

BUILDER BUYER'S AGREEMENT

This Builder Buyer's Agreement is executed at Ranchi on this _____ day of _____, 2020

BETWEEN

SAIN OVERSEAS BUILDWELL PVT. LTD., a company registered under the Companies Act, 1956, having its registered address at 3C, Sarojini Enclave, Deepatoli, Kokar, Ranchi, Jharkhand-834009 and Corporate office at Sain Overseas Group, 2nd Floor, NH 33, Adjoining to BSNL – Jumar, Getlatu, Ranchi, Jharkhand through its Director's **Mr. Satish Kumar, and Mr. Ajit Kumar** (hereinafter referred to as the “**Developer/Company**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;

Company CIN No. U45201JH2018PTC011795, Company Pan No.: ABACS7555E, GST No.: 20ABACS7555E1ZM

AND

First Applicant	Co Applicant
Name:	Name:
Present Address:	Contact No.:
PAN No.:	LandLine No.:
Aadhar No.:	Email Id:
Date of Birth:	PAN No.:
	Aadhar No.:

(hereinafter referred to as the “**Buyer**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, legal representatives and permitted assigns) of the **SECOND PART**.

The Company and the Buyer are collectively referred to as the “**Parties**” and individually, as a “**Party**”.

WHEREAS:

- A.** The Company has acquired right, title and interest to a parcel of land admeasuring 77 decimal located at Getlatu, Mauja Kanke, Thana No. 166, Ranchi, Jharkhand, by virtue of Registered Development Agreement dated 18th January 2020 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.

Mouja – Getlatu	Thana – Sadar	Thana No. 166
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S. No.	Name	Khata No.	Plot No.	Registry Date	Deed No.	Volume No.	Pages	Rakwa (Decimal)
1	Smt. Jaikumari Devi Thapa	35	217	28/02/1987	5588	2	24	77

Total Area of Land ::77.00 Decimal

- B.** The Company is under the process of development of the Said Township (*defined hereinafter*) on the Said Land known by the name of **SAIN OASIS** comprising of Residential Flats.
- C.** The Company has 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.
- D.** With reference to company application **RRDA/GH/0253/2019** dated 14th September 2019 for grant of license for the Building Development Permit in Khata No. 35, Plot No. 217, Mauja Kanke Situated in Colony/Street: GETLATU; SANCTION has been granted by RRDA with Sanction Number: **RRDA/AH/0272/2019** on dated **18/02/2020**, valid upto 18/02/2025; and RERA Registration No.: **JHARERA/PROJECT/933/2020**, valid upto 17/02/2025.
- E.** AND WHEREAS the Allottee has applied 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 "**SAIN OASIS**" 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 Flat No.:-----, Measuring (Super Buildup Area): -----, in the said township (defined hereinafter).
- F.** The Buyer has represented that it has specifically understood and agreed that:
- the performance by the Company of its obligations under these presents is contingent upon approvals to be granted by the Authorities from time to time, and subject to all applicable Laws/ notifications/ conditions as imposed by these Authorities while granting approvals to the Company, including the provisions of Government Master Plan, Zonal Regulations, Municipal Bye-laws;
 - the Company has readily provided all information, clarifications as required by the Buyer and that no oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self-contained and complete in itself in all respects; and
 - the Buyer is entering into this Agreement with full knowledge of all the Laws, rules, regulations, notifications, etc., applicable to the Said Township in particular and the terms and conditions contained in this Agreement and that the Buyer has clearly understood his/ her/ its rights, duties, responsibilities, obligations under each and all the sections of this Agreement.

- G.** The Buyer, after fully satisfying itself with the said facts and the right and title of the Company to sell/ allot/ transfer Said Flat in the Said Township, has approached the Company for buying the Said Flat in the Said Township.
- H.** The Company, relying on the confirmations, representations and assurances of the Buyer to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/ her/ its application to allot the Said Flat and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. Definitions and Interpretation:

1.1 Definitions:

In this Agreement, unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the following meanings:

“Act” means the statutes, laws applicable to the development of Said Land and allotment of Said Flat and includes any other rule, statutory enactment, amendment or modifications concerning the same;

“Additional Charges” shall mean to include other amounts, charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Agreement, including but not limited to:

- (a) Government rates tax on the Said Land/Flat, fees or levies of all and any kinds by whatever name called on the Said Township;
- (b) Maintenance charges for common areas, municipal tax on the Said Flat;
- (c) Stamp duty, registration and incidental charges as well as expenses for execution of this Agreement and Conveyance Deed (*defined hereinafter*) etc. which shall be borne and paid by the Buyer;
- (d) Taxes include the terms SGST, CGST, Professional Tax, Entertainment Tax etc.
- (e) The charges for water and electricity connection and consumption;
- (f) Any other charges that may be payable by the Buyer as per the other terms of this Agreement as applicable for the Said Flat.

