

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE AND EXECUTED THISrd DAY OF.....2023 (TWO THOUSAND AND TWENTY THREE) A.D. OF THE CHRISTIAN ERA AT RANCHI.

BETWEEN

MORIAS INFRASTRUCTURE PRIVATE LIMITED, a Private Limited Company incorporated under the provisions of Companies Act. 1956 having its Registered Office at FLAT NO.2-D, TOWER-6, GENEXX VALLEY, DIAMOND HARBOUR ROAD, JOKA, KOLKATTA, P.S. THAKURPUKUR, DISTRICT 24-PARGANA(SOUTH) WEST BENGAL and Branch Office at **208, PUSTAK BHAWAN COMPLEX, COURT ROAD, RANCHI-834001**, Having Registration No.113381, CIN:U1109WB2007PTC113381, PAN:AAECP1548H represented through its director SRI RIPUNJAY PRASAD SINGH son of LATE BHUNESHWAR PRASAD SINGH resident of PUSTAK BHAWAN, COURT ROAD RANCHI (hereinafter called the DEVELOPER) which expression shall unless repugnant to the context or excluded by these presents, mean and include its successor-in-interest and assigns of the **FIRST PART**.

AND

.....(UID NO.:, PAN:) son of **SRI**, present resident of **FLAT NO.**.....hereinafter referred to and called as the **PURCHASER**, Which expression shall mean and include, unless repugnant to the context or excluded by these presents, his/her heirs legal representatives, executors, administrators, successors and permitted assigns of the **SECOND PART**.

WHEREAS, the DEVELOPER herein has acquired the right of development of total **63.71 Decimal** land under R.S. Plot No.1980 under Khata No.539, R.S. Plot No.1982 under Khata No.563 and R.S. Plot No.1983 under Khata no.563 , all plots situated at Mouza Boreya, Thana No.185, P.S. Kanke, under Revenue Circle office Kanke, District Ranchi (Jharkhand), by virtue of a registered Development Agreement document no.2021/RAN/1864/BK1/1662 dated 10th March 2021, , which is registered in the office of District Sub-Registrar Ranchi

Morias Infrastructure Pvt. Ltd.

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Director

and entered in Book No.1, Volume No.213, from page no.1 to 168 of the Year 2021.

AND WHEREAS, above referred registered Development Agreement has been jointly executed by a group of legal and a valid owner/s who is/are absolutely seized and possessed of and are sufficiently entitled to all those piece and parcel of land as mentioned in front of their name/s in the table below:

Sl. No.	Owners name	Details of land	Total Area (in Decimal)
1	Smt. Poonam Singh	R.S. Plot No.1980, Khata No.539 (Area-8.91 Decimal)	8.91
2	Sri Prasanno Kumar	R.S. Plot No.1980, Khata No.539 (Area-6.86 Decimal)	6.86
3	Smt. Renu Yadav	R.S. Plot No.1980, Khata No.539 (Area-5.39 Decimal), R.S. Plot No.1983, Khata No.563 (Area-5.94 Decimal),	11.33
4	Smt. Manju Singh	R.S. Plot No.1980, Khata No.539 (Area-5.04 Decimal)	5.04
5	Sri Anil Singh alias Anil Kumar Singh	R.S. Plot No.1980, Khata No.539 (Area-4.93 Decimal)	4.93
6	Smt. Dolly Jaiswal	R.S. Plot No.1980, Khata No.539 (Area-4.29 Decimal), R.S. Plot No.1983, Khata No.563 (Area-4.89 Decimal),	9.18
7	Smt. Sona Devi	R.S. Plot No.1983, Khata No.563 (Area-6.00 Decimal), R.S. Plot No.1982, Khata No.563 (Area-1.00 Decimal),	7.00
8	Smt. Sadhna Singh	R.S. Plot No.1980, Khata No.539 (Area-2.39 Decimal), R.S. Plot No.1983, Khata No.563 (Area-3.12 Decimal),	5.51
9	Sri Baleshwar Singh	R.S. Plot No.1980, Khata No.539 (Area-4.95 Decimal)	4.95
TOTAL LAND			63.71

