

THIS INDENTURE OF ABSOLUTE SALE is made on this theth Day of
..... 2022.

BETWEEN

(1) KIRAN TRIVEDI Date of Birth – 24/01/1956, wife of Late Arun Kumar Trivedi, Daughter of Late Sachida Nand Sinha, Grand Daughter of Late Shatrughan Prasad Sinha, by Occupation - Housewife **(2) SUNIL KUMAR TRIVEDI** Date of Birth – 03/10/1959, Son of Late Ram Naresh Trivedi, Grandson of Jai Mangal Trivedi, by Occupation – Retired, both by Caste - Brahmin, by Faith - Hindu, Residents of Trivedi Niwas, Morabadi, P.S. - Bariatu, District - Ranchi, State - Jharkhand, Indian Citizen, through **PANCHRATNA PROMOTERS PRIVATE LIMITED (PAN – AAFCP4668P; CIN: U45200JH2010PTC014022; GSTIN : 20AAFCP4668P1ZZ)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 311, 3rd Floor, Panchratna Galleria, Sarjana Chowk, Main Road, Ranchi, Jharkhand represented through any of its Director **(1) MR. PRATEEK MORE**, (DIN: 02817026), **Date of Birth : 15.09.1986, UID : 769223170165, Mob. 9835139913, (2) MR. PIYUSH MORE** (DIN: 2825386), **Date of Birth: 14.05.1984, UID: 329253788604, Mob. 9386950092**, both sons of Shri Kamal Kumar More, both grandson of Late Satyanarayan More, by faith- Hindu, by Caste- Agrawal/Marwari, by occupation- Business, R/o Gandhi Chowk, Upper Bazar, P.S.- Kotwali, District- Ranchi, State- Jharkhand(Indian Citizen) authorized vide **Registered Development Agreement** being Book No., Volume No., Page No. to, Deed No. dated registered in the office of District Sub Registrar, Ranchi (hereinafter called the LANDOWNER/VENDOR) of the FIRST PART.

For **PANCHRATNA PROMOTERS PRIVATE LIMITED**

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Prateek More
v..

DIRECTOR

AND

PANCHRATNA PROMOTERS PRIVATE LIMITED (PAN – AAFCP4668P) (GSTIN: 20AAFCP4668P1ZZ) (CIN: U45200JH2010PTC014022), a Company incorporated under the Companies Act, 1956 having its registered office at Panchratna Group, 311, 3rd Floor Panchratna Galleria, Sarjana Chowk, MG Road, Ranchi, P.S.- Lower Bazar, District- Ranchi, State- Jharkhand and represented through any of its Director (1) **MR. PRATEEK MORE**, (DIN: 02817026), Date of Birth : 15.09.1986, UID : 769223170165, Mob. 9835139913, (2) **MR. PIYUSH MORE** (DIN: 2825386), Date of Birth: 14.05.1984, UID: 329253788604, Mob. 9386950092, both sons of Shri Kamal Kumar More, both grandson of Late Satyanarayan More, by faith- Hindu, by Caste- Agrawal/Marwari, by occupation- Business, R/o Gandhi Chowk, Upper Bazar, P.S.- Kotwali, District- Ranchi, State- Jharkhand(Indian Citizen), hereinafter called the Developer / OTHER PARTY, (which expression shall, unless expressly excluded by the subject or context below, mean and include its, legal representatives, executors, administrators and other assigns) of the OTHER PART;

AND

..... Date of Birth, S/o, Grandson of, by faith – Hindu, by Caste – General, (Uncovered from CNT – ACT- 1908), by Occupation –, Resident of, Pin - District –, State -, Indian Citizen, (hereinafter called the "PURCHASER") of the THIRD PART. (The expressions Purchaser shall mean and include his / her / their respective legal heirs, successors, representatives and assigns) on the **LAST PART**.

UID –, PAN –, MOB –

The terms and expression the "DEVELOPER/VENDOR" and "PURCHASER" wherever used and occurring in these presents unless contrary to contest or excluded b3y shall always mean and include their respective heirs, successors, legal representatives, assigns, executors and administrators etc.

WHEREAS land under M.S. Plot No. 205 measuring an area 879 Kari, situated at Morabadi, P.S. Bariatu, P.S. No. 192, District Ranchi is recorded in the Municipal Survey records rights in the name of Deoki Nandan Mishir as occupier and Babu Harihar Singh as zamindar.

AND WHEREAS Deoki Nandan Mishir sold the land under M.S. Plot

For **PANCHRATNA PROMOTERS PRIVATE LIMITED**

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DIRECTOR

No. 205 measuring an area 879 Kari situated at situated at Morabadi, P.S. Bariatu, P.S. No. 192, District Ranchi to Shri Ram Kumar Ganpati Rai vide registered Sale Deed No. 1027 of 1935 registered before the District Sub Registrar Ranchi and entered in Book I, Volume 18, Pages 43 to 48, in the year 1935.

AND WHEREAS the legal heirs of Shri Ram Kumar Ganpati Rai partitioned their property vide registered Partition Deed No. 6198 dated 26.08.1946 registered before the District Sub Registrar, Ranchi and which is entered in Book I, Volume 35, Pages 529 to 537, in the year 1946, in which the aforesaid land came in the share of (1) Mastram Modi and (2) Deoki Nandan Modi.

AND WHEREAS Deoki Nandan Modi son of Late Ganpat Rai Sold his share of land under M.S. Plot No. 205, measuring an area 12 Katha 32 Sq. Ft., situated at Village Morabadi, P.S. Bariatu, P.S. No. 192, District Ranchi, State Jharkhand to Professor Ram Naresh Trivedi son of Shri Jaimangal Trivedi vide registered Sale Deed No. 6867 dated 11.12.1959 registered before the District Sub Registrar Ranchi and which is entered in Book I, Volume 45, Pages 559 to 564, in the year 1959.

