

## **AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this DATE Day of MONTH, YEAR.

### **By and Between**

BERIOM REALITY PVT LTD, (CIN No.- U31100JH2017PTC009787) (Formerly Known as BERIOM TECHNOLOGY PVT LTD) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at GIIS, 'J' ROAD, PRATAP TOWER BISTUPUR, P.O. & P.S BISTUPUR, TOWN JAMSHEDPUR, PIN 831001, DISTRICT EAST SINGHBHUM, STATE JHARKHAND, (PAN – AAHCB1465E), represented by its Director & authorized signatory, DEEPAK KUMAR JHA (Aadhar No. 225758045929) AND/ OR PRAMOD KUMAR SINGH (Aadhar No. 234480374907) duly authorized *vide* board resolution dated 02<sup>ND</sup> FEB, 2022, hereinafter referred to as the " Land Owner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

AND

NAME, (Aadhar No. XXXX-XXXX-XXXX), DOB XX/XX/XXXX, AND NAME (Aadhar No. XXXX-XXXX-XXXX) DOB XX/XX/XXXX, W/o Sri. NAME

BOTH Residing at ADDRESS, CITY, DISTRICT, STATE – PIN CODE, hereinafter referred to as the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

The Land Owner and Buyer shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS**

- A. The Land Owner is the absolute and lawful Owner of Land admeasuring to 1439 Decimal (14.39 acre) situated at **Plot No-972, 999, 1012, 1014,1008, 1018, 1019,1020, 1001,973, 1016, 1017, 1007, 1021, 1642, 1183, 1185, Khata No.-213, 214, 215 & 216 and Mouza-Cholagora, Thana No-1224, Halka No II, Block & P.S.-Ghatsila** in Ghatsila & District **Ghatsila** (“**Said Land**”) *vide* Sale Deed dated 19/01/2022 registered as documents no. 2022/JSR/236/BK1/219 at the office of the Sub-Registrar, Jamshedpur, East Singhbhum, Jharkhand.
- B. The Said Land is earmarked for the purpose of Farm Houses project, comprising Farm Houses and Cottage and the said project shall be known as ‘**THE NATURELAND**’.
- C. The Land Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owner regarding the Said Land on which Project is to be constructed have been completed;
- D. The Buyer had applied for allotment and purchase of Land for farming cum residential activities in the Project **THE NATURELAND, Chholagoda, Galudih**, *vide* application no. XX dated DATE MONTH, YEAR and has been allotted The Natureland Farm Villa Plot No. XX (having

Land Area of (+- XXX) XXXXX square feet.)

- E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- F. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- G. 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;
- H. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Land Owner hereby agrees to sell and the Buyer hereby agrees to purchase the Farm Villa Plot as specified in **Schedule-A**.

**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 Agreement, the Land Owner agrees to sell to the Buyer and the Buyer hereby agrees to purchase, the Farm Villa Plot No. XX as specified in **Schedule -A**;

1.2 The Total Price for the Plot is based on the land area is Rs. XX,XX,XXX/- Rupees IN WORDS only (Rs. XXX/- per sqft.)

1.3 The Buyer(s) shall make the payment as per the payment plan set out in **Schedule – B.**

1.4 The Land Owner and Buyer agrees and acknowledges that:

- (i) The Buyer shall have exclusive ownership of the Farm Villa Plot No.XX, admeasuring to XX,XXX sqft;
- (ii) That Buyer may construct G+1 story house only in 20% of the Plot Size and remaining area shall be used for lawn, parking, gardening and agriculture activities only.
- (iii) That map of House shall be approved by Land Owner.
- (iv) That Buyer shall engage only approved contractor (approved by Land Owner) to construct the house and develop the gardening and agriculture.
- (v) That Land Owner shall give the Plot with demarcation boundary of 1 foot.
- (vi) That Buyer shall not carry out any illegal/restricted activities on the Plot.
- (vii) That Buyer has to start construction of Farm Home and Boundary Wall before registration of Plot.
- (viii) That buyer shall ensure construction of Farm Home shall be completed by December 2023.

1.5 It is made clear by the Land Owner and the Buyer agrees that the Plot shall be treated as a single individual unit for all purposes.

1.6 The Buyer has paid a sum of Rs. XX,XX,XXX/- (Rupees IN WORDS only) as booking and agreement amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Land Owner hereby acknowledges and the Buyer hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan ( Schedule – II) as may be demanded by the Land Owner within the time and in the manner specified therein:

Provided that if the Buyer delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of 2% pm and if Land Owner make delay in giving physical possess the Land Owner shall pay interest at 2% pm for delayed period.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Land Owner, the Buyer shall make all payments, on demand by the Land Owner, within the stipulated time as mentioned in the Payment Plan (**Schedule-B**) through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'BERIOM REALTY PRIVATE LIMITED' payable at **JAMSHEDPUR**.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

3.1 The Buyer, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Land Owner with such permission, approvals which would enable the Land Owner to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Buyer 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 Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement, it shall be the sole responsibility of the Buyer to intimate the same in writing to the Land Owner immediately and comply with necessary formalities if any under the applicable laws. The Land Owner shall not be responsible towards any third-party making payment/remittances on behalf of any Buyer and such third party shall not have any right in the application/allotment of the said Farm Villa Plot applied for herein in any way and the Land Owner shall be issuing the payment receipts in favors of the Buyer only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Buyer authorizes the Land Owner 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 Land Owner may in its sole discretion deem fit and the Buyer undertakes not to object/demand/direct the Land Owner to adjust his payments in any manner.

#### **5. POSSESSION OF THE LAND/PLOT**

**5.1 Schedule for possession of the said FARM/ COTTAGE PLOT,** The Land Owner agrees and understands that timely delivery of possession of the PLOT is the essence of the Agreement. The Land Owner, based on the approved plans and specifications, assures to hand over possession of the Farm/ Cottage Plot within 7 days of full payment of consideration amount.

**5.2 Cancellation by Buyer** – The Buyer shall have the right to cancel/withdraw his allotment in the Project at any time before registration and the consideration amount paid shall be refunded after deducting the fixed process charge of Rs. 1,00,000/- within 90 days.

**5.3 Cancellation by Land Owner** – The Land Owner shall have right to cancel/ withdraw the allotment in the project, if Buyer fails in making the Payment of Consideration Amount by 15 days. On cancellation the consideration amount paid shall be refunded after deducting the fixed process charge of Rs. 1,00,000/- within 90 days.

**6. Compensation –**

The Land Owner shall compensate the Buyer 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.

**7. REPRESENTATIONS AND WARRANTIES OF THE LAND OWNER**

The Land Owner hereby represents and warrants to the Buyer as follows:

- (i) The Land Owner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Land Owner has lawful rights to sale the land from the mentions plots of land.
- (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;
- (v) The Land Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Buyer created herein, may prejudicially be affected;

- (vi) The Land Owner 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.
- (vii) The Land Owner confirms that the Land Owner is not restricted in any manner whatsoever from selling the said Farm Villa Plot/ Cottage Plot to the Buyer in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Land Owner shall handover lawful, vacant, peaceful, physical possession of the Farm Villa Plot/ Cottage Plot to the Buyer.

## **8. EVENTS OF DEFAULTS AND CONSEQUENCES**

- a. Subject to the Force Majeure clause, the Land Owner shall be considered under a condition of Default, in the following events:
  - i. Land Owner fails to provide approach motorable road, power and water connection to the buyer within 365 working days from the date of this agreement.
- b. In case of Default by Land Owner under the conditions listed above, Buyer is entitled to the following:
  - i. Stop making further payments to Land Owner as demanded by the Land Owner. If the Buyer stops making payments, the Land Owner shall correct the situation by completing the construction milestones and only thereafter the Buyer be required to make the next payment without any penal interest; or
  - ii. The Buyer shall have the option of terminating the Agreement in which case the Land Owner shall be liable to refund the entire money paid by the Buyer under any head whatsoever towards the purchase of the land, along with interest at the rate 10 % PA.



Provided that where a Buyer does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Land Owner, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot.

