

**FORM G  
AGREEMENT FOR  
SALE**

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** Anandi Devi Seth wife of Harnarayan Seth Garnd Mother of First Party No. 1 and Great Grand Mother of First Party No. 2 had acquired 13 (Thirteen) kathas of land by standard measurement situated at Mouza Makatpur, Mohalla Punjabi Mohalla, P.S. Giridih (T), Dist. Hazaribagh now Giridih under Thana No. 95, Thoka No. 347 Municipal ward No. 1, then it has been changed as 2 and 12 now 10, Holding No. 387 later on changed to 482 at present 0120000293000A1 from Sati Rani Chakravarty and Ajit Kumar Chakravarty on 21.12.1955/23.12.1955 through registered deed of sale vide deed no. 9282, duly registered in book no. 1, volume no. 56, page 576 to 583 In the year 1955 in the office of Sub-Registrar, Giridih over which said Anandi Devi came in khas physical possession along with her husband Harnarayan Seth and sons of Vishwanath Seth and Prakash Seth peacefully and without any objection from any corner and mutated her name in the office of landlord Anchal Giridih and accordingly her name was entered in Vol. XX, Page No. 117 of the Register II.

**And Whereas** in the meantime Vishwanath Seth from his own fund purchased 3 decimals of land i.e. equivalent to 1 katha 11 chhata equivalent to more or less 3 decimals of Mouza - Makatpur, Mohalla - Punjabi Mohalla, P.S. Giridih (T), Dist. Hazaribagh now Giridih under Thana No. 95, under Khata/Thoka No. 26, plot no. 283 and 284 of Municipal ward No. 1, then it has been changed as 2 and 12 now 10, Holding No. 385A and later on changed to 481 at present 0120000175000A1 which is adjacent land of aforesaid land duly acquired by Vishwanath Seth from Sukar Rai and Narayan Rai on 03.01.1956 through registered deed of sale vide deed no. 142, book no. 1, volume no. 10, page 214 to 224 In the year 1956 in the office of Sub-Registrar, Giridih over which said Vishwanth Seth came in khas physical possession and mutated his name in the office of landlord Anchal Giridih and his name was duly entered in Vol. No. IX, Page No. 98 of Register II.

**And Whereas** said Anandi Devi and her husband Harnarayan Seth died one by one leaving behind their two sons namely Vishwanath Seth and Prakash Narayan Seth who inherited the entire estate situated at Giridih and also possessed over the land and house situated at Delhi which have been acquired in the joint

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name of Harnarayan Seth, Vishwanath Seth and Prakash Narayan Seth.

**And Whereas** in the 2001 after the death of Anandi Devi her sons Vishwanath Seth and Prakash Narayan Seth have amicably divided their property duly acquired by their parents in their own name in said family arrangement Vishwanath Seth got entire property of Makatpur Giridih area 13 Katha i.e. equivalent to 21.49 decimals and also get 1/3<sup>rd</sup> share in the property situated at Delhi, whereas Prakash Narayan Seth got 2/3<sup>rd</sup> share in the property situated at Delhi.

**And Whereas** after said amicable arrangement Vishwanath Seth have amalgamated his purchased land measuring 3 Decimals i.e. 1 katha 11 chhatak within Thoka No. 26, Plot No. 283 and 284 with the land measuring 13 Katha of Thoka No. 347 (which was duly acquired by in the name of his Mother) as such said Vishwanath Seth solely came in possession over an area of 14 katha 11 chhatak and house therein of Mouza Makatpur, P.S. Giridih (T), Dist. Giridih under Thana No. 95, Khata No. 26 and Thoka No. 347 of Ward No. 1 then 12 now 10. The Developer have obtained rent receipt no. 0070032945 in respect of land within Thoka No.347 on 10.09.2020 and also obtained rent receipt no. 0522249739 in respect of land within Khata/Thoka No. 26 Plot No. 283 and 284 on 09.10.2020 on paying annual rent for the year 2020-21.

**And Whereas** on 17.04.2010 said Vishwanath Seth died leaving behind him his only son Sanjay Seth and Grand Son Vansraj Seth who inherited the aforesaid land and house of Mouza Makatpur P.S. Giridih (T), Dist. Giridih fully described in Schedule 'A' of this present as well and property situated in other place.