AND WHEREAS Ram Naresh Trivedi died leaving behind his wife Smt. Ram Keshar Devi as his legal heir/successor/executors/administrators/other assigns and enjoyed the peaceful possession over the land under M.S. Plot No. 205, measuring an area 12 Katha 32 Sq. Ft., situated at Village Morabadi, P.S. Bariatu, P.S. No. 192, District - Ranchi, State - Jharkhand.

AND WHEREAS Smt. Ram Keshar Devi w/o late Ram Naresh Trivedi aged about 77 years, caste - Bhumihaar Brahmin, by faith - Hindu, by occupation - housewife, R/o Trivedi Niwas, Morabadi, P.O - Ranchi University, Thana - Bariyatu, District - Ranchi, State - Jharkhand wrote her final will (bearing Stamp No. 8889/11.01.2005) on 12th Jan 2005 in the name of her two sons namely (1) Arun Kumar Trivedi (2) Sunil Kumar Trivedi as his legal heirs and successors who inherited the aforesaid land. Thereafter Arun Kumar Trivedi died leaving behind his wife Kiran Trivedi as his legal heir and successor.

AND WHEREAS Mastram Modi died leaving behind his son Raj Kishore Modi as his legal heir and successor who inherited the aforesaid land in question.

AND WHEREAS Raj Kishore Modi son of Late Mastram Modi through his Attorney holder, appointed vide P.O.A. No. 2020/RAN/5045/BK4/393 dated 12.09.2020, entered in Book No IV, Volume No. 40, Pages 1 to 48 sold the land under M.S. Plot No. 205 measuring an area 07 Katha situated at Morabadi, P.S. Bariatu, P.S. No. 192, District Ranchi to (1) Kiran Trivedi wife of Late Arun Kumar Tirvedi and (2) Sunil

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Kumar Trivedi son of Late Ram Naresh Trivedi vide registered Sale Deed no. 2020/RAN/5192/BK1/4775 dated 21.09.2020 registered before the District Sub Registrar Ranchi and which is entered in Book No. I, Volume No. 649, Pages 101 to 188 in the year 2020.

Thereafter, Sunil Kumar Trivedi and Kiran Trivedi got their rent assessed for land measuring an area **12 Katha 32 Sq.ft + 07 Katha, Total Area 31.04 Decimals** more or less vide Rent Fixation Case No. **03R8H/2020-21** and paid revenue rent to the State, being receipt no. 0308008709 dated 21.07.2021.

They have also got their names mutated in the Ranchi Municipal Corporation and allotted the New Holding Numbers – 0040005218000A1, 0040003131000A1 within Ward No. 4.

AND WHEREAS the Land under Khata No. 90, R.S. Plot No. 1442, measuring an area 08 Decimal, R.S. Plot No. 1443 measuring an area 03 Decimal, and R.S. Plot No. 1444, measuring an area 04 Decimal, Total 15 Decimal, situated at Village Morabadi, P.S. Bariatu, P.S. No. 192. District Ranchi, State Jharkhand stands recorded in Revisional Survey Khatiyani in the name of Ram Oraon and others as Kaimee.

AND WHEREAS the legal heirs of Khatiyani Raiyats namely Vijay Oraon filed case u/s 71/A of the CNT Act for restoration of land against R.N. Trivedi and others with respect to land under Khata No. 90, Plot No. 1442, 1443, 1444, Total Area 15 Decimal, in which after hearing both the parties and examining the evidence on record, the Ld. Court in SAR Case No. 302/1992-93 and 450/1992-93 was pleased to regularize the land in favor of Ram Keshar Devi wife of R.N. Dwivedi on payment of compensation.

AND WHEREAS Ram Keshri Devi wife of Late R.N. Dwivedi sold the land under Khata No. 90, R.S. Plot No. 1442, measuring an area 08 Decimal, R.S. Plot No. 1443 measuring an area 03 Decimal and R.S. Plot No. 1444 measuring an area 04 Decimal, **Total 15 Decimal**, situated at Village Morabadi, P.S. Bariatu, P.S. No. 192, Holding No. 71/A, Ward No. 19/4, corresponding to M.S. Plot No. 210 and 211 District Ranchi, State Jharkhand to (1) Sunil Kumar Trivedi and (2) Arun Kumar Trivedi both sons of Late Ram Naresh Trivedi vide registered Sale Deed No. 2272 dated 24.09.2012 registered before the District Sub Registrar Ranchi and which is entered in Book No. I, Volume No. 100, Page No. 375 to 400, in the year 2012. Thereafter Arun Kumar Trivedi died leaving behind his wife Kiran Trivedi as his legal heir and successor who inherited the aforesaid land in question.

AND WHEREAS (1) Sunil Kumar Trivedi son of Late Ram Naresh Trivedi and (2) Kiran Trivedi wife of Late Arun Kumar Trivedi jointly got their names mutated in the Circle Office Baragai Anchal Ranchi vide Mutation Case No. 1306R27/2020-21 and started paying rent to the State. Rent Receipt No. 0858226273 dated 21.12.2020 for the year 2020-21 stands

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recorded in their names. An up to date rent receipt issued being receipt no. 0112057473 dated 21.07.2021.

They have also got their names mutated in the Ranchi Municipal Corporation and allotted the Holding No. 0040003130000A2 within Ward No. 4.

