hereunder.

AND WHEREAS the said **FIRST SCHEDULE** land is free from all encumbrances, whatsoever and the **LAND OWNER** have having marketable and saleable rights, title and interest on and over the said land.

AND WHEREAS the **LAND OWNER** on the 11th day of January, 2020 have entered into Registered Development Agreement for development

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of the aforesaid land and morefully described in the FIRST SCHEDULE hereunder written on the terms and conditions and at the consideration i.e. on conversion-cum-ownership basis as mentioned therein and for construction of new multi-storied residential apartment complex.

AND WHEREAS the aforesaid landed property are abutting and adjacent to each other and form one chunk/block of land and therefore, the LANDOWNER has merged/amalgamated the said FIRST SCHEDULE land in one Block which is containing by total admeasurements 7 Katha (9545 Sq. Ft.) or thereabouts, morefully described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the DEVELOPER/PROMOTER got physical possession of the Schedule land having marketable and unencumbered title over the property mentioned in First Schedule by virtue of the said Registered Development agreement dated the 11th Day of January, 2020 entered by and between the Landowner and Developer to the extent of their allocation.

AND WHEREAS the LANDOWNER has already earlier secured the Building Plans approved and sanctioned by the Competent Authority, Deoghar Municipal Corporation, Deoghar vide Memo No. DGMC/AIBP/0010/W22/2020 dated 31st January, 2020 for construction of a multi storied residential complex of one block on and over the FIRST SCHEDULE land as one block.

AND WHEREAS in accordance with the approved Building Plans, the said "FIRST SCHEDULE" land is earmarked for construction of multi-storied residential apartment complex of one block known as "PRADHAN ELEGANCE" and has residential flats of various sizes and common areas like

lobbies, staircases, lift, etc. parking spaces/parking slots and other facilities. For the purpose of the said SCHEDULE- First land together with said Residential Apartment Complex (hereinafter for the sake of brevity called as the "Project") have been named as "PRADHAN ELEGANCE".

AND WHEREAS along with the said approved building plans, the LANDOWNER has also obtained the final layout plan approval for the Project from the Competent Authority Deoghar Municipal Corporation, Deoghar (in short DMC). The DEVELOPER/PROMOTER agreed and undertakes that it shall not make any changes to these layout plan except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to "RERA") and other laws applicable viz. Jharkhand Building Bye-laws, 2016.

AND WHEREAS in accordance with the said approved plans the Developer/Promoter has undertaken development of the said land described in the FIRST SCHEDULE hereto by constructing thereon the said multi-storied residential apartment complex "PRADHAN ELEGANCE".

AND WHEREAS in terms of the afore stated Development Agreement, several residential units, car parking spaces, common area, proportionate undivided share in land attributable to each residential unit are the allocation of the Developer/Promoter on conversion-cum-Ownership basis as inherent, and the same is recorded in the said Development Agreement. These presents relates to the allocation of Developer/Promoter.

AND WHEREAS the DEVELOPER/PROMOTER has the sole and exclusive right to sell their allocation and to receive sale price thereof.

AND WHEREAS the Developer/Promoter are fully competent to enter into this Agreement as their right, title and interest regarding the said land on which Project is to be constructed has fully been protected and saved and confirmed by the aforesaid Development Agreement. However in order to secure the interest of the allottee, the land owners have also joined in these presents as confirming parties.

AND WHEREAS the entire underground basement, Roof and all construction on the roof forming 5th Floor shall always remain the exclusive share and for use by the DEVELOPER only. The LANDOWNER or the PURCHASERS shall have neither any share nor any right to use the entire underground basement, Roof and Penthouse.

AND WHEREAS the Developer has registered of the said project under the provision of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority, Jharkhand vide registration No. _____

AND WHEREAS the Purchaser who is interested for purchasing one residential unit in the said multi-storied apartment building "PRADHAN ELEGANCE" has demanded from the Landowner and the Developer and they have given inspection to the PURCHASER of all the documents of title relating to the said land, the relevant papers and the approved plans, designs and specification and all other documents. On being fully satisfied in all aspects, the PURCHASER has decided to purchase one Residential unit in the project bearing Flat No. ___ on ___ Floor admeasuring ___ sq. ft. of carpet area/ Super Built-up area with one car parking space for medium size car in the surface area of the multi-storied apartments complex "PRADHAN ELEGANCE" together with proportionate,

joint, undivided share and interest in the said land and pro-rata undivided share and interest to enjoy common facilities and common amenities attributable to the said Flat as inherent in the multi-storied apartments.

