

AGREEMENT FOR SALE

THIS Agreement is made on this the day of and year (Two thousand Twenty _____) of the Christian Era, here at Ranchi.

BETWEEN

M/s NAND VATIKA DEVELOPERS PRIVATE LIMITED, a Company incorporated under the Indian Companies Act 2013 vide registration no. U51909WB1994PTC065980 having its corporate office at Opp. Krishi Bhawan, Kanke Road Ranchi, Dist. Ranchi, pin Code: 834008. The company shall be represented through its Director and Authorized Signatory Shri Ranjan Kumar Fogla, son of Late Shri Nand Kishore Fogla, grandson of Late Shri Gobind Lal Fogla, age about 46 years, by caste General-Agrawal (Not covered under CNT Act 1908), by faith Hindu, by occupation Business, resident of Opp. Krishi Bhawan, Kanke Road, Ranchi, P.S. Gonda, Dist. Ranchi, Jharkhand (hereinafter for the sake of brevity/convenience shall be referred to and called the **BUILDER / VENDOR**) of the **FIRST PART**.

PAN: AAACD9583G

UID: xxxx - xxxx - xxxx

AND

....., age about years, Mobile No., son of, Grand Son of by Caste, by Faith by Occupation, resident of hereinafter called the "INTENDING PURCHASER(S)". (The expressions Intending Purchaser shall mean and include his/her/ their respective legal heirs, successors, representatives and assigns) on the **SECOND PART**.

PAN No.:

UID No.:

The terms and expressions the "**VENDOR/BUILDER**" and "**INTENDING PURCHASER**" which expression shall unless repugnant to or excluded by the context be deemed to include its successor in interest, executors, administrators and legal representatives

WHEREAS in this agreement called the Agreement for Sale unless it be contrary to the context, the following words shall have the following meanings: -

- a) "**SCHEDULE LAND**" shall mean all that the piece or parcel of the land described in the schedule- A hereunder written and include any new building or buildings

and/or the additional storey or stories for the time being constructed there at from time to time.

- b) **“BUILDING”** - shall mean the new multi-storied building consisting several units for residential use to be constructed on the land given in schedule- ‘A’ of this deed by the Builder at its own cost and expenses as per plan duly sanctioned or deemed sanctioned by competent authority of Ranchi Municipal Corporation Ranchi or any such authorized body of Ranchi.
- c) **“FLAT”** as described in Schedule- B.
- d) **“COMMON PARTS”** as described in the Schedule- C.
- e) **“COMMON EASEMENTS”** in relation to any flat shall mean the easements quasi-easements, rights, privileges and appurtenances appertaining to such flat for the reasonable enjoyment and occupation of such flat and shall also include the reciprocal easement, quasi-easements, obligations and duties of the like nature of the other flats in the said building in or upon such flat or on part thereof.
- f) **“RERA CARPET AREA”** means and includes area covered bounded by the external walls of the flat from four sides i.e. area that can be covered by carpeting the flat along with the internals walls.
- g) **“BUILT-UP AREA”** means and includes area covered and stated as under RERA CARPET AREA along with the external walls and balconies i.e. area which will be in complete possession of Purchaser
- h) **“SUPER BUILT UP AREA”** - means and includes the BUILT-UP AREA (Carpet Area with internal walls, verandah, balconies and external walls), stair case, common passages, community halls, play zones, community centers, gymnasium, Indoor games zone, Guest rooms, pool area along with changing rooms and bathrooms, Toddler zone, reading room and any other area used for providing common facilities/ basic utilities to all the flats, etc. of the proposed multi storied building.
- i) **“CO-PURCHASERS”** shall mean the person or persons other than the Intending Purchaser who acquired the flats of the said proposed building from the Builder
- j) **“PROPORTIONATE SHARE”** shall mean in the case of any flat and/or car parking space, the proportion or ratio in which the flat bear to the total land area.
- k) **“THE PRONOUN ‘HE or SHE’”** in these presents shall mean and be construed to have been used to mean any person or persons (male or female), a firm, a company or any other legal entity capable of holding property if the context so admits.
- l) **“FORCE MAJEURE”** - shall described flood, earthquake, riot, war storm, tempest, civil commotion, strike, lock out and/or any other act including all activities under the act of god or acts and situation that commission beyond the control of the developer.

