

Conveyance Deed

This Builder Buyer's Agreement ("Agreement") is executed at Ranchi on this _____ day of _____, 20____

BETWEEN

UGNA BUILDWELL PVT. LTD. (CIN No. - U45201JH2018PTC011795), a company incorporated under the provisions of the Companies Act, 1956, having its registered address at 3C, Sarojini Enclave, Dipatoli, Kokar, Ranchi, Jharkhand-834009 and Corporate office at 105, Mahal Residency, Booty Road, Bariyatu, Ranchi, Jharkhand- 834009 through its Director's **Mr. Ajit Kumar** (Aadhar No.3736/8005/8077), S/o Sri Avadhesh Kumar by Faith Hindu, by Caste General, by Occupation Business and **Mr. Satish Kumar** (Aadhar No. 5021 1271 6325), S/o Sri Devendra Nath Kumar, by Faith Hindu, by Caste General, by Occupation Business (hereinafter referred to as the "**PROMOTER**" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in-interest, executors, administrators and permitted assignees);

AND

First Applicant	
Name	Mr. _____
S/O	Sri _____
Present Address:	_____
Pan No.:	_____
Aadhar No.:	_____
Date of Birth:	_____

(hereinafter referred to as the "**Allottee**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, excutors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**". Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement for Sale so demands.

WHEREAS:

- A. The **PROMOTER** has acquired right, title and interest to a parcel of land admeasuring 208.17 decimal located at Shivaji Nagar, Bargain, Thana No. 184, Ranchi, Jharkhand – 834009 by virtue of Development



Agreement dated 7th **November 2021** with land owner as per mentioned in given below Table, who is the registered owner/ owners of the land Vide Sale Deed dated (as per mentioned in Table) and is duly empowered to develop/build flat and allot, enter into agreement for sell/sub-lease and sell/sublease the flat/s with parking space in the Affordable Group Housing Complex.

Mauja – Bargain	Ward No.- 5	Thana – Sadar	Thana No. 184
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S. No.	Name	Khata No.	Plot No.	Sub Plot No.	Registry Date	Deed No.	Volume No.	Pages	Rakwa (Decima)
1	Ramchandra Sahu and Laxman Sahu	49	2389	2389 A	11/10/21	2671/2470	38	40	31.5
2	Ramchandra Sahu and Laxman Sahu	49	2413	2413 A	11/10/21	2671/2470	38	40	6.75
3	Kanti Devi	49	2389	2389/B-1	11/10/21	2671/2470	38	38	15.75
4	Kanti Devi	49	2413	2413/B-1	11/10/21	2671/2470	38	38	3.37
5	Birendra Sahu, Ram Briksh Sahu, Prakash Prasad Sahu and Shiv Prasad Sahu	49	2389	2389/B-2	11/10/21	2671/2470	38	39	15.75
6	Birendra Sahu Ram Briksh Sahu, Prakash Prasad Sahu and Shiv Prasad Sahu	49	2413	2413/B-2	11/10/21	2671/2470	38	39	3.37
7	Parash Nath Sahu	117	2381	2381/B	11/10/21	2670/2469	39	13	1.38
8	Parash Nath Sahu	117	2387	2387/B	11/10/21	2670/2469	39	13	10.2



9	Bisheshwar Kumar Sahu	117	2381	2381/C	11/10/21	2670/2469	39	14	1.38
10	Bisheshwar Kumar Sahu	117	2386	2386/C	11/10/21	2670/2469	39	14	2.5
11	Bisheshwar Kumar Sahu	117	2387	2387/C	11/10/21	2670/2469	39	14	7.7
12	Sachin Kumar Sahu	117	2381	2381/D	11/10/21	2670/2469	38	37	5.16
13	Sachin Kumar Sahu	117	2387	2387/D	11/10/21	2670/2469	38	37	9.56
14	Mahesh Prasad	3	2388	2388/B	11/10/21	2670/2469	38	56	6.66
15	Mahesh Prasad	49	2389	2389/B	11/10/21	2670/2469	38	56	16
16	Mahesh Prasad	49	2413	2413/B	11/10/21	2670/2469	38	56	4.44
17	Mukesh Kumar Sahu	3	2388	2388/C	11/10/21	2670/2469	38	55	6.66
18	Mukesh Kumar Sahu	49	2389	2389/C	11/10/21	2670/2469	38	55	21
19	Mukesh Kumar Sahu	49	2413	2413/C	11/10/21	2670/2469	38	55	4.44
20	Nikhil Kumar	3	2388	2388/A	11/10/21	2669/2468	38	59	5.16
21	Nikhil Kumar	49	2389	2389/A	11/10/21	2669/2468	38	59	21
22	Nikhil Kumar	49	2413	2413/A	11/10/21	2669/2468	38	59	4.44
23	Mamta Devi	3	2388		07/07/20	1159/1078	39	44	4

Total Land Area 208.17

- B.** The Above LAND OWNER(S), intended to develop their above mentioned Land by getting constructed a Multi Storied Building, consisting of several Residential Apartments including parking space through the PROMOTER for which the above named LAND OWNER(S), amalgamated and pooled their respective land and separately entered into Development Agreements and assigned the development rights

UNNA BUILDWELL (P) LTD.
Asit Kumar
DIRECTOR

in respect of the Property in favour of the PROMOTER herein on the terms and conditions agreed and set in the Development Agreements.

