

## AGREEMENT FOR SALE

This Agreement for Sale executed on this .....day of ....., 20.....,

### By and Between

**M/S RAMESHWARAM INDUSTRIES** a Partnership firm having its registered office at 3<sup>rd</sup> Street, Shukla Colony, Hinoo, Ranchi - 834 002 represented through its Partner **Sri Dhananjay P. Raipat** son of Late Pratapsinh K. Raipat grandson of Late Khimji Laxmidas by faith Hindu, by caste Rajput, by occupation Business having **PAN No. AAUPR7625Q & AADHAAR No. 4774 6946 8642**, resident of 3rd Street, Shukla colony Hinoo, P.S. Doranda District Ranchi, - 834 002 (**Mobile No. 9709188684**), who has been empowered to sign on behalf of M/s Rameshwaram Industries as per clause no. 15 of Partnership Deed dated 12.03.2019, an Indian Citizen hereinafter called the **BUILDER/PROMOTER/VENDOR** of the **FIRST PART**.

(which expression shall mean and includes its successors - in-interests and assigns) of the **FIRST PART**.

AND

**Mrs.** .....W/o **Mr.** ....., daughter of ..... granddaughter of ....., by faith ....., by caste ..... by occupation ..... having **PAN No.** ..... and **AADHAAR No.** ....., (**Mobile No.....**) residing at ..... hereinafter called the "**PURCHASER**" on the **SECOND PART**.

(The expressions **BUILDER/VENDOR** and **PURCHASER** shall mean and include their respective legal heirs, successors, representatives and assigns)

AND

### Land History

**WHEREAS, Sardar Lakhbir Singh, Amarjit Kaur, Sardar Upkar Singh, Jeet Kaur, Sardar Gurkirpal Singh, Daljit Kaur, Gurpreet Kaur and Sardar Ranbir Singh, are joint OWNERS** of R.S. Plot No. 466, 467 under Khata No. 28, R.S. Plot No. 472 under Khata No. 31, and R.S. Plot no. 459 under Khata No. 46 all plots having an area 1 acre 36.5 decimals in Village Tupudana, P.S. Hatia, P.S. No. 267, District Ranchi.

**AND WHEREAS** Land in plot no. 466 and 467, under Khata no. 28, Khewat no. 3, having an area of 52 decimals situated at Village Tupudana, Thana no. 267, P.S. Hatia District Ranchi is recorded in RS Records of Rights in the name of Chamru Kumhar son of Somra Kumhar.

**AND WHERAS** Khatiyani Raiyat and successor of Khatiyani Raiyat sold the same land to Sardarin Tej Kaur wife of Sardar Praim Singh, vide registered deed no. 9907 dated 04.11.1967 which is entered in Book 1, Volume 93 Pages 326 to 331 in the year 1967 in the office of the District Sub Registrar, Ranchi.

**AND WHEREAS** after purchasing the aforesaid land Sardarin Tej Kaur got her name mutated vide Mutation case no. 78R27 1976-77 in the office of the State of Bihar now Jharkhand and was regular in paying rent and tax to the State of Bihar now Jharkhand through Circle Officer, Namkum Ranchi.

**AND WHEREAS** Land in plot no. 472, under Khata no. 31, Khewat no. 3, having an area of 33 decimals situated at Village Tupudana, Thana no. 267, P.S. Hatia District Ranchi is recorded in RS Records of Rights in the name of Jagarnath Kumhar and others.

**AND WHERAS** Successor of Khatiyani Raiyat sold 16 decimals land out of total land to Sardarin Tej Kaur wife of Sardar Praim Singh, vide registered deed no. 6704 dated 05.07.1968 which is entered in Book 1, Volume 61 Pages 74 to 76 in the year 1968 in the office of the District Sub Registrar, Ranchi.

**AND WHEREAS** after purchasing the aforesaid land Sardarin Tej Kaur got her name mutated vide Mutation case no. 5R27 1972-73 in the office of the State of Bihar now Jharkhand and was regular in paying rent and tax to the State of Bihar and Jharkhand through Circle Officer, Namkum Ranchi.

**AND WHEREAS** the land of Khata no. 46 Revisional Survey Plot no. 459 having Raiyati right situated at village Tupudana, Thana No. 267 Thana Hatia in the town of Ranchi, District Ranchi having an area 2.19 acres was originally held and possessed by Teju Ram and others as absolute owners and Raiyat of the aforesaid land.

**AND WHEREAS** erstwhile owner Mr. B. N. Mukherji purchased the above plot of by virtue of a Registered Deed of Sale on the 20<sup>th</sup> July 1942 and was in peaceful possession of the land and was paying annual rent to the State of Bihar.