“Agreement” means this Builder Buyer’s Agreement executed between the Buyer and the Company;

“Authorities” shall have the meaning ascribed to it in Recital C above;

“Buyer” shall have the meaning ascribed to it in paragraph 2 of the description of the Parties above;

“Company/Developer” shall have the meaning ascribed to it in paragraph 1 of the description of the Parties above;

“Common Areas and Facilities” in relation to the Said Flat and the Said Township, means:

- (a) Gardens and parking areas;
- (b) the premises for the lodging of janitors or persons employed for the management of the Said Township;
- (c) installation of central services, such as, power, light, incinerating and sewerage;
- (d) such other community and commercial facilities as may be prescribed; and
- (e) all other parts of the Said Land and Said Flat necessary or convenient to its existence, maintenance and safety, or normally in common use;

An indicative list of the Common Areas has been annexed herewith and marked as **Annexure B**.

“Conveyance Deed” shall have the meaning ascribed to it in Section 27 below; and as per model set or amended at the time execution by the Govt. of Jharkhand.

“Development Charges (DC)” means the charges for development levied/ leviable on the Said Township corresponding to Said Flat, if any, by the government or any other competent authority and also includes any increase in such development charges, by whatever name called or in whatever form and with all such conditions imposed by the government or any other competent authority;

“Earnest Money” means 10% of the Total Price of the Said Flat payable/paid by the Buyer;

“Encumbrances” means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any Law;

“Force Majeure” means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company’s ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (d) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court order or direction from any governmental authority that prevents or

restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;

- (e) any legislation, order or rule or regulation made or issued by the government or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of approvals for the Said Township/ Said Plot or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent Court or; for any reason whatsoever; or
- (h) any event or circumstances analogous to the foregoing;

“Laws” means all laws, promulgated and brought into force and effect by Government of India, State Government and/or local authorities (having the power under law) including any rules and regulations made there under by the government, its agencies, local authorities, judgments, decrees, injunctions, writs and orders of any court of law, as may be in force and effect during the subsistence of this Agreement;

“Maintenance Agency” means the Person(s) who shall carry out the maintenance and upkeep of the Said Township, which can be the Company or such other agency/ body/ company to whom the Company may handover the maintenance of the Said Township;

“Non Refundable Amounts” means interest paid or due on delayed payments, or any other amounts as intimated by the Company to the Buyer as non refundable amounts etc.;

“Person” shall mean any individual, partnership, association, joint stock company, joint venture corporation, trust, unincorporated organization or government, or agency or sub-division thereof;

“Said Land” shall have the meaning ascribed to it in Recital A above;

“Said Flat” shall mean the specific residential flat applied for by the Buyer in the Said Township, details of which have been set out in this Agreement and includes any alternative contiguous residential flat, if allotted to the Buyer in lieu of the Said Flat, more particularly described in **Schedule I** hereof;

“Said Township” means the township to be developed under the name and style of **“SAIN OASIS”** as per the development plans approved by the competent authority.

“Sale Price” means the final purchase price of Said Flat, which includes the Total Price (*defined hereinafter*) including Additional Charges that will be payable by the Buyer to the Company towards purchase of Said Flat;

“Taxes” shall mean any and all taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess /fund, GST, cess, educational cess or any other taxes, charges, levies by whatever name called, on the basic sale price, in connection with the development of the Said Flat in the Said Township;

“Total Area” shall be total/super/carpet area of the Said Flat. It is clarified that the Total Area mentioned in the Agreement is tentative and for the purpose of computing sale price, at this

stage, in respect of Said Flat only. The Company shall make calculations in the final Total Area and settle any increase / decrease in Sale Price at the time of offer of possession of the Said Flat.

“Transfer Charges” means the administrative charges of Rs. 75 per sq. ft. or as revised by the Company at its sole discretion that are levied on any transfer / assignment / nomination by the Buyer of the Said Flat before the Conveyance Deed is executed by the Company which amounts shall be payable by the Buyer in accordance with the terms and conditions of this Agreement and as per the demand raised by the Company from time to time;

“Third Party” means any Person who is not a signatory to this Agreement; and

“Total Price” means the amount amongst other payable for the Said Flat which includes basic sale price calculated on per sq. ft. basis of the Total Area of the Said Flat but does not include the Additional Charges.

