AGREEMENT FOR SALE

This Agreement for sale is made and executed on this –th day of September 2021.

BETWEEN

ARPAN MEGA STRUCTURE a private limited company (PAN- AANCA8905A having its office at Care of Shri Nityanand Singh, 1st Floor, Ramkrishna Avenue, Rajendra Nagar, Kadamkuan, Patna, Bihar represented by its Director namely **Shri Pankaj Kumar,** (UID No. 7446 8068 5638) hereinafter referred to as the **"PROMOTER"/ "DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

1. Mr. _____

(UID no. _____**), PAN:** _____**. Mob. No. –** _____.

by faith- _____, resident of Street/Road/Lane: Vill_____, P.O. _____, P.S.- ……. , District- _____, State: Bihar -……

hereinafter called the **"ALLOTTEE/(S)"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, representatives, executors, administrators, successors-in-interest and permitted assignees etc.) The Promoter and Allotted shall hereinafter collectively be referred to as the

"Parties" and individually as a **"Party".**

WHEREAS

A. That the LANDOWNERS 1. Shri Arbind Prasad Singh S/O Late Ramanuj Prasad Singh UID No.331693872245, PAN- ANVPS8720P and 2. Shri Anil Kumar Sinha S/O Late Ramanuj Prasad Singh UID No. 331693872245, PAN- AJDPS5279H had purchased all that piece and parcel of land measuring 18 decimal appertaining to Plot No. 856, 859, 860 of Khata No. 371,338, 344, Ward No. 48 of Biharsharif Municipal Corporation situated at Mouza- maghra, Thana- Deepnagar, Thana No.129, Anchal- Biharsharif, Subdivision- Biharsharif, District- Nalanda (BIHAR), through deed numbers (a)1813/1716 dated 22/02/2010, (b) 1900/1799 dated 23/02/2010 (c) 11684/11612 dated 06/07/1971 and therefore the said LANDOWNERS became the absolute Owner in possession of the land admeasuring 18 decimal. (Hereinafter referred to as the **'SAID LAND').**

B. That the LANDOWNERS and the PROMOTER have entered into the Development Agreement registered vide deed no. 14998 dated 31/10/2023 at the office of the District Sub-Registrar, Nalanda for purpose of building a residential multistoried building over the "SAID

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LAND' and The said project shall be known as **"SHRI GANESH ARPAN"** hereinafter referred to as the **'SAID PROJECT'**

C. That the residential building plan of the aforesaid land was sanctioned by BIHARSHARIF MUNICIPAL CORPORATION vide B.P. Case no. 18/2023-24 dated 20/09/2023 (hereinafter referred to as the **"sanctioned plan"**)

D. The BIHARSHARIF MUNICIPAL CORPORATION has granted the commencement certificate to develop the project vide approval bearing number 2409 Dated 20/09/2023.

E. The promoter has obtained the final layout plan approvals for the Project from Biharsharif Municipal Corporation. 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.

F. The Promoter has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Bihar on _____ under registration number _____.

G. **The Allottees had applied for purchase of a Residential Unit in the SAID PROJECT' and has been allotted Residential Unit No..... on ..... Floor having carpet area of 1190 square feet (more or less) in "SHRI GANESH ARPAN" along with one car parking space in the ("SAID PROJECT") by the PROMOTER.**

H. That the Allottee/(s) does hereby confirm and declare that the Allottee has already inspected all the documents, made searches and inspection with respect to the scheduled A and Schedule B properly and thoroughly examined the building plans the specifications of the construction of the "Said Project", the rights and title of the promoter under the Development Agreement and being fully satisfied thereto have entered into this "agreement for sale".

I. The parties have gone through all the terms and conditions set out in this Agreement for sale and understood the mutual rights and obligations detailed herein: The Parties hereby confirm that they are signing this Agreement for Sale with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the "SAID PROJECT".

J. That 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 for sale and all applicable laws, are now willing to enter into this Agreement on the terms and conditions and conditions appearing hereinafter:

K. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees here by agrees to purchase the said Unit.

