ANNEXURE 'A'

[See rule 3]

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this__(Date) day of___(Month), 20___.

By and Between

M/s Lovely Rani Constructions Pvt. Ltd , (CIN no. ***U45200BR2010PTC015880***), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 301, Raj Krishna Apartment, East boring Canal Road, Patna- 800001 (PAN–***AABCL8329H***), represented by its authorized signatory ***Saroj Bala*** (Aadhar No. ***336525856596***) authorized *vide* board resolution dated 18th April 2015 hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

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

[*Please insert details of other allottee(s), in case of more than one allottee*]

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

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 Govemment;

(c) "Rules" means the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act,20l7;

(d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Ac! 2017;

(e) "section" means a section of theAct

WHEREAS:

A. The LandOwner 1. **Sri Surendra Prasad Singh** S/o Late Damodar Prasad Singh is the absolute and lawful owner of Survey Plot No:1119 (Part), Khata No:1799 totally admeasuring 11435 sq.ft situated at Digha & District: Patna *vide* Jamabandi no. 11356.

The LandOwner 2. **Smt.Shilpi Suman** W/o Sri Sanjay Kumar Singh is the absolute and lawful owner of Survey Plot No:1119 (Part), Khata No:1799 totally admeasuring 1450 sq.ft. situated at Digha & District: Patna *vide* Deed No: 19810 Dated 29th July 2010 registered as Serial no. 23197 at the office of the –Registrar, Patna..

The LandOwner 3. **Smt Rajini Singh** W/o Late Prasan Kumar Singh is the absolute and lawful owner of Survey Plot No:1119 (Part), Khata No:1799 totally admeasuring 1584 sq.ft situated at Digha & District: Patna *vide* Deed No:14566 Dated: 22nd May 2010 registered as Serial no: 16843 at the office of the –Registrar, Patna.

The LandOwner 4. **Sri Shivam Kumar** S/o Sri Murlidhar Prasad is the absolute and lawful owner of Survey Plot No:1119 (Part), Khata No:1799 totally admeasuring 1584 sq.ft situated at Digha & District: Patna *vide* Deed No:7892 Dated 04th August 2017 registered as Serial no. 8707 at the office of the -Registrar Patna.

The LandOwner 5. **Sri Shailesh Kumar Singh** S/o Sri Vikramaditya Singh with the consent of Landowner 1. Sri Surendra Prasad Singh ,Landowner 2. Smt.Shilpi Suman & Landowner 3. Smt Rajini Singh is the 15% shareholder of Survey Plot No:1119 (Part), Khata No:1799 totally admeasuring 14469 sq.ft situated at Digha & District: Patna *vide* Deed No: 7992 Dated 05th August 2017 registered as Serial no. 8814 at the office of the -Registrar Patna.

B. The LandOwners and the Promoter/Developer- **M/s Lovely Rani Constructions (P) Ltd** have entered into a Development agreement of Land, Survey Plot No:**1119** (Part), Khata No:**1799** totally admeasuring **16053** sq.ft (1491.92 Sq.Mt) situated at **Digha,** Thana No: **01**, Ward No: **01** & District: **Patna**, *vide* Deed No **7992** dated 05th August 2017 registered as document no. **8814** at the office of the Registrar, Patna;

C. The Said Land is earmarked for the purpose of building a residential project, comprising G+4 multistoried apartment building and Car Parking on Ground Floor and the said project shall be known as "**PEARL AVENUE**";

D. 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;

E. The ***Patna Municipal Corporation*** has granted the commencement certificate to develop the Project *vide* approval dated **_____ 2018** bearing no**. _____**

F. The Promoter has obtained the final layout plan/sanctioned plan,and approvals approvals for the Project and also for the apartment/building from ***Patna Municipal Corporation*** *vide Plan No:* **P/Digha/PRN/G+4/559/2018.** The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Patna on_____2018 under registration No._____

H. The Allottee had applied for an Apartment/Flat in the Project *vide* application no. _____ dated _____ and has been allotted Apartment/Flat no. _____ having carpet area of _____ square feet, type _____, on ____ floor in "**PEARL AVENUE** "along with covered car parking no._____ admeasuring _____ square feet on the ground Floor.