- C. The PROMOTER proposed a layout plan ("LAYOUT") and building plan for the development of the Property. The PROMOTER has made an application vide RMC/AH/0423/W05/2022 to the Municipal Commissioner, Ranchi Municipal Corporation (RMC), Ranchi for the sanction which has been sanctioned by the Municipal Commissioner, RMC, Ranchi by and under Order dated 14th November, 2023 for the Affordable Housing in Khata No.: 117, 49, 03 on RS Plot No.: 2381, 2386, 2387, 2388, 2389, 2413 bearing Sanction Number: RMC/AH/163/W05/2022 permitting construction and development of the said multistoried residential building in Three (3) Blocks and one Club House on the Property on terms and conditions as mentioned therein;
- D. The Said Land is earmarked for the purpose of building a residential project, comprising of Three (3) Blocks of multistoried apartment buildings, One Club House Building and the said project shall be known as **"THE HABITAT"** ("PROJECT");
- E. The PROMOTER is fully competent to enter into this Agreement and already obtained the requisite consents, approvals, licenses, permits, certificates, registrations, etc., by whatever name called, as required under applicable Laws (*defined hereinafter*), from various statutory authorities / local bodies / departments, ("**Authorities**"), required to develop the Said Land;
- F. The PROMOTER has obtained the final layout plan approvals for the Project from RMC, Ranchi. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The PROMOTER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Ranchi, Jharkhand on ____/____/____ under registration number JRERA/PROJECT/____/____;
- H. The Allottee confirms that they have chosen to invest in the said Project after exploring all other options of similar properties available with other Developer(s) and available in re-sale in the vast and competitive market in the vicinity and further confirm that the booking in this Project is suitable for their requirement and therefore has voluntarily approached the PROMOTER for purchase of the Apartment;
- I. The Allottee have demanded from the PROMOTER and the PROMOTER has given inspection to them the approvals, documents of title relating to the Project Land, plans, designs and specifications prepared by the PROMOTER's Architects, and displayed at its offices;
- J. After the Allottee enquiry, the PROMOTER requested the Allottee/s to carry out independent necessary search by appointing his/ her/ their own Advocate and to ask any queries he /she/they had regarding the title and the nature of the title and the Allottee/s has/have satisfied himself / herself / themselves about the marketable title and rights of the PROMOTER in respect of the Said Land / the Said Property;
- K. L. At the time of booking, the Allottee has been informed by the PROMOTER the payment schedule, instalments to be paid and other payments related terms and conditions including but not limited to interest payable on delayed payments and delayed possession. Upon agreeing and accepting the above, the Allottee has/have applied to the PROMOTER for allotment of said flat with full knowledge of all laws/notifications and rules applicable to the area in general and the arrangements pertaining to the said project named as **"THE HABITAT"** and is satisfied himself/herself in respect of ownership title of the property. The buyer had made the Application (defined hereinafter) to the company for provisional allotment of the APARTMENT bearing **Flat No.:** _____ having Carpet Area admeasuring _____ **Sq. Ft.**, Exclusive Balcony Area admeasuring _____ **Sq. Ft.**, External Wall Area admeasuring _____ **Sq. Ft.**, Built-up Area admeasuring _____ **Sq. Ft.** and Super Buildup Area admeasuring "**SQ. FT**" situated on the _____ Floor in **Tower "**_____ " in the said PROJECT (defined hereinafter).



Location of Tower A, B & C: Khata No.: 117, 49, 03 on RS Plot No.: 2381, 2386, 2387, 2388, 2389, 2413, Shivaji Nagar, Bargain, Ranchi

Boundary of A 101

East: Flat _____

West: _____

North: _____

South: _____

- L.** The "Carpet Area" means the net usable floor area of the said APARTMENT, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or Verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the said APARTMENT. "Exclusive Balcony / Verandah Area" means the area of the balcony or Verandah, as the case may be, which is appurtenant to the net usable floor area of the said APARTMENT, meant for the exclusive use of the Allottee. "Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the said APARTMENT, meant for the exclusive use of the Allottee;
- M.** The PROMOTER shall at its discretion, as prescribed under the Relevant Laws Form association of the Allottee (being either a co-operative society / condominium / limited company or combination of them), as it may deem fit and proper in respect of the said Project known by such name as the PROMOTER may decide (hereinafter referred to as the said "ORGANISATION"), which shall be responsible for maintenance and management of the said Project, within such period as may be prescribed under the Relevant Laws;
- N.** The Allottee hereby agrees and confirms that the Floor Space Index (FSI) or FAR permitted for carrying out construction on the Said Land plus any additional FSI/FAR if available to the Promoter as per the building bye-laws of the Ranchi Municipal Corporation (RMC), Ranchi, or local authority from time to time, shall be available/belongs to the Promoter and the Promoter shall have and has retained all rights to use, utilize and consume the FSI/FAR. It is further clarified that the Promoter has right to use Transferable Development Rights (TDR) / additional FSI upon the said Land if permissible because of change in rules and regulations. The Promoter reserves its rights to develop additional Floor as may be deemed fit and proper and as per the revised building plans which may be hereafter re-approved/sanctioned by the Ranchi Municipal Corporation, Ranchi, by utilising the available and future FSI/TDR of the Said Land;
- O.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- P.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- Q.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said APARTMENT;
- R.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, have agreed to the terms and conditions of this Agreement as set forth hereinafter and confirm that the recitals shall form a part of the Agreement between the parties.