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:

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1. TERMS:

1.1) Subject to the terms and conditions as detailed in this Agreement for Sale, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the Residential Unit as specified above.

1.2).**The Total Price for the Residential Unit based on the Super Built Up Area is Rs.--------/- (---------- Only) as detailed below –**

Name and Address of the "SAID PROJECT"	"SHRI GANESH ARPAN" Maghra, Thana-Deepnagar, Dist- Nalanda (Bihar).
Residential Unit No.	--------
FLOOR	--------
CARPET AREA	-------Sq.ft.
AMOUNT	----------/-
TAXES (C.G.S.T. @2.5%)	----------/-
TAXES (S.G.S.T. @2.5%)	----------/-
TOTAL AMOUNT	----------/-

Explanation:

(i) The total price above includes the booking amount paid by the Allottees to the promoter towards the said Residential Unit.

(ii) The total price above includes the tax (GST) payable by the Allottees with respect to the said unit provided that in case there is any change /modification in the rate of taxes either existing or as applicable from time to time and if any other tax/ taxes are levied or imposed by the state and/ or Central Government the Subsequent amount payable by the Allottees shall be increased/reduced based on such change/ modification.

(iii) The Promoter shall periodically intimate to the Allottees the amount payable as mention in the payment plan Schedule "C" below and the Allottees shall make such payment within 30 (Thirty) days from the date of issue of such written intimation by the promoter in Addition the promoter shall provide to the Allottees the receipt of such payments made by the Allottees.

(1.3) The aforesaid total Price is escalation-free, save and except increases which the Allottees 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 Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

(1.4) The Allottees shall make timely payment as per the payment plan set out in schedule C (hereinafter referred to as the **"Payment Plan").**

(1.5) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments at the rate as mutually decided between the Promoter and the Allottees 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 revision/withdrawal, once granted to Allottees by the Promoter.

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(1.6) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plan, layout plan with respect of the said Unit or the said building, as the case may be, without the consent of the Allottees. Provided that the Promoter may make such minor additions or alternations as may be required by the Allottees, or such minor changes or alternations as may be per the provisions of the Act.

(1.7) The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the completion certificate/occupancy) certificate (as the case may be) is granted by the competent authority, by furnishing details of the change, 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 Allottees within forty-five days with annual interest 9% P.A. form the date when such an excess amount was paid by the Allottees, if there is any increase in the carpet area allotted to Allottees, the Promoter shall demand the additional amount with annual interest @ 9 % P.A. from the Allottees. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

(1.8) Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the residential unit as mentioned below:

(I) The allotted shall have exclusive ownership of the Residential Unit as mentioned in schedule B and car parking space shall be provided to the Allottees of the said residential unit only for the purpose of car parking only.

(ii) The Allottees shall also have right of easement in the common Areas. The Allottees shall use the common area along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them further, the right of the

Allottees to common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

(iii) That the computation of that the computation of the price of the Residential unit includes standard features/ specifications as mentioned the Schedule D below to be provided by the promoter with respect to the said Unit.

(1.9) it is made clear by the Promoter and the Allottees agrees that the said Residential Unit shall be treated as a single indivisible Unit for all purposes. It is clarified that the 'Said Project's' facilities and amenities as per building plan sanctioned by BIHARSHARIF Municipal Corporation Biharsharif) shall be available only for use and enjoyment of the Allottees of the Project.

(1.10) The Promoter agrees to pay the outgoings before transferring the physical possession of the Residential Unit to the Allottees, which it has collected from the Allottees, with respect to municipal taxes, water taxes (if any). If the Promoter fails to pay the said outgoings collected from the Allottees before transferring the said Unit 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 said authority.