[*Please insert the location of the covered car parking space*], as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment/Flat**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**;

I. 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 Allottee hereby agrees to pay Break-Up- Price on time as mentioned in **Schedule C;**

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

L. 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;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Flat and the covered parking;

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:

1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Flat] as specified in para G

1.2 The Total Price for the [Apartment/Flat] based on the carpet area is Rs._____/- (Rupees _____ only ("**Total Price**") Total Cost Break up for Apartment/Flat no:_____of BHK on ___Floor.

SL.NO.	INCLISIONS	RATE PER SQUARE FEET (CARPET AREA)	AREA	PRICE
1	Apartment/Flat Carpet Area	Rs_____	_____Sq.Ft	Rs_____
2	Apartment/Flat Exclusive Balcony	Rs_____	_____Sq.Ft	Rs_____
3	Covered Parking No:	_____	_____	Rs_____
4	Maintenance Charge	Rs__/Sqft for __ month from the date of completion certificate		Rs-_____
5		Total cost without Taxes		Rs_____
GST @ 12% of Cost				Rs_____
Total Cost with Taxes (in Rupees)				Rs_____

In Words _____Only

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment/Flat;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods & Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Flat:
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
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 within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment/Flat includes recovery of price of land, construction of common areas, internal development charges, external development charges , taxes cost of providing electric connectivity to the apartment, lift, water line and plumbing, paint, marbles, tiles, doors, windows, fire fighting equipment in common areas and parking area as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
Provided that if there is any new imposition or any increase of any development charge 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.

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 @ NIL % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as Provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 The Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Flat as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment/Flat

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the Apartment/Flat includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/Flat along with ____ covered car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

1.12 The Allottee has paid a sum of Rs, _____ (Rupees _____only) as booking amount being part payment towards the Total Price of the Apartment/Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Flat prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of'' **Lovely Rani Constructions Pvt. 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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* 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/ APARTMENT

The Allottee has seen the specifications of the Apartment/Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bihar bylaws Bihar Building By-laws-2014 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/Flat:** The Promoter agrees and understands that timely delivery of possession of the Apartment/Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment/Flat on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Flat ,provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment/Flat, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment/Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

7.3 **Failure of Allottee to take Possession of Apartment/Flat:**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment/Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee –**

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

7.5 **Cancellation by Allottee** –

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

7.6 **Compensation –**

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;[*in case there are any encumbrances on the land provide 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.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/Flat and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/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/Flat to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the Apartment/Flat to the Allottee within the time period specified. For the purpose of this clause, '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 rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment/Flat

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

(i) In case the Allottee fails to make payments for **one** 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 **two** consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment/Flat in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment/Flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment/Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / 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 the allottees. The cost of such maintenance has been included in the Total Price of the Apartment/Flat

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 TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/Flat ,or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Flat and keep the Apartment/Flat ,its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/Flat

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 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 allotment of a Apartment/Flat 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 has been approved by the competent authority(ies) 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/Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Flat

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

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

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 as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment/Flat in case of a transfer, as the said obligations go along with the Apartment/Flat for all intents and purposes.

