

ANNEXURE-G
[See sub rule (1) of rule 9]

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this ___ day of _____, 20____,

By and Between

M/s TEJASWI DEVELOPERS, a partnership firm registered with Sub-Registrar, Ranchi vide its Registration **1534/176/2014 dated 25.06.2014**, having its registered office at **Flat No. 1, Sangita Sadan, Road No. - 8, Kusum Vihar, Morabadi, Dist. - Ranchi, Jharkhand – 834008**, (PAN- **AAJFT3463H**) represented by its authorized signatory/ Partner **SRI MUNNA KUMAR** (Aadhar No. **9115 1452 4559**), authorised vide clause No. **4C** of the Partnership Deed vide no. **1534/176/2014** dated **25/06/2014**, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ their assigns);

AND

[If the Allottee is a Company]

.....**Name of Company**..... (**CIN No.**), a company incorporated under the provisions of the Companies Act, **1956/ 2013**, having its registered office,, and its **CORPORATE OFFICE** at _____, (PAN -), represented by its authorized Partner, _____, (Aadhar No.....) 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, executors, administrators and permitted assignees);

or

[If the Allottee is a Partnership Firm]

..... **Name of Firm**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business,, (PAN -), represented by its authorized partner _____, (Aadhar No.....) authorized *vide* resolution dated hereinafter referred to as

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the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors and permitted assignees, including those of the respective partners);

or

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, 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. _____) son of _____, aged about _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____, (PAN _____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

(pl. insert details of other allottee(s) in case of more than one allottee)

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

WHEREAS:

A. The total Land area admeasuring of **10 Katha (16.52 Decimals or 627.13 Sqm)** as per approved Building Plan vide memo No. **RMC/BP/1473/W04/2020**, Dated **30/07/2024**, by Ranchi Municipal Corporation, Ranchi at R S Plot No. 337 (Sub Plot No. – 337/A and Sub Plot No. – 337/A-1), under Khata No. - 44, **measuring an area 5 katha and 5 katha respectively, situated at Village- Morabadi Road, P.S.- Bariatu, Thana No. – 192, Ward No.- 04, Holding No.- 0040009181000Z0 (old Ward No.19 and old Holding No. 170/KI and 170/KII) of RMC, Ranchi**), Anchal : Bargai, Mandal / District : Ranchi, Pin : 834008, details thereof is given as under:

A.1 Sri Prabhat Kumar, Date of Birth - 01.11.1963, Son of Late Niwaran Chandra Das, Grandson of Late Manohar Das, by Occupation Business, By Faith - Hindu, By Category - General (Not covered under CNT Act 1908), Resident of Kusum Vihar, Road No. 8,

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Morabadi, P.S. Bariyatu, District - Ranchi, State – Jharkhand - 834009, Indian Citizen (hereinafter referred to as OWNER), PAN-ALQPK0828F, M.O.B. – 9835168355, is the sole and absolute owner of land measuring **10 Katha / 16.52 Decimals**, situated at Plot R S Plot No. 337 (Sub Plot No. – 337/A and Sub Plot No. – 337/A-1), under Khata No. - 44, **measuring an area 5 katha and 5 katha respectively, situated at** Village-Morabadi Road, P.S.- Bariatu, Thana No. – 192, Ward No.- 04, Holding No.- 0040009181000Z0 (old Ward No.19 and old Holding No. **170/KI** and **170/KII**) of **RMC, Ranchi**), Anchal : Bargai, Mandal / District : Ranchi, State of Jharkhand, Pin : **834008**,

AND WHEREAS the owners covenant that the aforesaid property is in their exclusive possession with absolute right, title and interest and the land aforesaid is free from all encumbrances, debts; liens, charges and attachments and is in marketable condition and he has a good right and absolute authority to transfer the whole and part of the schedule A property in all legal manner.

AND WHEREAS said land is recorded in revisional survey records of right in the name of Dane Munda, Jagarnath Munda, son of Lakhna Munda, by Caste - Munda, resident of Deh Toli, Telin Toli as Kayami.