(1.11) **The Allottees has paid the sum of Rs.**----------(----------Only) as booking amount through Cheque No.----------of----------Bank / or through online payment Reference No.-------- …… being part payment towards the purchase of the Residential Unit as described in the Schedule B below, the receipt of which the promoter hereby acknowledges (subject to realization of Cheque/ D.D.) and the Allottees hereby agrees to pay the

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remaining price of the Unit as described in the 'Payment Plan' mentioned in the Schedule C below to the in the schedule time as specified therein. Provided that if the Allottees delays in making towards any amount which is payable to the Promoter, he shall be liable to pay interest thereupon@9% P.A.

2. MODE OF PAYMENT

The Allottees shall make all payments, within the stipulated time as mentioned in the 'Payment Plan' of Schedule C Below through A/c Payee cheque/demand draft or online payment etc. (as applicable) in favor of "ARPAN MEGA STRUCTURES PVT. LTD", Payable at Biharsharif.

3. COMPLIANCE OF LAWSRELATING TO REMITTANCES

3.1 The Allottees 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 regulation made there under or any statutory amendment modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition /sale/ transfer of thereof 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 Banka of India or any other applicable law the Allottees understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India he shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The promoter accepts no responsibility in this agreed. The Allottees shall keep the promoter fully indemnified and harmless in this regard.

3.2 Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be sole responsibility of the Allottees 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 Allottees and such third party shall not ha\e an\ right in the application allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottees only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottees authorizes the Promoter to adjust/appropriate all payments made by him under any head (s) of dues against lawful outstanding in his name as the Promoter may in its sole discretion deem fit and proper and the Allottees 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 Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the Residential unit to the Allottees. Similarly, the Allottees shall make timely payments of the installment as mentioned in Schedule C below ("Payment Plan") and other dues payable by him to the Promoter and meeting the other obligations under this Agreement for sale.

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6. CONSTRUCTION OF THE PROJECT OR UNIT

The Allottees has checked the standard features and specifications of the Residential Unit as mentioned in the Schedule D below, the Payment Plan as mentioned in the Schedule C below. Floor Plan (annexed along with this Agreement for sale) and after being fully satisfied with respects thereto have accepted the same. The Promoter shall develop the project in Accordance with sanctioned building plan approved by the Biharsharif Municipal Corporation, Biharsharif and Shall make any variations alternations modifications in such plans, in the manner as provided under the Act.

7. POSSESSION OF THE UNIT

7.1 **Schedule for possession of the said UNIT-** The Promoter agrees and understands that timely delivery of possession of the said Unit is the essence of the Agreement. The promoter assures to hand over possession of the said Unit as mentioned in the Schedule B below on or before 23/09/2026 unless there is delay or failure due to Force Majeure conditions such as war. Flood, Drought, fire, cyclone, earthquake etc. or an) other calamity caused by nature or otherwise affecting the regular development of the "Said Project" If however, the completion of the project is delayed due to the Force Majeure conditions then the Allottees agrees that the promoter shall be entitled to the extension of such time for delivery of possession of the said unit.

7.2. **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate or occupancy certificate (as the case may be) from the competent authority shall offer in writing to receive the possession of the Residential Unit as mentioned in the schedule B below to the Allottees in terms of this agreement for sale subject of the payment of the total price of the said unit as per payment plan mentioned in the Schedule C below including the amount of interest (if any) to the promoter by the Allotees and also payment of any other taxes, Charges etc. as applicable by the Allottees and the ALLOTTEES shall receive the possession of the said unit with 3 (three month) form the date of issue of such letter/notice by the PROMOTER. The Allottees agree (s) to pay the maintenance charges to the promoter as determined by the promoter from the date of issue of the completion certificate or occupancy certificate (as the case may be) from the competent authority to the date of handover of the maintenance of the 'Said Project' to the association of Allottees.

7.3 **Failure of Allottees to take Possession of the UNIT** - Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottees shall take possession of the said unit form Promoter by executing necessary indemnities, undertaking and such other documentation as applicable. In case the Allottees fails to take possession within the time provided in clause 7.2, the Promoter shall not be liable for the same and the Allottees shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottees-** After obtaining the completion certificate or occupancy certificate (as the case may be) and handing over physical possession of the respective unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents 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 of Allotment-** If the Allottees proposes to cancel/withdraw from the said unit of the 'Said Project' without any fault of the Promoter, then the Promoter herein is entitled at its sole discretion to forfeit the entire booking amount paid by the Allottees as mentioned in the schedule C below and return the balance amount of money paid by the Allottees and this Agreement for sale shall stand terminated in that case.