AND WHEREAS 'OWNER' No.(1), SMT. POONAM SINGH is in possession of the landed property total measuring 8.91 Decimals, situated at Mouza Boreya, Thana No.185, P.S. Kanke bearing R.S. Plot No.1980, Khata No.539, having acquired the same from its previous owner by virtue of a registered sale deed

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Director

bearing 5376/4769 dated 20th May 2004 registered in the Office of District Sub-Registrar Ranchi

AND WHEREAS said **POONAM SINGH** has got his name mutated with respect to above mentioned landed property in the records of Jharkhand State Government through the office of Circle Officer Kanke vide Mutation Case No.1634 R27/2004-05 dated 22.12.2004 and paying rent and taxes to the state regularly in her own name.

AND WHEREAS, the owner no.2, **SRI PRASANNO KUMAR** is absolute owner of all that piece and parcel of landed property **measuring an area of 6.86 Decimal** under R.S. Plot No.1980, Khata No.539 Situated at Mouza Boreya, Thana No.185, under P.S. Kanke, District Ranchi (Jharkhand), having acquired the same by virtue of a registered sale deed being deed no.1993/1808 dated 07/02/2007 duly registered in the office of District Sub-Registrar Ranchi.

AND WHEREAS, the name of said PRASANNO KUMAR in respect of above referred landed property has been mutated in the revenue records of Jharkhand State through the office of Circle Officer Kanke Ranchi Vide Mutation Case No. 1749 R27/2007-08 dated 02/01/2008.

AND WHEREAS, the owner no.3, SMT. RENU YADAV is the legal, valid and absolute owner of total **11.33 Decimals** of land property Situated at Mouza Boreya, Thana No.185, P.S. Kanke, District Ranchi(Jharkhand) having acquired through a registered sale deed no.1998/1813 dated 07.02.2007 and having details as under:

R.S. PLOT NO.	KHATA NO.	AREA (in Decimal)
1980	539	5.39
1983	563	5.94
TOTAL		11.33 Decimal

AND WHEREAS said **RENU YADAV** has got his name mutated with respect to above mentioned landed property in the records of Jharkhand State Government through the office of Circle Officer Kanke vide Mutation Case No.1750 R27/2007-08 and paying rent and taxes to the state regularly in her own name.

AND WHEREAS, the **OWNER NO.4**, SMT. MANJU SINGH wife of SRI AMAL KUMAR SINGH is the legal and absolute owner of all that piece and parcel of landed property measuring **5.04 Decimals**, under R.S. Plot No.1980, Khata

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No.539 of Mouza Boreya, Thana No.185 vide registered sale deed being deed no.5380/4773 dated 20/05/2004.

AND WHEREAS said **MANJU SINGH** has been paying rent and taxes regularly to the state of Jharkhand in respect of above referred land in her own name after getting his name mutated with respect to above mentioned landed property in the records of Jharkhand State Government through the office of Circle Officer Kanke vide Mutation Case No. 1637R27/2004-05 dated 22.12.2004.

AND WHEREAS, the Owner no.5, **SRI ANIL SINGH** son of **SRI MOKHTAR SINGH** is the absolute **OWNER** of landed property measuring an area of **4.93 decimals**, forming part of R.S. Plot No.1980, Khata No.539, situated at Mouza Boreya, P.S. Kanke, Thana No.185, having acquired the same from its previous owner/s by virtue of registered sale deed No.5373/4766 dated 19.05.2004.

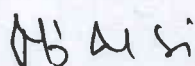
AND WHEREAS said **ANIL SINGH** alias **ANIL KUMAR SINGH** has got his name mutated with respect to above mentioned landed property in the records of Jharkhand State Government through the office of Circle Officer Kanke, Ranchi vide Mutation Case No.1032R27/2004-05 dated 22.12.2004 and paying rent and taxes to the state regularly in his/her own name.

