## ***(AGREEMENT FOR SALE OF FLAT)***

**THIS AGREEMENT for Sale ("Agreement") executed on _____ day of _____, 2026**

**BY AND BETWEEN**

**M/s TANISHA HOUSING PRIVATE LIMITED(CIN – U70109WB2011PTC167927) (PAN NO. – AAECT0531C)** A Private Limited Company, registered under Companies Act, 2006 having its registered office at 5, PALMER , BAZAR ROAD KOLKATA W.B. Pin Code - 700015 through its Director **SANJAY KUMAR,** aged about 56, **AADHAR**- 8515 8571 0264 son of Shree Rameshwar Prasad, Resident of flat No.401 Surya Enclave Near Nisha Devi Mandir.P.S.Kadamkua P.O Kadamkua, District – Patna, Bihar, Indian Citizen, hereinafter referred to as the **"PROMOTER/VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

Mobile No. -

**-AND-**

**Mr. ……,** aged about …… years, **AADHAR- ……, (PAN NO- ……)** son of ……, Resident of - ……, P.S. - ……, P.O.- ……, District - ……, State-……, is an Indian Citizen, Pin Code - ……, hereinafter called as "**ALLOTTEE"** which expression shall unless repugnant to the context or meaning thereof be deemed

to mean and include her heirs, executors, administrators, successors-in-interest and permitted assigns.

**Mobile no. - .....**

**DEFINITIONS:**

**For the purpose of this agreement for sale, unless the context otherwise requires.**

a. **"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).**
b. **"Appropriate Government" means the state Government.**
c. **"Rules" means the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2017.**
d. **"Regulations" mean the Regulations made under the Real Estate (Regulation and Development) Act, 2017.**
e. **"Section" means a section of the Act.**

**WHEREAS: -**

**A.** The Developer/Owner has acquired the development rights for the scheduled landed property through Absolute Sale Deeds detailed below:

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**Total Land –**

**AND WHEREAS,** Patna Municipal Corporation (PMC) has accorded permission for construction of Residential Building and after obtaining the permission Vide Plan Case no.- **PMC/P/DHANAUT/PRN-G+3/408/2021 Dated 28.08.2024** a new Building is being constructed on the said land by **TANISHA HOUSING PRIVATE LIMITED. LTD.**, Patna in the name of **SARSVATI RAMROOP ENCLAVE** hereinafter referred to as the "Building" comprising several Flats/Parking etc.

B. The said land remarked for the purpose of building a residential project, comprising multi-storied apartment

building and the said project shall be known as "**SARSVATI RAMROOP ENCLAVE"**

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The Patna Municipal Corporation has granted the commencement certificate to develop the Project vide approval bearing registration no. **PMC/P/DHANAUT/PRN-G+3/408/2021**

E. The Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the Project and also for the apartment, plot or building, as the case may be, from Patna Municipal Corporation under Section 315, 316 and 317 of The Bihar Municipal Act, 2007. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;.

F. The promoter has registered for registration of the project under the provisions of the Act with the State of Bihar Real Estate Regulatory Authority at Patna dated-…….. under registration no.- …….

G. The Allottee had applied for an apartment/Flat in the project and Venus Star Construction Pvt. Ltd. has been allotted in the apartment having Flat No. …… measuring Carpet area ……. Sq.ft. and Balcony area ……. Sq.ft., Flat Type- …… BHK Flat on ……. floor in Unit No. …… in "SNEH HOMES" ("Building") along with One Car Parking Space at Upper/Lower basement or Ground floor as permissible under the applicable law and of pro rata share in the common areas as defined under clause(n) of Section2 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);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulation, notifications, etc., applicable to the Project;

J. 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking as specified in para-G.

**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 as specified in para-G.

**1.2** The Total Price of the Apartment/Flat based on the Carpet area …….. Sqft. and Balcony/Verandah Area …… Sq.ft., is Rs……/- (Rupees ……..) Only.

Total Cost Break-up for Flat No. ……, Unit- ……, Flat Type- ……. BHK on …….. floor.

**Break-up of the Total Price-**

| | |
|---|---|
| Apartment/Flat No | |
| Consideration Amount | For Rs…….. |
| Block/Unit No. | |
| Floor | |
| Flat Type | …….. BHK |

**Total Price/Cost of Apartment/Flat including Parking space and Amenities are mentioned above in clause 1.2 of the terms includes all the taxes**

**except GST/ Any other tax/cess levied later on execution of this agreement.**

**EXPLANAITON:**

i. The Total price above includes the booking amount paid by the allottee to the Promoter toward the Apartment.

ii. The Total Price above includes all the taxes except GST/ Any other tax/cess levied later on execution of this agreement shall be chargeable from the allottee/s and payable to the promoter in connection with the construction of the Project, up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

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/decreased based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority. as per the Act, the same shall not be charged from the allottee;

iii. The Promoter shall periodically intimate in writing to the allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc, have been imposed or become effective;

iv. The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charged, external development charges, taxes as referred above, cost of providing electric wiring. electrical connectivity to the apartment, lift, water line and plumbing, finishing with exterior

painting, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the project.