1.2 **Interpretation:**

- (a) References to this Agreement or to any other instrument shall be a reference to this Agreement or that other instrument as amended, varied, novated, or substituted from time to time.
- (b) The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- (c) References to Recitals, Section, Schedules, Annexures are references to recitals, section, schedules and Annexures to this Agreement.
- (d) Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter gender and vice versa.
- (e) Any references to a “company” shall include a body corporate.
- (f) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Section in this Agreement limits the extent or application of another Section.
- (g) “In writing” includes any communication made by letter, fax or email.
- (h) The words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
- (i) References to a Person’s representatives shall be to its officers, employees, sub-contractors, agents and other duly authorized representatives.
- (j) References to statutory provisions shall be construed as references to those provisions as are respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).

2. The Buyer has expressed interest for provisional allotment of the Said Flat and has also satisfied itself about the arrangements/ title/ interest/ rights of the Company in the Said Land on which the Said Township is being developed/ constructed. The Buyer confirms that no further investigation in this regard is required by the Buyer.
3. The Parties herein are entering into this Agreement to set out the terms and conditions for sale of the Said Flat without any right, title or interest/ undivided interest in the Said Land with the right to use the Common Areas and Facilities appurtenant to the Said Flat, for the Total Price and the Additional Charges, to the Buyer upon completion of the development of the Said Township on the Said Land.
4. Subject to the terms and conditions of this Agreement, the Parties hereunder agree that, based on the completeness, accuracy and correctness of all the representation and warranties of the Company, as the owner and the developer, the Company shall sell and the Buyer shall purchase the Said Flat, for the consideration payable in the manner as provided for in this Agreement.
5. The Buyer shall pay the Total Price for the Said Flat in accordance with the payment plan opted by the Buyer, as follows:

6. Flat Details:

Unit Type	
Floor	
Tower Name	
Flat No.	
Super Buildup Area (in sft)	
Builtup Area (in sft)	
Carpet Area (in sft)	
No. of Cover Car Parking	

Flat Cost Details (Excluding Govt. Charges):

Basic Price	Other Charges	Total Charges

Payment Schedule

Description	% of BSP	Amount
On Booking	10% of BSP	
Within 30 Day of Booking	10% of BSP	

On Excavation	10% of BSP	
On Casting of PCC	10% of BSP	
On Casting of Basement	10% of BSP	
On Casting of 1st Floor	10% of BSP	
On Casting of 3rd Floor	10% of BSP	
On Casting of 5th Floor	5% of BSP	
On Casting of 7th Floor	5% of BSP	
On Start of Brick Work Plaster	5% of BSP	
On Start of Flooring within Apartment	10% of BSP	
On Final Notice of Possession	5% of BSP + OTHER CHARGES.	
Total		

**The Above Price is excluding of GST Charges and taxes will be applicable as per Govt.

Norms.

7. It is hereby clarified that in addition to the Total Price, the Buyer shall also be liable to pay Government Charges, Maintenance Charges, if any applicable on the flat & all the Additional Charges mentioned in this Agreement in accordance with the demand raised by the Company from time to time. The Buyer agrees and understands that the Total Price of the Said Flat and Additional Charges are calculated on the basis of the Total Area of the Said Flat which is tentative and any increase or decrease thereof shall be payable or refundable at the per sq. ft. rate mentioned in this Agreement.
8. That the area of the flat may change as per direction of the sanctioning authority or architect or structural engineers of the Developer. In case of variation in the super area to extent of $\pm 3\%$, there shall be no adjustment in the price of the flat. However in case the variation in the flat area is more than $\pm 3\%$, the buyer shall pay for the increased area (beyond of 3%) at the booking rate. In case of decreases of the flat area, beyond the permissible variation, the amount received in excess over and above the total cost of the flat (beyond of 3%), shall be refunded/adjusted (as the case may be) by the Developer to the buyer. The buyer in case where variation in the total area is more than 15% shall have the option to withdraw from this agreement and in such an event the buyer shall be entitled to refund of his money without interest or any damages.
9. The payments towards the Total Price and the Additional Charges shall be made by way of demand draft/cheque or electronic transfer. In the event, the Buyer delays in making payment of any installment of the Total Price or any component of the Additional Charges on the due

date specified in this Agreement and as demanded by the Company respectively, the Buyer shall be liable to pay interest @ 10.50% compounded annually at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the Company's right to cancel the allotment of the Said Flat and terminate this Agreement. Further, if the Buyer defaults in payment of the respective installment towards the Total Price within 30 days of such payment becoming due, the Company shall have a right to terminate this Agreement.

