

**THIS AGREEMENT FOR SALE is made on this the \_\_\_\_ Day of \_\_\_\_ of the year \_\_\_\_ in Ranchi, Jharkhand.**

BETWEEN

**SRI ASHOK JAISWAL**, Son of Late Raja Prasad Jaiswal and Grandson of Late Ram Sharan Choudhary, by Caste Vaishya, by Occupation- Business, Resident of Aryapuri, Road No. 2, Ratu Road, P.S. Sukhdeonagar, District Ranchi, State Jharkhand, Indian National, **LAND OWNERS/FIRST PARTY** (which term or expression unless excluded by or repugnant to the subject or context shall mean and include their respective legal heirs, successors, inheritors, representatives, executors, administrators and assigns) of the FIRST PART;

PAN- AKOPJ4003G

UID-4957 6302 7901

AND

**SRI AGHORESHWAR SAI DEVELOPERS PVT. LTD.** (PAN: AAICS7299A), a Company registered under the Companies Act, 1956, having its registered office at Sarveshwari, Khadgarha Lane, Ratu Road, Ranchi, P.S- Sukhdeonagar, District- Ranchi represented through its Director **VISHAL KUMAR JAISWAL** (UID: 3495 6787 2963), Son of Ashok Jaiswal and Grand Son of Late Raja Prasad Jaiswal, by Caste- Vaishya, Resident of Aryapuri, Road No. 2, Ratu Road, P.S. Sukhdeonagar, District Ranchi, State Jharkhand (hereinafter called the DEVELOPER of the SECOND PART.) which terms or expressions shall unless repugnant to the context or specially excluded shall mean and include their legal heirs, successors, executors, administrators, successor-in-interest and assigns.

AND

**SRI** \_\_\_\_\_ Son of \_\_\_\_\_, by faith \_\_\_\_\_, by Occupation \_\_\_\_\_, Resident of \_\_\_\_\_, P.S. \_\_\_\_\_, District \_\_\_\_\_, State \_\_\_\_\_, Indian Citizen, here in after called the "**INTENDING PURCHASER**". (The expressions Intending Purchaser/s shall mean and include his/her/their respective legal heirs, successors, representatives and assigns) on the THIRD PART,

PAN- \_\_\_\_\_

UID- \_\_\_\_\_

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**WHEREAS** in this Agreement called the Agreement for sale unless it is 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 C** here under written and include any new building or buildings and/or the additional story or stories for the time being constructed there at from time to time.

b) "FLAT" as described in **Schedule D**.

c) "COMMON PARTS" as described in **Schedule E**.

d) "COMMON EASEMENTS" in relation to any Flat shall mean the easements, quasi-easements, rights, privileges and appurtenances appertaining to such Flat and shall also include the reciprocal easement, quasi-easements, obligations and duties of like nature of the other flats in the said building in or upon such Flat or on part thereof.

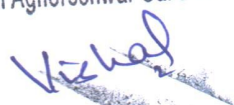
e) "CO-PURCHASER/S" shall mean the person or persons who acquired the Flats of the said proposed building from the Land Owner's share of Developer's share.

f) "PRINCIPAL AGREEMENT" shall mean the Agreement dated 19.08.2021 between above named Land Owner and Developer.

g) "PROPORTIONATE SHARE" shall mean in the case of any Flat and/or car parking space, the proportion or ratio which the Flat bear to the total land area.

h) "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.

**AND WHEREAS** the above said LAND OWNER is the absolute owner and is in peaceful physical possession over land measuring 1.65 Decimals being portion



of Plot No. 501, Sub Plot No. 501/B-3, land measuring 8.27 Decimals being portion of Plot No. 509, Sub Plot No. 509/B-2 and 16.53 Decimals being portion of Plot No. 501, Sub Plot No. 501/B-2 total land measuring 16 Katha i.e. 26.45 Decimals under Khata No. 66 situated at Village - Madhukam Revenue P.S. Ranchi, P.S. No. 204, at present P.S. - Sukhdeonagar, District - Ranchi bearing New Holding No. 0360004131000Z0 within Old Ward No. 36 New Ward No. 34 of Ranchi Municipal Corporation, Ranchi more fully and particularly described in the schedule below.

