

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. _____) s/o 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 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" means the Regulations made under the Real Estate (Regulation and Development) Act 2017; (e) "section" means a section of the Act

WHEREAS:

- A. The Land owner M/s Lovely Rani Constructions (P) Ltd through its Director (Saroj Bala) has purchased the land measuring 23.125 dismil (7 Kattha, 8 Dhur) Survey Plot No:2494 (Part), Khata No: 1869, tauzi no: 5728 totally admeasuring 10074 sq.ft from Smt. Rampyari Devi w/o Late Suraj Prasad situated at Digha & District: Patna vide Sale Deed No: 11017 Dated 23.12.2020 registered as Serial no. 11770 at the office of the Sub-Registrar office, Patna.
- B. 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 “ **Jayant Residency**”;
- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;
- D. The **Nagar Parishad, Danapur Nizamat** has granted the commencement certificate to develop the Project vide approval dated **06.05.2022**.
- E. The Land owner cum promoter/developer has obtained the final layout plan/sanctioned plan, and approvals for the Project and also for the apartment/building from **Nagar Parishad, Danapur Nizamat** vide Plan No: **100/21-22. Dated: 07.02.2022**.
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Patna on _____ 2022 under registration No. _____
- G. The Allottee had applied for a Flat in the Project vide application no. _____ dated _____ and has been allotted Flat no. _____ having carpet area of _____ square feet, type _____, on _____ floor in “ **Jayant Residency**” along with covered car parking no. _____ on the ground Floor 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 “**Flat**” 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 Allottee hereby agrees to pay Break-Up- Price on time as mentioned in **Schedule C**;

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Flat and the 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:

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

1.2 The Total Price for the [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	Flat Carpet Area	Rs_____	_____Sq.F t	Rs_____
2	Flat Exclusive Balcony	Rs_____	_____Sq.F t	Rs_____
3	Covered Parking No:	Rs_____	_____Sq.F t	Rs_____
4	Maintenance Charge	Rs_____		Rs-_____
5		Total cost without Taxes		Rs_____

GST @ 5% 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 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.

