

## AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this day of <Day> <Month> <Year>, at Ranchi (Jharkhand),

### By and Between

**Assotech Sun Growth Abode LLP.** (CIN No. AAA-8036), a partnership formed and registered under Limited Liability Partnership Act, 2008, having its office at H-127, Sector-63, Noida (PAN –ACBFS867IE), and regional office at "Assotech Hills", Plot no. 1877, (Adjoining Bank Colony), Tagore Hill Road, Boreya, Ranchi (Jharkhand), PIN -834006, represented by its authorized signatories,

1. Shri Jyoti Prakash Sinha, aged about \_\_ years, S/o Shri \_\_\_\_\_ (Aadhar Number: 531009174166) (Mobile Number: 9661831538) Designation-\_\_\_\_\_ (or) Shri Anjaneer Kumar Sinha, aged about \_\_ years, S/o Shri \_\_\_\_\_ (Aadhar Number: 4337 6598 6853) (Mobile Number: 9262997073) Designation-\_\_\_\_\_ & 2. Shri Amit Kumar, aged about \_\_ years, S/o Shri \_\_\_\_\_ (Aadhar Number" 5561 7404 4803) (Mobile Number: 7280046423) Designation-\_\_\_\_\_ (or) Ms. Ekta Ghosh, aged about \_\_ years, D/o Shri \_\_\_\_\_ (Aadhar Number. 4993 9044 7965) (Mobile Number 7280046424) Designation-\_\_\_\_\_ authorized vide Board/Managing Committee Resolution passed in the Board Meeting dated 4th June 2020 hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees);

### AND

#### [If the Allottee is a company]

\_\_\_\_\_, (CIN No \_\_\_\_\_) A company incorporated under the provisions of the Companies Act, 2013, [Central Act 18 of 2013], as the case may be, having its registered office at \_\_\_\_\_ (PAN No. \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_ (Aadhar no \_\_\_\_\_), (Mobile No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees).

### OR

#### [If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (or) Limited Liability Partnership Act, 2008, having its principal place of business at \_\_\_\_\_, (PAN No. \_\_\_\_\_), represented by its authorized Partner or Designated Partner \_\_\_\_\_ (Aadhar no. \_\_\_\_\_), (Mobile No. \_\_\_\_\_), authorized vide Board Resolution on dated \_\_\_\_\_, hereinafter jointly and severally referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to

mean and include the partners or partner for the me being of the said firm, the survivor or survivors of them and their heirs, executors, administrators, of the last surviving partner and his/her/their assigns).

**OR**

**[If the Allottee is an Individual]**

(1) Mr./Ms. \_\_\_\_\_ Aged about <Main Applicant Age> \_\_\_ years, son/daughter/wife of \_\_\_\_\_ bearing (Aadhar no. \_\_\_\_\_), (PAN No. \_\_\_\_\_, (Mobile No. \_\_\_\_\_) (2) Co Allottee Name \_\_\_\_\_, aged about <Co allottee \_\_\_Age> years, <Relation of> <of S/o/D/o/W/o > bearing Aadhar No. (Co Allottee - Aadhar no. \_\_\_\_\_), PAN No. (Co Allottee\_ PAN No. \_\_\_\_\_, (Co Allottee\_ Mobile No. \_\_\_\_\_) \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

**OR**

**[If the Allottee is a HUF]**

Mr. \_\_\_\_\_ (Aadhar no. \_\_\_\_\_), (Mobile No. \_\_\_\_\_), son of \_\_\_\_\_, aged about \_\_\_\_\_ Years, for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN No. \_\_\_\_\_), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning there of, mean the members or members for the me being of the said HUF, and their respective heirs, executors, administrators and permitted assignees).

**OR**

*Please insert details of other Allo ee(s), in case of more than one Allottee]*

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

“WHEREAS:

A. (i)

The Promoter is the absolute and lawful owner of land parcels through several registered sale deeds. Details of land schedule has been men oned below:

District: Ranchi, Village: Boreya, Mauza : Boreya, P.S. – Kanke, P.S.No. – 185

S. NO.	KHATA NO.	PLOT NO.	AREA IN SQMT	DEED NO.	NAME OF THE LAND OWNER
1.	311	1957	283.36	837/29.11.2012	Assotech Sun Growth Abode LLP.
	311	1961	728.64	837/29.11.2012	Assotech Sun Growth Abode LLP
	589	1958	931.04	837/29.11.2012	Assotech Sun Growth Abode LLP
2.	61	1853	931.04	11766/14.08.2012	Assotech Sun Growth Abode LLP
	61	1858	1376.32	11766/14.08.2012	Assotech Sun Growth Abode LLP
3.	76	1857	971.52	11006/30.07.2012	Assotech Sun Growth Abode LLP
4.	237	1860	1012	12398/30.08.2012	Assotech Sun Growth Abode LLP
	237	1861	1497.76	12398/30.08.2012	Assotech Sun Growth Abode LLP
	74	1856	445.28	12398/30.08.2012	Assotech Sun Growth Abode LLP