AND WHEREAS, the owner no.6, **SMT. DOLLY JAISWAL** wife of **SRI SANJAY KUMAR JAISWAL** is the legal holder and possessor of total **9.18 decimals** of landed property forming part of R.S. Plot No.1980 of Khata No.539(Area- 4.29 Decimal), R.S. Plot No.1983 of Khata No.563 (Area- 4.89 Decimal), Situated at Mouza Boreya, Thana No.185, P.S. Kanke, District Ranchi (Jharkhand) having acquired the same by virtue of registered sale deed No.1999/1814 dated 07/02/2007, duly registered in the Office of District Sub-Registrar, Ranchi

AND WHEREAS the name of said **DOLLY JAISWAL** in respect of above referred landed property has been entered in the revenue records of Jharkhand State through the office of Circle Officer Kanke Ranchi Vide Mutation Case No.1752R27/2007-08 dated 02.01.2008 and she has been paying rent and taxes to the state regularly.

AND WHEREAS, the owner no.7, **SMT. SONA DEVI** is the legal, valid and absolute owner of all that piece and parcel of total **15.00 Decimal** of land property Situated at Mouza Boreya, Thana No.185, P.S. Kanke, District Ranchi(Jharkhand) having acquired it through a registered sale deed no.1780/1580 dated 21.02.2019 and having details as under:-

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Director

R.S. PLOT NO.	KHATA NO.	AREA (in Decimal)
1982	563	8.00
1983	563	7.00
TOTAL		15.00 Decimal

AND WHEREAS said **SONA DEVI** has got her name mutated with respect to above mentioned landed property in the records of Jharkhand State Government through the office of Circle Officer Kanke vide Mutation Case No5987/R27/2018-19 and paying rent and taxes to the state regularly in her own name.

AND WHEREAS, the owner no.8, SMT. SADHNA SINGH wife of SRI DIWAKAR PRASAD SINGH is the legal and absolute owner and possessor of total **5.51 decimals** of landed property forming part of R.S. Plot No.1980 of Khata No.539(Area- 2.39 Decimal), R.S. Plot No.1983 of Khata No.563 (Area- 3.12 Decimal), Situated at Mouza Boreya, Thana No.185, P.S. Kanke, District Ranchi (Jharkhand) having acquired the same by virtue of registered sale deed No.1812 dated 07/02/2007 of the Office of District Sub-Registrar, Ranchi.

AND WHEREAS the name of said SADHNA SINGH in respect of above referred landed property has been duly entered in the revenue records of Jharkhand State through the office of Circle Officer Kanke Ranchi Vide Mutation Case No.1549R27/2007-08.

AND WHEREAS, the Owner no.9, SRI BALESHWAR SINGH son of LATE LAXMI SINGH is the absolute OWNER of landed property measuring an area of 4.95 decimals, forming part of R.S. Plot No.1980, Khata No.539, situated at Mouza Boreya, P.S. Kanke, Thana No.185, having acquired the same from its previous owner/s by virtue of registered sale deed No.3094/4772 dated 19TH MAY 2004.

AND WHEREAS said **BALESHWAR SINGH** has got his name mutated with respect to above mentioned landed property in the records of Jharkhand State Government through the office of Circle Officer Kanke vide Mutation Case No.1635/R27/2004-05 dated 22.12.2004 and paying rent and taxes to the state regularly in her own name.

AND WHEREAS, above referred group of owners under the above referred Development Agreement deed no.2021/RAN/1864/BK1/1662 dated 10th March 2021 have jointly empowered and authorized the DEVELOPER to manage, look after, supervise, develop and construct a multistoreyed residential apartment building on the above referred land in the name and style of SYMPHONY CONDOS PHASE-I.

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Director

AND WHEREAS, the DEVELOPER and the OWNERS under the terms and conditions of above referred Development Agreement deed no.2021/RAN/1864/BK1/1662 dated 10th March 2021 are entitled to sell, mortgage and/or deal with any manners, the residential units, car parking spaces and undivided proportionate share in the beneath land falling under their share and are also entitled and capable to receive consideration value in respect of it from the intending purchasers.

AND WHEREAS the DEVELOPER in furtherance of above referred acquisitions through Development Agreement deed no.2021/RAN/1864/BK1/1662 dated 10th March 2021 has got approval/sanction of the building plan of the SYMPHONY CONDOS PHASE-I project, from the Competent Authority (**RANCHI MUNICIPAL CORPORATION**) vide B.P.No.1156/2014/A dated 02/09/2016 and intends to construct it, following all the norms of construction laid down by the said competent authority.