10. Subject to the other terms and conditions of this Agreement, on and after the payment of the Total Price and Additional Charges as per this Agreement, the Buyer shall have the right to use Common Area of the Said Township as per the Company policy.
11. The Buyer shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the other spaces, etc. or in the operation and management of the Said Township, or otherwise, including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to the government, semi government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Company may deem fit in its sole discretion.
12. The Buyer understands and confirms that the Company may carry extensive developmental/ construction activities for many years in future in the entire site area of the Said Township in which the Said Flat is located and the Buyer shall not have any right to object or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Buyer due to such developmental/ construction activities or incidental/ related activities. It is agreed by the Buyer that all rights including the ownership thereof of land(s), facilities and amenities outside the Said Flat, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and/ or any local body (ies) which the Company may deem fit in its sole discretion.
13. The Buyer agrees and understands that the Said Township may be subject to the regulations of the State and / or Central Government. The right to use the Common Areas of the Said Township, as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the provisions of law governing this development), shall be conclusive and binding upon the Buyer. The Buyer agrees and confirms that the Buyer's right, title and interest in the Said Flat, without any interest/ undivided interest in the Said Land respectively and the right to use the Common Areas of the Said Township shall be limited to and governed by what may be decided or specified by the Company in such declaration.
14. The Buyer shall be required to join the association of the owners of flats in the Said Township and the Buyer agrees to pay all fees, charges and other outgoings for the upkeep and maintenance of the Common Areas of Said Township, and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
15. The Buyer hereby makes the following representations and warranties:

- (a) All declarations / approvals, if required any, to the Buyer's employer or to any other authority has been made / obtained by him with respect to the execution of this Agreement; and
- (b) The execution of this Agreement is not prohibited by or contravene provisions of any applicable Laws or agreement or document to which the Buyer is a party.

16. The Buyer hereby declares and covenants with the Company that:

- (a) The Buyer shall, subject to the applicable Laws, use the Said Flat only for the purposes (i.e. residential purposes) as agreed to between the Parties and shall not do or suffer to be done anything in or to the Said Flat which can be against the rules, regulation or bye-laws of the concerned local or any other authority, or change, alter;
- (b) The Buyer undertakes to observe and perform all the terms and conditions and covenants to be observed and performed by the Buyer as set out in this Agreement;
- (c) The Buyer undertakes to proportionately pay all such future taxes, levies, expenses, cesses, dues, duties, impositions, outgoings and other burdens of any nature whatsoever imposed in respect of the Said Flat, as per applicable laws. The Buyer shall be liable to pay all the statutory levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Buyer till the Said Flat is assessed separately;
- (d) The Buyer shall not carry on or permit to be carried on in the Said Flat or in any part thereof any activities which shall be or are likely to be unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants of the other flats in the Said Township or store any goods of hazardous or combustible nature;
- (e) The Buyer undertakes to make the payment of the balance Total Price as per the schedule of payment provided for in this Agreement and of the Additional Charges as and when demanded by the Company. The Buyer specifically accepts that in case any due payment is not received by the Company within the stipulated stages/ dates indicated in the Agreement and/ or on the due dates agreed to between the Parties and/ or advised by the Company through any demand notice (due date), the Company shall issue a notice to the Buyer to make the payment within 15 days after the due date as aforesaid. In case the Buyer fails to make payment of the dues within the said 15 days, the Company may at its discretion allow the Buyer to make payment till the 30th day from the due date by paying an interest @ 10.50% compounded annually at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the Company's right to cancel the allotment of the Said flat and terminate this Agreement. In the event the Buyer still fails to make payment even on or before 30 (thirty) days from the due date, the Company shall have a right to terminate this Agreement and shall be entitled in its sole discretion, without giving any further notice, to forfeit the Earnest Money along with the Non Refundable Amounts along with interest on the delayed period and refund the excess amount there above to the Buyer without interest within a period of 06 months from the date of expiration of the said 30 days period;
- (f) In the event, the Buyer opts for the Installment Payment plan for making the payment of the Total Price of the Said Flat, it shall be responsible to make the timely payments

of the installments towards Total Price in the manner and within the time as specified in this Agreement along with the proportionate share of the Additional Charges in accordance with this Agreement. In the event, the Buyer delays in making any payment towards the Total Price and/ or any other Additional Charges demanded by the Company from time to time, it shall be liable to pay interest @ 10.50% compounded annually for such delay in payment towards any amount or charges to be paid;