**1.3** The Total Price is escalation-free, save and except increases in material costs which the Allottee hereby agrees to pay and also 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charges from the allottee.

**1.4** The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan")

**1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

**1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specification and the nature of fixtures, fittings and amenities described herein at

Schedule 'D' and Schedule 'E' (Which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per provisions of the Act. 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 to the approx. final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is applied for/ granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee, If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

**1.8** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

i. Allottee shall have exclusive ownership of the Apartment;
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, it is clarified that the promoter shall hand over the common areas to the association of Allottee after duly applying

for/obtaining the completion certificate from the competent authority as provided in the Act;

iii. That the computation of the price of the Apartment includes recovery of price of land. construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes except GST, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing finishing with paint, marbles tiles, doors, windows, fire detection and firefighting equipment in the common area, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

iv. The Allottee has the right to visit the project site to assess the extent development of the project and his apartment, as the case may be. It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/covered 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 any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from Allottees for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allotees 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 outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

The Allottee has paid a sum of Rs. ……/- (Rupees …… Only) through Cheque/DD/Cash on dated-……. of …….. as booking amount being part payment towards the Total Price of the Apartment at the time of applicable the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Flat is of Rs. ……../- (Rupees …… Only) as prescribed in the Payment Plan [Schedule C] 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 which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**TANISHA HOUSING PRIVATE LTD.**" Payable at "Patna".

**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, 1934 and the Rules and Regulations made there under or any statutory

amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, Approvals which would enable the Promoter to fulfill its obligation under this Agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in according with the provision Foreign Exchange Management Act, 1999 or the 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 and issued by the reserve Bank of India, he/she may 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 regard to matters specified in para 3.1 above. 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 any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Apartment] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the byelaws, FAR and density norms and provisions prescribed by the BIHAR LAWS 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/PLOT:**

**7.1** Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the apartment along with ready and complete common areas with all specification, amenities and facilities of the project

within …….. months from the commencement of work i.e. **DATE/MONTH/YEAR** with a grace period of **……** months, 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") beyond control of the promoter. If however, the completion of the Project delayed due to the Force Majeure conditions then the allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, 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 …… days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2** Procedure for taking possession- The Promoter, upon obtaining/applying for the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date issue of/application for occupancy certificate. [Provided that, in the absence of local law the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of /application for occupancy certificate]. 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, after taking possession, agree(s) to pay the maintenance charges as

determined by the Promoter/association of allottees, as the case may be after the application for/issuance of the completion certificate for the project. The promoter shall hand over the copy of application /occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take Possession of Apartment**

Upon receiving a written information From the Promoter as per para 7.2, the allottee shall take possession of the Apartment from the promoter by executing necessary indemnities, undertakings and such other documentation as Prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case, the allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charge as specified in para 7.2.

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

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

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

**7.6 Compensation-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the

manner as provided under the Act and the claim for interest and compensation under this provision 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 (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation to 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, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act …… days of it becorning due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within ……. days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

I. The **TANISHA HOUSING PRIVATE LIMITED**has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.

II. The promoter has lawful rights and requisite approval from the competent Authorities to carry out development of the Project.

III. There are no encumbrances upon the said Land or the Project:

IV. There are no litigations pending before any court of law or Authority with respect to the said Land, Project or the Apartment;

V. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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 and common areas;

VI. The Promoters has the right to enter into this Agreement and has not committed or omitted to performs any act or things, 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 which will, in any manner, affect the rights Allottee under this Agreement;

VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

IX. At the time of execution of conveyance deed the Promoter shall handover lawful. vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

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, imposition, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been applied for/issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

XII. No notice from the government or any other local body or authority or any legislative enactment, government's ordinance, order, notification 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 defaults, in the following events:

**I.** Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority:

**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 interest.

**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 rate prescribed in the Rules within forty-five (45) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from project or terminate the Agreement, he shall be paid, be the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within forty-five (45) days of it becoming due.

**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 payment for 3 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 prescribed in the Rules;

II. In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior so such termination.

**10. CONVEYANCE OF THE SAID APARTMENT:**

I. The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate

indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

**11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / 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 allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any 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 bought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date 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 TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottee shall have rights unrestricted access of all Common Areas, garages/covered parking and parking space for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or

maintenance agency to enter into the Apartment 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 "**SARSVATI RAMROOP ENCLAVE** ", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted used as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

**15.1** Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or the Building, or the Apartment, 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 and keep the Apartment, 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.