**AND WHEREAS** Khata No. 66, Plot No. 501, Area 70 Decimals, Plot No. 509, Area 2 Acre 49 Decimals, Plot No. 510, Area 67 Decimals total area 3 Acre 86 Decimals situated at Village - Madhukam Revenue P.S. Ranchi, P.S. No. 204, at present P.S. - Sukhdeonagar, District - Ranchi is recorded in Revisional Survey Records of Right in the name of Saiyad Mohammad Bajir Shah son of Saiyad Ahad Shah as Kayami.

**AND WHEREAS** said Khatiyani Raiyat Saiyad Mohammad Bajir Shah, Resident of Pahadi Tola, Ranchi had sold said land measuring 3 Acre 86 Decimals to Bibi Sahidan wife of Mohammad Miyan Jan, Resident of Village -Hindpiri, P.S. & District - Ranchi vide Sale Deed dated 06.02.1939 registered in the office of District Sub Registrar, Ranchi since the date of purchase Bibi Sahidan remained in peaceful possession over the said land.

**AND WHEREAS** said Bibi Sahidan died leaving behind four sons 1. Abu Jafar Mohamamd Jalil, 2. Ali Hasan 3. Mohamamd Mahieya, 4. Mohammad Yasin and two daughters 1. Jalekha Khatoon and 2. Rajiya Khatoon as her legal heir and successor thereafter they inherited the said land and remained in peaceful possession over the said land.

**AND WHEREAS** said landowners had sold said land measuring 3 Acre 86 Decimals to 1. Om Prakash Sharma son of Late Mahavir Prasad Sharma, by Caste - Brahmin, Resident of Kailash Babu Lane, Ranchi 2. Triloki Prasad son of Late Munshi Banshi Lal, by Caste - Kayasth, Resident of Kali Sthan Road, Ranchi 3. Smt. Laxmi Devi wife of Late Ranjit Prasad Chodhary, by Caste - Pal Khastri, Resident of Hindpiri Second Street, P.S. and District - Ranchi vide Sale Deed No. 9754 dated 07.10.1967 which is entered in Book No. 1, Volume No.

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53, Page No. 421 to 425 in the year 1967 registered in the office of District Sub Registrar, Ranchi since the date of purchase they remained in peaceful possession over the said land.

**AND WHEREAS** said landowners partitioned the said land measuring 3 Acre 86 Decimals amongst themselves in which Plot No. 501, Area 70 Decimals, Plot No. 509, Area 1 Acre 57 Decimals, Plot No. 510, Area 34 Decimals total area 2 Acre 61 Decimals came in the share of Triloki Prasad and Plot No. 510, Area 25 Decimals came in the share of Om Prakash Sharma and Plot No. 509, Area 92 Decimals, Plot No. 510, Area 08 Decimals total area 1 Acre came in the share of Smt. Laxmi Devi, since the partition Sri Triloki Prasad remained in peaceful possession over 2 Acre 61 Decimals of land.

**AND WHEREAS** said Triloki Prasad sold land measuring 5 Katha 7 Chhattak i.e. 9 Decimals more or less marked as Sub Plot No. 501/1-A bearing portion of Plot No. 501, under Khata No. 66 situated at Village - Madhukam, Revenue P.S. Ranchi, P.S. No. 204, at present P.S. - Sukhdeonagar, District - Ranchi to Prabhat Shankar Tripathi son of Late Kashinath Tripathi vide Sale Deed No. 378 dated 07.01.1970 which is entered in Book No. 1, Volume No. 15, Page No. 179 to 188 in the year 1970 registered in the office of District Sub Registrar, Ranchi since the date of purchase he remained in peaceful possession over the said land.

**AND WHEREAS** said Prabhat Shankar Tripathi son of Late Kashinath Tripathi through Power Holder Sri Shashi Bhushan Singh son of Late Shivgovind Singh vide Power No. IV-15882/1778 dated 18.08.2009 which is entered in 4 Book No. 1, Volume No. 41, Page No. 549 to 562 in the year 2009 had sold land measuring 5 Katha 7 Chhattak i.e. 09 Decimals more or less marked as Sub Plot No. 501/1-A bearing portion of Plot No. 501, under Khata No. 66 situated at Village - Madhukam, Revenue P.S. Ranchi, P.S. No. 204, at present P.S. - Sukhdeonagar, District - Ranchi to Sri Ashok Jaiswal (landowner) vide Sale Deed No. 5730/5261 dated 14.10.2020 which is entered in Book No. BK1, Volume No. 710, Page No. 315 to 382 in the year 2020 registered in the office of District Sub Registrar, Ranchi thereafter he got his name mutated in Circle Office vide Mutation Case No. 1446R27/2020-2021 dated 24.12.2020 for land measuring 8.98 Decimals and his name is also entered in Revenue Records of

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Circle Office in Register II, Volume No. 13, Page No. 65 and since then paying rent to the state and coming in peaceful possession over the said land.