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/Flat bears to the total carpet area of all the Apartment/Flat 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 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, in **Patna** 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. Hence this Agreement shall be deemed to have been executed at **Patna, Bihar.**

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:_____

PAN Card:_____

Aadhar Card:_____

Promoter/Developer : M/s Lovely Rani Constructions Pvt. Ltd_____

Registered office : 301,Raj Krishna Apartment, East boring Canal Road, Patna-800001,Bihar

Director- Saroj Bala

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 by 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 served 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 for such apartment, Flat or building as the case may be, shall not be construed to limit the righL and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations 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 in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

SCHEDULE 'A'

DESCRIPTION OF LAND

All that piece or parcel of land measuring an area of 16053 Sq.Ft approx. 36.86 Dismil situated at Mauza: Digha, Thana No:01, Ward No:01, Survey Plot No: 1119(Part), Khata No:1799 and under jurisdiction of District Registrar office,Patna and within the limits of Patna Nagar Nigam and bounded as follows:

BOUNDARY OF LAND/APARTMENT

NORTH: Gyan Niketan Girls School

SOUTH: Yamuna Awas Grih Nirman Samitee

EAST: 30 Ft wide Road

WEST: Boundary of Gyan Niketan Girls School

DESCRIPTION OF THE APARTMENT/FLAT

All the Apartment/Flat No:_____ (___B.H.K) on the ___Floor having a Carpet Area of ___ Sq.Ft Approx with One covered Car Parking space No:_____ on Ground Floor in the building Known as " **PEARL AVENUE**" along with undivided proportionate share in the land, common assests and common area including all amenities, fitting and fixtures , situated at Mauza: Digha, Thana No: -01,Ward No:01, Survey Plot No: 1119(Part), Khata No:1799 and under jurisdiction of District Registrar office, Patna and within the limits of Patna Nagar Nigam and bounded as follows:

BOUNDARY OF THE FLAT:

NORTH:

SOUTH:

EAST:

WEST:

BOUNDARY OF THE CAR PARKING:

NORTH:

SOUTH:

EAST:

WEST:

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

- ✓ # Plan enclosed

SCHEDULE 'C' –

PAYMENT PLAN

AT THE TIME OF BOOKING:	15%
AFTER PLINTH WORK:	10%
1st FLOOR CASTING	10%
2nd FLOOR CASTING	10%
3rd FLOOR CASTING	10%
4th FLOOR CASTING	10%
AT TIME OF PLASTER WORK	10%
AT TIME OF ELECTRICAL FITTINGS	5%
AT TIME OF TILES FITTINGS	5%
AT TIME OF SANITARY FITTINGS	10%
AT THE TIME OF REGISTRY	5%

***Advance to be made before the state 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 to your non-payment of advance amount.

SCHEDULE 'D'-

SPECIFICATIONS, AMENITIES, FACILITIES

PROJECT: " PEARL AVENUE"

- ✓ **FOUNDATION:** R.C.C Pile Foundations as per design of structural Engineer
- ✓ **STRUCTURE;** R.C.C Frame Structure
- ✓ **ROOF:** R.C.C
- ✓ **BRICK:** 1st Quality Brick
- ✓ **PLASTER:** Cement Plaster On Both Side Of Brick
- ✓ **DOORS:** Wooden Frame(Sal wood) & Ply wood Door
- ✓ **WINDOWS:** Aluminum/Steel Window with Glass
- ✓ **FLOOR:** Vitrified Tiles / Marbles
- ✓ **KITCHEN:** Green/Black Marbles Working Station, Steel sink
- ✓ **BATHROOM:** 7ft Height Wall Tiles, Indian & Western Commod, Standard Sanitary Fittings
- ✓ **ELECTRICAL FITTINGS:** I.S.I Marked Wires, Cables & Switches
- ✓ **WALL :** Putty Inside wall & weather coated paint outer wall
- ✓ **GENERATOR:** 30KVA Sound proof D.G (400 Watt each Flat)
- ✓ **LIFT:** ISI Marked/Ocean Elevator

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)_____

(2)_____

Please affix photograph and sign across the photograph	Please affix photograph and sign across the photograph

At _____on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____
(Authorized Signatory)

Please affix photograph and sign across the photograph

WITNESSES:

1. Signature _____

   Name _____

   Address _____

2. Signature _____

   Name _____

   Address _____

Note: Attached

- ✓ Development Agreement
- ✓ Sanctioned Map
- ✓ Apartment /Flat Floor Plan