WHEREAS VENDOR is the absolute owner and in possession over the Flat No. ‘.....’ having super built up area ‘..... sq.ft.’ (.....sq.ft.), built up area ‘..... sq.ft.’ (.....sq.ft.) **and**

carpet area '.....' sq.ft.'
 (.....sq.ft.)
 having undivided proportionate share '.....' Decimals (..... decimal) of land
 in the '..... Floor' of the said apartment "NAND VATIKA GREENS", which is more
 fully described in schedule below and the same is being constructed on the land
 belonging to the Builder/FIRST PARTY. The mentioned land has been acquired by
 virtue of registered Sales Deeds mentioned in the table below, registered in the
 Office of the Sub-Registrar, Ranchi.

Table 1: Details of Registered Deeds by which the Developer has acquired the Land

Sl. No.	Deed No.	Date of Execution	Book No.	Volume No.	Page No.	Mutation Case No.
1	7227	17/10/2019	1	926	61-228	1920/R27 2019-20
2	8206	27/11/2019	1	1063	161-364	2552/R27 2019-20
3	3515	09/07/2020	1	484	459-586	566/R27 2020-21
4	6548	16/09/2021	1	872	1-74	1874/R27 2021-22

AND WHEREAS the Builder/ FIRST PARTY is the absolute and beneficial owner of land measuring more or less 3.00 acres bearing the below mentioned Plot Nos., Khata Nos., and Holding Nos., within Ward No.: 8 [New Ward No.: 8], at Village Bariatu of Anchal Bargain, being part of the area under Ranchi Municipality, Ranchi Municipal Corporation, P.S. Bariatu, district Ranchi described in schedule below: -

Table 2: Details of Plots, Khatas and Holding of land

Sl. No.	Plot No.	Khata No.	Area of Land (in Decimals)	Holding No.
1.	834	4	15	0080007700000Z0
2.	835	50	62	0080007699000Z0
3.	836	37	1	0080007700000Z0
4.	837	27	37	0080007699000Z0
5.	837	27	44	0080007698000Z0
6.	838	37	10	0080007700000Z0
7.	839	27	9	0080007699000Z0
8.	839	27	117	0080007698000Z0
9.	840	8	1	0080007699000Z0

10.	841	50	4	0080007699000Z0
Total Land Area			300 Decimals	

AND WHEREAS the above mentioned part and parcel of land was acquired by Ranchi Zamindari ltd. (now known as Ranchi Enterprises and Properties Ltd.) between 1920-1945 from its then Khewatdars and have transferred the same vide registered Sales Deed as mentioned in the table 1 above to the FIRST PARTY/BUILDER on the dates mentioned hereinabove.

AND WHEREAS the land owner also the FIRST PARTY/BUILDER in this case have got the land mutated their name before Bargain Anchal, Ranchi vide Mutation Case Nos. mentioned in the table 1 above and have been paying the applicable rent and taxes since then.

AND WHEREAS the land owner/ FIRST PARTY desired to develop the aforesaid mentioned land by constructing a residential multistoried complex "**NAND VATIKA GREENS**"

AND WHEREAS the FISRT PARTY designed a plan for the multistoried residential complex over the land and has got its plan sanctioned by Ranchi Municipal Corporation, Ranchi vide **B.C. Case No. RMC/AH/0144/W08/2021** dated xx.12.2021.

AND WHEREAS as per the regulations for constructing multi-storied buildings, the FISRT PARTY has fulfilled all the necessary compliances needed for legal construction of multistoried residential complex over the land and so has got the Environmental clearance from the **State Level Environment Impact Assessment Authority of Jharkhand** vide letter no. **EC/SEIAA/2021-22/2459/2021/198** dated **30/10/2021** with the validity of 7 years. Also, the FIRST PARTY has received clearance from the **Jharkhand State Pollution Control Board** for the construction of the mentioned building without any obstruction vide letter no.: **11554144** dated

AND WHEREAS **NAND VATIKA GREENS** is an Indian Green Building Council Platinum pre-certified project with registration No: **GH 20 0283** provided by the Confederation of Indian Industries.