AND WHEREAS the DEVELOPER in terms of the above referred Development Agreement is entitled to sell the residential unit, car parking space together with the undivided proportionate share in the beneath land in the said SYMPHONY CONDOS PHASE-I project, which is morefully and particularly described in the Schedule-A hereunder to the prospective PURCHASER/s and to receive consideration value for the same from them.

AND WHEREAS, above said Land is earmarked for the purpose of residential building a project, comprising of multistoried apartment buildings and any other components of the project and the said project shall be known as **SYMPHONY CONDOS PHASE-I**.

- A. The Developer is fully competent to enter into this Sale Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which project is to be constructed have been completed.
- B. The **RANCHI MUNICIPAL CORPORATION** has granted the commencement certificate to develop the project vide approval datedbearing no.
- C. The Developer has obtained the final layout plan approvals for the said project from **RANCHI MUNICIPAL CORPORATION**. The Developer

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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.

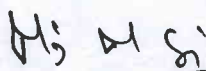
D. The Developer has got registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Ranchi vide Registration no..... On _____ under registration.

E. The Allottee/PURCHASER had applied for Flat in the said Project vide application no. _____ dated _____ and has been allotted Flat No.....onFloor of Block.....having carpet a of _____square feet (equivalent to Super Built Up Area.....Square Feet) along with garage/closed parking no. _____admeasuring _____square feet on Ground/Basement Floor of Block.....Building, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B).

F. The Parties herein have gone through all the terms and conditions set out in this Sale Agreement and understood the mutual rights and obligations detailed herein:

G. The Parties hereby confirm that they are signing this Sale Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

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H. The Parties, relying on the confirmations, representations and assurance of each other to faithfully abide by all the terms, condition and stipulations contained in this agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

I. In accordance with the terms and conditions set out in this Sale Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agreed to sell the allottee/purchaser hereby agreed to purchase the said Flat, Car Parking Space and undivided proportionate share in the land.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration the Parties agree as follows:

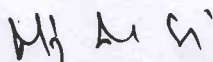
1. TERMS

1.1 Subject to the terms and conditions as detailed in this Sale Agreement, the Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase, the Flat No.....onFloor of Block.....of the building as specified in Para E.

1.2 The Total Price for the Flat, based on the carpet area/super built Up area is Rs. _____ (Rupees _____ only) Total Price") (Give break up and description)

Flat No. onFloor of Block.....	Rate of Apartment per square feet

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Director

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- Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [If/as applicable]

Garage /Closed Parking-1	Price For 1
Garage /Closed Parking-2	Price For 2

Explanation :

- The total price above includes the booking amount paid by the allottee/Purchaser to the DEVELOPER towards the said Flat No.....onFloor of Block-.... of SYMPHONY CONDOS PHASE-I.
- The total price above includes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the DEVELOPER) up to the date of handing over the possession of the Apartment or plot. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/Purchaser to the Developer shall be increased/reduced based on such change/modification.
- The DEVELOPER shall periodically intimate to the Allottee/Purchaser, the amount payable as stated in (i) above and the Allottee/Purchaser shall make payment within 30 (thirty) days from the date of such written

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intimation. In addition, the Developer shall provide to the allottee/Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

iv) The Total Price of Flat includes: 1) Pro rata share in the Common Areas and 2) Car Parking Space parking(s) as provided in Agreement.

1.3 The Total Price is escalation free, save and except increases which the Allottee/Purchaser 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/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer 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.