- (ii) The land owners have executed registered general power of attorney and collaboration / development agreement for their respective land parcel in favour of the promoter. Details of the land schedule have been mentioned below:

District: Ranchi, Village : Boreya, Mauza : Boreya, P.S. – Kanke, P.S.No. – 185

S. No.	KHATA No.	PLOT No.	AREA IN SQMT	GPA No.	NAME OF THE LAND OWNER	NAME OF THE PROMOTER / ATTORNEY HOLDER
1.	480	1859 & 1959	7610.24	IV-410/13.05.2019	Bank Karamchari Grih Nirman Swawlambi Sahkari Samiti Ltd.	ASSOTECH SUN GROWTH ABODE LLP.
2.	256, 356, 311 & 589	1955,1867, 1864,1956, 1962 & 1960	4001.45	IV-294/30.03.2019	Shri Ram Tahal Gope, Shri Shankar Gope & Smt. Lalita Devi	ASSOTECH SUN GROWTH ABODE LLP.
3.	256	1955 & 1867	354.20	IV-335/10.04.2019	Shri Ram Tahal Gope	Assotech Sun Growth Abode LLP.

- B. The said land parcels are earmarked for the purpose of building a Residential cum Housing Project and will be constructed as per existing building bye laws, housing policies and various improvements and amendments made thereof, comprising of 774 apartments and 64 shopping units in various multi storied buildings, along with neighborhood shopping units, Community Center, club house, and allied units and the said project shall be known as **Assotech Hills Sector-2**.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities, with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed, have been completed;.
- D. The Ranchi Municipal Corporation (“RMC”) has granted the commencement certificate to develop the project and sanctioned the building plan vide letter no. **RMC/AH/1541/W04/2019** and file no. **RMC/AH/0139/W04/2019**.
- E. The promoter has obtained the final layout plan, building plans and approvals for the project, from Ranchi Municipal Corporation (RMC). The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section-14 of the Act and other laws as applicable. Allottee acknowledges that the layout plan/revised layout plan/building plans of the said Project, including the multistoried Towers, has been approved on dated 30.12.2020, by Ranchi Municipal Corporation (‘RMC’), and it has been made available to Allottee containing specifications of residential units and neighborhood shopping units, being part of the said approval(s). Stage wise completion schedule of Towers has been intimated to the Allottee.
- F. The promoter has registered this project ‘Assotech Hills’ (Sector-2), under the provisions of the Act with the Jharkhand Real Estate Regulatory Authority at Ranchi, Jharkhand on dated \_\_\_\_\_ under registration no. \_\_\_\_\_.
- G. The Allottee, after fully satisfying himself/herself about the right, title, location, possession, interest, competency and averments stated above and also limitations of the Promoter in the said ‘Assotech Hills’ (Sector-2) of the Project, had applied for an apartment in the project vide Application No. <Registration No.>\_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment No <Unit No.>, having Carpet Area of <Carpet Area\_\_\_sq. mt.> square meters [ Built-up area <Build Up Area Sq. Mt.> square meters .] Type at floor, in Tower No. <Tower no. > (“Building”) exclusive of balcony areas admeasuring <Balcony Sq M> square meters,

which shall form an indivisible part along with a proposed allotment for right of use of 1(one) Parking No. \_\_\_\_\_ in the Surface or Covered as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of sec on 2 of the Act (hereinafter referred to as the said “Apartment” more particularly described in Schedule - A and the floor plan of the said Apartment is annexed hereto and marked as Schedule-B;