AND WHEREAS the Intending Purchaser has inspected the Title Deeds of the land along with all other necessary documents mentioned above and has satisfied himself/herself/themselves about the details of the project. The Intending Purchaser therefore agrees to enter into this agreement to acquire right title over Flat no.- "....." on the "..... Floor" having super built-up area Sq. ft. (.....sq.ft.) approx., built area Sq. ft. (.....sq.ft.) approx., carpet area Sq. ft. (.....sq.ft.) approx and car parking space (which includes designated parking spaces for 1 4-wheeler, 1 2-wheeler and 1 bicycle) along with undivided proportionate land admeasuring Decimals (..... decimals) of the proposed multi storied residential building namely "**NAND VATIKA GREENS**" more fully described in the

SCHEDULE – ‘B’ constructed over SCHEDULE ‘A’ land hereto including all internal partition walls, all outer walls, fifty-percent of the walls common with the adjacent floor space (if any) together with common easements and rights in common parts, the common amenities and the common conveniences relating thereto on terms and conditions herein after appearing.

AND WHEREAS on receiving all clarification related to all documents, the Intending Purchaser has agreed to acquire the above stated flat with a consideration amount of Rs. (Rupees only to the FIRST PARTY/Builder which shall be paid as per the terms mentioned in SCHEDULE – ‘D’ of this document.

NOW THIS AGREEMENT WITNESSETH BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. That the Intending Purchaser/s has agreed to purchase a Flat no.- "....." on the "..... Floor" having super built-up area "..... Sq. ft." approx. (.....sq.ft.) approx., built area Sq. ft. (.....sq.ft.) approx., carpet area Sq. ft. (.....sq.ft.) approx and car parking space (which includes designated parking spaces for 1 4-wheeler, 1 2-wheeler and 1 bicycle) along with undivided proportionate share of land mentioned above of the proposed multi storied residential building complex namely "NAND VATIKA GREENS" more fully described in the SCHEDULE- ‘B’ constructed over land described in SCHEDULE ‘A’ for a consideration amount of **Rs./- (Rupees/- (Rupees)) only.**
2. That in consideration of the flat the Intending Purchaser has paid a sum of Rs./- by Cheque only, instrument no. being dated, in favor of Developer as part payment towards the said costs, charges and expenses as and by way of earnest money (the receipt whereof the Land owner as well as Builder hereby admit and acknowledge) and in further consideration of the Intending Purchaser agreeing to pay **Rs./- (Rupees)) only** in the manner as mentioned in payment schedule- D hereunder written. The Builder has agreed to construct and erect the said flat as per the specifications more particularly described in SCHEDULE- ‘E’.
3. That the Intending purchaser shall make all the payments towards the above-mentioned property from the account of the person/s on whose name the property will be registered while processing of Final Sale Deed post completion of the construction of the above-mentioned property. In case the payments are made from accounts of multiple owners, the property shall be registered in the name of all the persons from whose accounts payments have been made.
4. That the Intending Purchaser/s agrees to pay the said consideration amount of Rs /- (Rupees)) only to the Builder in manner as mentioned in schedule- D. All charges in respect of any additional work or alteration in the flat constructed in the said flat as may be incurred

by the Builder for the Intending Purchaser/s shall be payable to the Builder before possession/delivery to the Intending Purchaser/s. Also, all taxes set up by the local and national government (as in GST, property registration charges and fees during execution of Sale Deed) shall be paid additional over and above the consideration amount. Any flat with overall consideration amount of less than Forty Five Lakhs (<45,00,000/-) only shall be charged 1% GST on the total consideration amount and any flat with overall consideration amount of more than Forty Five Lakhs (45,00,000/-) only shall be charged 5% GST on the total consideration amount. Also, these charges mentioned are as per the current regulations and are subject to change as per any guidelines or alterations made by the State or National government.