1.3.1 The Allottee/Purchaser (s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.4 The Developer may allow, in its sole discretion, a rebate for early payment of installment payable by the Allottee/Purchaser by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.5 It is agreed that the Developer shall not make any additions and alternation in the sanctioned plans, layout plans and specifications and the

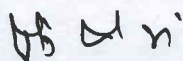
nature of fixtures, fittings and amenities described therein in respect of the apartment without the previous written consent of the Allottee/Purchaser. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

1.6 The Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is completed and the occupancy certificate * is granted by the competent authority, by furnishing details of the changes, if any, and the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Purchaser. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Developer shall demand that from the Allottee/Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.7 Subject to clause 9.3 the Developer agrees and acknowledges, the Allottee/Purchaser shall have the right to the Flat as mentioned below:

- i) The Allottee shall have exclusive ownership of the Flat.
- ii) The Allottee/Purchaser shall also have undivided proportionate share in the common Areas. Since the share/interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated the Allottee/Purchaser shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to

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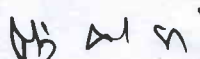
them. Further the right of the allottee/Purchaser to use the common area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common area to the association of allottees as provided in the Act.

- iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Apartment but also] the common Areas, Internal development charges, external development charges, taxes cost of providing electrical wiring fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the project.

- 1.8 It is made clear by the Developer and the Allottee/Purchaser agrees that the Flat along with garage/closed Car Parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or except for the purpose of integration of infrastructure for the benefit of the Allottee/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees/Purchaser of the Project.

- 1.9 It is understood by the Allottee/Purchaser that all other areas and i.e. areas and facilities falling outside the project here specify the details shall nor form a part of the declaration to be filed with _____ (Please insert the name of the concerned competent authority) to be filed in accordance with the XX _____ (XX insert the name of the relevant State ,if any).

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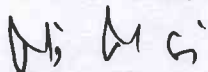
Director

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Flat to the Allottees/Purchasers, which it has collected from the Allottees, 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 Developer fails to pay all or any of the outgoings collected by it from the Allottees/Purchaser or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees/Purchasers, the Developer 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 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Flat at the time of application, the receipt of which the Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the Flat as prescribed in the Payment plan or as may be demanded by the Developer 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 in the Rules.

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Director

2. MODE OF PAYMENT

Subject to the terms of this Sale Agreement and the Developer abiding by the construction milestones the PURCHASER 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 favor of **MORIAS INFRASTRUCTURE PRIVATE LIMITED Payable at Ranchi.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee/Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign EXCHANGES Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment (modification (s) made thereof and all other applicable (s) laws including that of payment acquisition /sale/transfer of immovable remittance properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Sale Agreement. Any refund, transfer of security, if provided in terms of this Sale 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.

3.2 The Developer accepts no responsibility in this regard. The allottee/purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of

the Allottee/Purchaser subsequent to the signing of this Sale Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third-party making payment/remittances on behalf of any allottee/purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein any way and the promoter shall be issuing the payment receipts in favour of the Allottee/purchaser only.

3.3 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/Purchaser authorizes the developer 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 Developer may in its sole discretion deem fit and the allottee/purchaser undertakes not to object /demand/direct the Developer to adjust his payments in any manner.

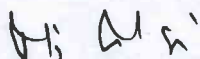
4. TIME IS ESSENCE

4.1 Time is of essence for the Developer as well as the Allottee/Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/Purchaser and the common areas to the association of the allottees/purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be similarly the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligation under this Sale Agreement subject to the simultaneous completion of construction by the promoter as provided in schedule C ("Payment Plan")

5. CONSTRUCTION OF THE PROJECT OR APARTMENT: -

The allottee/purchaser has seen the specifications of the Flat and accepted the payment plan, floor plans, layout plans [annexed along with this agreement]

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Director

which has been approved by the competent authority as represented by Developer. The Developer shall develop the project in accordance with the said layout plans, specifications. Subject to the terms in this plans and Sale Agreement, the Developer undertakes to strictly abide by such plans approved by competent authorities shall also strictly abide by bye-laws, FAR and density norms and provision prescribed by theand shall not have an option to make any variation/alteration/modification/in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of this Sale Agreement.

6. POSSESSION OF THE FLAT/APARTMENT

6.1 Schedule for possession of the said Flat/Apartment: The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of this Sale Agreement. The Developer, based on the approval plans and specifications, assures to hand over possession of the Flat unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (Force Majeure). If, however, the completion of the Project is delayed due to the FORCE MAJEURE conditions then the Allottee/Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the APARTMENT/FLAT, provided that such FORCE MAJEURE conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee/Purchaser the entire amount received by the Developer from the purchaser within 45 days from that date. After refund of the money paid by the Allottee/Purchaser, Allottee/Purchaser agrees that he/she/it shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Sale Agreement.