AND WHEREAS the Landowners covenant that the aforesaid property is in their exclusive possession with absolute and subsisting right, title and interest and the same is free from all encumbrances, debt, lien charge and attachment and in marketable condition and they have good right full power and that they have absolute authority and right to transfer the whole or part of the Schedule "A" property and to deal with the same in the any manner.

AND WHEREAS the Landowners covenant that the aforesaid property is in their exclusive possession with absolute and subsisting right, title and interest and the same is free from all encumbrances, debt, lien charge and attachment and in marketable condition and they have good right full power and that they have absolute authority and right to transfer the whole or part of the Schedule "A" property and to deal with the same in the any manner.

AND WHEREAS the said LANDOWNERS amalgamated and pooled their respective lands and were interested to develop the same more fully described in Schedule "A" below jointly by constructing multistoried residential building consisting of several Flats including parking space through a Developer/Vendor as per plan sanctioned by the competent authority of R.M.C. Ranchi and in lieu of the land the Landowners wanted entitlement residential flats/units including parking space in the newly constructed Multi-storied residential building as consideration in exchange for full and final value of their land.

AND WHEREAS the LANDOWNER has entered into Development Agreement with the Developer/Vendor **PANCHRATNA PROMOTERS PRIVATE LIMITED** vide **Registered Development Agreement** being Book No. BK, Volume No., Page No. to, Deed No. dated registered in the office of District Sub Registrar, Ranchi, inter-alia for the purpose of development and construction of multistoried residential building complex over the said land more fully described in the Schedule A below.

AND WHEREAS the Developer/Vendor agreed to construct Multi storied residential building over the said land as per plan prepared by Developer and approved by the Competent Authority of R.M.C. Ranchi with the materials available in the market and in conformity with the plans, elevation and sections in the said sanctioned plan and with suitable walls, ceilings, floors, partitions, staircases, roof, fixtures and fittings and all

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conveniences and amenities for habitation and enjoyment of such building and/or the residential flats/units therein in a decent style.

AND WHEREAS in terms of the said Development Agreements the Developer got the Building Plan Map sanctioned from **R.M.C. Ranchi** vide **Building Case No.** dated and the Developer constructed and completed the **Multistoried Residential Building** commonly known and called as "**PANCHRATNA AVENUE**" on the Schedule - A land and on the terms and conditions as mentioned in Registered Development Agreements dated

AND WHEREAS, as per said Development Agreement Vendors / Landowner and Developer have separated their share accordingly **Flat No.** measuring Super Built Up area Sq. Ft., (Built Up Area, Carpet area Sq. Ft.) on the Floor with car parking in the basement floor along with Sq. Ft. undivided share of land equivalent to Decimals in multistoried residential complex known and called as **PANCHRATNA AVENUE**, including all common amenities and facilities, common toilets, sharing in common area maintenance charges etc. in which schedule "B" Flat came in the area of Developer/Vendor.

AND WHEREAS, Now **DEVELOPER** offered to sell and the **PURCHASER** agreed to purchase Semi Furnished Flat having **total Super Built Up Area Sq. Ft. (Built Up Area Sq. Ft., Carpet Area Sq. Ft.)** being **Flat No.** and car parking in the floor of the building commonly known as **PANCHRATNA AVENUE**, with "....." sq. ft. i.e. "**..... Decimal**" more or less undivided proportionate impartible land out of total Land more fully and specifically described in the Schedule "A" below together with all amenities and common enjoyment and beneficial use and all easements and inheritance thereto, more fully and particularly described and mentioned in the SCHEDULE "B" below on consideration amount of **Rs./- (RupeesOnly)** free from all encumbrances, charges, liens and demands, whatsoever and forever and the **PURCHASER** agreed to purchase the same with exclusive transferable and irrevocable right to use the same together with share of interest on the land and in the stair case and other common parts, services, facilities etc. of the buildings and they entered into an agreement on The price of the said flat is fair, reasonable and prevailing at the market rate.

NOW THEREFORE THIS DEED OF SALE WITNESSETH as follows:-

1. That in pursuance of the said agreement and in consideration of sum of **Rs./- (Rupees Only)** the Purchaser has already paid the said consideration amount to the Developer which said sum the Developer does hereby acknowledge having received in full and the Vendor/Developer does hereby sell,

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convey and transfer and absolutely assign to the said Purchaser free from all encumbrances, charges, liens, claims and demands whatsoever for the Flat having total **Super Built Up Area Sq. Ft. (Built Up Area Sq. Ft., Carpet Area Sq. Ft.)** being **Flat No.** and car parking in the floor of the building commonly known as **PANCHRATNA KUNJ**, standing on the portion of Schedule - A land referred to hereunder the Schedule flat also shown in RED WASH in the map attached herewith forming part of this deed of the said apartment along with all benefits and advantages including rights, liberties, easements, privileges whatsoever to the said flat or any part thereof belonging to or in any way appertaining for or with the same or any part thereof shall held use occupy or enjoy or repute to belong or be appurtenant thereto and the right title use and enjoy common facilities such as passage, staircase, lift, roof, lobby compound to and from an adjacent to or in the way of the said schedule flat as also the rents, in use and profits thereof and all the estate, right, title, interest, inheritance, use trust and demand whatsoever, both at law and in equity of the Vendor into or upon the said Schedule Flat or every part thereof to have and to hold the said Schedule Flat and every part thereof UNTO AND TO the said Schedule flat and very part thereof UNTO AND TO the use of the PURCHASER forever and absolutely.

2. That the Vendor does hereby covenant with the Purchaser that notwithstanding any act. Deed matter or thing hereto before done, committed or performed or knowingly suffered by the Vendor at all material times had and still have absolute right, perfect title and indefeasible authority to grant, convey, sell and assign the "....." Sq. Ft. i.e. "....." **Decimals** undivided proportionate share in land and flat in **PANCHRATNA KUNJ**, in and every part thereof to the Purchaser and that the same is free from all encumbrances, charges, mortgages, lien, claim and demand of whatsoever nature.
3. That the Vendor does hereby further covenants with the Purchaser that he/she shall hold, possess and beneficiary enjoy the same and every part thereof and may get his/her name mutated in the records of the Circle Officer, Kanke Anchal, Ranchi and whatsoever else that may be felt necessary and expedient.
4. That the Vendor does hereby yet again covenant with the Purchaser that they shall be saved harmless and kept indemnified from and against all losses, damages, cost or expenses which may subsist by reason of any defect of title or possession of any heirs or any encumbrances or any claim being made by any person whatsoever to the said property or any part thereof.

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5. That the Vendor does hereby covenant with the Purchaser that the Vendor and all persons claimed through the Vendor and/or any of their ancestors and predecessors in title shall and will at the request and cost of the PURCHASER execute and perform all such further acts, deeds, things and matters that may be reasonably necessary for more perfectly and fully assuring and securing the purchaser title and possession over the said flat and every part thereof.
6. That the Vendor does hereby deliver to the Purchaser all evidence and writing relating to the possession and custody of the Schedule Flat, and undivided share in the land hereby conveyed and the Vendor and/or any person claiming under him do hereby covenant with the Purchaser that the Vendor have lawfully seized and possessed the Schedule Flat free from all encumbrances and they have absolute authority to the Schedule Flat in the manner aforesaid.
7. That the Purchaser shall have right to peaceably and quietly possess and enjoy the Schedule Flat or through tenants or assigns or relatives without any claim, permission or demand or destruction or hindrance whatsoever either from the vendor or from any person claiming from or under them.
8. That the roof right of the said building will be always remain with the Vendors/Confirming party except common area of the roof i.e. water tank etc. In future if the competent authority Ranchi Municipal Corporation, Ranchi/ R.R.D.A., Ranchi permit for the further construction over the roof of the building the same will be constructed by the vendors/confirming party for that, purchaser and other occupier shall have no right to create any objection.
9. That the Purchaser after taking possession of the Schedule Flat shall be liable to abide by the rules and regulations of the Government, Authority. Committee constituted by the flat owners, if any and the terms and conditions mentioned in this deed and shall also be liable to pay all relevant taxes fees, payment, proportionate land revenue for the proportionate undivided share in the land mentioned hereinabove and in respect of the flat as fixed by the Government from the date of execution and registration of the sale deed in respect of the Scheduled Flat.
10. That the said Flat shall be used and occupied by the Purchaser, successors, assigns, transferees, legal representatives and/or legal heirs, notwithstanding anything contained herein the Purchaser shall have full and absolute right to use the said flat by the Purchaser, or family members or through tenant, successors, assigns only for residential purpose and not for any other purpose.

For PANCHRATNA PROMOTERS PRIVATE LIMITED

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DIRECTOR

11. That the Purchaser shall be liable to bear proportionate share of responsibility or liability arising or occurring in pursuance of/or in connection with the common facilities and amenities in the said apartment.
12. That the Purchaser shall be liable for the electricity consumption in respect of the Schedule Flat and for such purpose a separate meter has been installed for recording such consumption.
13. That the Purchaser will share proportionate responsibility as also the liability for the common facilities and amenities collectively with the other purchasers of the other flats in the said building.
14. That the Purchaser shall not do or suffer anything to be done in the said Flat and/or in the said apartment which may cause a nuisance, annoyance or inconvenience to the other occupiers of the said apartment or the adjacent neighbors nor shall use the said flat for any immoral/illegal purpose.
15. That the Purchaser shall have to use the common passage, staircase, lift parts in the said apartment and/or common amenities and/or facilities with other remaining occupiers of the said apartment.
16. That the Developer does hereby further covenant that the aforesaid consideration amount for the said Schedule Flat is inclusive of the consideration money for the individual undivided proportionate share in the said land upon which the said Schedule Flat is standing.
17. That the Purchaser undivided proportionate share in the said land retained shall remain joint for all times with the Vendor and/or other co-owners, occupiers who may hereafter or here before have acquired right, title and interest in the said undivided proportionate share of land is impartible.
18. That the Purchaser shall have full propriety right as the Vendor derived, save/except that of demolishing or committing waste in respect of the land and the building described in the Schedule hereunder in any manner so to affect the other co-owners who prior to this conveyance have purchased and acquired or may hereafter purchase or acquire similar Proprietary rights as covered by this conveyance.
19. That the Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.
20. That not to throw dirt, garbage, rags or other refuse or permit the same to be thrown on the roof, stack gutters, rain water pipes, drains, landings, staircase, soil pipes, main entrance, passage, without car

parking space or such other portion of the apartment which is generally used or enjoyed by the Purchaser in common with the owners or occupiers of the other flats. That exterior portion of the flat shall not be decorated otherwise than in the manner agreed to by a majority/jointly of the flat owners.

21. That the Purchaser has the right to enter into and upon other parts of the apartment for the purpose of repairing, cleaning. Maintaining or renewing any such drains, water courses, cables or aforesaid and/or laying down any new sewers, drains, water courses, cables and wires with a little disturbances as possible and making good damage caused and the Purchaser has all the right to use all common facilities and amenities of the said Apartment.
22. That the Developer/Builder will constitute/form a society of the owners of PANCHRATNA AVENUE, for smooth functioning, maintenance of building for each monthly maintenance will be fixed for payment common electricity bill, salary of guards, sweepers, diesel for generator, club facility etc. which is required for maintenance of building and after elected member amongst the flat owners, society shall be handed over.
23. That the Purchaser shall use the common road (common private property) on the north side of the premises only for ingress/egress to the premises & movement within the premises. The Purchaser shall not park or keep parked any vehicle on the common road.
24. That the Purchaser shall be liable to proportionate share or responsibility or liability arising or occurring pursuance of or in connection with the common facilities and amenities in the said building such a expenses or maintaining, repairing (a) main structure and in particular the stacks gutters and rain water pipes of the Apartment (b) water pipes, drains, electric cables and wires, laying, under and the Apartment and enjoyed or used by the Purchasers, occupiers, owners in common with the owners/ purchasers of the other flats (c) main entrance, passage, landing and staircase of the Apartment (d) clear and reasonable lighted the passage, landing, staircase and other part of the apartment so enjoyed or used by the purchasers in common as aforesaid and as far as practicable keep the forecourt, way and other parts of the Apartment in good conditions (f) water pump, use of the lifting water (g) a separate common meter has been installed for recording common electric consumption for water pump for purpose of recording consumption of staircase lighting (h) all club activities like swimming pool, community hall, Cinema Theater, Garden, Guest Flat, Gym, Yoga Centre, Indoor Games Room, Steam Room etc.

For PANCHRATNA PROMOTERS PRIVATE LIMITED

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DIRECTOR

MAINTENANCE IN-CHARGE AND ASSOCIATION:

1. The Common Areas and Installations shall be in the exclusive control, management and administration of the Developer/Society when handed over by the Developer/Agency/ies appointed by the Developer hereto who shall be the Maintenance In-charge. The Developer may itself or by appointing any person or facilities management agency or agencies, look after and administer the acts relating to the Common Purposes. The Purchaser shall, if so required by the Developer, enter upon separate maintenance related agreement with the Developer or the Maintenance Agency/ies appointed by it.
2. Within one year from the delivery of possession of 80% of the Units in the Building Complex or earlier if so decided by the Developer, the Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of such Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to formation of the Association.
3. In case due to any reason, the Developer sends notice in writing to the Purchaser and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser along with the other Co-owners shall immediately upon receiving such notice, themselves form the Association for the Common Purposes and the Developer shall not be responsible and liable thereof.
4. Upon formation of the Association, the Developer shall handover/transfer to the Association all rights responsibilities and obligations with regard to the Common Purposes (except those expressly reserved by the Landowners or the Developer hereunder or intended to be or so desired by them hereafter) whereupon only the Association shall be entitled thereto and obliged thereof Provided that in case on the date of expiry of three months from the date of sending the notice by the Developer the Association is not formed by the Co-owners, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Developer to all the Co-owners for the time being of the Building Complex and thereupon only the Co-owners shall be entitled thereto and obliged thereof fully and in all manner.
5. In the Association to be formed by the Developer as aforesaid and unless the Developer hereafter vary or decide any other voting pattern, each Co-owner shall have voting rights therein which shall be equivalent to one Vote per Unit it being clarified that in case there be more than one Purchaser of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have and exercise such voting right.

For PANCHRATNA PROMOTERS PRIVATE LIMITED

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6. The Developer shall also transfer to the Association or the Co-owners, as the case may be, the Deposits made by the Purchaser to the Developer in terms hereof, after adjustment of its dues, if any and shall thenceforth be held by the Association/Co-owners in the relevant accounts.
7. The rules, regulations and/or bye laws of the said Association and those that the Association and/or the Co-owners may frame or apply in respect of the Building Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Landowners and/or the Developer, hereunder reserved and/or belonging to them or any of them and also those that they or any of them may hereafter reserve.

1 **DEVELOPER'S AND LANDOWNERS'S EXCLUSIVE AREAS AND ENTITLEMENTS :**

- 1.1 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows:-

1.1.1 Upon construction of the New Buildings the Developer shall identify and demarcate portions of the ground level at the said premises as driveway, pathway and passage for common use. Save and except the portion so identified to be driveway, pathway and passage for common use and save and except those expressed or intended to form part of the Common Areas and Installations, all open and covered space at the ground level at the said premises shall be the exclusive property of the Landowners and the Developer in accordance with the Development Agreement and they shall have the full and free right to make additions, alterations, constructions and/or reconstructions in such open and covered space at the Building Complex and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in their absolute discretion, think fit and proper.

1.1.2 The roof of the Designated building shall exclusively belong to the Developer and the Landowners in accordance with the terms and conditions of the Development Agreement. The Developer shall, in its sole discretion, be entitled to deal with, let out or transfer different portions of the roof of the Designated building to one or more individual buyers/co-owners of any Unit in the Designated building for their exclusive user of their respective portions thereof.

- 1.1.3 The Developer, may if so deemed fit and in its sole discretion, identify any portion of the Roof of the New Building as being for common use jointly by all or any group of the Co-owners of the Units in the New Buildings as they may deem fit and proper at such consideration and on such terms and conditions as they may deem fit and proper.
- 1.1.4 The Developer hereby exclude and reserve unto itself the right, with the permission of the concerned authorities, to construct additional storey or stories on the roof of the New Buildings or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and on such terms and conditions as they may, in its sole discretion, think fit and proper. In the event of any such construction the Developer shall, if necessary, shift the Over-head Water Tank and other common installations on the roof of such construction.
- 1.1.5 The Developer shall have the full and free right to construct upon the other portions of the said premises outside the Designated building, such buildings or structures or other erections and installations as the Developer may deem fit and proper and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in its absolute discretion, think fit and proper
- 1.1.6 In case of any construction or additional construction, there shall be a consequential decrease in the said share in the land, but the Purchaser either individually or together with the co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Developer and/or the Landowners on account thereof.
- 1.1.7 The Developer shall also be entitled to put or allow anyone to put neon-sign, hoardings, antennae, towers, communication towers, sign boards or any other installations on the roof of the New Buildings or any part thereof at such consideration, rent, hiring charges etc., and on such terms and conditions as the Developer in their sole discretion, may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be excepted and reserved unto the Developer.

For PANCHRATNA PROMOTERS PRIVATE LIMITED

Pratula Manu

DIRECTOR

- 1.1.8 For or relating to any such constructions, additions or alterations, etc., the Developer shall, with the approval of the Architect, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said premises viz. lift, generator, water, electricity, sewerage, drainage etc., thereto as be deemed to be expedient to make such area and constructions tenantable.
- 1.1.9 The Developer shall at its sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground floor area and/or any portion of the New Buildings in such manner as the Developer may deem fit and proper.
- 1.1.10 The Developer shall be at liberty to cause to be changed the nature of use or occupancy group in respect of any Unit or Units (other than the Designated Unit), Parking Space or other areas and spaces to any other user or occupancy group as the Developer may deem fit and proper and to own use enjoy sell and/or transfer the same as such.
- 1.1.11 The Purchaser hereby consents and confirms that the Developer shall be at liberty to have the Building Plan modified and/or altered for construction reconstruction addition and/or alteration of or to the Building Complex or any part thereto and/or for change of user of any Unit other than the Designated Unit Provided That in case by such modification, alteration and/or sanction the location or super built-up area of the Designated Unit is likely to be affected then the Developer shall take a consent from the Purchaser for such modification, alteration and/or sanction.
- 1.1.12 The Developer shall also be entitled to all existing and future vertical and horizontal exploitation of the New Buildings at the said premises and to sell transfer or otherwise dispose of the same on such terms and conditions as it may in its absolute discretion think fit and proper.
- 1.2 The Purchaser doth hereby agree, acknowledge and consent to the rights title and interest under clause 10.1 and its sub-clauses hereinabove which are and shall be and be deemed to be excepted and reserved unto and to the Landowners and the Developer, and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the

doing or carrying out of any such act deed or thing in connection therewith by the Landowners and/or the Developer and/or persons deriving title or authority from them or any of them.

2 PURCHASER'S FURTHER ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:

- 2.1 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Landowners and the Developer to the said premises and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Development Agreement and fully understood the contents purport and meaning thereof and the rights and powers of the Landowners and the Developer there under and also otherwise and agrees and covenants not to raise any objection with regard thereto. The Purchaser has also inspected the Building Plan in respect of the New Buildings and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto.
- 2.2 It is expressly agreed that immediately upon the Developer notifying the Purchaser to take possession of the Designated Unit, the Purchaser shall inspect and satisfy himself about the workmanship and completion of the flat in every respect before taking possession. With effect from the expiry of the notice period, it shall be deemed that the Developer has complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled to raise any dispute against or claim any amount from the Developer on account of defect in the construction of the Designated Unit or the Building Complex or in the workmanship or materials used therein or in the Building Complex or on any other account whatsoever.
- 2.3 The Purchaser shall at his own costs and expenses abide by, observe fulfill and perform the terms, conditions and obligations contained herein and in the agreement with the Developer in the manner and within the period stipulated thereof and shall not commit any delay or default in respect thereof. The Purchaser shall not object to, dispute or challenge the properties benefits and rights excepted and reserved by the Landowners and the Developer hereunder or any other right of the Landowners and the Developer or the Maintenance In-charge hereunder and shall not do any act deed or thing which may affect the exercise of any right of the Landowners and the Developer or the Maintenance In-charge hereunder.
- 2.4 The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privacy of contract or

For PANCHRATNA PROMOTERS PRIVATE LIMITED

Pratish Mohan
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DIRECTOR

- any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Landowners and the Developer for fulfillment of the Purchaser's obligations and the Landowners and the Developer's rights shall in no way be affected or prejudiced thereby.
- 2.5 The Purchaser individually or along with the other Co-owners will not require the Developer to contribute towards proportionate share of the Common Expenses, maintenance, any other charges in respect of the common areas, amenities and other facilities.
- 2.6 In the event of the Purchaser being a person other than Indian citizens domiciled in India or outside all necessary formalities as per the applicable laws and rules of The Reserve Bank of India and others concerned shall be observed and performed by the Purchaser. The Purchaser shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (application and Transfer of Immoveable Property in India) Regulations, 2000 and all/or other statutory provisions as laid down and notified by the Government, Reserve Bank of India or concerned Statutory Authorities from time to time. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by The Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. The Developer accepts no responsibilities in this regard. Any refund to them shall be made in Indian Rupees and 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.
- 2.7 The Purchaser shall cause and ensure that any money paid by him is not in violation of any laws of the country of its citizenship or domicile or residence (temporary or permanent) or any other country, including but not limited to being receipt of bribes, kickbacks, political contributions, or other prohibited funds or payments and in the event of a breach of this certification/affirmation, should the Developer suffer damage to its reputation and loss of business which is incapable of accurate estimation, the Purchaser agrees to defend, indemnify and hold harmless the Developer from all claims, demands, causes of action, damages, losses, fines, penalties or costs, including attorney's fees, that the Developer may suffer by reason of such certification and affirmation by the Purchaser as above.