- c. The Buyer shall be considered under a condition of Default, on the occurrence of the following events:
  - i. In case the Buyer fails to make payments of plot consideration amount and demands made by the Land Owner as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Buyer shall be liable to pay interest to the Land Owner on the unpaid amount at the rate 10% PA.
  - ii. In case of Default by Buyer under the condition listed above continues for a period beyond 30 days after notice from the Land Owner in this regard, the Land Owner shall cancel the allotment of the Plot in favour of the Buyer and refund the amount money paid to him by the Buyer by deducting the process charge of Rs. 1,00,000/- this Agreement shall thereupon stand terminated.

**9. CONVEYANCE OF THE SAID Farm Villa Plot.**

The Land Owner, on receipt of full consideration amount of Plot under the Agreement from the Buyer, shall execute a conveyance deed and convey the title of the Plot to the buyer within 7 Days from the date of final payment.

However, in case the Buyer 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 Buyer authorizes the Land Owner 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 Land Owner is made by the Buyer. The

Buyer 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).

**10. RIGHT TO ENTER THE PLOT FOR REPAIRS**

The Land Owner / maintenance agency shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Land Owner/ maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**11. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY BUYER**

The Buyer is entering into this Agreement for the allotment of a Farm/ Cottage Villa with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular.

**12. LAND OWNER SHALL NOT MORTGAGE OR CREATE ACHARGE**

After the Land Owner executes this Agreement they shall not mortgage or create a charge on the Plot 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 Buyer who has taken or agreed to take such Farm/ Cottage Villa.

**13. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Farm/ Cottage Plot, as the case maybe.

**14. RIGHT TO AMEND**

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

**15. PROVISIONS OF THIS AGREEMENT APPLICABLE ON BUYER / SUBSEQUENT BUYERS**

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

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

- a. The Land Owner may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Buyer in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Buyer that exercise of discretion by the Land Owner in the case of one Buyer shall not be construed to be a precedent and /or binding on the Land Owner to exercise such discretion in the case of other Buyers.
- b. Failure on the part of the Land Owner to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**17. SEVERABILITY**

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

**18. NOTICES**

That all notices to be served on the Buyer and the Land Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Buyer or the Land Owner by Registered Post/ Hand Deliver/ Email at their respective addresses specified below:

NAME Name of Buyer

Residing at ADDRESS, CITY, DISTRICT, STATE – PIN CODE (Buyer Address)

Email:-

M/s. Beriomi Reality Private Limited.

At- GIIS, 2<sup>nd</sup> Floor, Pratap Tower, Bistupur, Jamshedpur, Jharkhand Or Site Office- The Natureland, Chholagoda, Galudih, Jamshedpur.

Email:- contact.beriom@gmail.com

It shall be the duty of the Buyer and the Land Owner to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post/Hand Delivery/ Email, failing which all communications and letters posted at the above address shall be deemed to have been received by the Land Owner or the Buyer, as the case may be.

**19. JOINT BUYERS**

That in case there are Joint Buyers all communications shall be sent by the Land Owner to the Buyer 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 Buyers.

**20. GOVERNING LAW**

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

**21. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Indian Arbitration Act, 1996.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Buyer: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

At Jamshedpur on.....in the presence of:

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Land Owner:

(1) \_\_\_\_\_

(Authorized  
Signatory)

Please affix  
photograph  
and sign  
across the  
photograph

WITNESSES:

1 Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

1 Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SCHEDULE 'A' – Description of Farm House Plot/ Cottage Plot.

Project – The NatureLand, Village- Chholagoda, Galudih.

Farm Villa Plot No. XX

Area:- XX,XXX sft.

Boundary:

North : XXXX

South : XXXX

East : XXXX

West: XXXX

**SCHEDULE 'B' - PAYMENT PLAN BY THE BUYER**

S.No.	Payment Event/ Payment Date	Payment Amount (INR)
1.	On Booking and this Sale Agreement	Rs. XX,XX,XXX/-
2.	30 <sup>th</sup> Day from Booking	Rs. XX,XX,XXX/-
3.	Deposit of Stamp Duty and Registration Fee – within 7 days from final payment.	Actual Amount
	Total	Rs. XX,XX,XXX/-

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