

**FORM  
GAGREEMENTFORSALE**

This Agreement for Sale ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
**By and Between**

**TAH DEVELOPERS** having its office at Tah Complex, Gandhi Chowk, P.S. Giridih Dist. Giridih, Jharkhand represented through **Pankaj Kumar Tah** son of Late Amio Kumar Tah resident of Tah Complex, Gandhi Chowk, P.S. Giridih Dist. Giridih, within the state of Jharkhand, by religion Hindu, Indian Citizen, by occupation Business, hereinafter referred to as the "**OWNER / FIRST PARTY / BUILDER/DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

**AND**

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).

Whereas Babu Rakhaldas Kundu son of Babu Sarat Chandra Kundu acquired Bungalow and other properties and houses along with 1 (one) Bigha and 14 (Fourteen) Kathas of land at Giridih Mouza through registered deed of sale vide deed no. 1080, book no. 1, volume no. 13 page 99 to 102 on 24.06.1891 and same was registered on 30.06.1891 by Babu Lalit Mohan Sen s/o Babu Kali Prasanna Sen Gupta Power of Attorney holder vide Attorney Deed no. 18 of 1891 appointed by Babu Kali Prasanna Sen Gupta.

**And whereas** later on the legal heirs of Babu Rakhaldas Kundu namely Babu Khatendra Nath Kundu, Babu Bhupendra Nath Kundu and wife of Babu Nagendra Nath Kundu namely Srimati Kamla Bala Dasi transferred the aforesaid land of ward no. 3 at present 23, holding no. 351 now 986 to Babu Sundermal and Govind Ram sons of Jivan Ram of Giridih vide registered deed of sale dated 28.05.1903.

**AND WHEREAS** in the year 1933 Babu Sundermal sold self and on behalf of Hanuman Bux (minor) and Sagar Mal Koka, all sons of Jivan Ram since deceased and also on behalf of his minor sons namely Balmukund Ram, Brij Lal and Mahavir Prasad and Wife of Govind Ram namely Most. Gigli and adopted son of Govind Ram namely Babu Laxmi Narayan transferred his entire share i.e. apartments and houses along with 1 Bigha and 9 Kathas land of Mouza Giridih ward no. 3 (old), holding no. 351 (old), then it has been changed as 443 now 986 under Giridih Municipality to Babu Ram Kumar son of Jivan Ram vide registered deed of sale vide deed no. 1708 dated 29.08.1933, Book no. 1, volume no. 23 Page no. 241 to 249 and as such Babu Jivan Ram came in exclusive possession over the entire properties and houses along with land of holding 351 (old), 443 now 986, New Holding No. 0230000357000A1 and mutated his name in Giridih municipality and after vesting the Zamindari his name has been entered in Register- II of Giridih Anchal in volume VI and page no. 170 and allotted Zamabandi no. 208/657 under Thana no. 229 of Giridih Mouza and Pay tax and Cess to government of Bihar and enjoyed his right title and possession over the same as absolute owner.

**AND WHEREAS** Babu Jivan Ram also died leaving behind only son Babu Ram Kumar who inherited the aforesaid property of his father and paid tax and cess to the Anchal as well as Giridih Municipality and enjoyed his right title and possession over the same and later on he also died leaving behind his only son Sampat Lal Agarwal who inherited the aforesaid property and land of ward no. 3 (old) and 10, 24 now 23 (new), holding no. 351 (old), 453 (old), 986 (new) under Giridih municipality and came and continued his right title and possession over the same and enjoyed the same in the knowledge of whole world and paid tax and Cess to the Giridih municipality as well as to Anchal Giridih also and realize rent receipts against the entire said property.