For PANCHRATNA PROMOTERS PRIVATE LIMITED

Prateek Mehta

DIRECTOR

- 2.8 The power backup from the Common Generator in the Building Complex shall be commenced only upon sixty five percent of the Co-owners taking possession of their respective Units in the Building Complex and not before and the Purchaser, in case it takes possession of the Designated Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Developer shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

3 **ADJUDICATION OF DISPUTES :**

- 3.1 Should there be disputes and differences by and between the parties hereto in any way relating to or connected with the designated unit and/or this agreement and/or anything done in pursuance hereof, the same shall be referred for arbitration nominated by both the parties. It is agreed by and between the parties hereto that the said Sole Arbitrator or the person as be nominated by mutual consent of both the parties shall have the power to pass and give both interim order and award and/or Award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the parties. The Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time.

4 **NOTICE :**

- 4.1 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid. In case there be more than one Purchaser, then notice to the first named purchaser shall be sufficient notice to all the Purchasers.

5 **JURISDICTION :**

- 6.1 Only the Civil Courts having territorial jurisdiction over the said premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

(APPURTENANCES)

1. **SAID SHARE IN LAND: ALL THAT** the proportionate undivided

For PANCHRATNA PROMOTERS PRIVATE LIMITED

Pradeep More
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DIRECTOR

indivisible share in the land comprised in the plinth of the Designated building.

2. **PARKING RIGHT : ALL THAT** the right to park car in the floor along or at such covered/open place as be expressly specified by the Developer at or before delivery of possession of the Designated Unit.
3. **ROOF RIGHT:** It is expressly mentioned that no right to use any portion of the Reserved Roof of the Designated building or any other New Buildings has been agreed to be granted to the Purchaser hereunder.

Common Areas & Installations at the Designated building :

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated building.
3. Two Lifts with all machineries accessories and equipment's (including the lift machine room) and lift well for installing the same in the Designated Building.
4. Electrical installations with main switch and meter and space required therefore in the Building.
5. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of any individual building

B. Common Areas & Installations at the Building Complex:

1. Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).

2. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
3. Municipal Water supply or Deep tube well with water filtration plant if any (only in case of deep tube well) for water supply.
4. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
5. DG Set, its panels, accessories and wirings and space for installation of the same.
6. Sewage Treatment Plant, Fire Fighting Systems, Rain Water Harvesting System and other related installations.
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex.

(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated building and of the Building Complex (including lifts, generators, intercom, water pump with motor, Club related equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated building and/or the Building Complex and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Designated building and/or the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, water pump with motor, Club related equipments, electricity, light fittings etc.) and also the costs of repairing, renovating and replacing the same.

For PANCHRATNA PROMOTERS PRIVATE LIMITED

Pratula Mose
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DIRECTOR

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium for insurance, if so done, of the Building (except individual units) against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

(RULES AND REGULATIONS)

1. The Purchaser binds himself and covenants:
 - (a) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the Designated building to be used for non-residential purposes.
 - (b) Unless the right of parking is expressly granted and mentioned the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises).

- (c) In case the Purchaser has applied for facility of parking motor car/two wheeler and has been allotted the said Facility, the facility of such parking shall be subject to the following conditions:-
- (i) The Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises or at common road outside the premises) not claim any right to park in any manner whatsoever or howsoever.;
 - (ii) The Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car and/or two wheeler, as the case may be. In case the Purchaser has been granted any Parking Facility for motor car, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
 - (iii) No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (iv) The Purchaser shall not park any vehicle of any description anywhere within the Building Complex save only at the place, if agreed to be granted to him.
 - (v) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Designated building and none else.
 - (vi) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - (vii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be superseded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Developer liable in any manner whatsoever nor make any claim whatsoever against the Developer.
 - (viii) The terms and conditions on the use of the Parking Facility as mentioned above or elsewhere stipulated in

this agreement/deed shall all be covenants running with the Parking Facility.

- (d) In case the Purchaser has not been agreed to be granted any Parking Facility, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises) nor claim any right to park in any manner whatsoever or howsoever.
- (e) Not to make any construction or addition or alteration or enclose any Common Areas and Installations nor display any signboard, neon sign or signage there from or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- (f) Not to claim any access or user of any building at the said premises except the designated building and the Common Areas and Installations mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- (g) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Unit **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided thereof in the Designated Unit.
- (h) To apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of appropriate authority within 06 (six) months from the date of possession.
- (i) Not to partition or sub-divide the Designated Unit nor to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the New Buildings passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building Complex nor to hang from or attach

For PANCHRATNA PROMOTERS PRIVATE LIMITED

Pratish More

DIRECTOR

to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the New Building or any part thereof.

- (j) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (k) Not to install or keep or operate any generator in the Designated Unit or in the corridor, lobby or passage of the floor in which the Designated Unit is situate or in any other common areas of the New Building or the said Premises save the battery operated inverter inside the Designated Unit.
- (l) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (m) Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- (n) No bird or animal shall be kept or harbored in the common areas of the building complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the building complex unless accompanied.
- (o) To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the New Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- (p) To use the Common Areas and Installations only to the extent required for ingress to and egress from the Designated Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Premises by the Developer and all other persons entitled thereto.
- (q) To keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building Complex in good and substantial repair and condition so as to support shelter and protect the

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other units/parts of the New Buildings and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.

- (r) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the New Building or may cause any increase in the premium payable in respect thereof.
- (s) Not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Building Complex.
- (t) To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- (u) To keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises.
- (v) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Ranchi Municipal Corporation, JUVN/JSEB/JBVN Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Building Complex.
- (w) Not to alter the outer elevation or façade or color scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the New Buildings otherwise than

Pratibha More
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in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- (x) Not to install grills the design of which have not been suggested or approved by the Developer or the Architects.
- (y) Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- (z) Not to use the Designated Unit or any part thereof or any part of the Building Complex as Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners, it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the of the Developer to use or permit any other Unit or portion of the New Building to be used for residential and non residential purposes.