**AND WHEREAS** said Triloki Prasad sold said land to Mahendra Nath Sinha son of Late Chandra Prasad, by Caste - Kayastha, Resident of Village - Patar, P.S. Sandesh, District - Bhagalpur vide Sale Deed No. 1463 dated 02.02.1970 which is entered in Book No. 1, Volume No. 5, Page No. 523 to 531 in the year 1970 registered in the office of District Sub Registrar, Ranchi since the date of purchase he remained in peaceful possession over the said land.

**AND WHEREAS** said Mahendra Nath Sinha through Power Holder Mani Nath Resident of Village - Aryapuri, P.S. - Sukhdeonagar, District - Ranchi vide Power No. IV-434 Year 1989 had sold land measuring 10 Katha i.e. 16.83 Decimals being portion of Plot No. 501, Sub Plot No. 501/2 to Smt. Priyambada Devi wife of Devendra Kumar Singh vide Sale Deed No. 1099 dated 02.02.1991 which is entered in Book No. 1, Volume No. 18 Page No. 268 to 270 in the year 1991 registered in the office of District Sub Registrar, Ranchi since the date of purchase he remained in peaceful possession over the said land.

**AND WHEREAS** said Smt. Priyambada Devi wife of Late Devendra Kumar Singh, by Caste - Rajput, Resident of Village - Manikapur, P.S. Sakhund, District - Bhagalpur, State - Bihar at present Resident of Village - Khalari, P.S. Khalari, District - Ranchi had sold land measuring 10 Katha i.e. 16.83 Decimals being portion of Plot No. 501, Sub Plot No. 501/2 under Khata No. 66 situated at Village - Madhukam Revenue P.S. Ranchi, P.S. No. 204, at present P.S. - Sukhdeonagar, District - Ranchi to Sri Ashok Jaiswal (landowner) vide Sale Deed No. 7881/6306 dated 21.10.2014 which is entered in Book No. 1, Volume No. 359, Page No. 71 to 104 in the year 2014 registered in the office of District Sub Registrar, Ranchi thereafter he got his name mutated in Circle Office vide Mutation Case No. 924R27/2016-2017 dated 17.12.2016 and his name is also entered in Revenue Records of Circle Office in Register II, Volume No. 12, Page No. 24 since then paying rent to the state and coming in peaceful possession over the said land.



**AND WHEREAS** Sri Ashok Jaiswal (Landowner) also got holding from Ranchi Municipal Corporation, Ranchi and he has been allotted Holding No. **036000413100020** within Old Ward No. 36, New Ward No. 34 of Ranchi Municipal Corporation, Ranchi.

**AND WHEREAS** the Land Owner above named intends to develop his Schedule C property by constructing multi storied residential building cum complex consisting of several residential Flats including parking space in the ground floor through a reputed Developer.

**AND WHEREAS** the Developer approached the Land Owner with a scheme of development of the said property and offered to construct a multi-storied residential building as per plan prepared by them and approved by the competent authority of Ranchi Municipal corporation with the materials available in the market and in conformity with the plans, elevations and sections in the said sanctioned plan and with suitable walls, ceilings, floors, partitions, staircases, roofs, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such building and/or the Flats there in a decent style and for the same the Developers entered into a **Registered Development Agreement** with the Land Owner on **25.01.2022** being Document No. **2022/RAN/554/BK1/479** recorded in Book 1, Volume 61, from page no. 289-376 at office of SRO, Ranchi.

**AND WHEREAS** in pursuance of the said Development Agreement the Developers would be entitled to nominate any such person or Purchaser/s intending to acquire Flats in the said property of the Owners and to take conveyance of an undivided and demarcated proportionate share or interest with Flats in the property from the owners upon such persons or Purchaser/s agreeing to observe and perform the terms and conditions and covenants of this Agreement.