7.6 **Compensation** - Except for the occurrence of Force Majeure Event. If the promoter fails to complete or is unable to give possession of the said unit by the date specified herein in accordance

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with the terms of this agreement for sale, then the promoter shall be liable to pay to the Allottees interest @ 9% P.A. till the handing over the possession of the said unit to the Allottees subject to clause 7.2 and 7.3 above.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTER:

The promoter hereby represents and warrants to the Allottees as follows.

(i) That the land mentioned in the schedule A below has absolute, clear and marketable title, the promoter have requisite rights to carry out development upon the said land and have absolute, actual, physical and legal possession of the said land.

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the 'Said Project'.

(iii) There are no encumbrances upon the said land.

(iv) All approvals, license and permits issued by the competent authorities with respect to the "Said Project" have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be incompliance with all applicable laws in relation to the 'Said Project'

(v) The promoter has the right to enter into this agreement for sale with the Allottees.

(vi) The promoter has not entered into any agreement for sale or any other agreement with any person or party with respect to the said unit which will, in any manner, affect the rights of Allottees under this agreement for sale.

(vii) The promoter confirms that the promoter is not restricted in any manner, whatsoever from selling the said unit to the Allottees in the manner contemplated in this Agreement for sale.

(viii) That the promoter shall execute the conveyance deed in favor of the Allottees subject to clause 10 of this agreement for sale and shall handover lawful, vacant, peaceful, physical possession of the said unit to the Allotees subject to clause 7.2 of this agreement for sale.

(ix) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or minor has any right, title and claim over the schedule property.

(x) The promoter has duly paid the due till date with respect to the 'Said Project" to the competent Authorities.

(xi) No notice from the Government authority for acquisition or requisition of the said land has been received by the promoter.

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 possession of the unit to Allotees within the time period specified in clause 7.1 of this agreement for sale subject payment of the total price of the said unit by the Allotees to the promoter including the amount of interest (if any) and also subject to clause 7.2 and 7.3

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(ii) Discontinuance the Promoter's business as a developer.

9.2 In case of Default by Promoter under the conditions listed above. Allottees is entitled to the following:

(I) stop making further payments to Promoter as demanded by the promoter. If the Allottees stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest; or

(ii) The Allottees shall have the option of terminating this Agreement for sale by mutual written consent of both the parties and then the Promoter shall be liable to refund the entire money paid by the Allottees. Provided that where Allottees does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest @ 9% P.A. till the handing over the possession of the said Unit to the Allottees.

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

(i) In case the Allottees fails to make payments even after two consecutive demands made by the promoter as per the Payment Plan mentioned in the Schedule C below, despite having been issued notice in that regard by the promoter, the Allottees shall be liable to pay interest to the unpaid amount @9% P.A. for the period of delay.

(ii) In case of Default by the Allottees under the condition listed above continues for a period of one month from the date of issue of notice by the promoter in this regard, then the promoter shall cancel the allotment of the said unit as mentioned in the Schedule B below and refund the amount paid to them by the ALLOTTEE AFTER deduction the booking amount as mentioned in the Schedule C Below and this agreement shall ipso facto stand terminated in that Case.

10. CONVEYANCES OF THE SAID UNIT

The promoter, after receipt of the complete amount of the price of the said unit under this agreement for sale including the amount of interest (if any) and taxes, penalties etc. either existing or as applicable from time to time from the Allottees, shall execute a conveyance deed and convey the title of the said unit in favor of the Allottees together with proportionate undivided share in land after issuance of the completion certificate or occupancy certificate (as the case may be) with respect to the said project. However in case the Allottees fails to deposit the stamp duty, registration charge and all other incidental and legal expenses etc. as demanded by the promoter within the period mentioned in the demand letter issued by the promoter, the Allottees authorizes and promoter to withhold registration of the conveyance deed in his favor till full and final settlement of all dues and stamp duty and registration charges to the promoter is made by the Allottees. The Allottees shall be solely responsible and liable for compliance of the permissions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties purposed by the competent authority (yes).