NOW, IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

UNNA BUILDWELL (P) LTD.
Asit Kumar
DIRECTOR

1. **TERMS:**

1.1 At the request of the Allottee and Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase from the Promoter the APARTMENT bearing **Flat No.:** _____ having Carpet Area admeasuring _____ **Sq. Ft.**, Exclusive Balcony Area admeasuring _____ **Sq. Ft.**, External Wall Area admeasuring _____ **Sq. Ft.**, Built-up Area admeasuring _____ **Sq. Ft.** and Super Buildup Area admeasuring _____ **SQ. FT** situated on the **1st** Floor in **Tower “_____”** in the said PROJECT known as **“THE HABITAT”** and which APARTMENT is as described in the SCHEDULE 'B';

1.2 A In consideration of the above, the Allottee hereby agrees to pay to the Promoter a total sale consideration of Rs. **72, 29, 800/- (Rupees Seventy-two Lac Twenty-Nine Thousand & Eight Hundred Only)** (“Total Price”);

Explanation:

- i. The Total Price of APARTMENT includes: 1) pro rata share in the Common Areas; and 2) 1 (One) Car parking at the Basement as provided in the Agreement;
- ii. The Total Price above excludes taxes. Taxes includes Goods and Services Tax and Cess or any other similar taxes like, land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are liveable or become liveable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of said APARTMENT. For the purpose of this Agreement,
 - “GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.
 - “GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.
 - “Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other relevant laws. Taxes shall be payable by the Allottee on demand made by the Promoter within 15 (Fifteen) days, and the Allottee shall indemnify and keep indemnified the PROMOTER from and against the same. In case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification;
- iii. Tax Deducted at Source - The Allottee is aware that the Allottee has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961
- iv. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in Schedule (“Payment Plan”) and the Allottee shall make payment strictly within fifteen (15) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes to be paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

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- 1.3 The Allottee has paid a sum of **Rs. 9,03,200/-** as on date as booking/advance amount being part payment towards the Total Price of the APARTMENT at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the APARTMENT as prescribed in Payment Schedule ("**Payment Plan**") as may be demanded by the Promoter within the time and in the manner specified therein: provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified 1.11;

Apartment Flat Details:

Unit Type	_____
Floor	_____
Tower Name	V
Flat No.	_____
Super Buildup Area (in Sq.Ft)	_____
Buildup Area (in Sq.Ft)	_____
Carpet Area (in Sq.Ft)	_____
No. of Cover Car Parking	_____

Flat Cost Details (Excluding Govt. Charges):

Basic Price	Other Charges	Total Charges
_____	0	_____

Total _____ Only

The above price also includes cost of Undivided Proportionate share of the aforementioned parcel of land in THE HABITAT Society in favour of APPLICANT'S. On payment of Total Price, the same shall be the outright property of the APPLICANT'S.

Payment Schedule

Description	% of BSP	Amount (INR)
On Booking	10% of BSP	_____
Within 30 Days of Booking	10% of BSP	_____
On Excavation	10% of BSP	_____
On Casting of Foundation	10% of BSP	_____
On Casting of 2 nd Floor	10% of BSP	_____
On Casting of 5th Floor	10% of BSP	_____
On Casting of 8th Floor	10% of BSP	_____
On Casting of 10th Floor	10% of BSP	_____
On Casting of Top Floor	5% of BSP	_____



On Start of Brick Work Plaster	5% of BSP	_____
On Start of Flooring within Apartment	5% of BSP	_____
On Final Notice of Possession	5% of BSP	_____
Total		_____
Total		Only

- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments;
- 1.5 The Allottee shall make the payment as per the payment plan opted by customer and mentioned above in Payment Schedule.
- 1.6 The specifications, fixtures and fittings like flooring, sanitary fittings, and amenities to be provided by the PROMOTER in the said APARTMENT(s) as are set out in Specification Sheet. The Allottee is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the PROMOTER and undertakes that the Allottee shall not raise any objection in respect thereof hereafter. It is agreed that the Promoter shall not make any additions and alterations in the Floor plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the APARTMENT, without the previous written consent of the Allottee. Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or alterations as per the provisions of the Act;
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. However, 1 (one) percent deviation in carpet area due to internal plaster or tiles skirting shall be acceptable to both the parties. The Built-up Area of the said Apartment is 1125 SQ. FT. and the Super Built-up Area is 1463 SQ. FT.;
- 1.8 The Promoter agrees and acknowledges the Allottee shall have the right to the APARTMENT as mentioned below:
- The Allottee shall have exclusive ownership of the APARTMENT;
 - The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable;