AND WHEREAS THE SAID RESIDENTIAL Unit/Flat applied for by the Purchaser for its purchase, comprises flat's carpet area/ super built-up area _____ sq.ft. on the said building "PRADHAN ELEGANCE" along with one car parking space for medium size car in the surface area of the multi-storied apartment complex "PRADHAN ELEGANCE" and of pro-rata undivided and joint share and interest in the common area and undivided proportionate joint share in the said land have more particularly described in the SECOND SCHEDULE.

AND WHEREAS on negotiation, the Developer has agreed to sell the said residential unit along with one parking space and morefully described in the SECOND SCHEDULE 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, taxes and the PURCHASER has agreed to purchase the same on the said price on the terms and conditions, recorded herein.

AND WHEREAS the Purchaser/Allottee agreed and undertakes and promises the following obligations:-

The PURCHASER shall –

- (a) Not to raise any construction or demolish or remove the walls inside the SECOND SCHEDULE apartment and to cover the open balconies with grills or otherwise. Further the PURCHASER shall not make any structural alterations inside the apartment and no changes in the outer colour of apartment or making any fresh openings.

- (b) Not to use the SECOND SCHEDULE property as a transit apartment or Service apartment and should not be let out/permit to use the same on daily/weekly/furtnightly basis.
- (c) Not to use the SECOND SCHEDULE property for training any skill or act or occupation or conduct any teaching classes.
- (d) The Purchaser/Allottee is 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 Purchaser/Allottee 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 to 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) Nor allow the servants and/or any person whomsoever 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 to bring any action for partition or division of the common areas and facilities or any part thereof and of undivided share/interest in the First Schedule property. The land, common areas and facilities shall remain undivided. The Purchaser 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 rights of other apartment owners in "PRADHAN ELEGANCE".

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. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement the Developer/Promoter agrees to sell a residential Unit bearing Flat No ___ on ___ floor, having carpet area _____ Sq.ft. With one Car parking space for medium size vehicle in surface area of the multi-storied apartment complex "PRADHAN ELEGANCE" 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 defined w/s 2 Clause(n) of the Act, inherent in the multi-storied

apartment and more particularly described in the SECOND SCHEDULE hereunder written and the PURCHASER/ALLOTTEE hereby agree to purchase the same.

- 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

Complex : PRADHAN ELEGANCE.
Apartment/Flat No : _____
Carpet area : _____ sq.ft.
(Excluding balcony)
On Floor : _____
Type : Residential

Cost of Apartment with one medium size car parking space in ground floor/surface area of the multi-storied apartment complex "PRADHAN ELEGANCE", proportionate cost of common areas pro-rata undivided and joint common area is Rs. _____/- (Rupees _____ only), along with additional of Rs. _____/- (Rupees _____ only) as corpus fund for maintenance of the building. After the Maintenance Committee or Society of the occupiers of the building has been formed, the Corpus Fund shall be handed over to such Committee or Society.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the promoter towards the Apartment ;
- (ii) The total price above includes taxes (in connection with the construction of the Project payable by the Promoter or Land Owners) up to the date of handing over the possession of the Apartment.
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i.2) above and the Allottee shall make payment within 7(seven) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes to be paid by the allottee 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. Even in case of non receipt of such intimation, the Allottee is bound to make payment within stipulated time.
- (iv) The Total Price of Apartment/unit includes : (1) Undivided proportionate share in the land, proportionate cost of common areas, common facilities (2) car parking space

1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter 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 punctually make the payment within stipulated time.

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 9% 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, as the case may be without the previous written consent of the Architect. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations shall be 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 carpet area that has been allotted to the Allottee after the construction of the Complex/Building is complete.

The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate 1% per month, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall make

demand from the Allottee as per the next milestone of the Payment Plan and the Allottee shall pay the same. 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 Purchaser/Allottee agrees and accepts that if the carpet area of the said apartment is found to be less upto 1% (one percent) for whatsoever reason, the Purchaser/Allottee shall not complain for the said reduction. The Purchaser/Allottee shall accept such reduced area and shall not demand for reduction in total sale price.

1.8 Subject to Clause 9.3 hereinafter recited the Promoter agrees and acknowledges the Allottee shall have the right to the Apartment as mentioned below:-

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the common area since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- (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 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 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 (FIRST SCHEDULE) 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, 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 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 D.M.C./Authority under KERA 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 which it has collected from the Allottee 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 or any liability, mortgage loan and interest 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 has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the total price of the Second Schedule the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price within the stipulated time to the Promoter in the manner specified therein.