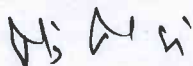
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Director

- 6.2 **Procedure for taking possession** –The Developer upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the apartment or plot, to the allottee in terms of this Sale Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Flat to the allottee/purchaser. The Developer Agrees and undertakes to indemnify the allottee/purchaser in case of failure of fulfillment of any of the formalities, documentation on part of the Developer. The allottee/purchaser agrees(s) to pay the maintenance charges as determined by the Developer/association of allottees/purchasers as the case may be. The Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing withindays of receiving the occupancy certificate of the Project.
- 6.3 **Failure of Allottee/Purchaser to take possession of Flat** Upon receiving a written intimation from the Developer as per clause 7.2, the allottee/purchaser shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Sale Agreement, and the Developer shall give possession of the Flat to the allottee/purchaser. In case the allottee/purchaser fails to take possession within the time provided in clause 7.2 such allottee/purchaser shall continue to be liable to pay maintenance charges as applicable.
- 6.4 **Possession by the Allottee/Purchaser** – After obtaining the occupancy certificate and handing over physical possession of the Flat to the Allottees/Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans including common areas to the

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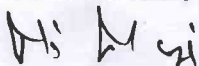
association of the Allottees/purchasers or the competent authority, as the case may be, as per the local laws.

6.5 **Cancellation by Allottee/Purchaser** –The Allottee/Purchaser shall have the right to cancel/withdraw his allotment in the project as provided in the ACT. Provided that where the allottee/purchaser propose to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the Developer to the allottee/purchaser within 45 days of such cancellation.

6.6 **Compensation** –The Developer shall compensate the Allottee/Purchaser 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, if the Developer fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Sale Agreement, duly completed by the date specified herein or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the allottees/purchasers, in case the allottee/purchaser wishes to withdraw from the project without prejudice to any other remedy available to return the total amount received by him in respect of the Flat, with interest at the rate specified in the Rules within 45 days including compensation in the

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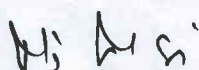
manner as provided under the Act. Provided that where if the allottee/purchaser does not intend to withdraw from the project the Developer shall pay the allottee/purchaser interest at the rate specified in the rules for every month of delay, till the handing over of the possession of the Flat.

7.Representation and warranties of the Developer–

The Developer hereby represents and warrants to the Allottee/Purchaser as follows:

- i) The owners mentioned herein has/have absolute, clear and marketable title with respect to the said land and the DEVELOPER herein has the requisite rights to carry out development work upon the said land and absolute actual, physical and legal possession of the said land for the project.
- ii) The Developer 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 or plot.
- 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 Developer 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 Developer has the right to enter into this Sale Agreement and has not committed or omitted to perform any act or thing, whereby the right, title

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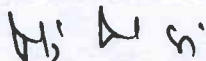


Director

and interest of the allottee/purchaser created herein, may prejudicially be affected.

- vii) The Developer 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 or plot which will in any manner affect the rights of allottee under this agreement.
- viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment/Flat to the allottee/purchaser in the manner contemplated in this Sale Agreement.
- ix) At the time of execution of the conveyance deed the Developer shall handover lawful vacant, peaceful, physical possession of the Flat to the allottee/purchaser and the common areas to the Association of the allottees/purchasers.
- x) The Schedule Property is not the subject matter of any HUF and that no part hereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.
- xi) The Developer 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 Developer in respect of the said land and/or the project.