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Ajit Kumar
 DIRECTOR

1.9 It is made clear by the Promoter and the Allottee agrees that the APARTMENT along with 1 (One) Car Parking at the Basement shall be treated as a single indivisible unit for all purposes;

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

1.11 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of 2% (Two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum (“Interest”) from the date they fall due till the date of receipt/realization of payment by the other Party.
Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

Without prejudice to the other rights of the PROMOTER hereunder, the PROMOTER shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the said APARTMENT and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the PROMOTER. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the PROMOTER.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ‘**UGNA Buildwell Pvt. Ltd.**’ payable at Ranchi.

The Allottee shall pay the respective payment along with applicable taxes strictly within fifteen (15) days of the PROMOTER sending notice of the completion of each milestone. Intimation forwarded by the PROMOTER to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee and the Allottee agree/s not to dispute the same. The Allottee hereby understand/s and agree/s that, save and except for the intimation from the PROMOTER as provided under this Clause, it shall not be obligatory on the part of the PROMOTER to send reminders regarding the payments to be made by the Allottee as per the payment schedule mentioned in this Clause, and the Allottee shall make all payment/s to the PROMOTER on or before the due dates, time being the essence of this Agreement.

The PROMOTER shall not accept payment by Cash and/ or deposit of Cash in the designated account of the PROMOTER and such payment shall not be accepted and continue to appear as outstanding against the Unit.

The PROMOTER shall accept payments towards Sale Consideration from the account(s) of the Allottee and/ or Joint Allottee only.

UGNA BUILDWELL (P) LTD.
Ajit Kumar
DIRECTOR

If any payments of installments are made by any third party by or on behalf of the Allottee, the PROMOTER shall not be responsible towards any such third party and such third party shall not have any right in Unit, except as may be specifically consented to by the PROMOTER in case of the Bank Loan availed by the Allottee.

Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Allottee.

In case of any financing arrangement entered by the Allottee with any Bank /financial institution with respect to the purchase of the said APARTMENT, the Allottee undertake/s to direct such bank / financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to the PROMOTER.

For the purpose of remitting funds Online/NEFT/RTGS by the Allottee, the following are the particulars of the beneficiary:

Account Name:	UGNA Buildwell Pvt. Ltd.
Account No:	50200058639590
Bank & Branch:	HDFC, Kantatoli, Ranchi
IFSC Code:	HDFC0004213

If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause 10.3 below and the PROMOTER may at its option be entitled to exercise the recourse available thereunder. Further, the PROMOTER may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment at the rate specified in Clause 1.11. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the said APARTMENT are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve



Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

Any implications arising out of any default by the Allottee shall be the sole responsibility of the Allottee. The PROMOTER accepts no responsibility in this regard and the Allottee shall keep the PROMOTER fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate in writing to the PROMOTER immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

4. **ANTI-MONEY LAUNDERING**

The Allottee hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee under this Agreement towards the said APARTMENT is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Allottee further declare(s) and authorize(s) the PROMOTER to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirm that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee further agree(s) and confirm(s) that in case the PROMOTER becomes aware and/or in case the PROMOTER is notified by the statutory authorities of any instance of violation of Money Laundering, then the PROMOTER shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said APARTMENT neither have any claim/demand against the PROMOTER, which the Allottee hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the PROMOTER to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the PROMOTER a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

5. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

6. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the said ORGANISATION after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject

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to the simultaneous completion of construction by the Promoter as provided in Schedule ("Payment Plan").

7. **CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Ranchi Municipal Corporation, Ranchi.

8. **POSSESSION OF THE APARTMENT**

8.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to complete the Project before ____/____/2029, as specified in FORM 'C' of RERA registration certificate and hand over possession of the Apartment within 3 (Three) months from completion date, unless there is delay or failure due to:

- (i) War, Riots, Civil Commotion or any act of God like, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure").
- (ii) Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
- (iii) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.
- (iv) Delay in grant of any NOC / permission /licence or getting any requisite Certificate from RMC or any other authority.

If, however, the completion of the Project is delayed due to the Force Majeure and above mentioned conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

8.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate or the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the

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Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/said ORGANISATION, as the case may be.