AND WHEREAS the land described in schedule A below originally belonged to Hari Munda, who sold and transferred the same to Syed Anwar Hussain Khan son of Syed Azhar Hussain and by executing a registered deed no. 2021 dated 19.03.1963 after obtaining permission from the competent authority as required under section 49 of the CNT Act vide Misc. Case No. 11 R (ii) 1962- 63 and made a substantial structure thereon.

AND WHEREAS the Syed Anwar Hussain Khan sold a portion of Land measuring an area 10 katha, to Vendor of Owners marked as sub plot no. 337/A to Saira Begum by executing a registered deed of sale being no. 5928 dated 29.07.1967 particulars of which have been entered in Book No. 1, Volume No. 46 Page nos. 112 to 116 duly entered in the office of District Sub Registrar, Ranchi. The said Saira Begum was recognized as settled raiyat and her name was duly entered in Register II, which is known as continuous khatian.

AND WHEREAS the owner purchased plot no. 337 marked as sub plot no. 337/A measuring an area 5 katha together with structure standing thereon in terms of execution of a registered deed of sale being no. 4165/3954 dated 13.05.1996 and he also purchased plot no. 337, sub plot no. 337/A-1 measuring an area 5 katha together with structure standing thereon in terms of execution of a registered deed of sale being no. 4164/3953


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dated 13.05.1996 and he started exercising his all sorts of right as Lawful name of the Owner also finds place in Register II in terms of order passed in mutation case no. 348/1996-97 order dated 04.01.1997 which is entered in Register II, Volume No. 12, Page No. 114 an uptodate rent receipt No. 0344501786 dated 11.07.2020 is issued in his name and mutation case no. 349/1996-97 order dated 04.01.1997 which is entered in Register II, Volume No. 12, Page No. 115 an uptodate rent receipt No. 0088724746 dated 11.07.2020 is issued in his name and he has been paying rent to the state and municipal holding being nos. 170/KI and 170/KII were also created in the office of Ranchi Municipal Corporation, Ranchi and Tax is being paid by the owner.


AND WHEREAS the land aforesaid had been the subject matter of illegal transfer in contravention of the provision of CNT Act, hence on the application of one Mr. Boney Munda & others a proceeding under section 71A of the CNT Act, vide SAR case No. 158/1990-91 and the Learned Competent court after hearing the matter in Length had been pleased to dismiss the application of restoration filed by members of schedule tribe. While passing the said order the competent court held that recorded raiyat has already sold and transferred the property to Hari Munda S/o Jagarnath Munda and thus the right of recorded tenant was extinguished on the day of execution of registered deed of sale being no. 4310 dated 21.07.1946. It is made clear that said transaction took place much before coming in to force of CNT Amendment Act 1947 and no prior permission of Deputy Commissioner was required. Thus application of restoration filed by the successor of recorded tenant was abuse of the process of rt from that the Learned Court also held that in the case of Rajendra Nath Kapoor Versus State, reported in BLT 1990 at page 352, their Lordships Held that "Transfer made with permission of Deputy Commissioner cannot be annulled U/s 71 A of the CNT Act as section 46(4)A and clause V of CNT Act has different force and different intention of Legislation. The SAR case was accordingly decided in favour of erstwhile owner Siddique Mian. Subsequently another application for restoration was filed U/s 71A of the CNT Act for the same plot vide SAR case No. 148/2009-10 and it was also rejected in view of judicial pronouncement of case of Sarmistha Mishra versus State of Jharkhand in which their Lordships held that earlier application U/s 71A rejected, then subsequent application is hit by principle of Res-Judicata. Both the order was never challenged before the higher court and thus same is binding on the claimant, who filed an application for restoration. Thus in the manner above, the owner has absolute right, title and interest over the property described in Schedule A of this deed

The Owner in above **Para A.1** is the absolute Land Owner of above referred and the Promoter have entered into a **Registered Development Agreement** vide deed number