Provided that if the allottee delays in payment towards any amount for which it is payable, he shall be liable to pay interest at the rate 1% per month.

2. **MODE OF PAYMENT:-**Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments to the Promoter within the stipulated time through A/c Payee Cheque/Demand Draft or online payment (as applicable) in favor of the Developer/Promoter payable at Deoghar.

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

3.1 The allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/their 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 shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment /remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee 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 undertakes not to object /demand/direct the Promoter to adjust his/her/their payments in any manner.

5. **TIME IS ESSENCE:-**

5.1 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/their and meeting the other obligations

under the Agreement subject to the simultaneous completion of construction by the Promoter within stipulated time.

6.

CONSTRUCTION OF THE PROJECT OR APARTMENT: -

The Allottee has seen the specifications as per schedule - 5 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 abide by such plans approved by the competent authorities and the Promoter shall also 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/purchaser after clearance of all dues as prescribed in Third Schedule. The Developer will complete the project on time and hand over the possession of the apartment to the Allottee/Purchaser by 36 (Thirty Six) months with a grace period of 6 (Six) months from the date of execution thereof 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**) 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 agrees that the Promoter shall be entitled to the extension

of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event if it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the allottee the entire amount received by the Promoter from the allotment within 45 days from that date subject to permission granted by the authorities to withdraw money from the account of Bank linked under RERA. After refund of the money paid by the Allottee, Allottee agrees that he shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

7.3 **Failure of Allottee to take possession of Apartment: -**
Upon receiving a written intimation/notice from the Promoter as per clause 7.2, the allottee shall take possession of the apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, and the Promoter shall

give possession of the Apartment to the allottee. In case the Allottee fails to take possession immediately after such information such Allottee shall continue to be liable to pay maintenance charges as applicable but in the event of non-response by the Allottee for 60days, the Developer shall have right to cancel the allotment by service its intention to the allottee and in such case Clause 7.5 will be attracted.

7.4 **Possession by the Allottee:** - After obtaining handing over Physical possession of the Apartment to the Allottee, 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 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 in writing, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 **Compensation:** - The Land Owners 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 Clause shall not be barred by limitation provided under any law for the time being in force.

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 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 45days.

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

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

- (i) The Landowner/Confirming Party has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.
- (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.

- (vi) The Promoter/Land Owner have the rights to enter in to this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter/Land Owner has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter/Land Owner confirms that the Promoter/Land Owner is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of formation of maintenance Society the Promoter as well as the Landowner (Confirming Party) shall handover and/or confirm the factum of handing over (if already handed over lawful, vacant, peaceful, physical possession of the 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 Promoter has 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or

requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

9.1 Subject to the Force Majeure clause or otherwise reasons, for the reason beyond the control of the Promoter/Land Owners, the Promoter shall be considered under a condition of default, in the following events:

(i) Promoter/Land Owners fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making farther payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest ; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee

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 2 (two) consecutive demands made by the Promoter within stipulated time, despite

having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate of 1.5% per month.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive two months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT :- The Promoter/Land Owner, on receipt of complete amount of the Price of Apartment under the Agreement from the Allottee, shall along with the Landowner (Confirming Party) 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 fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded, the Allottee 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. 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 (ics).

11. MAINTENANCE OF THE SAID BUILDING OR APARTMENT OR PROJECT: - The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the

association of the allottees. However, the Purchaser/Allottee 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 as decided by the maintenance association of the area comprised in the unit. Common portion, area as illustrated in the Fourth SCHEDULE hereunder written.

12. **DEFECT LIABILITY:** - It is agreed that in case any structural defect is brought to the notice of the Promoter within a period of 5(five) years by the Allottee from the date of handing over possession subject to certification of concerning project structural engineer, it shall be the duty of the Promoter to rectify such defects without further charge. Any defects if occurs on account of any act, omission or negligence or otherwise on the part of the Allottee/Purchaser then in that event the Promoter shall have no liability or responsibility and the Allottee 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 hereby agrees to purchase the Apartment on the specific understanding that is his/her/their right to the use of Common Areas (which excludes the basement and 5th floor/ roof exclusively belonging to developers share) 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/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 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 PRADHAN ELEGANCE shall be and has been earmarked for purposes such as parking spaces and utility services including but not limited to electric panel board, transformer, DG set, pump rooms, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the parking in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.
16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT** :- Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall inter-alia 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, 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 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 further undertakes, assures and guarantees that he/she/their 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 shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:** -The Allottee is entering into this Agreement for the allotment of a 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/their shall comply with and carry out, from time to time after he/she/their has taken over for occupation and use the said

Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her 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 FIRST SCHEDULE property.
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 who has taken or agreed to take such Apartment.
20. **THE JHARKHAND APARTMENT (FLAT) OWNERSHIP ACT, 2011:-** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment (Flat) Ownership 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 by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments within stipulated time. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement, application of the Allottee shall be treated as cancelled and all sums deposited by the

Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT :-** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said 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 (subject to due permission in writing by the Promoter), 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 in not making payments within stipulated time including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to

exercise such discretion in the case of other Allottees. Likewise the Allottee/Purchaser 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 conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
27. **METHOD OF CALCULATION 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 area of the Apartment or Plot bears to the total carpet area of all the Apartments in the Project.
28. **FURTHER ASSURANCES**: -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 completed only upon its execution by the Promoter through its authorized signatory along with Landowners (Confirming Party) through its constituted Attorney at the Promoter's office, or at some other place within Indian Territory, which may be mutually agreed between the Promoter and the Allottee.
30. **NOTICES :-** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the promoter by Registered Post at their respective addresses specified above :
It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post or e-mail, failing which all communications and letters posted at the above address or through e-mail shall be deemed to have been received by the promoter or the Allottee, as the case may be.
31. **JOINT ALLOTTEES:** - That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/their which 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 PURCHASER 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 Purchaser in the said building/Flat beyond the facilities as specified and agreed to be provided by the DEVELOPER.
36. That the purchaser may, with the consent of the Developer and Land Owner nominate / assign any person/s in whose name the final deed of conveyance of "the Said Unit" shall be executed and registered at the Purchaser's 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 Land Owners, the Developer and such nominee/assignee.
37. That it is hereby agreed between the PURCHASER and the DEVELOPER that in case the PURCHASER gets his/her/their flat financed from any bank / financial institution and subsequently this deal gets cancelled for any reason, whatsoever, then the DEVELOPER / Builder shall be bound first to repay the amount payable to the PURCHASER to such bank / financial institution with whom the PURCHASER has/have mortgaged his/her/their flat.

against / towards the liability of the PURCHASER and the residue if any, shall be returned to the PURCHASER.

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

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

WITNESSES

1.

DEVELOPER/FIRST PART

2.

LAND OWNER /SECOND PART

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Amitabh Sen
Director

ALLOTTEE/ THIRD PART

THE FIRST SCHEDULE ABOVE REFERRED TO :

(The said land)

All that piece and parcel of land being Revenue freehold land having permanent heritable and transferable rights under Town Plot No.- 82A appertaining to Khata No.193, Touzi No. 132-B part, Holding No.(new): 0010001114000M0, total admeasuring area 7 Katha (9545 Sq. Ft.), situated at village Nilkanthpur- Noorpur, P.S.: Town PS., Thana No.415, Circle : Deoghar, in the town and District of Deoghar, Jharkhand vide Sale Deed No.746/707 dated 16.02.1982 & vide Sale Deed No.70/67 dated 07.01.1987, registered at the office of the District Sub Registrar, Deoghar. The said 7 Katha (9545 Sq. Ft.) or thereabouts, butted and bounded as follows:-

North : Road.

South :Plot No.- 82 A (PART).

East :Badhaiya Kothi.

West :Damodar Ashram.

THE SECOND SCHEDULE ABOVE REFERRED TO :

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

ALL THAT the Flat bearing No. ___ on ___ Floor having carpet (excluding balcony) area ___sq.ft. (More or less)(Corresponding super built-up area _____ Sq. ft.)and One medium size car Parking Space in the surface area of the complex PRADHAN ELEGANCE having parking space No. ___ togetherwith undivided joint proportionate share in the first schedule land and undivided proportionate joint share in common areas and undivided joint interest for enjoyment of common amenities and facilities as inherent in multi-storied apartment building, butted and bounded as follows :-

North: _____

South: _____

East: _____

West: _____

THE THIRD SCHEDULE REFERRED TO ABOVE:

The total price of Apartment/Unit includes (A) undivided proportionate share in the land, proportionate cost of common areas, common facilities (B) one car parking space.