- 8.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 8.4 Possession by the Allottee - After obtaining the occupancy certificate or the completion certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the said ORGANISATION or the competent authority, as the case may be, as per the local laws.
- 8.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount of 10% + Taxes paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 90 days of such cancellation.
- 8.6 **Compensation –**
The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event or the condition mentioned in Clause 7.1 above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a PROMOTER on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him along with Interest at the rate specified in Clause 1.11 in respect of the Apartment, within 90 days.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;



- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the said ORGANISATION;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

10. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee or himself/themselves with intention to bring all persons into whosoever hands the said APARTMENT may come, hereby covenants with the PROMOTER and thereafter to the ORGANISATION as follows: -

- (i) Not to make any changes to the Balcony, shall not change its colour scheme, shall not cover it or add any element like Grill, Tiles etc. which may change the External look and elevation of the said APARTMENT. The Allottee shall not construct any Wall on the Floor Slab where Beam is not present. If they need to create internal changes/Partition, they need to use light weight material like Wood/Ply Board/WPC board etc.
- (ii) Not to store in the said APARTMENT any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said APARTMENT is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said APARTMENT is situated, including entrances of the said Building and in case any damage is caused to the building in which the said APARTMENT is situated or the said APARTMENT on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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- (iii) To carry out at his own cost all internal repairs to the said APARTMENT and maintain the said APARTMENT in the same condition, state and order in which it was delivered by the PROMOTER to the Allottee and shall not do or suffer to be done anything in or to the building in which the said APARTMENT is situated or the said APARTMENT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof including to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished nor at any time make or cause to be made any addition or alteration of whatever nature in, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the said APARTMENT and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the said APARTMENT without the prior written permission of the PROMOTER and/or the said ORGANISATION.
- (v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said APARTMENT in the compound or any portion of the said Land and the Building.
- (vi) The Allottee shall not use the said APARTMENT in the manner, so as to cause blockade or hindrance to common passages, Verandah or terraces. No common parts of the said Building will be used by the Allottee for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. The Allottee shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the Building and the Project.
- (vii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the PROMOTER. The Allottee shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the PROMOTER.
- (viii) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.
- (ix) The Allottee agree/s not to fix or install air conditioners or heaters in the said APARTMENT, save and except at the places which have been specified in the said APARTMENT for the installation nor in any way disturb the external façade of the said APARTMENT.

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- (x) The Allottee agree/s not to fix or install any window antenna on the roof or terrace or external façade of the said Building except by the prior sanction of the PROMOTER and/or Maintenance Agency and/or the said ORGANISATION and at places earmarked by the PROMOTER.
- (xi) Pay to the PROMOTER within fifteen days of demand by the PROMOTER, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said APARTMENT is situated.
- (xii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said APARTMENT by the Allottee for any purposes other than for purpose for which it is sold.
- (xiii) The Allottee shall not let, sub-let, transfer, assign or part with the interest or benefit of this Agreement or part with the possession of the said APARTMENT until all the dues payable by the Allottee to the PROMOTER under this Agreement are fully paid up.
- (xiv) The Allottee shall observe and perform all the rules and regulations which the said ORGANISATION may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the APARTMENT(S) therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the ORGANISATION regarding the occupancy and use of the said APARTMENT in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xv) That it is agreed and accepted by the Allottee that upon creation / incorporation of the said ORGANISATION, the common equipment pertaining to power back-up, etc. shall be transferred in favour of the said ORGANISATION and that unless agreed the PROMOTER / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the PROMOTER is limited to installation of the said equipment only for the first time.
- (xvi) The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the said APARTMENT at his/her/their/its cost and responsibility. The Allottee confirms that such finance/ housing loan/ mortgage from financial institution/bank for payment of instalments of the Sale Consideration as set out hereinabove may be availed on the basis that no right or interest of the PROMOTER under this Agreement is affected on account of finance being obtained by the Allottee. The Allottee obligation to purchase the said APARTMENT pursuant to this Agreement shall not be contingent on the Allottee' ability or competency to obtain such financing and the Allottee will always remain bound under this Agreement. The PROMOTER shall not be responsible in any manner whatsoever if any bank/financial institution delays and/ or refuses to finance the said APARTMENT on any ground or revokes the loan already granted. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the said APARTMENT, the Allottee undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the PROMOTER through an account payee cheque/demand draft. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then



the Allottee shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to the PROMOTER within stipulated time as per the payment plan.

- (xvii) As a modality for obtaining finance, the Banks/Financial Institution may require the PROMOTER to give its no objection to enable a charge or mortgage of the said APARTMENT. The PROMOTER agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to the PROMOTER's right for payment of consideration on sale of said APARTMENT due from the Allottee and that the PROMOTER shall be entitled to adopt all recourse available under this agreement and under law for recovery of the PROMOTER's dues.
- (xviii) It is mutually agreed between the PROMOTER and the Allottee that the PROMOTER shall not be liable for repayment of loan amount or any part thereof availed by the Allottee. All costs associated with procurement of loan amount shall be borne by the Allottee alone.
- (xix) Notwithstanding any arrangement between the Allottee and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, GST, local body tax, works contract tax etc., remains unpaid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the PROMOTER and the PROMOTER shall have the first charge on the said APARTMENT and/or the Premises for the un-paid/outstanding amount including interest thereon.
- (xx) The Allottee shall indemnify and keep indemnified the PROMOTER and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the PROMOTER and its successors and assigns may suffer or incur by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the said loan in respect of the said APARTMENT.
- (xxi) The Allottee agrees and undertakes that the PROMOTER shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said APARTMENT by the concerned authorities due to non-payment by the Allottee or any other apartment holder or owner of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (xxii) That the Allottee acknowledge(s) that the PROMOTER alone is entitled to utilize and deal with all the development potential of the said Land including the existing and future FSI and /or transferable development rights ("TDR"). Neither the Allottee nor any of the other Allottee of the APARTMENT(s) in the Building/s nor the ORGANISATION to be formed of Allottee of APARTMENT(s) shall be entitled to claim any FSI and/or TDR howsoever available on the Property. All FSI and/or TDR at any time available in respect of the said Land shall always belong absolutely to the PROMOTER. The unutilized / residual FSI (including fungible FSI, future accretions / enhancement due to favourable change in law or otherwise) in respect of the said Land shall always be available to and shall always be for the benefit of the PROMOTER and the PROMOTER shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee / ORGANISATION. The Promoter shall have and has retained all rights to amalgamate with the said Land; any other abutting or

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adjoining piece/s of Lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area of the said Plot/such abutting or adjoining piece/s of Land.

- (xxiii) The Allottee or ORGANISATION of the Allottee shall not alter/demolish/construct or redevelop the Building or the said Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the said Land. The Allottee hereby agree and undertake that he/she/they shall pay the insurance premium of the said APARTMENT and proportionate area of the Project, from such date as intimated and instructed by the PROMOTER.
- (xxiv) The Allottee hereby agrees and undertakes that he/she/they shall maintain and up-keep the said APARTMENT, Building and the Project, so that Amenities may be well maintained.
- (xxv) The Allottee are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the PROMOTER be held liable in any manner whatsoever, for the same.
- (xxvi) The Allottee undertake/s to timely sign and execute all applications, papers, documents, undertakings, Maintenance Agreement, any other agreement/s and all other relevant papers within such period as notified by the PROMOTER in writing, after paying registration fee/ charges, stamp duty and other charges/ expenses (as may be applicable). In case, the Allottee fails or neglects to execute and/ or register (if may be applicable) such documents or agreement/s and all other relevant papers within the date notified, physical possession of the said APARTMENT to Allottee may be withheld by the PROMOTER and penalty if any shall be payable under the relevant laws for delay in such completion. The PROMOTER shall have the right to cancel the allotment/this Agreement in case the Allottee fail/s to have the Agreement within sixty (60) days from the date notified to the Allottee.

11. EVENTS OF DEFAULTS AND CONSEQUENCES

- 11.1 Subject to the delay or failure due to conditions mentioned in clause 7.1, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 11.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

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- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice:
- 11.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
 - (i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Clause 1.11.
 - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond Three consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount of 10% + Taxes and the interest liabilities and this Agreement shall thereupon stand terminated.

12. **CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate or the completion certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

13. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Allottee agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-law drafted/adopted by the PROMOTER for the ORGANISATION, necessary for the formation and registration of the ORGANISATION and for becoming its member, within 15 (Fifteen) days from intimation by the PROMOTER. The Allottee agree(s) not to object to any changes/amendments made by the PROMOTER in the draft/model bye-laws of the ORGANISATION, as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The first board of the said Organisation shall be proposed by the PROMOTER. The Allottee hereby authorize PROMOTER to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such ORGANISATION shall be borne and paid by all the Allottee of the said Project in the same

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proportion of the total area of the apartment(s) bears to the total area of all the apartment(s). Upon the said ORGANISATION being formed and registered, the rights, benefits and interests of the Allottee shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, convents, stipulations and provisions of this Agreement. The PROMOTER shall not be liable for any claims or penalties for delay in forming the ORGANISATION, on account of any delay of the apartment(s) owners in complying with the above. The PROMOTER may become a member of the ORGANISATION to the extent of all unsold and/or un-allotted apartment(s), areas and spaces in the said Project.

With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, the PROMOTER may involve Maintenance Agency for the maintenance and management of the Project. Even after formation of the ORGANISATION, such Maintenance Agency can continue to be appointed for maintenance and up-keep on such terms and conditions as the PROMOTER may deem fit, and the Allottee hereby gives their unequivocal consent for the same. For the services rendered by such Maintenance Agency for the said Project, the Maintenance Agency shall charge maintenance fee to all residents of the said Project, which the Allottee undertake/s to pay at all times.

The Allottee hereby agrees and confirms that the Allottee shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Building in which the said apartment is located (namely local taxes, electrical charges, water charges, insurance, expenses of administration, cleaning and maintenance of common areas, repair & replacement of the common parts, fixtures, fittings, equipment and accessories and salaries of clerks, bill collectors, chowkidars, plumbers, electricians, sweepers and all other expenses necessary and incidental to the management and maintenance), irrespective of whether the Allottee is in occupation of the said apartment or not. The Allottee shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the PROMOTER, as may be demanded, from time to time.