- (g) The Buyer undertakes to observe and perform all the stipulations, terms and conditions laid down by the Company, as the case may be, of the other owners of the flats in the Said Township regarding the maintenance of the Common Areas and other welfare causes.
17. The Buyer agrees and understands that in addition to the Total Price, the Buyer shall be liable to pay all Taxes, as a component of the Additional Charges, which shall be charged and paid as follows i.e. a sum equivalent to the proportionate share of Taxes shall be paid by the Buyer to the Company. The proportionate share shall be the ratio of the Total Area of the Said Flat to the total Area of the Said Township.
18. In the event any Additional Charges is levied (including with retrospective effect) after the Conveyance Deed in respect of the Said Flat has been executed then the same shall be treated as unpaid sale price of the Said Flat and in case the Conveyance Deed has been executed, the Company shall have the first charge till such unpaid charges are paid by the Buyer.
19. The Buyer agrees that time is the essence in respect of all payments to be made by the Buyer including the Total Price and the Additional Charges, as mentioned in this Agreement.
20. The Buyer has seen and accepted the development plans with the specific knowledge that the development plans, designs, specifications, measurements, dimensions, location and number of the Said Flat and/or Said Township and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company and may also change due to changes/ modification required by the competent authority. The Buyer hereby agrees that the Company is fully entitled to increase/ change in the number of flats or the location of the Said Flat elsewhere and the Buyer shall have no right to objection to the same.
21. However, in case of any major alteration/modification resulting in more than 10% change in the Total Area of the Said Flat or material change in the location of the Said Flat any time prior to and/ or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Buyer will be informed in writing by the Company of such change and the difference in Total Price of the Said Flat paid/ to be paid by him or refunded to him by the Company as the case may be. The Buyer agrees to inform the Company in writing his objections, if any, to the changes within 30 (thirty) days from the date of such notice failing which the Buyer shall be deemed to have given his consent to all the alterations/ modifications. If the Buyer objects to such change in writing, within the permitted time and the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Buyer without interest or any damages.
and the Buyer agrees that the Buyer shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/ dispose off the Said Flat in a manner in which it may deem fit.

The Buyer agrees that any increase or reduction in the Total Area of the Said flat shall be payable or refundable (without any interest) at the rate on which such areas were sold/ charged.

22. The Buyer agrees and undertakes to pay on proportionate basis, all government rates, tax on the Said Township/ Said Flat, municipal tax, property taxes, other taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the government, municipal authority or any other governmental authority on the Said Township/ Said Flat as the case may be as assessable or applicable from the date of the Application. The Buyer shall be liable to pay all the statutory levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Buyer till the Said Flat is assessed separately.
23. The Buyer agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company, Force Majeure continues for an aggregate period of 30 (thirty) days in a given year, then the Company may in its sole discretion put the development of the Said Township in abeyance and terminate/ alter/ vary the terms and conditions of this Agreement and in case of termination, the Buyer shall be entitled to be refunded the amounts deposited by the Buyer, without any interest or compensation whatsoever, provided the Buyer is not in breach of any of the terms of this Agreement.

The Buyer agrees and acknowledges that the Company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Buyer and the Buyer shall have no other claim of any nature whatsoever.

24. Subject to other terms of this Agreement including but not limited to Section 20 above and timely payment of the Total Price and Additional Charges as mentioned in this Agreement, the Company shall endeavor to complete the development of the Said Township within 48 (forty eight) months from date of the agreement/date of the approval. It is made clear that the Company/s shall be entitled to a grace period of 6 (six) months from the date mentioned above. Thereafter, the Company shall offer the possession of the Said Flat to the Buyer within 90 days and shall execute a conveyance deed in respect thereof ("**Conveyance Deed**") upon the Buyer accepting the offer of possession in writing, as decided by the Company. Any delay by the Buyer in taking the possession of the Said Flat allotted within 90 (ninety) days from the date of offer of possession by the Company would attract charges @ Rs. 75 per sq. ft. per month of the Total Area of the Said Flat and the Maintenance Charges as determined by the Company / Maintenance Agency for the entire period of such delay until the date the actual physical possession of the Said Flat is taken over by the Applicant(s).
25. Subject to the terms and conditions of the Agreement, in case of delay (except for Force Majeure conditions) by the Company in completion of the development of the Said Flat, the Company shall pay compensation @ Rs 5/- per sq.ft. of total area per month. The Buyer agrees that it shall have no other rights/ claims whatsoever, provided the Buyer is not in breach of any of the terms of this Agreement. The adjustment of such compensation shall be done at the time of execution of the Conveyance Deed in respect of the Said Flat. Notwithstanding any of the above, the payment of the above compensation by the Company/s shall be subject to the Applicant(s) having fulfilled his / her / their obligations as per the terms of the Agreement.