**15.2** 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/faced of the

Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls 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 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.

**15.3** 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 damages arising out of breach of any of the aforesaid conditions.

## 16.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

## 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 disclose, except for as provided in the Act.

## 18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment /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 such

Apartment /flat. The Promoter shall have the right and authority to raise finance, loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the land of the said Project subject to the condition that the said Apartment/flat shall be free from all encumbrances at the time of execution of conveyance deed/sub-lease deed in favour of the Allottee.

**19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):**

Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the PMAA [Please insert the Bihar state Apartment Ownership Act.] The Promoter showing compliance of various laws/regulations as applicable in **Patna Municipal Corporation (PMC).**

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Allottee until, the allottee signs and delivers this Agreement with all the schedules along with the payment 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 Registrar/Sub-Registrar "…….. Office at ……" as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by Allottee in connection therewith including the booking

amount shall returned to the Allottee (without any interest or compensation whatsoever) after adjusting expenses incurred to the Promoter in allotment of Apartment/Flat.

**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 understanding, any other agreement, allotment letter, correspondences, whether written or oral, if any, between the parties in regard to the said apartment, as the case may be.

**22. RIGHT TO AMEND:**

This Agreement only be amended through written consent of the Parties/default of the term hereto.

**23. PROVISIONS OF THIS AGREEMENT APLICABLE ON ALLOTTEE/SUBEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Apartment and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 as per the Payment Plan (Annexure C) including the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter

to exercise such discretion in the case of one Allottee shall not be construed be binding 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 Parties to enforce at any time or for any period of time the provisions here of 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 confirm to Act or the Rules and Regulations made thereunder or the applicable law as the case may be and remaining terms of this agreement shall remain valid and enforceable at the time of execution of this Agreement.

**26. METHOD OF CALCULATION OF PROPORTION 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, area of all the Apartment 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 action, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**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/s, in the Project and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at office of the Registrar/Sub-Registrar, Sub-Registry Office at …….. Hence this Agreement shall be deemed to have been executed at ……

**29. NOTICES:**

That all notices to be served on the Allottee and 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 address specified below:

**(Name & Address of Allottee)**

**Mr. ……,** aged about …… years, **AADHAR- ……, (PAN NO- ……)** son of ……, Resident of - ……, P.S. - ……, P.O.- ……, District - ……, State- ……, is an Indian Citizen, Pin Code - ……, hereinafter called as "**ALLOTTEE"**

**(Name & Address of Promoter)**

**M/s TANISHA HOUSING PRIVATE LIMITED,** A Private Limited Company, registered under Companies Act, 2006 having its registered office at 5, PALMER , BAZAR ROAD KOLKATA W.B. Pin Code - 700015

It shall be 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 Registered Post failing which all communications and

letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**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 on all the Allottees.

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale such apartment, plot or buildings, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for the sale or under the Act or the rules or the regulation made thereunder.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced accordance with the Act and the Rules & Regulations made thereunder including other applicable laws of India for the time of being in force.

**33. DISPUTE RESOLUTION:**

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

**SCHEDULE -A**

Description of the land which developer will construct multi-storied building

All that piece and parcel of land measuring approx.22 decimil more or less, situated at Mauza/Mohalla- Dhanut, Survey Thana- 20 bearing Tauzi bihar sarkar, Khata no. – 205 Survey Plot No. -2486, Thana , Distt- Patna within the jurisdiction of District Registrar/Sub- Registrar of Patna Sadar and Sub-Registrar, Danapur and all sides are having existing boundaries and bounded as follows:

**BOUNDARY OF LAND: -**

**NORTH:- Ramkripal Rai**

**SOUTH:- Ramchandra Rai**

**EAST:- Wakil Rai**

**WEST:- Road**

**(Description of the Property Under this Agreement for Sale)**

**All that unit of ……, Flat Type - ….BHK, Flat no. - ……, on the ……. Floor measuring carpet area of …….. sq.ft. (approx.) and Balcony area ……. Sq.ft. (approx.), Total Admeasuring Super-Buildup area …… Sq.ft.(approx.) with one reserved car parking space in the building known as "SARSVATI RAMROOP ENCLAVE" along with undivided proportionate share in the land, common assets and common area including all amenities, fittings and fixtures, WHICH COMPRISES OF THE FOLLOWING BOUNDARY: -**

**BOUNDARY OF THE FLAT:**

**NORTH –**

**SOUTH –**

**EAST –**

**WEST –**

1. **District Name-**
2. **Circle Office –**
3. **Halka Name –**
4. **Mauza –**
5. **Thana No.-**

## SCHEDULE -B

## (Floor Plan of the Apartment)

**Plan will be enclosed at the time of Agreement.**

## SCHEDULE -C
## (PAYMENT PLAN)

1. at the time of booking- 10%
2. at the time of foundation- 7.5%
3. at the time of tie beam- 7.5%
4. at the time of first roof- 10%
5. at the time of second roof-15%
6. at the time of third roof-15%
8. at the time of brickwork-15%
9. at the time of electrical and plumbing work- 10%
10. at the time of possession-10%

**Advance to be made before the start of activity/milestone.**

You will be intimated for payment 30 days before the start of activity. You have to pay more than 70% as advance within 20 days of intimation of future start of activity/milestone. If you do not pay the advance amount before the start of activity, that particular activity of your particular portion will not be taken up, unless you pay the advance amount and subsequently, the project may get delayed due to your non-payment of advance amount.