It is in the interest of Allottee to help the Maintenance Agency in effectively keeping the said apartment, and Project/Complex secured in all ways. Allottee hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. The Allottee hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the said Project and the Building.

The Allottee of the said Apartment shall pay to the following tentative amounts at the time on completion of the said Project within 1 (One) month from the date of serving completion notice, in the Bank A/c of the said ORGANISATION. The tentative Maintenance amount may increase depending upon the actual cost at the time of completion.

Sr. No.	Particulars	Amount
(i)	For Share Capital/Corpus Fund, application entrance fee of said Organisation @ 100 Per Sq. Ft.	_____
(ii)	Deposit towards provisional monthly contribution towards outgoing of the said ORGANISATION for 12 Months @ 2/- Per Sq. Ft.	_____

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	Total	_____
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- * The Share Capital/Corpus Fund shall be contributed by the Purchaser/s of the Apartment only. The Promoter will not contribute the Share Capital/Corpus Fund of the Unsold Apartments; however, the Promoter shall contribute for monthly maintenance.

14. **DEFECT LIABILITY**

If the Allottee brings to the notice of the PROMOTER any structural defect in the said Apartment within a period stipulated under the Relevant Laws, it shall wherever possible be rectified by the PROMOTER without further charge to the Allottee. However, Parties agree and confirm that the decision of the PROMOTER's architect shall be final in deciding whether there is any actual structural defect in the Apartment / Building(s) or defective material being used or regarding workmanship, quality or provision of service.

After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the PROMOTER shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

15. **RIGHT OF ALLOTTEE TO USE COMMON AREAS SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the said ORGANISATION (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the said ORGANISATION from time to time.

16. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency /said ORGANISATION shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the said ORGANISATION and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

17. **USAGE**

The basement(s) and service areas, if any, as located within the **THE HABITAT** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the said ORGANISATION formed by the Allottee for rendering maintenance services.

18. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**



The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

19. **ADDITIONAL CONSTRUCTIONS**

The Allottee hereby consents that the PROMOTER shall be entitled to construct any additional area/Floor/structures in the Project as the PROMOTER may deem fit and proper and the PROMOTER shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee and/or the said ORGANISATION, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Allottee agrees not to dispute or object to the same.

20. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

However, the PROMOTER if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the said APARTMENT allotted hereunder. The PROMOTER shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the said APARTMENT, provided the PROMOTER shall be the principal debtor and it shall be the sole responsibility of the PROMOTER to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the PROMOTER to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the said APARTMENT agreed to be transferred hereunder.

21. **APARTMENT OWNERSHIP ACT**

Except otherwise mentioned and provided herein, this agreement shall always be subject to the provisions of the Jharkhand Apartment (Flat) Ownership Act, 2011 and rules amendments made there under from time to time.

22. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the

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Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be. The Allottee hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the PROMOTER to the Allottee, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

24. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

25. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

26. **WAIVER NOT A LIMITATION TO ENFORCE**

26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

26.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. **SEVERABILITY**



If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be in proportion of the carpet area + exclusive balcony area + external wall area of the Apartment, bears to that of all the Apartments in the Project.

29. **FURTHER ASSURANCES**

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

30. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the Promoter's Office, and this Agreement shall be deemed to have been executed at Ranchi.

31. **NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the PROMOTER by Registered Post at their respective addresses specified below:

If to the Allottee:

Attention:	Mr. _____
Address:	_____
E-Mail:	_____

If to the Promoter:

Attention:	M/S UGNA Buildwell Pvt. Ltd.
Address:	105, Mahal Residency, Booty Road, Bariyatu, Ranchi, Jharkhand - 835217
E-Mail:	ugnabuildwell@gmail.com, info@ugnabuildwell.com

It shall be the duty of the Allottee and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post



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

32. **JOINT ALLOTTEES**

That in case there are Joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee.

33. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

34. **DISPUTE RESOLUTION**

The Parties agrees that, in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be referred for adjudication to arbitration under the Arbitration and Conciliation Act, 1996 and to be administered by the arbitral tribunal by reference to three arbitrators, one arbitrator to be appointed by the Buyer, one to be appointed by the Company and the third to be appointed by the two appointed arbitrators,. The arbitration proceedings shall be held at Ranchi only. The courts at Ranchi shall alone have the jurisdiction.

35. **This** Agreement may be executed in 2 (two) counterparts, each of which will be deemed as original, but all of which will constitute one and the same instrument.

36. This Agreement may be modified or amended only mutually in writing, duly executed by the authorized representatives of the Parties.

37. The Parties to this Agreement agree that, to the extent permitted by Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

38. This Agreement records the complete Agreement between the Parties and supersedes all previous, if any, correspondences, understandings, agreements, letters, papers or documents exchanged and/or executed by the Parties.

IN WITNESS WHEREOF, the parties sign this Deed of Agreement on the day, month and year first written above in presence of the witnesses:

For M/S UGNA Buildwell Pvt. Ltd.

For M/S UGNA Buildwell Pvt. Ltd.