**AND WHEREAS** the Owners of the land namely Sajay Seth and Vanshraj Seth agreed to develop their land by constructing a multi storied building and for said purpose they have contacted with Tah Developers and requested to develop their said property by constructing a multi storied building i.e. G+4 multistoried residential building known as "VISHWANATH BHAWAN" and Tah Developers Vendor of this deed agreed to construct a multi storied building on the land of Sanjay Seth and Vanshraj Seth as per MAP duly sanctioned by the Giridih Municipal Corporation and for the said purpose said Sanjay Seth and Vanshraj Seth as the capacity of owner of land and Tah Developer entered into an agreement dated 18.01.2021 which was registered on 09.02.2021 bearing deed no. 366 duly registered in Book No. 1, Vol. No. 59, Page No. 1 to 170 at the office of SRO, Giridih and as per said agreement the Vendor of this deed have right to sold its allocation as described in schedule 'D' of the aforesaid agreement and on the terms of said agreement the Vendor of this deed Tah Developer through its Proprietor Mr. Pankaj Kumar Tah announce its view in general regarding sale of its residential flats which is under construction and the Vendee of this deed agreed to purchase one of the Flat of said multi storied building VISHWANATH BHAWAN.

**AND WHEREAS** said Vendor/Developer of this present, in pursuance of said sanctioned plan for G + 4 duly sanctioned on 30.03.2020 Vide Reference No. 465 dated 30.03.2020. The Ground Floor area 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.

**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 multistoried apartment building the said project shall be known as 'VISHWANATH BHAWAN' ("Project");
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the

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right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed;

- C. Permission letter for construction on the said land was also obtained from the office of by the Giridih Municipal Council vide reference no. 465 dated 30.03.20.
- 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 \_\_\_\_\_ Sq. Ft. of Super built up 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 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 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,

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inconnection with the construction of the Project payable by the Promoter] up to the date ofhandingoverthe possession ofthe Apartmentorplot;

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

(iii) ThePromotershallperiodicallyintimatetotheAllottee, theamountpayableasstatedin(i)above and the Allottee shall make payment within 30 (thirty) days from the date of such writtenintimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid ordemanded along with the acts / rules / notifications together with dates from which such taxes /leviesetc.have been imposed orbecome effective;

(iv) TheTotalPriceofApartmentorPlotincludes:1)proratashareintheCommonAreas;and2) \_\_\_\_\_garage(s)/ closedparking(s) asprovidedintheAgreement.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, dueto increase on account of development charges payable to the competent authority and / or any otherincrease in charges which may be levied or imposed by the competent authority from time to time. ThePromoter undertakes and agrees that while raising a demand on the Allottee for increase in developmentcharges, cost/chargesimposed bythecompetentauthorities, thePromotershallenclosethesaidnotification / order / rule / regulation to that effect along with the demand letter being issued to theAllottee, which shallonlybe applicable onsubsequentpayments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C. ("PaymentPlan")**.
- 1.5 ThePromoter mayallow, in itssole discretion, arebate forearlypaymentsofinstallments.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layoutplans and specifications and the nature of fixtures, fittings and amenities described therein respect of theapartment, 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 theAllottee, orsuch minorchanges or alterations as perthe provisionsofthe Act.
- 1.7 ThePromotershallconfirmthefinalcarpetareathathasbeenallottedtotheAllotteeaftertheconstruction 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. Ifthere is any reduction in the carpet area within the defined limit then Promoter shall refund the excessmoney paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, fromthe date when such an excess amount was paid by the Allottee, the Promoter shall demand that from theAllottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made atthesame ratepersquarefeetasagreedin Clause1.2 ofthis Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to theApartment orPlotas mentioned below:
- (i) TheAllotteeshallhaveexclusiveownershipoftheApartment orplot;
- (ii) TheAllotteeshall alsohaveundividedproportionateshareintheCommonAreas. Sincetheshare / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, theAllottee shall use the Common Areas along with other occupants, maintenance staff etc., withoutcausing any inconvenience or hindrance to them. Further, the right of the Allottee to use theCommon Areas shall always be subject to the timely payment of maintenance charges and othercharges a applicable. It is clarified that the promoter shall convey undivided proportionate title inthecommon areasto theassociation ofallotteesas provided inthe 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 developmentcharges, external development charges, taxes, cost of providing electric wiring, fire detection andfirefightingequipmentinthecommonareasetc, andincludescostforprovidingallotherfacilitiesas provided withinthe 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 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 **VISHWANATH BHAWAN**.
- 1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which 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 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 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.