**AND WHEREAS** the Developer would be entitled to charge such amount or amounts as may be agreed upon between the Developer and its customer or the Intending Purchaser/s for costs, charges and expenses of and incidental to the construction and completion of the Flats and also for proportionate share of the costs, charges and expenses of and incidental to the construction,



erection and completion of the common parts, the common conveniences and the common amenities appertaining thereto from its customers or its Intending Purchaser/s.

**AND WHEREAS** the Developer has entered in to a Development Agreement with the Land Owner on inter-alia for the purpose of development and sale of the **SCHEDULE C** property by constructing multi storied residential building. The multi-storied building is being constructed in the name and style of **"PADMAALAYA PHASE 2"** as per the Building Construction Plan sanctioned and approved by Ranchi Municipal Corporation, Ranchi vide **Building Plan No. RMC/BP/0862/W34/2021 dated 17.12.2021.**

**AND WHEREAS** the Intending Purchaser/s has inspected the said Development Agreement, Title Deed of the Land Owner and also seen and approved the said plan and satisfied himself/herself/themselves about the title of the Land Owner/Developer and agreed to acquire on ownership basis a **Flat no. \_\_\_\_\_ on the \_\_\_\_\_ Floor having super built-up area \_\_\_\_\_ Sq ft** more fully described in the **SCHEDULE D** here to including all internal partition walls, all outer walls, fifty-percent of the walls common with the adjacent floor space 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.

**NOW THIS AGREEMENT WITNESSETH BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

1. That the Intending Purchaser/s has agreed to purchase **Flat no. \_\_\_\_\_ on the \_\_\_\_\_ Floor having super built-up area \_\_\_\_\_ Sq ft** more or less along with one car parking space in the Ground Floor and undivided proportionate land of the proposed multi storied residential building constructed over Schedule C property for a consideration of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
2. That in consideration of the flat and in further consideration of the sum of Rs \_\_\_\_\_ (**Rupees \_\_\_\_\_ Only**) paid by the Intending Purchaser to the Developer vide **Cheque No. \_\_\_\_\_, dated \_\_\_\_\_ and drawn on \_\_\_\_\_**

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\_\_\_\_\_ as part payment towards the said costs, charges and expenses as and by way of earnest money (the receipt where of the Developer does hereby admit and acknowledge) and in further consideration of the Intending Purchaser agreeing to pay Rs \_\_\_\_\_ (**Rupees** \_\_\_\_\_)

**Only**) as per the specifications mentioned in **SCHEDULE-G**.

3. That the Intending Purchaser/s agrees with the Developer that the Developer may make such addition, variation and modification in the flat as may be deemed necessary or may be required to be done by the Developer at the instance of the Ranchi Municipal Corporation, Ranchi or any other authority. The Developer 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/s 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 Developer and the Intending Purchaser/s hereby gives his/her/their consent to such addition, variation, alteration, modifications and deviations and the Intending Purchaser/s shall not be entitled to make objections there to.
4. That the Intending Purchaser/s agrees to pay the said consideration amount to the Developer in manner as mentioned in **SCHEDULE-F**. All charges in respect of any additional work or alteration in the flat constructed in the said flat as may be incurred by the Developer for the Intending Purchaser/s shall be payable to the Developer before possession/delivery to the Intending Purchaser/s.
5. That after completion of construction of the said flat and the common parts thereof and receipt by the Intending Purchaser/s of any notice from the Developer to take possession of the said Flat constructed by the Developer the Intending Purchaser/s shall within 15 days from receipt of such notice deposit and keep deposited with the Developer the following sums as security in respect of the said flat for the discharge of the obligation.
6. That the Developer shall have first lien and charge on the said flat and on all other right and interest appertaining thereto including the Intending Purchaser/s interest in the said property for all dues and

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damages on any account whatsoever as are or may be due and payable by the Intending Purchaser/s to the Developer in this Agreement.

7. That under no circumstances possession of the said flat be given by the Developer to the Intending Purchaser/s until and unless all payments, deposits and dues required to be made under this Agreement by the Intending Purchaser/s have been paid in full to the Developer. Subject as here in before stated and also subject to the terms contained in the Agreement, the possession of the said flat shall be given within 36 months from the execution of these presents subject to availability of cement, steel or other building materials, or power connection from competent authorities, drainage connection provided further in the event of happening of any labour problem or any act of God such as earthquake, flood or any other natural calamity and/or enemy, war restrictions by the government, Ranchi Municipal Corporation or other public authorities or any cause beyond the control of the Developer, the Developer will not be liable for any consequential delay and/or damages thereof .
8. That except in respect of the undivided proportionate share or interest in the said property agreed to be sold by the Developer and except the rights in the said flat, 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 favour of the Intending Purchaser/s, the Intending Purchaser/s 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 Flats.
9. That the Intending Purchaser/s have no any right, title or interest of any kind whatsoever in, into or over the said property or building or any part thereof until the execution and registration of the appropriate sale deed in favour of the Intending Purchaser/s by the Land Owner 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 Developer at the cost of the Intending Purchaser/s. Further, it will be liability of the Intending Purchaser/s to pay any taxes, duties, levies,