MR. AJIT KUMAR
DIRECTOR

Mr. SATISH KUMAR
DIRECTOR

For **Mr.** _____

1st Applicant



Description of the Said Flat



Note: The aforesaid Master Plan / Layout Plan are indicative. The Company reserves the right to change/ add/ delete the design of Master Plan / Layout Plan in consultation with the architect or competent authority as deemed fit.

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Asit Kumar
 DIRECTOR

THE HABITAT Specification

FOUNDATION	:	RCC Columns and pedestal anti termite treatment both in foundation and plinth.
STRUCTURE	:	Earthquake resistance RCC framed structure with brick work in AAC Block/red bricks/fly ash bricks.
COMMUNIATION	:	APP Based Intercom Facility
WALLS	:	8"-10" thick External and 4" -5" thick internal partition wall.
WALL FINISH	:	Exterior – Building Exterior Finish with high quality weather coat paint Interior – Internal walls and ceiling finish with POP or White Putty with primer
COMMON AREA FLOORING	:	Corridors - Vitrified Tiles / Marble Lift Lobby - Vitrified Tiles / Marble Stairs – Granite/Marble Fire Exit Stairs – Marble / Stone / Tiles Parking – Paving Tiles / Paint/
APARTMENT FLOORING	:	Living and Dining – Polished Vitrified Tiles Master Bed Room - Polished Vitrified Tiles Other Bed Room and Kitchen - Polished Vitrified Tiles
WINDOWS/VENTILATORS:	:	Sliding Windows with 5mm thick clear glass and mesh in powder coated aluminium channel/UPVC
DOORS	:	Main Door – Flush Door Door Frame – Sal/Neem Wood or MARL WPC door frame Other Door – Flush Door or MARL WPC door
WATER ARRANGEMENT	:	Water Supply - Deep Bore Well – 2 Nos. Water Tank – Large rooftop & underground water tank to hold sufficient quantity of water
TOILETS	:	Sanitary Ware – Hindware / Jaguar / Kohler / Kerovit / Cera / American/ISI Standard or equivalent CP Fittings - Hindware / Jaguar / Kohler / Kerovit / Cera / American/ISI Standard or equivalent Water Line - CPVC Pipe Line with Hot & Cold Water Supply Walls - Polished Vitrified Tiles up to 7' height Flooring – Anti – Skid Ceramic Tiles
SANITARY FITTINGS	:	All C.P. or brass fittings of standard make. White glazed vitreous sanitary ware, cistern of white acrylic fiber glass. (Jal or Hindware etc & equivalent) with hot and cold water facilities (without Guizer)

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KITCHEN	:	Platform – Impressively designed platform with Granite / Marble Worktop Dado – Ceramic Glazed wall tiles up to 2' above counter Sink – One Single Bowl stainless counter top steel sink with mixer Washing Area – Washing area to be covered with tiles Water Line- CPVC Pipe line with Hot and Cold Water Supply Electrical Points – Points for Aquaguard, chimney, Microwave and Geyser
ELECTRICAL	:	Electrical Switches, Sockets and other fixture – Legrand / L&T / Havells / Siemens / Anchor or equivalent Electrical Circuit Breakers - Legrand / L&T / Havells / Siemens / Anchor or Equivalent Concealed Electrical Wiring – RR /KEI/ Polycab / Mescab / Finolex or Equivalent Provision of Air Conditioning in Drawing Room, Master Bedroom, Children Bedroom and Guest Bedroom
ROOF TOP	:	An average of minimum 4" thick lime terracing will be done on roof applying special treatment for better thermal insulation. Proper slope will be maintained to protect the roof from dampness. Protective parapet wall will be provided.
GENERATOR	:	Generator of required capacity to provide backup for Lift and Common Areas
LIFT	:	High Speed Stretcher Lift - Otis / Schindler / Kone / Equivalent High Speed Automatic Lift - Otis / Schindler / Kone / Equivalent Lift to have Automatic Rescue Device, adequate lighting, well finished door and cabin with an emergency alarm
RAILING	:	Internal – Stainless Steel Railing External – Stainless Steel/Glass / Mild Steel / Cast Iron railing as per the design consultants
Car Parking	:	Reserved Car Parking in covered and open area for residents with comfortable driveway

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Ajit Kumar
DIRECTOR

Details of Amenities

1. Temple
2. Swimming Pool/Kids Pool
3. Gymnasium
4. Community Hall cum Indoor Game
5. Kids Play Area
6. Elders Park
7. Sand Pit
8. Amphitheatre
9. Skating Track
10. Jogging Track
11. Water Bodies Fountain
12. Guest Parking
13. Pergola with Seating
14. Maintenance Office cum Security Office
15. Internal Pathway
16. Fire Extinguisher
17. Open Area Lighting
18. Badminton Area
19. Deep Borewell
20. Car Wash Area
21. Electric Car Charging Facility
22. Waiting Lounge in Community Hall
23. Water Harvesting
24. Boom Barrier
25. App Based Security Management