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2024/RANU3/2271/BK1/2105 on dated **23rd July, 2024**, in **Book No. - BK1, Volume No. – 258, from page no. 103 to 226** at the office of the **SRO, Ranchi Urban3, Dist. – Ranchi, Jharkhand.**

- B.** The Said Land is earmarked for the purpose of building a residential project comprising one (01) multistoried apartment building located at R S Plot No. 337 (Sub Plot No. – 337/A and Sub Plot No. – 337/A-1), under Khata No. - 44, **measuring an area 5 katha and 5 katha respectively, situated at** Village- Morabadi Road, P.S.- Bariatu, Thana No. – 192, Ward No.- 04, Holding No.- 0040009181000Z0 (old Ward No.19 and old Holding No. **170/KI** and **170/KII**) of **RMC, Ranchi**), Anchal : Bargai, Mandal / District : Ranchi, Pin : 834008, State of Jharkhand, having **Ground + Four (04) Upper Floors** and the said project shall be known as '**TEJASWI PALACE**' ("**Project**");
- C.** The Promoter is fully competent to enter into this Agreement and all 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, Ranchi** has granted the commencement certificate to develop the Project vide approval vide Building Plan No. **RMC/BP/1473/W04/2020, dated 30/07/2024;**
- E.** The Promoter has obtained the final layout plan approvals for the Project from the **Ranchi Municipal Corporation, Ranchi**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F.** The Promoter has registered the Project tinder the provisions of the Act with the Jharkhand Real Estate Regulatory Authority at **Ranchi, Jharkhand** on under the registration No. -----;
- G.** The Allottee had applied for an Apartment/Flat in the Project *vide* application no. _____ dated _____ and has been allotted Apartment/Flat no. _____ having carpet area of, square feet, type _____, on _____ floor in **building** no. "**A**" ("**Building**") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____, (*please insert the location of the garage/ covered parking*) 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/Flat**") more particularly described as **Schedule A** and the floor plan of the Apartment/Flat 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.** Nil

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- 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 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/Flat and the garage/closed parking (if applicable) as specified 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:

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 Apartment/Flat as specified in Para G;

1.2 The Total Price for the Apartment/Flat based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") (Give break up and description):

<p>“TEJASWI PALACE”, at R S Plot No. 337 (Sub Plot No. – 337/A and Sub Plot No. – 337/A-1), under Khata No. - 44, measuring an area 5 katha and 5 katha respectively, situated at Village-Morabadi Road, P.S.- Bariatu, Thana No. – 192, Ward No.- 04, Holding No.- 0040009181000Z0 (old Ward No.19 and old Holding No. 170/KI and 170/KII) of RMC, Ranchi), Anchal : Bargai, Mandal / District : Ranchi, Pin : 834008, State of Jharkhand. Unit/ Flat No. Type : Floor :</p>	<p>Rate of Unit/Flat- Rs./- per sq. ft.</p>
<p>Carpet area excluding area of exclusive balcony: sq. ft. including internal walls</p>	<p>Rs per</p>
<p>Area of exclusive balcony: sq. ft.</p>	<p>Rs per sq. ft.</p>

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Area of External walls: sq. ft.	Rs per sq. ft.
Common area of carpet area	Rate included in the rate of carpet area.
GST @ 5% or @ rate as applicable under the GST Act, 2017 over and above the Total Price.	Rs
Total Price (in rupees)	Rs.
___ months maintenance charge @ Rs..../- per sq. ft. of carpet area	Rs.