- (a) In order to secure due performance of the Applicant(s) in prompt payment of the maintenance bills and other charges raised by the maintenance agency, the Buyer agrees to pay 2 Year Advance Common Area Maintenance Charges (“**CAMC**”) calculated on the basis of the Total Area of the Said Flat along with the GST or any other tax as decided by the company. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution.”

26. The Company reserves the right to transfer **Maintenance**

- a) The Buyer upon completion of the development of said Township agrees to enter into a maintenance agreement with the association / body / condominium of association of other owners of Flats in Said Township or any other nominee / agency / association or other body (hereinafter referred to as “**Maintenance Agency**”) as may be appointed / nominated by the Company from time to time for the maintenance and upkeep of the Common Areas of the Said Township. Such Common Areas shall not include the internal area of the Said Flat. The Buyer undertakes to pay the maintenance bills / charges as raised by the Maintenance Agency from the date of Occupation / Completion Certificate granted by the competent authority on *pro rata* basis irrespective whether the Buyer is in occupation of the Said Flat or not. The maintenance charges shall become applicable / payable from the date of expiry of 30 (thirty) days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not.
- b) the amount of CAMC to such Maintenance Agency, after adjustment of any outstanding bills or charges towards maintenance at any time and thereupon the Company shall stand absolved / discharged of all its obligations and liabilities towards the said CAMC. It is clearly stated that this condition stipulated in this Section shall survive the conveyance of title in favour of the Buyer and the Company shall have the first charge/ lien on the said Flat in case of any nonpayment, shortfall, increase as the case maybe.
- c) The Buyer shall pay the CAMC at the time of offer of possession or as and when demanded by the Company for securing the maintenance charges payable for the maintenance and upkeep of the Said Township and also include any further increase in such charges.

27. The Buyer shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the Conveyance Deed of the Said Flat, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, the Buyer fails to deposit such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Flat and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any to the Buyer, without any interest, upon realization of money from resale/ re-allotment to any other party, provided that the Buyer is not in a breach of any terms of this Agreement.

28. The Buyer agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable amount in case of non fulfillment/ breach of the terms and conditions of this Agreement, including withdrawal of the Application and also in the event of the failure by the Buyer to sign and return to the Company the Agreement within 30 (thirty) days from the date of its dispatch by the Company. Thereafter, the Buyer shall be left with no lien, right, title,

interest or any claim of whatsoever nature in the Said Flat. The Company shall, thereafter, be free to resell and/or deal with the Said Flat in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Buyer by the Company only after realizing such amounts from resale of the Said Flat but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Flat for all its dues payable by the Buyer to the Company. If the amount deposited/ paid by the Buyer is less than the Earnest Money and the Non-Refundable Amounts then the Buyer agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

- 29.** The Agreement shall be valid up to the date of the execution of the Conveyance Deed, unless terminated earlier in accordance with the terms hereinafter appearing.
- 30.** The Company shall have a right to terminate this Agreement upon serving a 15 days prior written notice to the Buyer, if:
- (a) the Buyer defaults in payment of the respective installment on towards the Total Price and/ or of any component of the Additional Charges as demanded by the Company within 15 days of the such payment becoming due; or
 - (b) the Buyer defaults in payment of any installment to be paid to any financial institution, bank or other institutions which has granted loan to the Buyer to purchase the Said Flat; or
 - (c) the Buyer becomes insolvent or becomes subject to any bankruptcy, insolvency or receivership proceeding of any nature or is unable to pay its debts as they become due; or
 - (d) the Buyer violates any of the terms and conditions of this Agreement.
- 31.** In the event the Agreement is terminated by the Company pursuant to Section 27 above, upon termination of this Agreement by the Company, the amounts received by the Company from the Buyer towards the Total Price and Additional Charges except the Earnest Money and the Non Refundable Amounts, shall be refunded as per the policy of the Company as prescribed from time to time.
- 32.** Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Buyer in not making payments within the stipulated time by the Buyer on the condition that the Buyer shall pay to the Company interest which shall be charged @ 10.50% compounded annually.
- 33.** That Buyer(s) understands and agrees that it shall not have any right to transfer / assign this allotment in favour of any other person. Notwithstanding this restriction, the Company may, at its sole discretion, on such terms and conditions and subject to applicable Laws and notifications or any governmental direction, permit the Buyer to get the name of his/ her nominee substituted, added and/ or deleted in his/ her place against the Transfer Charges as may be levied by the Company as well as execution of appropriate collateral documentation by the Applicant(s) and the proposed assignee(s) / transferee(s) to the complete satisfaction of the Company in the format finalised by the Company/s. In the event the Buyer(s) has / have obtained finance / loan against the Said Flat from a financial institution / bank, no objection certificate / letter by such financial institution / bank shall be submitted in a format approved