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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 deemed fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust these payments in any manner.

5. **TIME IS 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 areas 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 been 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 \_\_\_\_\_ 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, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give

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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 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 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 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 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

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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 promoters 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 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 this / 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 (is) 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 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

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(Pankaj Kumar Tah)  
Proprietor

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 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:

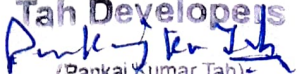
\_\_\_\_\_  
Name of Allottee  
\_\_\_\_\_  
Allottee Address

Tah Developers, Tah Complex, Gandhi  
Chowk, Giridih

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

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considered properly served on all the allottees.

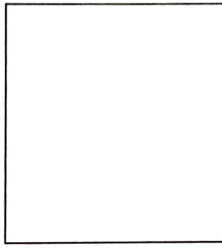
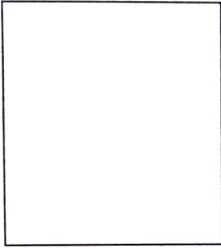
**31. GOVERNING LAW:**

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:**

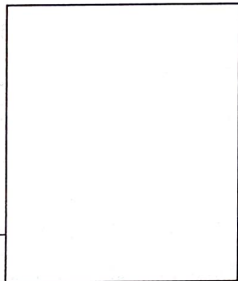
All or any dispute arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and validity of the terms and thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussions, failing which the 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 \_\_\_\_\_

**SCHEDULE-"A"**

**DESCRIPTION OF LAND**

**ITEM (i)**

ALL THAT piece and parcel of land measuring 9 Katha equivalent to 14.88 decimals out of 13 (Thirteen) Katha equivalent to 21.49 decimals of land including 14' wide Passage on North Side and 13' wide Passage

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Proprietor

on South Side towards approaching Road by standard measurement situated at Mouza Makatpur, Mohalla Punjabi Mohalla, P.S. Giridih (T), Dist. Hazaribagh now Giridih under Thana No. 95, Khata/Thoka No. 347, Plot No. HN482 Municipal ward No. 1, then 12 now 10, Holding No. 387 later on changed to 482 at present 0120000293000A1 under Giridih Nagar Nigam/Panchayat Authority sub Registry-Giridih P.S.-Giridih, Dist. Giridih in the state of Jharkhand shown in the Map with red lines herewith attached forming part of this Deed and butted and bounded as follows:-

**On the North** - Gopal Kumar Arsh

**On the South** - Land described in Item No. II Bipin Kumar Singh and House of Late Bishwanathsahbadi & CO.

**On the East** - Owner's House and two side Common Passage.

**On the West** - Murari Churiwala

#### ITEM (ii)

ALL THAT piece and parcel of land measuring 3 decimals of land i.e. equivalent to 1 katha 11 chhatak of Mouza Makatpur, Mohalla - Punjabi Mohalla, P.S. Giridih (T), Dist. Hazaribagh now Giridih under Thana No. 95, under Khata/Thoka No. 26, plot no. 283, area 2 decimals and 284, area 1 decimal of Municipal ward No. 1, then it has been changed as 2 now 12, Holding No. 385A 481 at present 0120000175000A1 under Giridih Nagar Nigam/Panchayat Authority sub Registry-Giridih P.S.-Giridih, Dist. Giridih in the state of Jharkhand shown in the Map with red lines herewith attached forming part of this Deed and butted and bounded as follows:-

**On the North** - Common Passage then Owners House

**On the South** - House of Barnwalji

**On the East** - Bipin Kumar Singh

**On the West** - House of Late Bishwanathsahbadi & CO.

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