**AND WHEREAS** Mr. B. N. Mukherji gifted the same land by virtue of registered deed of gift dated 14.08.1963 to Ram Krishna Mission and Ram Krishna Mission sold the same plot of land by two different deed of sale dated 20<sup>th</sup> December 1965 to Sardarni Tej Kaur wife of Sardar Praim Singh, first deed was made for an area 49.5

decimals out of total plot of land 2.19 acres of plot no. 459 by virtue of registered Deed of sale dated 20<sup>th</sup> December 1965 which was registered on 12<sup>th</sup> March 1966 entered in Book 1, Volume 6, pages 443 to 447 being Deed No. 8230 for the Year 1965 and second deed of sale was made for an area 19 decimals out of total plot of land 2.19 acres of plot no. 459 by virtue of registered Deed of sale dated 20<sup>th</sup> December 1965 which was registered on 12<sup>th</sup> March 1966 entered in Book 1, Volume 6, pages 448 to 452 being Deed No. 8231 for the Year 1965.

**AND WHEREAS** Sardarni Tej Kaur after purchasing the aforesaid land got her name mutated through the Circle Officer, Namkum Anchal and was regularly paying rent and tax to the State of Bihar (now Jharkhand) through Circle Officer, Namkum.

**AND WHEREAS** Sardarni Tej Kaur after purchasing the aforesaid land constructed a double storied building known as PUNIT BHAWAN in area 15.15 decimals out of total area 59.5 decimals in R.S. Plot No. 459, Sub Plot No. 459/B and maintained peaceful possession over the same without any interruption and disturbance during whole of this lifetime and she expired on 31.12.1996, leaving behind her five sons namely Sardar Manohar Singh, Sardar Niranjn Singh, Sardar Lakhbir Singh, Sardar Sukhbir Singh, Sardar Ranbir Singh and two daughter namely Satwant Kaur and Amarjit Kaur as her legal heir and successor who came into peaceful possession of R.S. Plot No. 466 and 467 measuring an area 52 decimals, R.S. Plot No. 472 measuring an area 16 decimals, R.S. Plot No. 459, Sub Plot No. 459/A measuring an area 19 decimals and R.S. Plot No. 459, Sub Plot No. 459/B measuring an area 49.5 decimals. Total area of all plots of land 136.5 decimals.

**AND WHEREAS** Sardar Manohar Singh died leaving behind his son namely Sardar Upkar Singh. Sardar Niranjn Singh died leaving behind his wife Jeet Kaur and one son namely Gurkirpal Singh, and Sardar Sukhbir Singh died leaving behind his wife namely Daljit Kaur and one daughter namely Gurpreet Kaur. After that Satwant Kaur, Sardar Upkar Singh, Jeet Kaur, Gurkirpal Singh, Sardar Lakhbir Singh, Daljit Kaur, Gurpreet Kaur, Amarjit Kaur and Sardar Ranbir Singh as her legal heirs and successor of aforesaid property and all got their name jointly mutated with undivided share in land vide Succession Mutation case no. 4391R27 2016-17 for R.S. Plot No. 466 and 467, Mutation case no. 5513R27 2015-16 for R.S. Plot No. 472, Mutation case no. 5427R27 2015-16 for R.S. Plot No. 459, Sub Plot No. 459/A and Mutation case no. 5510R27 2015-16 for R.S. Plot No. 459, Sub Plot No. 459/B in the office of the State of Jharkhand and are regularly paying rent and tax to the State of Jharkhand through Circle Officer, Namkum.

**AND WHEREAS** Satwant Kaur, Sardar Upkar Singh, Jeet Kaur, Gurkirpal Singh, Sardar Lakhbir Singh, Daljit Kaur, Gurpreet Kaur, Amarjit Kaur and Sardar Ranbir Singh sold 21.72 decimals of land out

of total land area 49.5 decimals in R.S. Plot No. 459/B known as Sub Plot No. 459/B2 under Khata No. 46 to M/s Adharshila Structures Private Limited by virtue of Registered Deed of Sale being Deed No. 871/818 dated 14.09.2017 which is entered in Book 1, Volume 75 Pages 523 to 606 for the year 2017 in the office of the District Sub Registrar, Ranchi, Urban Area II, Ranchi.

**AND WHEREAS** after purchasing the aforesaid land M/s Adharshila Structures Private Limited got its name mutated vide Mutation case no. 3326R27 2017-18 and is regularly paying rent and tax to the State of Jharkhand through Circle Officer, Namkum Ranchi.

**AND WHEREAS**, Adharshila Structures Private Limited is owner and possessor of the adjoining land property being Sub Plot no. 459/B2 which is portion of Plot no. 459/B under Khata no. 46 (measuring an area 21.72 decimals). Satwant Kaur, Sardar Upkar Singh, Jeet Kaur, Gurkirpal Singh, Sardar Lakhbir Singh, Daljit Kaur, Gurpreet Kaur, Amarjit Kaur and Sardar Ranbir Singh owners of the plot no. 466 and 467 decided to develop their property measuring an area 31.33 decimals (more or less) out of total area 40 decimals of Plot No. 466 through the Developer Adharshila Structures Pvt. Ltd. by amalgamating their land with that of the Developer. Accordingly, both the parties decided to develop their amalgamated plots of land. For this and by mutual consent both the parties jointly applied for sanctioning the map of the proposed apartment "Punit Enclave" Block A and Block B which is already sanctioned by Ranchi Municipal Corporation, Ranchi vide B.C. case no. BP/W55/0090/18.

**AND WHEREAS** Satwant Kaur, Sardar Upkar Singh, Jeet Kaur, Gurkirpal Singh, Sardar Lakhbir Singh, Daljit Kaur, Gurpreet Kaur, Amarjit Kaur and Sardar Ranbir Singh also sold 5.76 decimals of land out of total land area 19 decimals in R.S. Plot No. 459/A known as Sub Plot No. 459/A Part under Khata No. 46 to M/s Rameshwaram Industries by virtue of Registered Deed of Sale being Deed No. 2020/RANU2/923/BK1/885 dated 09.06.2020 which is entered in Book 1, Volume 100 Pages 237 to 314 for the year 2020 in the office of the District Sub Registrar, Ranchi, Urban Area II, Ranchi.

**AND WHEREAS** after purchasing the aforesaid land M/s Rameshwaram Industries got its name mutated vide Mutation case no. 2983R27 2020-21 in the office of the State of Jharkhand and is regularly paying rent and tax to the State of Jharkhand through Circle Officer, Namkum Ranchi.

**AND WHEREAS** during the construction of said apartment Satwant Kaur expired un-married on 22.09.2020. After the death of Satwant Kaur her undivided share in land of all plots automatically merged in remaining owners of the all plots namely Sardar Upkar Singh, Jeet Kaur, Gurkirpal Singh, Sardar Lakhbir Singh, Daljit Kaur, Gurpreet Kaur, Amarjit Kaur and Sardar Ranbir Singh.

**AND WHEREAS** now once again Sardar Upkar Singh, Jeet Kaur, Gurkirpal Singh, Sardar Lakhbir Singh, Daljit Kaur, Gurpreet Kaur, Amarjit Kaur and Sardar Ranbir Singh desired to develop their remaining part of all amalgamated plots of land (8.67 decimals in plot no. 466 + 12 decimals in plot no. 467 + 16 decimals in plot 472 + 13.24 decimals in sub plot no. 459/A Part + 12.59 decimals in sub plot no. 459/B Part) Total area 62.50 decimals. The LANDOWNERS have represented that they are absolutely seized and possessed of and otherwise well and sufficiently entitled to the **LAND PROPERTY** described in **SCHEDULE A**.

**AND WHEREAS** in the facts and circumstances as aforesaid the LANDOWNERS are interested in getting a Multi-storey residential building developed and constructed on Schedule land and to acquire a part of super built up area mentioned herein below as Land Owner's Allocation, as absolute owners as consideration in exchange for the full and final value of the Schedule land /property.

**AND WHEREAS** the map of the proposed apartment **PUNIT ENCLAVE Block C** is already sanctioned by **Ranchi Municipal Corporation, Ranchi vide B.C. case no. RMC/BP/0433/W55/2020** dated **23/2/2021**.

**AND WHEREAS** the Confirming Party/Builder is entitled to **BUILDERS ALLOCATION** which he is free to sale and also is authorized to nominate such purchaser of his share to the Landowner. The Landowner is bound to register undivided and un-demarcated share of land property to such Purchaser.

**AND WHEREAS**, Flat no. .... is part of the **BUILDERS ALLOCATION**.

- A. This Said Land is earmarked for the purpose of building a residential project, comprising multistoried apartment and the said project shall be known as **Punit Enclave**– Block “C”;
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- C. The Ranchi Regional Authority, Ranchi has approved the plan for develop the Project vide **B.C. Case No. RMC/BP/0433/W55/2020** dated **23/2/2021**.
- D. The Promoter has obtained the final layout plan approvals for the Project from Ranchi Municipal Corporation, Ranchi. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- E. The Promoter has applied the Project under the provisions of the Act with the Real Estate Regulatory Authority.
- F. The Allottee had applied for a flat in the **Punit Enclave Block C** and has been allotted flat no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, on \_\_\_\_\_ floor in ..... direction along with car parking space no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the ground floor, as permissible under the applicable law and of pro rata share in the common areas [**Common Areas**] as defined under clause (n) of Section 2 of the Act [hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment in annexed hereto and marked as **Schedule B**];
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the allottee hereby agrees to purchase the flat and the car parking space [if applicable] as specified in para G;

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the flat no. .... as specified in para G;
- 1.2 The Total Price for the flat based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only (**"Total Price"**))

Rate of flat @ ..... per square feet with Proportionate share of land, common facilities, car parking space, and electric meter excluding government taxes like GST and other taxes.

Punit Enclave Block C	Basic cost of Flat	
Flat no. ....	GST @.....%	
Floor .....	Total Amount	
Direction .....		

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the promoter towards the flat;
- (ii) The Total Price above includes Taxes (consisting, of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the flat:  
  

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/ modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of flat includes: 1) Pro rata share in the Common Areas; and 2) car parking as provided in the Agreement.

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 the effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

- 1.5 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 proponent. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 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, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the 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 specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment or Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment or Plot;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas, Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common 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. It is clarified that the promoter

shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) Construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc., and includes cost for providing all other facilities as provided within the Project made clear by the Promoter and the Allottee agrees that the flat.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the flat 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 delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **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, 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 RAMESHWARAM INDUSTRIES, payable at Ranchi.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of

India Act and Rules and regulations made thereunder or any statutory amendment (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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

**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 or Plot to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

**6. CONSTRUCTION OF THE PROJECT OR APARTMENT: -**

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plants [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. 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 shall also strictly abide by bye-laws, FAR and density norms and provisions prescribed by the Jharkhand Building Bylaws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provide under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

**7.1 Schedule for possession of the said flat: -**The Promoter agrees and understands that timely delivery of possession of the flat is the essence of the Agreement. The Promoter, based on the approved plans specifications, and assures hand over possession of the flat to on 30<sup>th</sup> May 2022 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project [**Force Majeure**]. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he shall not have any rights, claims etc. against the Promoter and 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 obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment or Plot, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment or Plot 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 allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate\* of the Project.

**7.3 Failure of Allottee to take Possession of Apartment or Plot: -** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment or Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.4 Possession by the Allottee: -** After obtaining the occupancy certificate\* and handing over physical possession of the flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common area, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee: -** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**7.6 Compensation: -**The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the flat in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment or Plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act, Provided that where if

the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the flat.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: -**

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

- (i) The Land Owner(s) 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 flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and flat 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 flat and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said flat which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the flat 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 shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and /or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the 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, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the flat 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 further 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 under any head whatsoever towards the purchase of the flat, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the flat.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the flat 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.

1. **CONVEYANCE OF THE SAID FLAT:** -The Promoter, on receipt of complete amount of the Price of the flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. 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 authorities). All costs of preparations and stamp duty of this Agreement and all other documents and declarations to be made or executed in pursuance hereof shall be paid and borne by the **PURCHASER**. Documentation and other incidental charges @1% of the agreement value will be paid by the **PURCHASER** at the time of registration of the flat.

10. **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. The cost of such maintenance has been included in the Total Price of the flat.

The Allottee is covenant with the Promoter that he/she shall not alter the outer walls/elevation so as the uniformity of the building and elevation/look remain the same. It is obligatory on the part of the Allottee to paint the walls of the balcony area in white colour or as decided by the Promoter.

11. **DEFECT LIABILITY:-** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development 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, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
12. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-** The Allottee hereby agrees to purchase the flat on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.
13. **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, garages, closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or Plot 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.
14. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:-** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, repair and keep it in good condition and shall not do or suffer to be done anything in or to the Building, or the in good, or the staircases, lifts, common passage, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the flat and keep the flat , its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or

advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the flat 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.

15. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:** - The Allottee is entering into this Agreement for the allotment of a flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes, that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the flat /at his/her own cost.
16. **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.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-** After the Promoter executes this Agreement he shall not mortgage or create a charge on the flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such flat.
18. **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.
19. **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 due as stipulated in the Payment Plan within thirty days from the date of receipt by the Allottee.

20. **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 regards to the said flat, as the case may be.
21. **RIGHT TO AMEND:** - This Agreement may only be amended through written consent of the Parties.
22. **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 flat, in case of a transfer, as the said obligations go along with the flat for all intents and purposes.
23. **WAIVER NOT A LIMITATION TO ENFORCE:-**
- 23.1 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 as per the Payment Plan including waiving the payment of interest for delayed 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.
- 23.2 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.
24. **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.
25. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: -**

Whenever 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 carpet area of the flat bears to the total carpet area of all the flat in the Project.

**26. FURTHER ASSURANCES: -**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**27. PLACE OF EXECUTION: -**

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

**28. NOTICE: -**

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 Email and/or Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee Address)

Promoter name: -

M/s RAMESHWARAM INDUSTRIES

Promoter Address: -

3rd Street, Shukla Colony,

Hinoo, Ranchi – 834002

Email-draipat@hotmail.com

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 Email and/or Registered Post failing which all communications and

letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**29. 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 which shall for all intents and purposes to consider as properly served on all the Allottees.

**30. 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.

**31. 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 arbitral proceedings which shall be conducted and shall be governed by the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Ranchi. And failing which through the adjudicating officer appointed under the Act.

**SCHEDULE "A" (LAND PROPERTY)**

All that piece and parcel of land property situated at Village Tupudana, measuring 62.54 decimals (an area 3.11 decimals gifted to RMC for Road Widening from sub plot no. 549/A part out of total area 13.24 decimals) remaining area 59.43 decimals (more or less)

Khata No.	RS Plot no.	Sub Plot no.	Village	Thana	Thana no.	Ward no.	District	Area
28	466	466 Part	Tupudana	Hatia	267	55	Ranchi	8.67
28	467	-	Tupudana	Hatia	267	55	Ranchi	12.00
31	472	-	Tupudana	Hatia	267	55	Ranchi	16.00
46	459	459/A Part	Tupudana	Hatia	267	55	Ranchi	10.13
46	459	459/B Part	Tupudana	Hatia	267	55	Ranchi	12.63
Total								59.43

Butted and bounded as follows: -

North – Part of R.S. Plot No. 459 and 466

South – R.S. Plot No. 468, 469 and Part of Plot No. 472  
 East – Road and part of Plot No. 549  
 West – Plot No. 473 & 475

**SCHEDULE ‘B’ –**

Flat no. .... of ..... square feet carpet area in the ..... direction of ..... floor of the “Punit Enclave Block C” along with undivided and undemarcated proportionate share of land ..... sqft and car parking space no. .... in the ground floor, approved floor plan of the flat attached herewith.

**SCHEDULE ‘C’ –**

That the total consideration amount of Rs. ..../- (Rs. ....) only against flat no. .... on ..... floor of Punit Enclave, Ranchi Chaibasa Road, Tupudana, Ranchi is payable by the following instalments by the **PURCHASER** to the **CONFIRMING PARTY/BUILDER**.

Particulars	Basic Amount	GST Amount	Total
Booking Amount			
By _____			
At the Time of Foundation			
At the Time of Second Roof Casting			
At the Time of Fourth Roof Casting			
At the Completion of Wall Work			
Fifteen Days Before Possession			

Advance of Rs. .... (Rupees ..... only) only has been received as advance till now. The possession of Flat will be given after the full payment paid by the purchaser to the Builder and after deed of sale will be registered in her favour under the Registration Act 1908.

**CERTIFICATE**

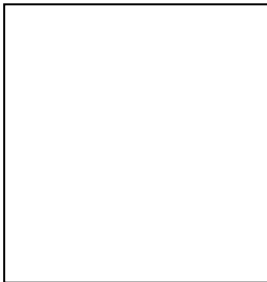
It is certified that the above referred schedule land is not a Tribal Land. It is not acquired by Government or for Government or Non-Government, Army Force, or any other purposes. It is not a forest land, nor a land of C.C.L., H.E.C.L., B.C.C.L. There is no Temple, Mosque, and Church over the aforesaid land. And further that the Principle is alive and Power of Attorney given by him to Dhananjay P Raipat has not been revoked by him and is valid till date.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

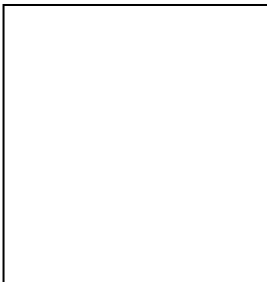
Promoter/Developer

M/s RAMESHWARAM INDUSTRIES  
Through its Partner Dhananjay P. Raipat



Allottee:

\_\_\_\_\_



Witnesses:

1.

2.

Deepak Verma  
Advocate  
L.N. 1230/2000