by it permitting / consenting to the requested assignment / transfer by the Buyer(s)/ intending allottee(s). It is made clear that the Buyer(s) does not have any enforceable right to demand assignment / transfer of its rights under the Agreement, the sole discretion of which rests with the Company and the Buyer(s) agrees that the Company is not bound to permit the requested assignment / transfer even though it may have done so in any other applicant(s) case previously or may do so subsequently. The Company at its absolute discretion shall be entitled to impose such conditions as it deems appropriate in case it proceeds to permit transfer to the Applicant(s). Further, Buyer(s) hereby agree that the Company shall charge Transfer Charges, to effect the transfer, for recording the name of each of the subsequent transferees / assignees, except the first transferee / assignee after the first allottee i.e. the Buyer(s), in its record as the owner of the respective plot or part thereof. The said Transfer Charges may be revised and intimated at a later date. The Buyer shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and/ or substitution.

- 34.** The Buyer agrees that the Company shall have the right to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables of the Said Flat subject to the Said Flat being free of any Encumbrances at the time of execution of the Conveyance Deed. The Company/ financial institution/ bank shall always have the first lien/ charge on the Said Flat for all its dues and other sums payable by the Buyer or in respect of the loan granted to the Company.
- 35.** The Buyer agrees that in case the Buyer opts for a loan arrangement with any financial institutions/ banks, for the purchase of the Said Flat, the conveyance of the Said Flat in favour of the Buyer shall be executed only upon the Company receiving “No Objection Certificate” from such financial institutions/ banks.
- 36.** The Buyer shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Buyer as mentioned in this Agreement. The Buyer agrees to pay such losses on demand that the Company may, or likely to suffer. This is in addition to any other right or remedy of the Company.
- 37.** Any notice to be given under this Agreement shall be deemed to have been duly given upon receipt when in writing and delivered in Person, by facsimile transmission or by courier or email addressed as follows:

If to the Company:

Attention:	M/S Sain Overseas Buildwell Pvt. Ltd.
Address:	Sain Overseas Group, 2 nd Floor, Adjoining to BSNL – Jumar, Getlatu, Ranchi, Jharkhand
E-Mail:	Legal @sainoverseas.com

If to the Buyer:

Attention:	Ms.
Address:	
E-Mail:	

The Buyer agrees to inform the Company in writing any change in the mailing address/ contact details mentioned above, failing which all letters/notices by the Company shall be mailed to the address given in Agreement and deemed to have been received by the Buyer. In case of joint buyers communication sent to the first named Buyer in Agreement shall be deemed to have been sent to all buyers.

38. The Company is not required to send reminders/ notices to the Buyer in respect of the obligations of the Buyer as set out in this Agreement and the Buyer is required to comply with all its obligations on its own.
39. The Buyer understands that the final allotment of the Said Flat is entirely at the discretion of the Company.
40. The Buyer understands that the Company may at its sole discretion decide not to allot any or all the flats in the Said Township to anybody or altogether decide to put at abeyance the project itself, for which the Buyer shall not have a right to raise any dispute and claim any right/ title/ interest on the acceptance of the Application, receipt of the booking amount being received by the Company with the Application from the Buyer and the execution of this Agreement. The liability of the Company in such a scenario shall be limited only to refund the amounts received from the Buyer without any interest.
41. The Buyer agrees that the Company shall have the right to transfer ownership of the Said Township in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/ disposal/ or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Buyer and the Buyer shall not raise any objection in this regard.
42. That the reserved/covered parking space has been allotted together with the flat (as per mentioned in point no. 6) and the same shall not have independent entity detached from the flat. The buyer shall not sell/transfer the reserved/covered parking space independent from the flat. The buyer may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by developer. The buyer undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the Complex.
43. That the buyer, if resident outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendments.
44. 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.
45. 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.

46. This Agreement may be modified or amended only mutually in writing, duly executed by the authorized representatives of the Parties.
47. 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.
48. 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 Sain Overseas Buildwell Pvt. Ltd.

For Ms. Sain Overseas Buildwell Pvt. Ltd.