* Provide breakup of the amounts such as cost of Apartment/Flat, 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:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment/Flat;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Flat;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee 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 Apartment/Flat includes: 1) *pro rata* share in the Common Areas; and 2) ...Nos.... garage(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall

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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.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** (“**Payment Plan**”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee 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.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment/Flat, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 [*Applicable in case of an Apartment/Flat*] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Flat as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment/Flat;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas. Along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
 - (iii) That the computation of the price of the Apartment/Flat includes recovery of price of land, construction of [not only the Apartment/Flat but also] the

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Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/Flat along with ___ garage/closed 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 otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **TEJASWI PALACE** shall not form a part of the declaration to be filed with **Ranchi Municipal Corporation, Ranchi**, *the concerned competent authority*.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment/Flat to the Allottees, 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment/Flat to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.12 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment/Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Flat as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT:-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/rtgs/neft or online payment (as applicable) in favor of **"TEJASWI DEVELOPERS"** payable at **Ranchi**.

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

- 3.1 The Allottee, 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment/Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:-

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

5. TIME IS ESSENCE:-

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate from project civil engineer/approved architect, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C (“Payment Plan”)**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT/FLAT:-

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The Allottee has seen the specifications of the Apartment/Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **JHARKHAND BUILDING BY LAWS, 2016** and 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 Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/FLAT:-

- 7.1 **Schedule for possession of the said Apartment/Flat:** The Promoter agrees and understands that timely delivery of possession of the Apartment/Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment/Flat on _____, 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 agrees that the Promoter 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 agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment/Flat, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment/Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.
- 7.3 **Failure of Allottee to take Possession of Apartment/Flat:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment/Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Flat to the allottee. In case the

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Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee** - After obtaining the occupancy certificate* and handing over physical possession of the Apartment/Flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 **Compensation –**


The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment/Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment/Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said land or the Project:


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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:-

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment/Flat to the Allottee within the time period specified. For the purpose of this clause,

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'ready to move in possession' shall mean that the Apartment/Flat shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment/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 does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment/Flat.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

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

10. CONVEYANCE OF THE SAID APARTMENT/FLAT:-

The Promoter, on receipt of complete amount of the Price of the Apartment/Flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment/Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of

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the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / UNIT / APARTMENT/FLAT / PROJECT:-

The Promoter 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. The cost of such maintenance has been included in the Total Price of the Apartment/Flat.

[insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. 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 Promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

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

14. RIGHT TO ENTER THE APARTMENT/FLAT FOR REPAIRS:-

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment/Flat 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.

15. USAGE:-

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Munna Kumar
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Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **TEJASWI PALACE**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.


16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/FLAT:-

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/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 Apartment/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/Flat and keep the Apartment/Flat, its walls 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 further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour 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 shall not store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:-

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

18. ADDITIONAL CONSTRUCTIONS:-

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The Promoter undertakes that it has 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 or with duly permitted by the competent authority.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/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 who has taken or agreed to take such Apartment/Flat.

20. THE JHARKHAND APARTMENT ACT, 2011:-

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the **Jharkhand Apartment Act, 2011**. The Promoter showing compliance of various laws/regulations as applicable in _____.

21. BINDING EFFECT:-


Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:-

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

23. RIGHT TO AMEND:-

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

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24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:-

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

25. WAIVER NOT A LIMITATION TO ENFORCE:-

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

26. SEVERABILITY:-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

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

28. FURTHER ASSURANCES:-

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

Tejaswi Developers
Munna Kumar
Partners

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: **M/s TEJASWI DEVELOPERS**

(1) _____

(Authorized Signatory)

Please affix photograph and sign across the photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

*

Or such other certificate by whatever name called issued by the competent authority.

Tejaswi Developers

Munna Kumar
Partners

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE APARTMENT/ FLAT AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

Name of the Project : **“TEJASWI PALACE”**

Project Type : **Residential** (Sub Use - Residential Bldg/Apartment)

Building/Block/Tower : **“A”**

Location : R S Plot No. 337 (Sub Plot No. – 337/A and Sub Plot No. – 337/A-1), under Khata No. - 44, **measuring an area 5 katha and 5 katha respectively, situated at Village- Morabadi Road, P.S.- Bariatu, Thana No. – 192, Ward No.- 04, Holding No.- 0040009181000Z0 (old Ward No.19 and old Holding No. 170/KI and 170/KII) of RMC, Ranchi**), Anchal : Bargai, Mandal / District : Ranchi, Pin : 834008, State of Jharkhand.