5. That after the completion of construction of the said flat and the common parts thereof and receipt by the Intending Purchaser/s of any notice from the Builder to take possession of the said area of flat constructed, the Intending Purchaser/s shall within 30 days from then shall deposit a security amount as decided by the society then formed in the name of the NAND VATIKA GREENS Society Association. This amount shall be refundable/transferable in case the Intending Purchaser decides to transfer/sale his property to someone else anytime in the future.
6. That 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 Intending Purchaser/s.
7. In case of any damage to the common area amenities of the Society so developed, the society association will have the authority to deduct/penalize the owner/s responsible for the damage and the penalty charges will be decided as deemed suitable by the entire Society association. The refundable/transferable security amount shall be subject to this deduction before return/transfer. In case the entire Society is responsible for any sort of damage, the builder shall decide the penalty charges and shall use the same to restore the property.
8. That the Intending Purchaser/s agrees with the Builder that he may make such addition, variation and modification in the flat as may be deemed necessary or may be required to be done at the instance of the Ranchi Municipal Corporation or any other competent government authority authorized to monitor construction projects. The Builder has full right to submit the sanctioned plan for re-sanction at any point of time for such addition, variation and modification. The Intending Purchaser shall not be entitled to any compensation nor to rescind this contract in case of any addition, alteration or deviation that may be done by the Builder and the Intending Purchaser/s hereby gives his/her/their consent to such additions, variations, alterations, modifications and deviations and the Intending Purchaser/s shall not be entitled to make any objections thereto.
9. That the Builder has the right to re-assess the building plan so passed by the competent authority in order to incorporate mandatory or essential regulations or features introduced by any competent authority, which might lead to deviation in the overall Super built-up area. Also, during construction if the carpet area/Built-up area or Super built-up area of any flat changes due to the intervention or changes made by any competent authority, the cost of the flat shall change by the margin of changes made at the rate of chargeable amount on per square feet basis decided at the time of this agreement.
10. That the Builder shall have first lien and charge on the said flat and on all other rights and interest appertaining thereto including the Intending Purchaser's interest in the said

property for all dues and damages on any account whatsoever as are or may be due and payable by the Intending Purchaser/s to the Builder in this agreement.

11. That under no circumstances possession of the said flat will be given by the Builder to the Intending Purchaser/s until and unless all payments, deposits and dues required to be made as per the clauses of this agreement by the Intending Purchaser/s have been paid in full to the builder. Subject as here in before stated and also subject to the terms contained in the Agreement, the possession of the said flat will be given to the purchase after full payment and/or at the time of registration.
12. That except in respect of the undivided proportionate share or interest in the said property agreed to be sold by the Builder and except the rights in the said flat/s, the easements, quasi-easements, benefits, privileges and advantages in common to be conferred or granted by or under the conveyance to be executed and registered in favor of the Intending Purchaser/s. He/She/They shall have no claim or right of any nature in the other flats, floor spaces and areas of the said property and/or the said building adjoining above or beneath of his/her/their flat/s.
13. That the Intending Purchaser/s have no any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof until the execution and registration of the appropriate sale deed in favor of the Intending Purchaser/s by the Builder/Land Owners or through their constituted power of attorney. Such sale deed shall contain all usual terms and covenants as contained in case of a sale deed of flat and shall be prepared registered and completed by the Builder at the cost of the Intending Purchaser/s. Further, it will be liability of the Intending Purchaser/s to pay any taxes, duties, levies, surcharges, Service taxes, GST, etc. levied either by the state Govt. or by the Central Govt. or jointly by them currently or in future on full or part of the flat or on the undivided proportionate share of the Intending Purchasers' land. In case Extra amenities have to be provided to the Intending Purchaser/s at the instance of Ranchi Municipal Corporation, the same will be chargeable. The registration cost of the sale deed (stamp duties, registration fee and miscellaneous charges) will be borne by the Intending Purchaser/s.
14. That the Intending Purchaser must get the property mutated in the Circle Office of Bargain Anchal at his name and get holding number from the Ranchi Municipal Corporation for the same name post execution of Sales Deed. Thereafter, he must be liable to pay all the rents and taxes levied by any authority of the government of Jharkhand. Post the execution of Sales Deed for the property the Builder, also the landowner in this case shall not be liable for any sort of taxes for the property transferred.
15. That unless prevented by unavoidable circumstances as aforesaid the Builder shall within the time aforesaid construct and complete construction of the said flat for and on behalf of the Intending Purchaser/s and shall deliver possession thereof to the Intending Purchasers and shall also on or before the said date complete the common parts thereof for beneficial use and enjoyment of the said flat in a substantial workmanlike manner and in conformity with the said sanctioned plan with proper and suitable walls, ceilings, floors, partitions, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of the said flat in decent style.
16. That it is explicitly understood that the Builder would enter into and execute similar agreements with such other persons or other Purchasers for other flats/proportion of construction not involving the property already entered into an agreement with any

Intending Purchaser from time to time. Any property as such shall only be again sold once the Intending Purchaser cancels this agreement/ or stands defaulter and is liable/deemed necessary by the Builder to cancel the agreement.

17. That after execution and completion of the conveyance deed by and between the Builder and the Intending Purchaser/s and after completion of the said building and until such time as an association or society is formed the landowner/Builder shall have absolute authority and control as regards the parts or portions of the said building not in the possession of the Intending Purchasers and/or any other CO-Purchasers after completion thereof. The costs/charges/taxes to the formation of such association and/or society shall be borne and paid on pro-rata basis by the Intending Purchaser/s, the CO-Purchaser, and/or the Builder in respect of any flat of the said property still not in possession of any Intending Purchasers/CO-Purchasers.
18. That the Intending Purchaser must make sure to verify all the fittings, appliances installed dimensions and other things in the flat handed over by the Builder. The Builder shall not be liable for any issues after the date of possession in case everything has been working in perfect condition when inspected; the Purchaser/s shall not raise any objection or make any claim of any nature whatsoever regarding construction of the said unit. The said unit shall for all purposes constructed as per the details mentioned in SCHEDULE – ‘E’ be deemed to be completed and the Builder provides reasonable egress and ingress thereto along with proper source of water and electric connections in the unit (temporary or permanent connections therein).
19. That in case the Intending Purchaser/s fails any payment schedule (as per the details mentioned in SCHEDULE – ‘D’) or neglects to pay to the Builder after maximum of two reminder notices from the Builder on the address provided by the Intending Purchaser in this agreement and the amount becomes due and payable hereunder or any portion thereof within the respective periods as mentioned in schedule- D, the Builder shall have the following options in either scenario: -
 - a) To charge additional interest on the sum that is delayed by the Intending Purchaser/s as per the rates accepted and granted by the RERA guidelines which shall be applicable until the time the missed payment schedule is cleared. The payments made after the interval by the Intending Purchaser/s shall be treated firstly for the ongoing schedule and then the extra payments shall be treated for the missed schedule.
 - b) To treat this agreement cancelled and to forfeit all or any sum paid by the Intending Purchaser/s to the Builder depending on the amount paid, punctuality in the payment schedule and demand of the flat turned down by the Builder due to this agreement. This agreement for sale entered between the Builder and the Intending Purchaser/s shall stand completely revoked.
 - c) To sale or demise the said flat to any Prospective Purchaser without any notice or reference, deeming that this agreement with the Intending Purchaser/s stands cancelled.
20. That in case the Intending Purchaser/s fails to pay the common expenses/ maintenance charges, the charges for electricity consumed by his/her/them in the common area of the building and/or any other amounts becoming due and payable hereunder and part thereof within the time and in the matter aforesaid or uses the flat aforesaid for any purpose other than the purpose permitted hereunder or fails to observe or perform any of the terms and conditions under these presents then in any of such events the Builder

shall have in addition to other rights that it may otherwise be entitled under the law, in respect of the said flat and also to disconnect and otherwise to stop supply of electricity, water and other common facilities and/or amenities provided in the said building for which the payment is being delayed. Also, the Intending Purchaser/s delaying the payments shall be liable to pay the extra charges levied by the department to which the payment has to be made due to the delay/default in payment.

21. That after the possession of the flat has been given to the Intending Purchaser/s by the Builder, the Intending Purchaser/s and the Co-Purchasers shall be liable to pay a monthly maintenance cost to the Builder initially and then to the Society Association at the rate decided by the Builder and then the Society Association depending upon the funds required to maintain all the equipment's, facilities and provision provided by the Builder. This cost would depend on the market inflation and hence shall not remain fixed for a very long period of time.
22. That on the completion of the said building and on receipt of a due certificate from the Builder, all the Purchaser/s shall form an association of Flat Owners which shall repair and maintain the building and land property and which shall pay all the charges or various Government duties and levies and taxes or any other outgoing relating to the said property. The expenses accrued on all these accounts or any other account relating to the said land property and the building shall be payable by all the Flat Owners. The Flat Owner's Association shall be the apex body relating to the interest of all the Flat Owners and shall work for the peaceful living of all its members. Also, the Builder shall form a set of guidelines regarding the election of the governing members of the association, mentioning the responsibilities and powers in case of any nuisance. Also, the guidelines must have the directions on how to maintain the Society so formed/developed in order to increase the life of all equipment's and facilities so provided. The guidelines would include information regarding the rights that every member of the Society must have against the governing members in order to maintain parity among all and smooth governance. The Builder will be a silent permanent governing member of this association, who might act in his authority in extreme cases of disturbance and biased governance.
23. That the Intending Purchaser/s also agrees to pay to the Builder in addition to the consideration amount mentioned herein above a proportionate share of the common expenses for all taxes, outgoing and other charges described in the schedule- C hereunder written from and after the date the said flat becomes ready for occupation till the Builder makes over possession and management of the common parts to any society or association to be formed for the purpose and in default the Intending Purchaser/s shall pay interest thereon @ 2% (two percent) per month.
24. That the ledgers for the maintenance payment made by the Intending Purchaser/s and the Co-Purchasers shall be made properly by the manager/administrator appointed by the Society Association regularly. All bills and payments made shall be logged and details of the monthly accounts shall be displayed on the notice board provided there for proper view of all the flat owners. Also, in case any extra amount is saved from the amount collected, then the same shall be deposited as under a recurring deposit or fixed deposit scheme so that the same can be used when there is any major maintenance required in the premises. Any flat owners should not have any objection to this.
25. That in all matters relating to or connected with the common use, control, enjoyment, management and maintenance of the common parts by the Intending Purchaser/s and the Co-Purchasers, the Intending Purchaser/s agrees and covenants to pay in advance

the proportionate share of the recurring expenses and charges mentioned in schedule-C as and when the same becomes due. In case of any delay in the payments the Intending Purchaser/s shall be liable to pay additional interest as decide by the Society Association.

26. That the Builder agrees and covenants with the Intending Purchaser/s that the Builder shall complete the said flat and the common parts thereof in all respects so long as the Intending Purchaser/s fulfils his obligations.
27. That upon completion of the building as a whole, the Intending Purchaser/s agrees to execute and shall execute such other deeds, documents and declarations as may be deemed necessary for common beneficial use and enjoyment of the said flat including declaration of respective rights and interest of the Intending Purchaser and CO-Purchasers in the said building and/or the said property.
28. That the Intending Purchaser/s shall not without the written consent and permission of the Builder be entitled to transfer his/her/their rights, title and interest under this presents and/or under agreement for sale including any rights or interests in equity under this presents till all his/her /their dues of whatever nature owing to the Builder is fully paid and only if the Intending Purchaser/s has not been guilty of breach of or noncompliance with any of the terms and conditions of this agreement. Any transfer by the Intending Purchaser should be made only after the execution of the conveyance/Sales deed.
29. That the Intending Purchaser/s gets his/her their complete address registered with the Builder as mentioned below and it shall be his/her their responsibility to inform the Builder by registered A/D post about all subsequent changes if any in his/her/their address, failing which all notices and letters posted at the first registered address will be deemed to have been received by him/them by the Fourth day from the day same has been delivered for dispatch to the postal authorities and the Intending Purchaser/s shall be responsible for any default in payment and would be subject to consequences mentioned in this agreement.
30. That if the Intending Purchaser/s intends to introduce a nominee and as such he/she/they may/shall registers complete details of the nominee with the Builder as mentioned below: -

Name:

Address:

Phone No.:

Occupation:

Aadhar No.:

PAN No.:

Relation with the Intending Purchaser:

31. That upon possession of the said flat being delivered to the Intending Purchaser/s; the Intending Purchaser/s shall be entitled to the use the said flat for residential purpose only. Upon the flat holder taking the possession of the flat he/she/they will have no claim against the Builder in respect of any item or work in the said flat which may be alleged not to have been carried out or completed other than that mentioned by the Builder in this agreement or agreed otherwise in written.