11. MAINTENANCE OF THE SAID BUILDING OR UNIT OR PROJECT

The promoter shall be responsible to provide and maintain essential services in the 'Said Project" till the taking over the maintenance of the project by the Association of the Allottees. That the amount of the said maintenance charges to the promoter form the date of issue of completion certificate or occupancy certificate (as the case may be) by the competent authority with respect to the said project till the taking over the maintenance of the project by the

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Association of the Allottees. That the Allottees shall pay the maintenance charges to the promoter in addition to the total price of the said unit as mentioned in the Schedule C below.

12. DEFECT LIABILITY

It is agreed that in case of any structural defect of the said Unit is brought to the notice of the Promoter within a period of 5(Five) years by the Allottees form the date of handing over possession, it shall be the duty of the promoter to rectify such defect without further charge, within 30 (Thirty) days from the date of receipt of such written request by the ALLOTTEES subject to compliance of clause 16 by the Allottees.

1.3. RIGHT OF ALLOTTEES TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottees hereby agrees to purchase the said I nit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined by the Promoter Association of Allottees the maintenance agency (as the case may be) and performance by the Allottees of all their obligations in respect of the terms editions specified by them from time to time.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

The promoter or maintenance agency or association shall have rights of unrestricted access of all common area and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the promoter/ Association of Allottees and/or maintenance agency to enter into the said Unit or any part thereof, alter due notice and during normal working hours unless this circumstances warrant otherwise, with a view to set right any detect.

15. USAGE

Use of Basement and Service areas: The basement and service areas, if any, as located within the "**SHRI GANESH ARPAN**" shall be earmarked for purposes such as parking spaces and services including but not limited to transformer, DG Set, water tanks, fire fighting pumps etc. and other permitted uses as per sanctioned plan. The Allottees shall not be permitted to use the service areas and the basement in any manner whatsoever, other than those earmarked as his parking space (If any), and the same shall be reserved for use by the Association of Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

The Allottees shall, after taking possession of the said unit, be solely responsible to maintain the said unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors. Circulation areas or the compound which may be in violation of an) laws or rules of any laws or rules of any authority or Change or alter or make additions to the Unit and keep the Unit, its walls

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and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and table repair and maintain the same in a fit and proper condition and ensure that the support. Shelter etc. of the Building is not in any way damaged or jeopardized. The Allottees further undertakes, assures and guarantees that he would not put any sign-board name- plate, neon light publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project building therein or Common Areas. The Allottees shall also not change the color 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 Allottees shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall, including the outer and load bearing wall of the Unit. The Allottees 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 Allottees shall he responsible for am loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY ALLOTTEES

The Allottees is entering into this Agreement for Sale for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notification applicable to the "Said Project' in general and this project in particular. That the Allottees hereby undertakes that after he has taken over possession of the said Unit for occupation and use, he shall comply with and carry out, from time to time, all the requirement, requisitions, demands and repairs etc. which are required by any competent Authority or otherwise in respect of the said Unit/ Building at his own cost.

18. ADDITIONAL CONSTRUCTIONS

The promoter undertake that it has no right to make any additional permanent structure (s) anywhere in the Project after the building plan has been approved by the competent authority except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the promoter executes this Agreement for Sale he shall not mortgage or create a charge on the said Unit and if any such mortgage of 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 Allottees who has taken or agreed to take such unit.

20. THE BIHAR APARTMENT OWNERSHIP ACT, 2006

That the 'Said Project" is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006.

21. BINDING EFFECT

Forwarding this Agreement for sale to the Allottees by the promoter does not create a binding obligation on the part of the promoter or the Allottees until, the Allottees signs and deliver this agreement for sale with all the schedules C below within thirty days from the date of receipt by the Allottees.

If the Allottees fails to execute and deliver to the Promoter this Agreement for sale within thirty days from the date of its receipt by the Allottees then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within thirty days from the date of issue of the said notice, application of the Allottees shall he treated as cancelled and the amount paid by the Allottees (if any) in connection therewith including the hooking amount shall be returned without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings any other

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agreements, allotment letter, correspondences, arrangements whether written or oral, it any between the Parties in regard to the said Unit/ Building as the case may be.

23. RIGHT TO AMEND

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

24. PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEES OR 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 "Said Project" shall equally be applicable to and enforceable against any subsequent Allottees of the said Unit as the said obligations go along with the unit, for all intents and purposes. The Allottees does hereby undertake he shall not mention in the Schedule B below to any other person till the Deed of Conveyance is executed in his favor by the Promoter.

25. WAIVER NOT LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this agreement for sale. Waive the breach by the Allottees in not making payment as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees shall not be construed to be precedent and/or binding on the promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter 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 provision or of the right hereafter to enforce each and every provisions.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT FOR SALE

Wherever, in this Agreement for sale it is stipulated that the Allottees has to make any payment, in common with other Allottees, in the 'Said Project'. The same shall be in proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the 'Said 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 provision of this Agreement for sale 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 for sale shall be complete only upon its execution by the Promoter (through its authorized signatory) and the Allottees at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottees.

For Megastructures Pvt. Ltd.

Director

29. Notices

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement for sale shall be demand to have been dully served if sent to the Allottees or the Promoter by Registered Post at their respective address specified below:

Name of Allottees :-

1. Mr.----------son of Mr. ----------

(UID no. ----------),PAN:----------

Name of Promoter:-

ARPAN MEGA STRUCTURE Pvt.Ltd.
Address of Promoter: **Care of Shri Nityanand Singh, 1st Floor, Ramkrishna Avenue, Rajendra Nagar, Kadamkuan, Patna, Bihar**

It shall be the duty of the Allottees and the promoter to inform each other of any change in their address subsequent to the execution of this Agreement for sale 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 Allottees as the case may be.

30. JOINT ALLOTTEESS

That in case there are joint Allottees, all communications shall be sent by the promoter to the Allottees whose name appears first and at the address given above by them shall for all intents and purpose considered as properly served on all the Allottees.

31. GOVERNING LAW

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

32. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement for sale, including the interpretation and validity of the terms thereof and the respective rights and obligation of the Parties, shall be settled amicably by mutual discussion of both the parties, failing which the same shall be settled through the adjudicating officer appointed under the Bihar Real Estate (Regulation and Development) Act 2017.

Arpan Megastructures Pvt. Ltd.
Director

IN WITNESS WHERE OF the parties herein above have put their respective hands and signed this Agreement for sale at Biharsharif in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEES:-

1 Mr.----------

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

1. Pankaj Kumar

Arpan Megastructures Pvt. Ltd.

Director

WITNESSES:

1. Signature _____Name_____ Address _____

2. Signature _____Name_____ Address _____

Arpan Megastructures Pvt. Ltd.

Director

SCHEDULE "A"

All that piece and parcel of the land total measuring area of 18 Decimals in which (i) 8.5 Decimal in Plot No.- 856 under Khata No.– 371; (ii) 8.00 Decimal in Plot No.- 859 under Kahta No.- 338 and (iii) 1.5 Decimal in Plot No.- 860 under Khata No. – 344, Corresponding to Municipal Holding No. – 518 in Ward No.- 48 of Biharsharif Municipal Corporation, Biharsharif, situated at Mauza – Maghra, P.S – Deepnagar, Thana No – 129, District – Nalanda, State- Bihar, within the jurisdiction of District Registrar, Biharsharif and District Sub Registrar, Biharsharif, which bounded and butted as follows-