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surcharge, service taxes 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 Purchaser/s land. In case extra amenities have to be provided to the Intending Purchaser/s at the instance of the competent authority 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.

- 10.** That unless prevented by unavoidable circumstances as aforesaid the Developer 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 Purchaser/s through Developer 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, floor, partitions, fixtures and fittings and all convenience and amenities for habitation and enjoyment of the said flat in decent style.
- 11.** That it is expressly understood that the Developer would enter into and execute similar Agreement with such other person or other Purchasers from time to time.
- 12.** That after execution and completion of the conveyance by and between the Land Owners/Developer the Intending Purchaser/s and after completion of the said building and until such time as an association or society is formed the Developer shall have absolute authority and control as regard the parts or portions of the said building not in the possession of the Intending Purchaser/s and/or any other Co-Purchaser(s) after completion thereof. The costs of and incidental to the formation of such association and/or society shall be borne and paid pro-rata by the Intending Purchaser/s, the Co-Purchaser(s), the Developer and/or the Land owner in respect of any flat of the said property not in possession of the Intending Purchaser/s, the Co-Purchaser(s).
- 13.** That the Intending Purchaser/s also agrees to pay to the Developer in addition to the consideration amount mentioned herein

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above proportionate share of the common expenses for all taxes, outgoing and other charges described in the schedule-E hereunder written from and after the date the said flat becomes ready for occupation till the Developer hands over possession and management of the common parts to any society or association to formed for the purpose and in default the Intending Purchaser/s shall pay interest thereon the rate of 1% per month.

- 14.** That after the date of possession, the Intending 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 be deemed to completed and the Developer provides reasonable egress and ingress thereto and water and electricity connections.
- 15.** That the Intending Purchaser/s fails or neglects to pay to the Developer the amount becoming due and payable hereunder or any portion thereof within the respective periods as mentioned in Schedule-F or elsewhere, the Developer shall have option either:-
- a.** To treat the Agreement as cancelled and to forfeit all or any sums paid by the Intending Purchaser/s to the Developer and Agreement for sale entered between the Developer and the Intending Purchaser/s shall stand revoked, or,
  - b.** To sale or demise the said flat to any Prospective Purchaser without any notice or reference.
- 16.** That in case the Intending Purchaser/s fails to pay the common expenses, the charges for electricity consumed by him/her/their 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 to observed or performed by the Intending Purchaser/s under these presents then in any of such events the Land Over/Developer shall have in addition to other right that it may otherwise be entitled under the law, in respect of the said flat and also to disconnect and stop supply of electricity, water and other facilities and/or amenities provided in the

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said building and or in the said flat until such time the Intending Purchaser/s continues to default.

- 17.** 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-Purchaser, the Intending Purchaser/s agrees and covenants to pay in advance the proportionate share of the recurring expenses and charges mentioned in schedule-E as and when the same becomes due.
- 18.** That the Developer agrees and covenants with the Intending Purchaser/s that the Developer shall complete the said flat and the common parts thereof in all respects so long as the Intending Purchaser/s fulfils his/her/their obligations.
- 19.** That upon completion of the building as a whole, the Intending Purchaser/s agrees to execute and shall execute such other deeds, documents and declaration 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/s and Co-Purchasers in the said building and/or the said property.
- 20.** That all costs of preparation and stamp duty of this Agreement and all other documents and declaration to be made or executed in pursuance hereof shall be paid and borne by the Intending Purchaser/s.
- 21.** That this Agreement shall be supplemental to the Development Agreement made between the said Land Owner and the Developer and in case of any inconsistency, the provisions herein contained shall prevail over those in the Development Agreement in so far as the rights and obligation between the Intending Purchaser/s and the Developer.
- 22.** That the Intending Purchaser/s shall not without the written consent and permission of the Developer 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 dues or whatever nature owing to the Developer 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.