**AND WHEREAS** Sampat Lal Agarwal son of late Babu Ram Kumar died leaving behind him his widow namely Dropati Agarwal and five sons namely Sri Shyamlal Agarwal, Anandi Agarwal, Binay Agarwal, Ganesh Agarwal and Pradip Agarwal and five Daughters Rajo Devi, Nila Dokania, Prem Lata Agarwal, Shakuntla Pansari and Punam Agarwal as legal heirs and later on all daughters of Sampat Lal Agarwal relinquished their share in favour of their brothers in lieu of marriage gift which have been given by their deceased father during his life time and after marriage they all have settled in their respective sasural and all sons of Sampat Lal Agarwal and widow of Sampat Lal Agarwal came in peaceful possession over the aforesaid property and land and enjoying their right title and interest accordingly and paying rent and taxes to the Government of Jharkhand regularly to the Giridih municipality as well as Anchal Giridih and obtaining the receipts against the same in the name of Ram Kumar Marwar Agrwal in Anchal Giridih which entered in register II at Vol. VI, Page 170 and paying rent and tax regularly to the authority

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(Pankaj Kumar Tah)  
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and paid tax upto 2020-21 vide Anchal Rent Receipt No. 0255626986 dated 30.01.2021 and also paying tax to the Giridih Nagar Nigam being Holding No. 0230000357000A1 vide receipt No. 1083801230321091809 Dated 23.03.2021.

**AND WHEREAS** all aforesaid legal heirs of late Sampat Lal, the owners of the aforesaid property decided to develop the said property with the help of one renowned developer and they approached the Pankaj Kumar Tah proprietor of Tah Developer to develop the properties by making a Multi-storeyed residential building and commercial building over the aforesaid pieces and parcels of land at Giridih admeasuring 1 Bigha 9 Katthas or 22970 Square feet on share basis and the said land owner entered into an unregistered development agreement dated 20.01.2010 with the Developer for the construction of a Basement and G-5 multi-storeyed residential cum commercial building as Block - A on part of the aforesaid land and a residential cum commercial multi-storied building as Block - B on remaining part of the land who agreed to construct the same on its own cost on share basis with certain terms and condition mentioned therein and have get sanctioned plan from the appropriate authority.

**AND WHEREAS** said Developer of this present, in pursuance of said sanctioned plan for Block 'A' for Basement and G + 4 building duly sanctioned on 11.07.2011 Vide reference No. 2150 dated 28.07.2011 and later on got sanctioned for G+5 after getting suggestion from Additional State Fire Extinguisher Officer, Ranchi vide Suggestion letter No.328 dated 11.08.14 and same has been finally sanctioned on 9.02.16 by the Giridih Municipal Council vide reference no. 258 dated 11.02.16 and Developer constructed a multi-storeyed residential building Basement, Ground Floor, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor, 4<sup>th</sup> Floor and 5<sup>th</sup> Floor with a roof at the top of 6<sup>th</sup> Floor. The Basement is meant to be an area for parking of cars / vehicle only which will be solely used by the purchasers and landlord of said residential building as allotted to them. The said Multi-Storeyed building i.e. constructed over Schedule 'A' land is commonly known as "SAMPAT PALACE - BLOCK - "A" and BLOCK - "B" which is ready to transfer to intending purchasers.

AND WHEREAS the said Developer herein completed and constructed of G+5 Multi - Storeyed building called and commonly known as "SAMPAT PALACE - BLOCK - "A" and BLOCK - "B" according to the said sanctioned Plan duly sanctioned by the competent authority;

**AND WHEREAS** as per terms of the said development agreement, Developer constructed Multi-storeyed residential building as "BLOCK - A" and Block - 'B' named as "Sampat Palace Multi Storied" building as per terms and condition laid down in agreement dated 20.01.2010.

**AND WHEREAS** the Owners of land executed a general power attorney vide deed no. 1499 dated 08.11.2011 in favour of Pankaj Kumar Tah proprietor of Tah Developer to execute deed of agreement for sale in favour of intended purchasers of said flat of Block - A and Block - B and on the basis of said power of attorney the attorney holder cum developer had executed several deed of agreement for sale in favour of different purchasers. ("SaidLand").

**AND WHEREAS** the Vendor has constructed several flats, shops, on the said plot of land as sanctioned plan of Authority at the cost of the intending owners cum buyers;

- A. The Said Land is earmarked for the purpose of building a residential project, comprising several multi storied apartment building the said project shall be known as 'SAMPAT PALACE' ("Project");
- B. 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;
- C. Permission letter for construction on the said land was also obtained from the office of by the Giridih Municipal Council vide reference no. 258 dated 11.02.16.
- D. The Promoter has obtained the final layout plan approvals for the Project from concerned authority. The Promoter agrees and undertakes that it shall not make any changes to the layout plan except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Promoter has applied for registration of the Project under the provisions of the Act with the Jharkhandra
- F. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment \_\_\_\_\_ having \_\_\_\_\_

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\_\_\_\_\_ Sq.Ft.of Superbuiltup area and carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_ on \_\_\_\_\_ floor in [tower/block/building] (“**Building**”) along with garage/closed parking no. \_\_\_\_\_ ad measuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/closed 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**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**];

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all that 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;

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreement 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 or Plot as specified in para G;
- 1.2 The Total Price for the Apartment or Plot based on the carpet area is Rs. \_\_\_\_\_ (Rupees

(“**Total Price**”)(Give breakup and description) :

Block/Building/Tower Apartment No.	Rate of Apartment per square feet*
Type _____	
Floor _____	

\*Provide breakup of the amount such as cost of apartment, proportionate cost of common area, preferential location charges, taxes etc.

[AND] [if / as applicable]

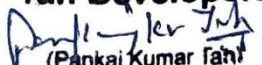
Garage/ Closed Parking-1	Price for 1
Garage/ Closed Parking-2	Price for 2

Explanation:

- (i) The Total Price above include the booking amount paid by the allottee to the Promoter towards the Apartment or Plot;
- (ii) The Total Price above includes Taxes [consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter] up to the date of handing over the possession of the Apartment or plot;

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

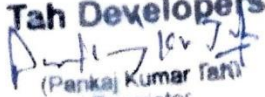
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been

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 (Pankaj Kumar Tah)  
 Proprietor

imposed or become effective:

(iv) The Total Price of a Apartment or Plot includes: 1) prorata share in the Common Areas; and 2) \_\_\_\_\_ garage(s) / closed parking(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 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, rebate for early payments of installments.
- 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 respect of the apartment, 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 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete, 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, 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 or Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment or plot.
  - (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 or includes recovery of plot price of land, construction of [not only the Apartment but also] the 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 or plot 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 except for the otherwise purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's

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(Parikaj Kumar Tahi)  
Proprietor

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 **SAMPAT PALACE**.

1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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 or Plot 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 or Plot 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 rates specified in the Rules.

**2. Mode of Payment :**

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

**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 [modification (s) made thereof and all other applicable] laws including that of payment acquisition / sale / transfer of immovable remittance 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 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

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(Pankaj Kumar) Proprietor

anyhead(s) of dues against lawful outstanding, if any, in his / her name as the Promoter may in its sole discretion deemed fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.

5. **TIME ESSENCE:**

1.13 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 or Plot to the Allottee and the common area to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, 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 OR APARTMENT:**

The Allottee has seen the specifications of the Apartment or Plot 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 specification. Subject to the terms in the plans and this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent.

Authorities shall also strictly abide by bye-laws, FAR and density norms and the provisions prescribed by the Jharkhand Apartment Act 2011 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 OR PLOT**

7.1 **Schedule for possession of the said Apartment / Plot].** – The Promoter agrees and understands that timely delivery of possession of the Apartment or Plot is the essence of the Agreement. The Promoter, based on the approved plans, specifications, and assures hand over possession of the Apartment or Plot to the Allottee 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 condition then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment or Plot, 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 the date. After refund of the money paid by the Allottee, Allottee agrees that he shall not have any rights, claim setc. 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 or Plot, 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 or Plot 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 or Plot.** – Upon receiving a written intimation from the promoter as per clause 7.2, the Allottee shall take possession of the Apartment or Plot from the promoter by executing necessary indemnities,

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Pankaj Kumar Tah  
(Pankaj Kumar Tah)  
Proprietor

undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment or Plot to the allottee. In case the 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 or Plot 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, 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 or Plot (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 or Plot, 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 or Plot.