- H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- I. (i) The Allottee has fully understood, satisfied and well aware that the Promoter is proposing to develop a Residential Cum Housing Project, which will be developed in different phases. The Promoter has also prepared a Master Plan being developed in various phases in 15-17 acres (approximately) and 2600 Dwelling Units (DUs) along with 200 commercial units approx and wherein more than 15000 persons, are going to reside in the said Residential Cum Housing Project.
- (ii) The Promoter has provided various services like Sewerage treatment plant (STP), Electrical Sub-Station, underground water tanks including firefighting underground tanks, pump rooms, tube wells, rainwater harvesting pits, drainage, sewer lines, telecommunication lines, drive way, road, etc. as per this Master Plan, the proposed population density & dwelling units (Dus).
- (iii) The Promoter has also provided various life style facilities like club house, swimming pool, gymnasium, community halls, sports facilities, central green, and children play areas, etc. but not limited to the above, as per this Master Plan, the population density & dwelling units (Dus).
- (iv) The Promoter will take the approval in the various /respective phases as and when a decision is taken in this regard. As the project will be developed in Phases as per the market condition, cash flow, and will have different completion dates and the services and facilities will be commissioned and made operational according to the respective completion period, in phases.
- (v) The time of completion of different phases will be announced separately at the time of commencement of the particular phase.
- (vi) The project is bounded by other land owners, on the South, the company owned land on the North, approach road on the West and Ranchi Master Plan-2037 on the East. The Promoter has provided 40 ft. wide approach road from Tagore Hill Boreya road passing through Bank Colony.

- (vii) The Allottee has fully understood and satisfied himself about exclusive, irrevocable and unequivocal right of the Promoter to develop, construct, launch, market, and sell in whole or in part etc., the said Sector-2 of the Project as well as the validity of the approvals/consents granted by the Ranchi Municipal Corporation (RMC) and/or any other Authority as required and the competency of the Promoter. The Allottee has done due diligence on the associated rights, capabilities and ability of the Promoter to complete the said Project. The Allottee understands all the limitations and obligations of the Promoter with respect to the same as well as the limitation of the Promoter in provision of external and social infrastructure;
- (viii) The Allottee has rendered his/her consent at the time of registration/allotment of the apartment that as and when the promoter decides to commence the sale of subsequent phases, he/she shall not raise any objection.
- (ix) It is further agreed by the Allottees that he/she shall have no objection whatsoever in the future about phase wise development of the project by the Promoter as earmarked in the Master Plan in accordance with the then existing building bye laws. The promoter shall take all requisite precautions/measures as provided in this regard and there shall be no violation of any requisite law.
- (x) The Allottee understood and acknowledged that the Promoter shall carry out the internal development within the said Project only, which inter alia, includes laying of internal roads, drive ways, water lines, sewer lines, electrical lines etc., however, the Allottee also understood that external linkages for these services beyond the periphery of the said Project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral services are to be provided by the State Government and/or the local authorities and the Promoter would not be liable for delay in or non-providing of such external linkages to the Project on part of the State Government and/or the local authorities. The Allottee has further understood and acknowledged that as and when the State Government and/or the local authorities provide the external linkages for these services, the Allottee shall also pay such proportionate charges, if any.
- (xi) The Allottee is also fully aware of the risk perceptions and price fluctuations inherent in real estate sector, the Indian economy in general and the Project location and the said Project in particular;
- (xii) The Carpet Area and Built-up Area of the said Apartment mentioned in this Agreement are provisional and are subject to modification till the date the said Apartment is completed in all respects and occupancy certificate is granted by the competent authority and thereafter the Promoter shall confirm the final Carpet area and Built-up Area of the said Apartment.

The consideration and other charges, calculated herein, are on the basis of provisional carpet area and Built-up Areas of the said Apartment. The said Carpet area and Built-up Area may be increased or decreased on completion of the said Apartment, and as such, these amounts may be accordingly changed, keeping in view of the increase or decrease in the Carpet Area and Built-up Area of the said Apartment. However, the conveyance deed will be executed after incorporating the final Carpet Area and Built-up Area.

- (xiii) The Allottee acknowledged and understood that he/she has physically inspected the site of the project and has understood and satisfied itself in all respect, about the location, the right, title, interest, size, price, infrastructure, status, local conditions and environment or government regulations, availability of finance and interest rates, market conditions, ability to make timely payments etc. while entering into this Agreement for purchase of the said apartment. The Allottee has not relied upon any advertisements, representations, promises or any other information, verbal representations and assurances, warranties, statements or estimates of any nature whatsoever made by selling agents/brokers or otherwise including but not limited to any visual or oral representations relating to the description, location or physical conditions of the said Project / said Apartment. The Allottee further confirms that he has willingly & freely consented to enter into this agreement without any influence or coercion of any nature from the promoter or its authorized agents or representatives;

- J. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Tower of the said Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the car parking as specified hereinabove in Para-G.

**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:**

**DEFINITIONS:**

For the purpose of this Agreement, unless the context otherwise requires:-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), as in force from time to time;
- (b) "Appropriate Government" means the State Government of Jharkhand;
- (c) "Section" means a section of the Act;
- (d) "Rules" means the Jharkhand Real Estate (Regulation and Development) Rules, 2017, as in force from time to time.

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this agreement, the promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment as specified in the Para – "G"