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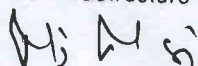


Director

8. EVENTS OF DEFAULTS AND CONSEQUENCES: -

- 8.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:
- (i) Developer fails to provide ready to move in possession of the Flat to the allottee/purchaser 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 Developer business as developer on account of suspension or revocation of his registration under the provision of the Act or the rules or regulations made thereunder.
- 8.2. In case of Default by Developer under the conditions listed above, Allottee/Purchaser is entitled to the following:
- (i) Stop making further payments to Developer as demanded by the Developer. If the allottee/purchaser stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the allottee/purchaser be required to make the next payment without any penal interest or
 - (ii) The allottee/purchaser shall have the option of terminating this Sale Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee/Purchaser under any head whatsoever towards the purchase of the flat, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice. Provided that where an Allottee/Purchaser does not intend to withdraw from the project or terminate the Sale agreement, he/she/they shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment or plot.
- 8.3 The Allottee/Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

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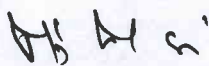


Director

- (i) In case the allottee/Purchaser fails to make payments for consecutive demands made by the developer as per the payment plan annexed hereto despite having been issued notice in that regard the allottee/purchaser shall be liable to pay interest to the developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee/Purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Flat in favour of the Allottee/Purchaser and refund the amount paid to him by the allottee/purchaser by deducting the booking amount and the interest liabilities and this sale agreement shall thereupon stand terminated.

9. **CONVEYANCE OF THE SAID APARTMENT** –The developer on receipt of complete amount of Consideration Value of the flat under this Sale Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas with 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee/Purchaser 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 authorized 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 Developer is made by the allottee/Purchaser. The allottee/purchaser 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 authority (ies).

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10. MAINTENANCE OF THE SAID BUILDING OR APARTMENT OR PROJECT

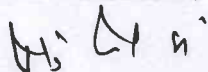
The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees/purchaser. The cost of such maintenance has been included in the Total Price of the Apartment or plot.

11. DEFECT LIABILITY –It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the developer as per this agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over possession, it shall be the duty of the developer to rectify such defects without further charges, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved allottees/purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12 RIGHT OF ALLOTTEE/PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

– The allottee/purchaser hereby agrees to purchase the flat 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 association of allottees/purchaser (or the maintenance agency appointed by it) and performance by the allottee/purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees/purchasers from time to time.

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13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS** –The Developer or maintenance agency or association of allottees/purchasers shall have rights of unrestricted access of parking and parking space for providing all common areas, garages/closed necessary maintenance services and the allottee/purchaser agrees to the association of allottees/purchasers permit and/or maintenance agency to enter into apartment/flat or any part thereof, after due the plot notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
14. **USAGE –Use of Basement and Services Areas:** The basement(s) and services areas, if any, as located within the SYMPHONY CONDOS PHASE-I 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 services rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The allottee/purchaser 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 association of allottees/purchasers, formed by the allottees/purchasers for rendering maintenance services.
15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT** – Subject to Clause 12 above, the allottee/purchaser shall after taking possession, be solely responsible to maintain the flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment or plot and keep the apartment or plot, its walls

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M. M. S.

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and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/Purchaser 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/façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The allottees/Purchasers shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee/purchaser shall not store any hazardous or combustible goods in the apartment or plot or place any heavy material in the common passages or staircase of the Building. The allottee/purchaser shall also not remove any wall, including the outer and load bearing wall of the apartment or plot. The allottee/purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees/purchasers and/or maintenance agency appointed by association of allottees/purchasers. The allottee/purchaser shall be responsible for any loss or damages arising out of breach of any other aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY**

ALLOTTEE/PURCHASER-The allottee/purchaser is entering into this Sale Agreement for the allotment of a Flat with the project in full knowledge of all laws, rules, regulations, notifications applicable to the general and this project in particular. That the allottee/purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she taken over for occupation an sue the said flat, all the

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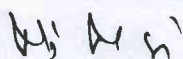
M. M. M.

Director

requirements, requisitions, demands and repairs which are required by any competent authority in respect of the flat at his/her own cost.