32. That the fixtures, fittings and amenities to be provided in the said building and in the said flat and the material to be used in the construction of the said building and those as set out in the schedule hereunder written and the Purchaser/s has satisfied himself/herself/ themselves about the design of the said building.
33. That the Purchaser/s shall not let, sublet, sell, transfer assign or part with his/her/their interest or benefit of this Agreement or any other agreement concerning this flat or land property until all the dues payable by him to the Builder are fully paid up and a no due certificate is obtained in writing from the Builder.
34. That until such time as such association of the Flat Owners is formed the Intending Purchaser/s shall pay to the Builder proportionate share of expenses accrued for all municipal and other taxes and outgoing that may from time to time be levied against the land and the aforesaid building and also the maintenance cost to be incurred in the period.
35. That no interest shall be payable on deposits or payments made by the Intending Purchaser/s to the Builder on any account.
36. That in case of delay in payment by the Intending Purchaser/s of any amount herein the Purchaser/s shall be without prejudice to the other right of the Builder, also liable to pay interest at 2% per month on such amount due. The due date shall be as per schedule-D of this presents.
37. That Courts of Ranchi will alone have the jurisdiction in all legal matters arising out of or concerning any transaction.
38. That this agreement is prepared in duplicate. One copy is with the Intending Purchaser/s and other is with the Builder. Both will be treated as original for all the purposes.

SCHEDULE – ‘A’: LAND DETAILS AND BOUNDARY

ALL THAT PIECE AND PARCEL of land measuring an area **3.00 acres** under **R.S. Plot Nos. 834, 835, 836, 837, 838, 839, 840, 841**, bearing Khata Nos. 4, 8, 27, 37, 50, 56 situated at Village Bariatu, P.S. Bariatu, District Ranchi corresponding to Holding No. - 0080007698000Z0, 0080007699000Z0 and 0080007700000Z0 within old Ward No. 8, **New Ward No. 8** of Ranchi Municipal Corporation, Ranchi which is butted and bounded as follows: -

NORTH : Public Residence and Land of Riddhi Siddhi Holding
 SOUTH : Public Drain and Residence
 EAST : Common Access Road and Lands of Riddhi Siddhi Holding and Sunil Bajaj
 WEST : Public Residence and Drain

SCHEDULE – ‘B’: AREA PROPOSED TO BE TRANSFERED

- (a) All that the Flat no.- "....." on the "..... Floor" having super built-up area
 Sq. ft.
 (.....sq.ft.)
 approx., built area Sq. ft.
 (.....sq.ft.)
 approx., carpet area Sq. ft.

(.....sq.ft.)
 approx and car parking space (which includes designated parking spaces for 1 4-wheeler, 1 2-wheeler and 1 bicycle) along with undivided proportionate share of land admeasuring Decimals (..... decimals) of the proposed multi storied residential building complex namely "NAND VATIKA GREENS" constructed over land mentioned in SCHEDULE "A".

(b) Parking space in the stilt /basement /ground floor which is not the part of common area shall only be used for parking of cars etc. if the builder makes any allotment for any purpose.

SL. No.	DESCRIPTION	AREA (IN SQ. FT.)
1.	Carpet Area of the Flat	
2.	Area of Balcony and other projections	
3.	Total Built-up Area of the Flat	
4.	Total Super Built-up Area of the Flat	
5.	No. of Parking Spaces	
6.	Proportion of land in the covered Flat Area	

SCHEDULE – ‘C’: EXPENSES POST OCCUPANCY

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common areas and facilities including whitewashing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, staircase, landings, gutters, rain water pipes, motor pump, tube well, wiring and installation sewers, drains and all other common parts, fixtures, fittings and requirements in under or upon the building enjoyed or used in common by the Builder, Intending Purchasers, CO-Purchasers or other occupiers thereto.
2. The cost of cleaning, maintenance and lighting the main entrance passages, landings, staircase and other common parts of the building and its premises as enjoyed or used in common by the occupiers of the said building.
3. The salaries of managers, clerks, bill collectors, guards, gardeners, plumbers, electricians, sweepers etc. if any.
4. Municipal taxes, land rent and other taxes, outgoing etc.
5. Insurance of building against earthquake, fire, mob damages and civil commotion etc.
6. All electrical charges payable in common for the common portions of the said building.