Apartment/Flat No. :

Floor :

Area : Sq. ft.

Bounded in the-

North by : of the Apartment /Flat;

South by : of the Apartment /Flat;

East by : of the Apartment /Flat;

West by : of the Apartment /Flat;

No. of Car Parking :

No. of Two Wheeler Parking :

Basement Ground Floor :

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SCHEDULE 'B'

Floor Plan of the OFFICE/SHOP/UNIT/APARTMENT/FLAT

As per the Drawing approved by Ranchi Municipal Corporation, Ranchi, Ranchi,
vide Approval No.-RMC/BP/1473/W04/2020, dated 30/07/2024.

SCHEDULE-'C' (Payment Plan)

Construction Linked Plan	
Schedule – "A"	AMOUNT IN %
At the time of Allotment	10%
At the time of agreement	15%
At the time of after Basement	10%
At the time of after Ground Floor Roof	15%
At the time of after First Floor Roof	15%
At the time of after Second Floor Roof	15%
At the time of after Third Floor Roof	10%
At the time of after Fourth Floor Roof	05%
At the time of at the time of registration of Sale Deed	05%
Total	100%

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Mukta Kumar
Partners

SCHEDULE- 'D'

The specifications of the Shop/Unit shall be as follows:-

(Particular of Construction)

Foundation	:	RCC frame structure as per drawing and design.
Structure	:	RCC Frame structure with brick walls.
Civil Work	:	Brick work in cement and sand mortar.
Wall Finishing	:	All internal walls and ceiling shall have plaster of Paris & primer finish and external walls shall have wall putty and two coats of weather coat.
Flooring Tiles-Kajaria, Orient, somany	:	(a) Vitrified Floor tiles in Drawing, Dining, Bed Room Balcony & Kitchen. (b) Antiskid/ceramic tiles in toilet. (c) Kota/Marble flooring in lobby and stair. (d) Crzy tiles/Paver Block in Parking area.
Doors & Windows	:	Sal Wood frame - Door Shutter 30mm water proof thick flush door laminated with door screen of standard ISI make. Brass fitting, fully glazed Window With three tract aluminum frame with clear/reflective glass.
Kitchen Tiles-Kajaria, Orient, somany	:	Top of Black/Green Granite finishing with dado of glazed tiles up to 2 feet height and one steel sink.
Toilet Tiles-Kajaria, Orient, somany	:	White/printed Glazed tiles upto 7 feet height with the choice of purchaser.
Electrical	:	Havels/G.M./Polycab or equivalent Concealed wiring with copper conductors with standard fittings adequate nos. of 5 Amp. & 15 Amp. Plug points will be provided, provision of exhaust point in kitchen, and Power plug in every room.
Lift	:	Olis/Jhonson/Kone's 6 Passengers standard make I.S.I. shall be provided.
P.H.E. Work	:	Each toilet finished with geyser point, washbasin, I.W.C. or EWC Pan with cistern and all tap fitting of CP. Standard make. All sanitary lines will be done with CPVC Pipes. All water supply lines will be PVC pipes and PPC for hot water. (Jaguar/Hindware or equivalent)
Roof & Terrace	:	Water proof treatment will be provided on top of Roof and Terrace.
Overhead Water Tank	:	Overhead water tank of adequate capacity shall be provided.
Water Supply	:	24 Hours water supply with deep tube well.
Generator	:	Adequate rating of generator shall be provided for power back-up.

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Munna Kumar
Partners

SCHEDULE- 'E'
(Specifications, Amenities and Facilities of the Project)
=====

[The 'Schedules' to this Agreement for sale shall be as agreed to between the parties]

1. Land Scape Garden/ Lawn Garden / Seating Area;
2. Closed Parking/Cycle Parking;
3. Garbage Area;
4. Tots Lots Area;
5. Intercom;
6. Generator;

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