Mr. Satish Kumar
Director

Mr. Ajit Kumar
Director

For **Ms.** _____

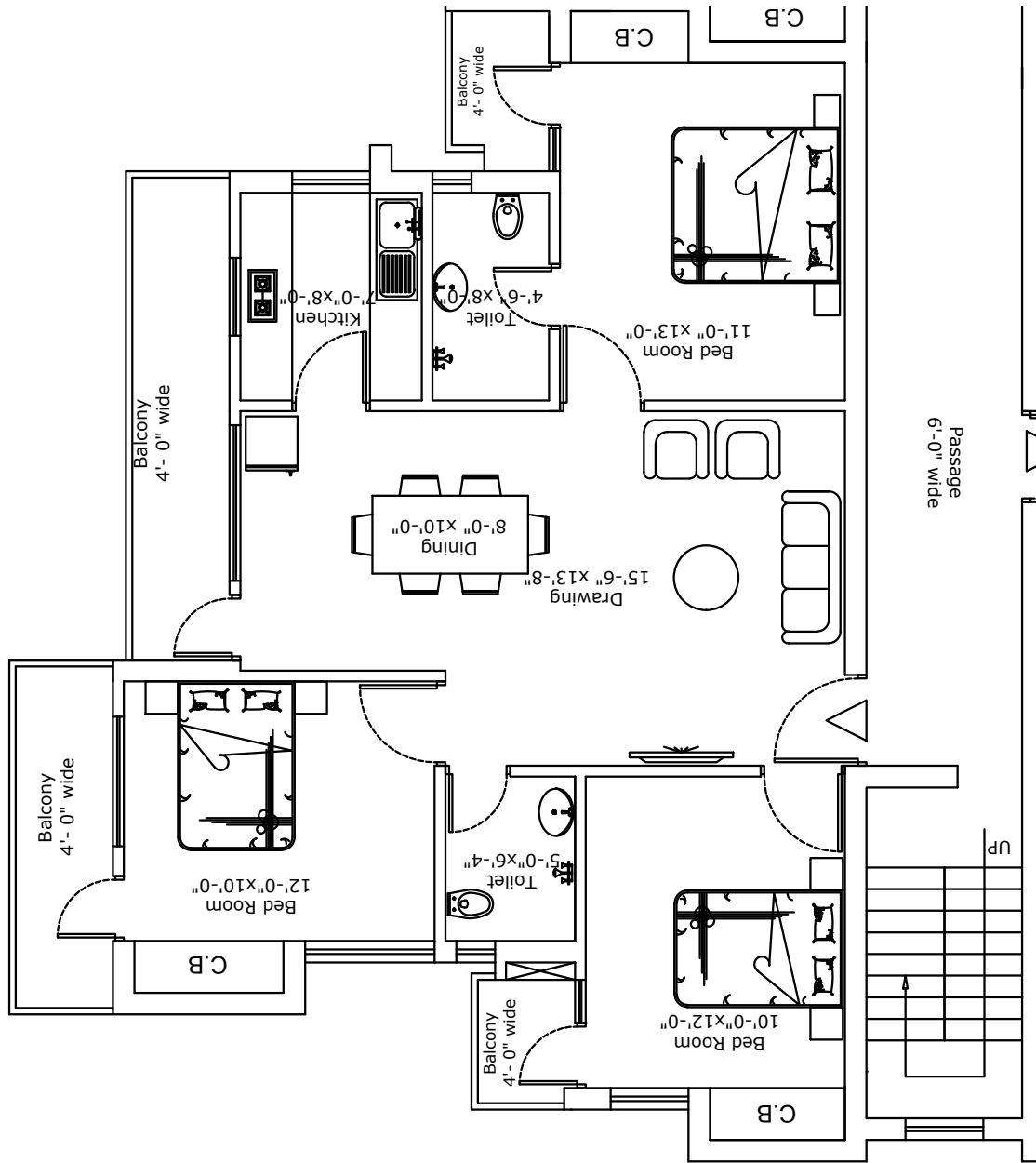
For **Mr.** _____

1st Applicant

2nd Applicant (if any)

SCHEDULE I

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.

SAIN OASIS 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	:	Television and Telephone points as required
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/VENTILATERS:	:	Sliding Windows with 5mm thick clear glass and mesh in powder coated aluminum channel
DOORS	:	Main Door – Designer Door / Flush Door with laminates or MARL WPC Door Door Frame – Sal 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)
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 / 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 / Mild Steel / Cast Iron railing as per the design consultants
Car Parking	:	Reserved Car Parking in covered area for residents with comfortable driveway