1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.5% per month on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) Disconnect the supply of electricity to the Designated Unit.
- b) Withhold and stop all other utilities and facilities (including lifts, generators, water, etc.) to the Purchaser and his employees' customers' agents tenants or licensees' and/or the Designated Unit.
- c) To demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

MEMO OF CONSIDERATION

Rs.-/- (Rupees Only) paid by the purchaser to the Developer as full and final consideration amount in the following manner:-

Sl. No.	Cheque/DD/	Date	Name of Bank	Amount (in
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Prateek More

DIRECTOR

	RTGS/			Rs.)
2.
LESS CGST			
LESS SGST			
2.
LESS CGST			
LESS SGST			
APPLICABLE TDS @1%			/-
Total			/-

SCHEDULE "A" ABOVE REFERRED TO

The total land measuring more or less 46.04 decimals equivalent to 20055 Sq. Ft, at Village – Morabadi, Thana No. 192, Anchal – Bargain, District – Ranchi, all are in Municipal Ward No. 4, Old Holding No. 142/B, New Holding No. 004000313000A2, Khata No.90, R.S. Plot No. 1442 having 8 dec equivalent to 3484.8 Square Feet, 1443 having 03 dec equivalent to 1306.8 Square Feet & 1444 having 4 dec. equivalent to 1742.4 Square Feet corresponding to M.S. Plot No. 210 & 211, Old Holding No. 142/B, New Holding Numbers – 0040005218000A1, Old Holding No. 142/B3, New Holding Numbers – 0040003131000A1 Khata No. 136, Khewat No. 172 corresponding to M.S. Plot No. 205 having 31.04 Dec. equivalent to 13521.02 Square Feet situated at Morabadi, District – Ranchi, State – Jharkhand. Butted and bounded as follows:-

- North :- 40' Wide Ranchi Boreya Road
- South :- Plot of Gopal Sahu & Mahavir Kujur
- East :- Plot of Vishundev Singh (Part Plot of 205)
- West :- Plot of Savitri Devi Fogla & Others (Part Plot of 205)

SCHEDULE "A"
SCHEDULE "B" ABOVE REFERRED TO

All that Flat measuring a total **Super Built Up Area** Sq. Ft. (**Built Up Area** Sq. Ft., **Carpet Area** Sq. Ft.) being **Flat No.** on the Floor and medium sized car parking in the Floor of the building commonly known as PANCHRATNA AVENUE, with undivided proportionate impartable land standing on Schedule "A" land in the following manner :-

For PANCHRATNA PROMOTERS PRIVATE LIMITED

Pratibha More

DIRECTOR

<u>Khata No.</u>	<u>Plot No.</u>	<u>Undivided Share of Land</u>
.....	“.....” Decimals

Flat shown in RED WASH in the map attached herewith forming part of this deed along with all facilities, amenities, common area of the said flat, together with right to use all common facilities and amenities of the said Apartment which bounded and butted as follows:-

North :-

South :-

East :-

West :-

Details of Building as follows:-

1	Whether Kucha or Pucca	:-	Pucca
2	If Pucca, Whether tiled or reinforced concrete	:-	Brick/ reinforced concrete
3	The Plinth area of each floor or stories and the building with area of each storey floor	:-	Super built up area “.....” Sq.ft
4	Numbers of Floors	:-	G+3
4	Year of Construction	:-
5	A brief description of the nature of sanitary, electrical and other fittings in the building or other quality	:-	Normal
6	Area whether the building is constructed and its use residential, commercial and industrials	:-	Residential
7	If on rent its annual rent.	:-	Not Applicable
8	<u>For the purpose of registration fee and stamp duties the documents is valued as under:-</u>		
	Cost of Flat Super Built up area “.....” Sq.ft (Govt. Rate /- per sq.ft.)	:-	Rs./-
	Cost of Land (“.....” Sq.ft i.e.”) decimals (Govt. Rate/- per Decimals)	:-	Rs./-
	Total	:-	Rs./-

For PANCHRATNA PROMOTERS PRIVATE LIMITED

Pratik More

DIRECTOR

CERTIFICATE

CERTIFIED that the land in schedule according to entries in records of right is neither Govt., land nor has the same been acquired by the Gov., for Defence or Civil purpose. The land in Schedule has not been given in Bhudan and is outside the Forest Area and does not belonging to BCCL, CCL or ECL. THIS IS FURTHER CERTIFIED that the land is not a tribal land according to Khatian nor connected with any tribal. It is beyond ceiling limit and it does not belong to math, temple, church or mosque.

It is also certified that the above mentioned land is not a Kaishar-e-hind land, Gairmajarua Aam Land, Forest/Jungle Land etc.

It is also certified that neither the **VENDORS** belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act nor the land mentioned above is subject matter of section 46 or other Sub clauses of section 46 of Chota Nagpur Tenancy Act.

All the documents and statements presented for registration have been presented voluntarily and are true. The onus of any discrepancies or wrong submission will be on the respective parties who have appeared for registration of the document.

IN WITNESSES WHEREOF, the **VENDORS'** Power of Attorney put his signature on this conveyance at Ranchi on the day, month and year first above written.

WITNESSES:

1. **VENDOR/ Developer**

- 2.

Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb

DEVELOPER/CONFIRMING PARTY

Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb

PHOTOGRAPH & SIGNATURE OF PURCHASER

LEFT HAND FINGER'S IMPRESSION PURCHASER

Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb

Certified that finger impression of the left hand of each person whose photograph is affixed in this documents have been obtained by me.

Typed by:

Drafted by:

Pratish Kumar
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