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- 23.** That the Intending Purchaser/s gets his/her/their complete address registered with the Developer as mentioned below and it shall be his responsibility to inform the Developer 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 on the Fourth day of the date, the same has been delivered for dispatch to the postal authorities and the Intending Purchaser/s shall be responsible for any default in payment and other consequences that might occur there from. Intending Purchaser's address is as follows:-  
\_\_\_\_\_.
- 24.** That the Intending Purchaser/s intends to introduce a nominee and as such he/she/they register complete details of the nominee with the Developer as below:-  
\_\_\_\_\_.
- 25.** That upon possession of the said flat being delivered to the Intending Purchaser/s; the Intending Purchaser/s shall be entitled to the use and occupation of the said flat for only residential purpose. Upon the flat owner taking the possession of the flat he/she will have no claim against the Land Owner/Developer with respect to any item or work in the said flat which may be alleged not to have been carried out or completed.
- 26.** That the Purchaser has satisfied himself/herself/themselves about the design of the said building, fixtures, fittings and amenities to be provided in the said building and in the said flat and the materials to be used in the construction of the said building and those as set out in the schedule hereunder written.
- 27.** That the Intending 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 Developer are fully paid up and a no due certificate is obtained in writing from the Builder.
- 28.** That on the completion of the said building and on receipt of the said building and on receipt of the Developer of the full sum of all amounts due from all the purchasers, the Developer along with the flat

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owners shall facilitate formation of 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 this 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 apex body relating to interest of all the Flat Owners and shall works for the peaceful living of all its members. And for formation of such association the Intending Purchaser shall deposit **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** for their respective flats to the builder over and above the total consideration amount mentioned above.

- 29.** That until such time as such an association of the Flat Owners is formed the Intending Purchaser/s shall pay to the Developer 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.
- 30.** That no interest shall be payable on deposits or payments made by the Intending Purchaser/s to the Developer on any account.
- 31.** That in case of delay in payment by the Intending Purchaser/s of any amount here in the Purchaser shall be without prejudice to the other right of the Developer, also liable to pay interest at 1% per month on such amount due. The due date shall be as per Schedule F of these presents.
- 32.** That Courts of Ranchi alone will have the jurisdiction in all legal matters arising out of or concerning this transaction.
- 33.** That this agreement is prepared in duplicate, one copy is with the Intending Purchaser/s and other is with the Developer. Both will be treated as original for all purposes.

For Sri Aghoreshwar Sai Developers (P) Ltd.



Director

**SCHEDULE "A" (belong to Deed No. 5730/5261)**

All that piece and parcel of land measuring land measuring 8.98 Decimals marked as Sub Plot No. 501/1-A bearing portion of Plot No. 501, under Khata No. 66 situated at Village - Madhukam, Revenue P.S. Ranchi, P.S. No. 204, at present P.S. - Sukhdeonagar, District - Ranchi, in State of Jharkhand which is butted and bonded as follows ; -

North - R.S. Plot No. 492

South - Sub-Plot No. 501/B/2

East - 20 Feet Proposed Road

West - R.S. Plot No. 502 16

**SCHEDULE "B" (belong to Deed No. 7881/6306)**

All that piece and parcel of land measuring 9.45 decimals marked as Sub Plot No. 501/B/2 (Part) bearing portion of Plot No. 501, under Khata No. 66 situated at Village - Madhukam, Revenue P.S. Ranchi, P.S. No. 204, at present P.S. - Sukhdeonagar, District - Ranchi, in State of Jharkhand which is butted and bonded as follows ; -

North - Sub-Plot No. 501/1-A

South - Portion of Sub-Plot No. 501/B/2

East - 20 Feet Proposed Road

West - R.S. Plot No. 502 and 503

**SCHEDULE "C"**

**(DETAILS OF THE LAND AFTER AMALGAMATION OF THE TWO PORTIONS OF LANDS MENTIONED IN SCHEDULE A AND B)**

All that piece and parcel of land measuring land measuring 18.43 Decimals bearing portion of Plot No. 501, under Khata No. 66 situated at Village - Madhukam, Revenue P.S. Ranchi, P.S. No. 204, at present P.S. - Sukhdeonagar, District - Ranchi bearing New Holding No. 0360002562000Z0 within Old Ward No, 36 New Ward No. 34 of Ranchi Municipal Corporation, Ranchi which is butted and bonded as follows-

North - R.S. Plot No. 492

South - Sub-Plot No. 501/B/2/Part

East - 20 Feet Proposed Road

West - R.S. Plot No. 502 and 503



### SCHEDULE-D

1. All that the Flat no. \_\_\_\_\_ on the \_\_\_\_\_ Floor having super built-up area \_\_\_\_\_ Sq ft of the multi storied residential complex called "PADMAALAYA PHASE 2" With undivided proportionate share of schedule C land.