## 8. REPRESENTATION AND WARRANTIES OF THE PROMOTER.-

The Promoter hereby represents and warrants to the Allottees as follows:-

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said land; there is no 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;  
[in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said land, project or the Apartment or Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment or Plot 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 or Plot and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted

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Pankaj Kumar  
(Pankaj Kumar Tah Developer)  
Promoter

to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially 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 or Plot 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 or Plot 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 or Plot 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 or Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the 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, along with interest at the rates 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 or Plot.

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

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(Pankaj Kumar Tah)  
Proprietor

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 or Plot 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.** The Promoter, on receipt of complete amount of the price of the Apartment or Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment or Plot 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 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 action taken or deficiencies/penalties imposed by the competent authority(ies).
11. **MAINTENANCE OF THE SAID BUILDING OR APARTMENT OR 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 or Plot.
- [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 or Plot 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. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**  
The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking 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/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.
14. **USAGE:**  
Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **AASTHA MAJESTIC**, 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, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service 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.
15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT.** – Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment or

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(Pankaj Kumar Tah)  
Proprietor

Plot 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 or Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment or Plot and keep the Apartment or Plot, its walls 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, building 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 or Plot 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 or Plot. 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.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.** - The Allottee is entering into this Agreement for the Apartment or Plot 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 or Plot, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment or Plot at his / her own cost.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment Plot Building] 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 Plot Building].


19. **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 [xx-herespecify the details]

20. **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 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 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.

21. **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

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(Pankaj Kumar Tah)  
Proprietor

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**22. RIGHT TO AMEND:**

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

**23. 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 [Apartment/Plot] and the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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

24.1 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.

24.2 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.

**25. SEVERABILITY:**

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

**26. 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/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**29. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

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Pankaj Kumar Tan  
Proprietor

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ Allottee Address

M/s. Rukmani Property Project Pvt.  
Ltd., 2nd floor, Aastha Trade Centre, Q Road,  
Bistupur, Jamshedpur, District Singhbhum East.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address.

**30. JOINT ALLOTTEES:**

That in case there are joint allottees all communications shall be sent by the promoter to the allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

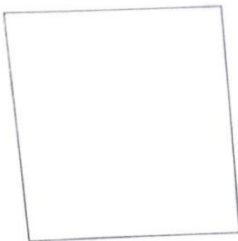
**31. GOVERNING LAW:**

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

**32. DISPUTE RESOLUTION:**

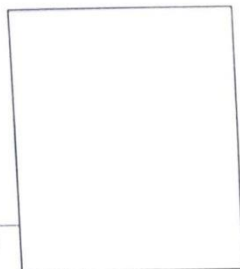
All or any dispute arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and validity of the terms and thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussions, failing which the same shall be settled through the adjudicating officer appointed under the act.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this agreement for sale at Jamshedpur. In presence of attesting witness, signing as such on the say first above written.



**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter :



(Authorized Signatory)

Witness:

1. Name \_\_\_\_\_, Address \_\_\_\_\_
2. Name \_\_\_\_\_, Address \_\_\_\_\_

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(Pankaj Kumar Singh)  
Proprietor

### **SCHEDULE 'A'**

ALL THAT proportionate share of land with residential cum commercial flat / space out of total area of land measuring 1 Bigha 9 Kathas equivalent to 22970 Square Feet or 2136.75 SQM along with house and structures standing thereon and situated in Mouza Giridih, Khata No. 208/657, Thana no. 229, Ward No. 3 (old), then 10, 24 now 23(New), Holding No. 986 New Holding No. 0230000357000A1 under Giridih Municipal Panchayat Authority sub Registry-Giridih P.S.-Giridih, Dist. Giridih in the state of Jharkhand details of flat / commercial space are mentioned below:-

North: Main road

South: Lands of Sitaram Rajgaria

East: Land and House of Chhedilal Jalan & Others

West: 14' Wide Common Road

**SCHEDULE 'B'** : FLOOR PLAN OF THE APARTMENT

**SCHEDULE 'C'** : PAYMENT PLAN BY THE ALLOTTEE

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