17. **ADDITIONAL CONSTRUCTIONS:** - The Developer undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.
18. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE –**
After the developer executes this Agreement, he shall not mortgage or create a charge on the flat 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/purchaser who has purchased or agreed to purchase such Flats.
19. **THE JHARKHAND APARTMENT ACT, 2011**-The Developer has assured the Allottees/Purchasers that the project in its entirety is in accordance with the provision of the Jharkhand Apartment Act, 2011. The Developer showing compliance of various laws/regulations as applicable.
20. **BINDING EFFECT** –Forwarding this agreement to the allottee/purchaser by the developer does not create a binding obligation on the part of the Developer or the allottee/purchaser until, firstly, the allottee/purchaser signs and delivers this sale agreement with all the schedules along with the payment schedule as stipulated in the payment plan within thirty days from the date of receipt by the allottee/purchaser and secondly, appears for registration of the same before the concerned sub-Registrar as and when intimated by the Developer. If the allottee/purchaser (s) fails to execute and deliver to the developer this agreement within thirty days from the date of its receipt by the allottee/purchaser and/or appear before he sub-registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the allottee/purchaser for

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rectifying the default, which if not rectified within thirty days from the date of its receipt by the allottee/purchaser, application of the allottee/purchaser shall be treated as cancelled and all sums deposited by the allottee/purchaser in connection therewith including the booking amount shall be returned to the allottee/purchaser without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT** –This Sale Agreement, along with its schedules, constitutes the entire agreement between the parties hereto 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 flat .

22. **RIGHT TO AMEND** –This Sale Agreement may only be amended through written consent of the Parties herein

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/PURCHASERS OR SUBSEQUENT ALLOTTEES/PURCHASERS** –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 FLAT shall equally be applicable to and enforceable against any subsequent allottees/ of the Flat, in case of a transfer, as the said obligations go along with the flat for all intents and purposes.

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

24.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Sale Agreement waive the breach by the allottee/purchaser in not making payments as per the Payment plan including waiving the payment of interest for delayed payment. It is made

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M. M. S.

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clear and so agreed by the allottee/purchaser that exercise of discretion by the Developer in the case of one Allottee/Purchaser shall not be construed to be a precedent and/or binding on the developer to exercise such discretion in the case of other allottees/purchasers

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

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made hereunder or under other applicable laws, such provision of this Sale Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale 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 provision of this Sale Agreement shall remain valid and enforceable as applicable at the time of execution of this Sale Agreement.

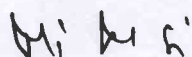
26. METHOD OF CALCUALTION OF PROPORTIONATE SHRAE WHEREEVER REFERRED TO IN THE AGREEMENT –

Wherever in this Sale Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other allottee(s)/purchasers in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the Project.

27. FURTHER ASSURANCES –

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action in additions to the instruments and actions superficially provided for herein, as may be

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Director

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 the created or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION –**

The execution of this Sale Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developers Office, or at some other place, which may be mutually agreed between the Developer and the allottee/purchaser, in after the agreement is duly executed by the allottee/purchaser and Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

29 **NOTICES –**

That all notices to be served on the allottee/purchaser and the developer as contemplated by this Sale Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Developer by Registered Post/Speed Post at their respective addresses specified below:

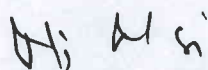
_____ Name of Allottee/Purchaser

_____ (Allottee/Purchaser Address)

MORIAS INFRASTRUCTURE PRIVATE LIMITED (Developer's Name)
302, THIRD FLOOR, PUSTAK BHAWAN COMPLEX, COURT ROAD
RANCHI (JHARKHAND) PIN-834001 (Developer's Address)

It shall be the duty of the Allottee/Purchaser and the developer to inform each other of any change in address subsequent to the execution of this Sale Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed

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Director

to have been received by the Developer or the Allottee/Purchaser, as the case may be.

30. **JOINT ALLOTTEES-**

That in case there are joint Allottees/Purchasers all communications shall be sent by the Developer to the Allottee/Purchaser 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 Allottees/Purchasers.

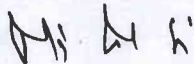
31. **GOVERNING LAW –**

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

32. **DISPUTE RESOLUTION –**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this sale agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutually discussion, failing which the same shall be settled through the adjudication officer appointed under the Act.

Morias Infrastructure Pvt. Ltd.



Director

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ranchi in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/PURCHASER

At _____ on _____ in the presence of

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:
Morias Infrastructure Pvt. Ltd.

Ms. M. S. J.

Director

(Authorized Signatory)

WITNESSES:

1. Signature _____ Name _____ Addresss _____

2. Signature _____ Name _____ Addresss _____