2. 1 No. of Parking space in the Ground Floor which is not the part of common area shall be used for parking of cars etc. as per the allotment made by the Developer.

### SCHEDULE-E

1. The expenses of administration, maintenance, repair, replacement of the common Parts and equipment and accessories common areas and facilities including white-washing, 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 sever,, drains and all other common parts, fixture, fittings and requirements in under or upon the building enjoyed or used in common by the Land Owners, Intending Purchasers, Co-Purchasers or other occupiers thereto.
2. The cost of cleaning, maintenance and lighting the main entrance passages, landings, staircase and other parts of the buildings as enjoyed or used in common by the occupiers of the said building.
3. The salaries of managers, clerks, bill collectors, chowkidars, plumbers, electricians, sweepers etc. if any.
4. Municipal taxes and other taxes and other 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-F

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

### PAYMENT TERMS

<b>Installment</b>	<b>Percent of Consideration</b>	<b>Amount in Rs</b>
On Execution of Agreement	10%	
Completion of Foundation	10%	
Completion of Ground Floor Roof	10%	
Completion of First Floor Roof	10%	
Completion of Second Floor Roof	10%	
Completion of Third Floor Roof	10%	
Completion of Brickwork of Flat	10%	
Completion of Plaster of Flat	10%	
Completion of Flooring of Flat	10%	
On offer of Possession	10%	

*Vishal*

The Purchaser/s shall get the sale deed registered within 36 months from the date of execution of this agreement and Developer shall hand over the said Flat to the Intending Purchaser/s.

### SCHEDULE-G

#### Services, Amenities & Maintenance -

The Developers shall provide the following services and amenities.

<b>Foundations</b>	R.C.C. foundation system with Anti Termite Treatment as per design and specification of structural consultant Architect.
<b>Structure</b>	R.C.C. Frame structure
<b>Walls</b>	Bricks wall with cement mortar plaster with ratio of 1:6, branded cement will be used.
<b>Floor</b>	Vitrified Tiles branded 4" skirting each side.
<b>Wall finish</b>	Inner wall will be finished with POP. Outer wall will be finished with Putti/Rustic and painted with of choice colour.
<b>Door</b>	Main Door of Flash Door and other with ISI Flush Door with safety Locks and painted with Synthetic enamel paints.
<b>Windows/Ventilators</b>	Sliding aluminium window (3 Track).
<b>Water supply</b>	Through 5" deep bore well (or as per government norms) to O.H. tanks with required capacity of specific submersible Pump connected with 1 electric pump.
<b>Toilets</b>	Floor tiles (branded) with ceramic tiles dado up to 7'-0" height with hot and cold water lines provide without geysers. All fittings of ISI Mark. One wash basins will be provided in each toilet and dining space.
<b>Water supply &amp; sanitary Fittings</b>	Standard make sanitary ware with Hot & Cold Water fittings in Wash Basin & Bathroom. All fittings of branded made.
<b>Electrical Telephone &amp; fittings</b>	T.V./Cable T.V. point to be provided with electric switch in Drawing Room and Master Bed Room Switches must be of Modular make. A.C. Point in Master Bed Room. Wires will be copper with ISI mark.
<b>Lift (Automatic)</b>	ISI make capacity of 6 persons branded company.
<b>Common space in each floor</b>	Tiles or Marble or Granite
<b>Generator</b>	Soundless branded Generator for flat and common purposes.
<b>Water Harvesting system</b>	Will be provided as per Govt. Norms.

*V. K. K. K.*

Signed and delivered By the Land Owners through Power of Attorney Holder, Developer and Intending Purchasers on date mentioned above in Presence of Witnesses.

**WITNESSES**

1.

2.

**(LAND OWNERS)**

For Sri Aghoreshwar Sai Developers (P) Ltd.



Director

**(DEVELOPERS)**

**(INTENDING PURCHASER/S)**