Price of the flat

Approx _____ Sq.ft. Carpet Area
with one car parking space in Surface area
of the complex Pradhan Elegance

Rs. _____/-

Deposit for Maintenance reserved fund

Rs. _____/-

Total:

Rs. _____/-

Payment Received up to Agreement

Rs. _____/-

Balance Amount Payable as per Schedule Agreed

Rs. _____/-

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common portion/area)

Maintenance Charge payable by the PURCHASER to the DEVELOPER or the Building Maintenance Committee shall include the following proportional common charges for all the common areas in the said multistoried apartment complex "PRADHAN ELEGANCE" excluding the basement and 5th floor/pent house/ roof area which is exclusively in developers share .

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.

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Debashish Sen

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, transformers etc.
6. Municipal holding Taxes, other taxes, levies and demands in respects of the premises and the building those separately assessed on the PURCHASER.
7. Cost of allocations brought or defended in common for on behalf of the Occupants or on an issue in which the Occupants have common interest.
8. Cost of formation and operation of building Maintenance committee or Association.
9. Any other change or changes to be decided or revised by DEVELOPER or LAND OWNER or maintenance committee.

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Ashutosh Saha

Director

THE FIFTH SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS

SL. NO.	FEATURE	PARTICULARS
1.	Structure	Earthquake Resistant R.C.C. frame structure.
2.	Walls	External 10" and Internal 5" Brick wall.
3.	Window	Three tracks Glazed aluminum sliding window Powder coating.
4.	Flooring	Vitrified Tiles with 4" skating
5.	Kitchen	<ol style="list-style-type: none"> 1. Flooring – Anti Skid Floor Tiles (1'X 1') 2. Working Platform – Black Granite 3. Dado - 24" Glazed Tiles 4. Sink – Steel Sink 5. Water -Water supply with CPVC pipe line in sinks and washes.
6.	Doors	<p>Main Door – 30mm thick ISI mark Flush door with laminate on Front side</p> <p>Rest Doors – 30 mm thick ISI mark Flush Door shutter on a coat of primer with fittings.</p>
7.	Chowkhats	(Door Frame) Salwood.
8.	Bathroom	<ol style="list-style-type: none"> 1. Flooring – Anti Skid Floor Tiles 2. Walls – Glazed Tiles upto 7' height 3. Sanitary Ware – White Glazed wash basin and commode of Hindware /Equivalent. 4. C.P. Fittings – Jaquar continental series or equivalent. 5. Water -Hot and Cold water supply with CPVC pipe lines in all toilets.
9.	Electrification	<ol style="list-style-type: none"> 1. Concealed electrical wiring 2. All electrical board & switches of standard make/adequate lighting/power point socket, A.C. Point one in Hall & one in Master Bedroom, etc.
10.	TV/Plug Point	One TV point & Telephone plug point provided in drawing room & one point in Master bedroom
11.	Internal Wall	All Internal Walls shall be finished with POP

	Finish	
12.	External Wall Finish	All External Walls finished with weather coat
13.	Water Proofing	Special water proofing treatment for toilets & necessary items
14.	Parking Flooring	<ol style="list-style-type: none"> 1. Ground Floor – Kota/Karapa/Tiles Flooring 2. Open Area – Pavers/cement pathway/Mozike.
15.	Common Passage	Exterior Vitrified Tiles 2'X 2' or Marbles Tiles
16.	Common Facilities	<ol style="list-style-type: none"> 1. Water Supply – Through over head tank from deep tube well boring. 2. Generator – Soundproof Generator for common passage area & 600 watt for each flat. 3. Lift – 2 (Two) nos. for each block – one for 8 PAX and one for 13 PAX. 4. Telephone – EPBAX with a Telephone Set for each flat. 5. CC TV Camera- ISI marked Cctv camera with day and night vision. 6. Fire Fighting Equipment – As per fire fighting norms. 7. Rain Water Harvesting – As per norms will be done.

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Ashutosh SSh

Director

Payment Schedule
(Installment of Payment)
(Payment plan)

Total balance amount mentioned in Part-I herein above shall be paid by the Allottee/Purchaser to the Developer/Promoter as follows:

Sl. No.	Particulars	% of amount	Amount	Remarks
1.	On Booking	5%		
2.	At the time of Agreement	10%		
3.	On completion of ground floor	10%		
4.	On completion of 1 ST floor	10%		
5.	On completion of 2 ND floor	10%		
6.	On completion of 3 RD floor	10%		
7.	On completion of 4 TH floor	10%		
8.	At the time of Brick Work	15%		
9.	At the time of Plaster	10%		
10.	Before Possession of flat.	10%		
11.	Society Reserve Fund @ Rs. 50.00			
	TOTAL	100%		

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Ashutosh SSh

Director