North – Plot No. – 859 and Bihar Ekangar Road

South – Plot No.- 856 and (belonging to Surendra Prasad Singh and Siya Sharan Singh)

East – Plot No.- 860/part and (belonging to Ramji Singh and Krishan Prasad Singh/ Binay Singh)

West – Plot No.- 861 and 860 and(belonging to Shyam Prasad Singh)

SCHEDULE "B"

All that ------Sqft. of the carpet area (more or less), being Residential Unit numbered as Flat No. -------- of ---------- Floor in the Residential building known as **"SHRI GANESH ARPAN"** standing on and over portion Plot No. 856, 859 and 860, situated at Mauza- Maghra, P.S – Deepnagar, Thana No- 129, District – Nalanda, State- Bihar, butted and bounded as follows:

NORTH : ----------.

SOUTH : ----------.

EAST :----------.

WEST :----------.

For more clarification, the unit has been delineated in the map annexed hereto and shown in RED wash, forming part of these presents.

an Megastructures Pvt. Ltd.

Director

SCHEDULE "C"

TOTAL PRICE OF RESIDENTIAL UNIT No. ------ on the ------- floor is Rs.00,00,000/- Rupees ---------
----------Only)

Installment no.	% payment of Total Price	Installment amount	G.S.T. @5% on Installment amount	Total Installment Amount	Payment Time Schedule
1.	10%				at the time of booking
2.	10%				at first roof slab casting
3.	10%				at second roof slab casting
4.	10%				at third roof slab casting
5.	10%				at forth roof slab casting
6.	10%				at fifth roof slab casting
7.	10%				at the completion of brick work of the respective unit
8.	10%				at the completion of internal plaster of the respective unit
9.	10%				at the completion of flooring of the respective unit
10.	05%				at the completion of finishing work of the respective unit
11.	05%				Before Handing over possession of the respective unit along with previous dues if any
	Total				

Arpan Megastructures Pvt. Ltd.
Director

SCHEDULE "D"

Standard features / Specification of the Residential Unit No. ——— on the ——Floor of the Said Project'

Structure	R.C.C. Frame Structure
Walls	Brick masonry in cement mortar with CM Plaster
Wall Finish	Internal walls with plaster of Paris and all external walls will be cement wash over cement mortar plaster.
Doors	Commercial Flush Doors.
Windows & Ventilators	Aluminum sliding louvered.
Flooring	Vitrified floor tiles.
Toilets	Non- Skid ceramic Floor tiles and colored Glazed Tiles dado up to 6' height
Kitchen	Marble flooring with colored glazed tiles dado up to 2' height above worktable top. Granite over worktable top.
Sanitary	Standard sanitary ware of white glazed type with CP fittings.
Water supply	Through deep bore well to O.H Tank.
Electrical	Concealed wiring.

For Megastructures Pvt. Ltd.

Director

SCHEDULE 'E'

SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

Value Additions:

- Provision for Cable point and Telephone point
- Name Plate Directory at Main Entrance
- Flat no. on each flat
- Fie Fighting system as per norm
- 24 Hrs. Water Supply through Deep Borewell
- Branded Silent DG Set for Power Back Up
- Branded Passenger Lift of ISI Mark
- Power Back Up for Lift, Water Pump, Common Areas and each flat upto 500 Watts
- Intercom connectivity

IN WITNESS WHERE OF parties here in above named have set their respective hands and signed this Agreement for Sale at Biharsharif/Patna in presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED: Allottee

Signature.....
Name:.....
Address:.....
In state of Bihar

SIGNED AND DELIVERED BY THE WITHIN NAMED: Promoter

Signature:.....
ARPAN MEGASTRUCTURES PRIVATE LIMITED
Name: Pankaj Kumar
Address: B54B, Rajendra Nagar, Ram Krishna Avenue,
District- Patna-800016.
At Patna on .....2024 in presence of

WITNESSES:

1. Signature.....
   Name.....
   S/O .....
   Address.....
   .....

2. Signature.....
   Name.....
   S/O .....
   Address.....
   .....