SCHEDULE- ‘D’: PAYMENT SCHEDULE

Total Cost of the flat/s with undivided share of land and car parking payable in installment in the following manner: -

Sl. No.	Stage of Construction	Payment Schedule
1	Booking Amount	15%
2	Foundation Raft	5%
3	Basement 1 Roof Casting	
4	Basement 2 Roof Casting	5%
5	Ground Floor Roof Casting	5%
6	1st Floor Roof Casting	5%
7	2nd Floor Roof Casting	5%
8	3rd Floor Roof Casting	5%
9	4th Floor Roof Casting	5%
10	5th Floor Roof Casting	5%
11	6th Floor Roof Casting	5%
12	7th Floor Roof Casting	5%
13	8th Floor Roof Casting	5%
14	9th Floor Roof Casting	5%
15	10th Floor Roof Casting	5%
16	11th Floor Roof Casting	5%
17	12th Floor Roof Casting	
18	13th Floor Roof Casting	5%
19	14th Floor Roof Casting	
20	Brick work + Gate fixing	5%
21	Plaster, Electric and Plumbing Line	
22	Floor Tile Finish	
23	Windows and Sliders Fitting, Balcony & Window Grill	5%
24	POP, Electric Fittings and Plumbing Fittings, Flat Area Final Finishing	
25	Lift Lobby & Common Area Finishing along with Head Rooms, Water Head Tanks	
26	Possession and Registration	

SCHEDULE- 'E': SPECIFICATIONS OF FLAT

The specifications of the flats shall be as follows: -

1.	FOUNDATION	RCC Columns and pedestal anti termite treatment both in foundation and plinth.
2.	STRUCTURE	RCC Columns/Beams/Slabs.
3.	WALLS	8"-10" thick External and 5" thick internal partition

		wall.
4.	WALL FINISH	All external walls plastered and painted with cement based weather coats paints and internal walls plastered and finished with Plaster of Paris (POP).
5.	FLOOR	Vitrified Tiles 2' x 2' and granite over stair case and passages. Lift Lobby wall finished with Granite/Tile/Marble deemed suitably best during finishing
6.	WINDOWS/VENTILATORS	Three/Two track Aluminum shuttered sliding windows with glasses
7.	DOORS	Wooden door frame with Flush door/Panel door
8.	WATER ARRANGEMENT	Connection with two no of deep tube well/municipal water supply with overhead tank and connected by electric pump, rainwater harvesting with separate bore-well.
9.	TOILETS	Flooring with non-skid tiles and dado in ceramic tiles up to seven feet (7') on walls.
10.	SANITARY FITTINGS	All C.P. or brass fittings of standard make. White glazed vitreous sanitary ware, cistern of white acrylic fiber glass with hot and cold water facilities (without Geysers) MARK/CERA/HINDWARE/ESSCO/KOHLER equivalent C.P. Sanitary Fitting.
11.	KITCHEN	Granite platform with Ceramic tiles dado to 24" (24 inches) height on wall above platform
12.	ELECTRICALS	Concealed conduit copper wiring with standard fitting and fixtures (Lights, fans and other fixture not provided) Polycab /Finolex /Anchor /Havells /Gold Medal Company.
13.	ELECTRIFICATION	AC Points are to be provided through concealed wiring in drawing room and bed room, concealed point for Refrigerator in Kitchen
14.	Generator	Kirloskar/ Mahindra/ Ashok Leyland/ Eicher
15.	LIFT	KONE/ OTIS/ THYSSENKRUPP/ SCHINDLER
16.	Boundary wall and Main gate	

17.	Drainage, sewerage and drain water pipe lines	
18.	Gate lights and outside lights, electrical wiring and fixtures and other connected items.	
19.	OTHER AMENITIES	4 Seasons Swimming Pool with changing room
		Fully furnished Gymnasium
		8 Fully furnished Guest rooms
		Indoor Games Area (Pool table, Fuss ball, Table Tennis, Card room, etc)
		Reading Room
		Toddler Room with parents lounge
		Electric charging points in all parking units
		Furnished Car Washing Area in Basement
		Multi-purpose Courts
		Community Hall and Party Hall
		Community Offices
		Temple Complex with Garden
Sewage Treatment Plant		

SIGNED AND DELIVERED by the BUILDER and INDENTING PURCHASER/S on the date above written in presence of witnesses.

IN THE PRESENCE OF WITNESSES: -

1.

BUILDER

2.

INTENDING PURCHASER'S