## SCHEDUELE "D & E"

**STANDARD SPECIFICATIONS OF " SARSVATI RAMROOP ENCLAVE "**

1. **FOUNDATION: isolated/combined/R.C.C. piling or as per structural design**
2. **STRUCTURAL: R.C.C. framed structure as per design.**
3. **CIVIL WORK: First class brick work in cement mortar as per standard specification.**
4. **FLOORING: All floors will be vitrified tiles except Master Bedroom, in Master Bedroom laminated wooden floor.**
5. **PLASTER: In cement mortar 1:6 on brick surface and 1:6 on R.C.C. Surface.**
6. **DOORS: Main door designer with digital lock and SS fittings (Century/Green or equivalent make). Fittings from Dorma, Godrej or Ozone & Other Bedroom Doors with motion lock and SS fittings (Century/Green or equivalent make).**
7. **WINDOWS: Frames of UPVC Windows with toughened glass.**
8. **TOILETS: Ceramic tile flooring, Ceramic tiles up to ceiling, Door & SS Fitting, Counter Top, ISI maraka Company pan with flushing cistern. Hot & Cold concealed water supply arrangement with C.P. fittings of ISI maraka Company Equivalent**
9. **KITCHEN : Flooring of Anti-skid ceramic tile, polished granite counter top with stainless sink with drain board, Door & SS Fitting. Ceramic tiles up-to 600mm height above counter top.**
10. **ELECTRICAL : Concealed P.V.C. conduit wiring with standard electric accessories, Modular switches of Schneider/Legrand make & adequate light, power points for Air Conditioners, geysers in all bathrooms and kitchen and Telephone points and cable T.V. Sockets.**
11. **PLUMBING: All internal PPR pipers shall be concealed.**
12. **FINISH: All internal walls and ceiling shall be finished with Plaster of Paris/ Wall putty finish. All external walls shall be painted with two coats of Apex Exterior paint. Nine Lifts of adequate passenger capacity of**

**13. LIFT**

**14. WALL FINISHING: All common walls and roofs will be of POP finish.**

**15. JOGGING TRACK: A jogging track along the boundary wall & Sky Walk.**

**16. GREEN SPACE: A Well manicured Roof Top Lawn.**

**19. GENERATOR: A Silent Diesel Generator with sufficient capacity tobe Provided.**

**Note:- The above specifications are subject to such variations, additions, alterations and modifications as may be decided by the developers/architects/landowners/ and in the overall interest of the project.**

**Notes 1:** If certain specifications are improved upon, as per the advice of the Architect/decision of the promoters, then the customer will accept the same for which prior consent of the customer has been agreed upon and consent hereby given.

2. All specifications, sizes and layouts etc., are subject to such variations, additions, and modifications, as decided by the promoters/architects/society or by competent authority.

**IN WITNESS WHEREOF parties hereinabove named have set their respective hand and signed this Agreement for sale at Patna in the presents of attesting witness, signing as such one the they day first above written.**

**SIGNED AND DELIVERED THE WITHIN NAMED:**

**Allotee:**

**Signature:……..**

**Mr. ……,** aged about …… years, **AADHAR-……, (PAN NO-……)** son of ……, Resident of - ……, P.S. -

……., P.O.- ……., District - ……., State-……., is an Indian Citizen, Pin Code - …….

**SIGNED AND DEVELOPMENT BY THE WITHIN NAMED:**

**Promoter:**

**M/s TANISHA HOUSING PRIVATE LIMITED**A Private Limited Company, registered under Companies Act, 2015 having its registered office at 5, PALMER , BAZAR ROAD KOLKATA W.B. Pin Code - 700015

through its Director **SANJAY KUMAR,** aged about 56, **AADHAR**- 8515 8571 0264 son of Shree Rameshwar Prasad, Resident of flat No.401 Surya Enclave Near Nisha Devi Mandir.P.S.Kadamkua P.O Kadamkua, District – Patna, Bihar, Indian Citizen, hereinafter referred to as the **"PROMOTER/VENDOR**"

**Signature:**

AT PATNA on ……. in the presence of

**WITNESSES:**

1. Name :

   Address:

   Signature:

2. Name :

   Address:

   Signature: