

Affix Color  
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Allottee/First  
Allottee With  
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Affix Color  
photograph of the  
authorized  
Signatory of  
Promoter  
With signature  
across the  
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### AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**") is executed on this ..... day of ..... 20\_\_ and ..... At .....

### **BY AND BETWEEN**

**Ms Brand Marketeers (a sole Proprietorship Firm) Through Mr. Sajid Husain Siddiqui as PROPRIETOR**, having its principle place of business at – **TF 13-14- 3<sup>rd</sup> floor, Vinayak Triveni Towers, P. D. Tondon Road, Prayagraj** and its PAN is **AWGPS4610L** represented through its Proprietor

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm

Allottee

**BRAND MARKETEERS**

Proprietor

Through POA Mr. Sajid Husain Siddiqui.

(Aadhar No. \_\_\_\_\_), hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the survivor and their heirs, executors and administrators of the last surviving partner and his/her/their assigns.)

AND

Mr./Mrs./Ms. ....son/daughter/wife of  
Mr. ....Aged .....years, R/o .....  
..... (Aadhar No. ....) (PAN .....) (hereinafter  
singly/ jointly, as the case may be, referred to as the "Allottee(s)", which  
expression shall, unless repugnant to the context or meaning thereof be deemed  
to mean and include their legal successor(s), administrators, executors  
successors & permitted assignees) of the OTHER PART

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

#### INTERPRETATIONS/ DEFINITIONS:

In this Agreement, the following expressions unless repugnant to the context  
shall have the meaning assigned thereto –

- a. "Act" means the Real Estate (Regulation and Development) Act, 2016;
- b. "Applicable Laws" shall mean all Acts, Rules and Regulations in force  
and in effect as of the date hereof as applicable in the State of Uttar -  
Pradesh or any other Act/Rules which may be promulgated or brought  
into force and effect hereinafter including notifications, ordinances,  
policies, laws or orders or official directive of any Central/State  
Government or of any Statutory Authority in Uttar - Pradesh, as may be  
in force and effect during the subsistence of this Agreement applicable to  
the development / construction/ sale of the Project.
- c. "Authority" shall mean Uttar Pradesh Real Estate Regulatory Authority.

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- d. **"Government"** shall mean the Government of Uttar – Pradesh.
- e. **"Landowner"** shall mean legal and lawful owner of the scheduled land i.e. \_\_\_\_\_ (PAN: - AAPPA0630D).
- f. **"Approved Plans"** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by Prayagraj Development Authority and approval no: - Group Housing/03143/PDA/BP/22-23/0956/21122023 dated 03/05/2024, in full including any variations therein which may subsequently be made by the Promoter in accordance with Applicable Laws.
- g. **"Regulation"** means the Regulation made under the Real Estate (Regulation and Development) Act, 2016 as amended from time to time.
- h. **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- i. **"Schedule"** means the Schedule attached to this Agreement.
- j. **"Section"** means the section(s) of the Act.

#### WHEREAS

- A. The Mr. Ratan Kumar Agrawal S/o Sri Lal Ji Agrawal, R/o 4/59, Agrawal Tola Jhansi, Jhansi, Allahbad now Prayagraj ( hereinafter referred as 'Landowner'), is in absolute and lawful owner of the land [Plot No.] 2407, 2408, 2409, 2411, 2412 and 56 Kha/3 With a total area admeasuring of 3570.77 square meters situated at Plot No. 2407, area – 1022.55 Square meter, Plot No. 2408, area – 249.99 square meters; Plot No. 2411, area – 217.25 square meters; Plot No. 2412, area – 511.50 square meter; Plot No 2409, area – 1401.48 square meter: all Plots situated in village - Sherdeeh, Tehsil – Phulpur, District Prayagraj; and Plot No. and Plot No. 56 kha/3, area – 168 Square meters, situated n Village – Rahimpur, Tehsil – Phulpur, District - Prayagraj ("Said

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Land"). (Hereinafter referred to as 'Land' and more fully described in the Schedule-A).

The landowner has given full authority with Power of Attorney to the Ms Brand Marketeers, a Sole Proprietor Firm through its Proprietor Mr. Sajid Husain Siddiqui S/o Mr. Sadiquw Husain Siddiqui, R/o 976/89/30, Muir Road, Prayagraj (hereinafter referred as Promoter/Seller), to construct Buildings/Apartments through the Builder Agreement dated 08/05/2024 And E-stamped as certificate no. IN-UP45686450297484W, registered in the office of sub-Registrar Phulpur, Prayagraj, in book NO. 1, Volume 10409 at pages 303 to 304 as documents No. 5423 on dated 09/05/2023.

Provided that the Builder's Agreement has been attached as Schedule F.

- B. The said land is earmarked for the purpose of (BMRR) Tridhara project, comprising **94 multistoried apartments buildings with 1 community hall** and common area and facilities, amenities and the said project shall be known as BMRR Tridhara' ("Project")
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The Prayagraj Development Authority has granted the commencement certificate to develop the Project vide its approval number. **Group Housing/03143/PDA/BP/22-23/0956/21122023 dated 03/05/2024.**
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment, plot or building, as the case may be, from Prayagraj Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Project has been registered with the Uttar – Pradesh Real Estate Regulatory Authority on \_\_\_\_\_ (date) and the Project (BMRR)

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**Tridhara**, Registration Certificate No. is \_\_\_\_\_. This registration is valid for a period of approx. 5 Years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.up-rera.in) of the Authority.

- G. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment No. \_\_\_\_\_ having carpet area of 3570.77 square meters (square feet), type \_\_\_\_\_ on \_\_\_\_\_ floor in [tower/block/building] No. \_\_\_\_\_ ("Building") along with garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters in the \_\_\_\_\_ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016."

And deed of declaration submitted before the concerned authority (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B.);

- GG. The Allottee has been allocated slot no. \_\_\_\_\_. In the open parking area free of cost to be ratified by resident Welfare Association.
- 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. \_\_\_\_\_ [Please enter any additional disclosures/details].
- J. The Parties hereby confirm that they are signing this Agreement with

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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/Plot] and the garage/covered parking Cif applicable) as specified in Para G.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY: -**

**1. TERMS**

1.1. Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment / as specified in para 'G'

(i) Both the Parties confirm that they have read and understood the provision of section – 14 of the Act.

1.2. The Total Price for the Apartment based on the carpet area is Rs. ..../- (in words Rupees..... only) ("Total Price") (Give break-up and description) is more particularly described in Schedule C.

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**Explanation:**

- (i) The Total Price above includes the booking amounts as mentioned in **Schedule C** paid by the allottee to the Promoter towards the Apartment
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) 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 schedule 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, and including extended time period, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Schedule C** and be paid in the manner provided in **Schedule C** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

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(iv) The Total Price of unit includes price of land, construction of, not only the Unit but also, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity, water line and plumbing, finishing with paint, marbles, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.

1.3. The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes 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(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said 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(s).

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 instalments payable by the Allottee(s) by discounting such early payments @ \_\_\_\_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any

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revision/withdrawal, once granted to an Allottee(s) by the Promoter.

- 1.6. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), 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(s) after the construction of the Building is complete, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the allottee. If there is any increase in the Carpet Area of the Unit, which is not more than three percent of the carpet area of the Apartment allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of at the same rate per sq. mtr. /feet of Carpet Area as mutually agreed in para 1.2 of this agreement by the parties at the time of agreement.

- 1.8. Subject to the terms No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;

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- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the Competent development authority as provided in the Act;
- (iii) That the computation of the price of the Apartment/ includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment/ along with covered parking (if any) 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 Allottee(s) of the Project.

1.10. The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the

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Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (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/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11. The Allottee has paid booking amount being part payment towards the Total Price of the Apartment 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 as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

## 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, within the stipulated time as mentioned in the payment plan through account payee cheque/ demand draft/ banker's cheque or online payment (as

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applicable) in favor of \_\_\_\_\_ payable  
at \_\_\_\_\_.

The receipt would be valid only after realization of the said cheque/  
bank draft and effect of credit in the account of the Promoter.

**3. COMPLIANCE OF LAWS, NOTIFICATION ETC BY PARTIES:**

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 FEMA or statutory enactments or amendments thereof and the Rules and Regulation 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 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters 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 Allottee

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and such third party shall not have any right in the application/allotment of the said Apartment/ apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4 **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Apartment/, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her payments in any manner.

5 **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case maybe.

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:**

The Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan, and the specification, amenities and facilities annexed along with this Agreement which has been approved by the Prayagraj development authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent development authority and shall also

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strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7 **POSSESSION OF THE APARTMENT:**

7.1. **Schedule for possession of the said Apartment(s):** – The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place 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/Plot]:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

- 7.2. Procedure for taking possession:** - The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable):

[Provided that, in the absence of Applicable Law the conveyance deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3. Failure of Allottee to take possession of Apartment:** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the Allottee. In case the Allottee fails to take possession within the

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time provided in para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area (in case of apartment) and at the rate of Rs. 1/- per month per SQ. ft. per month of plot area (in case of plot) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2.

- 7.4. Possession of the Allottee-** After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law:

[Provided that, in the absence of any Applicable Law the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)].

- 7.5. Cancellation by Allottee:** - The Allottee(s) shall have the right to cancel/withdraw his/her 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 promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on reallocation of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment /

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plot and also display this information on the official website of UP RERA on the date of re-allotment.

- 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 the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (i) 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/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the apartment which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

## 8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warranties to the Allottee(s) as follows:

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm

Allottee

BRAND MARKETEERS

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Proprietor

Through POA Mr. Sajid Husain Siddiqui.



- (i) The Promoter has absolute, clear and marketable title with respect to the project Land through development agreement and power of attorney and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Prayagraj development authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the project Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the Prayagraj development authorities/competent authorities with respect to the Project, Project Land and Unit 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, Unit 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(s) 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 except the development agreement dated 08/05/2024 & Power of Attorney dated 08/05/2024 hereinabove including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm

Allottee

Through POA Mr. Sajid Husain Siddiqui.

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Proprietor

- (viii) The Promoter confirms with reference to aforementioned development agreement and POA that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) 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 Unit to the Allottee(s) and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters 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 authority till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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, namely: -

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm

Allottee

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Proprietor

Through POA Mr. Sajid Husain Siddiqui.

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his/her registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following: -

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any 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 equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under 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,

Developer

For Ms Brand Marketeers,  
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Allottee

Through POA Mr. Sajid Husain Siddiqui.

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interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) 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 2 (two) - 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 equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favor of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit; Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### 10 CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the completion certificate, as the case may be, to the Allottee:

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm

Allottee

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Proprietor

Through POA Mr. Sajid Husain Siddiqui.

Provided that, in absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of completion certificate.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

**11 MAINTENANCE OF THE SAID APARTMENT/ PROJECT**

The Promoter maintenance project. The Total However, shall be responsible to Provide and maintain essential services in the Project till the taking over of the Project by the association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in Price of the [Apartment/Plot].

However, if the Association of Allottees is not formed within 1 year of completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed

**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 this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm

Allottee

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*hanjeet*  
Proprietor

Through POA Mr. Sajid Husain Siddiqui.



**13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14 USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the **Tirdhara Project**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments 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(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable condition and repair and maintain the same in a fit and proper condition and ensure that the

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a Sole Proprietor Firm

Through POA Mr. Sajid Husain Siddiqui.

Allottee



support, shelter etc. of the Building is not in any way damaged or jeopardized.

**15.2** The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/ or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.

**15.3** The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of the said Apartment(s) 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 anywhere in the Project after the project plan, layout plans, sanction plan and specifications, amenities and facilities has been approved by the Competent development authorities and

Developer

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Proprietor

For Ms Brand Marketeers,

a Sole Proprietor Firm

Through POA Mr. Sajid Husain Siddiqui.

Allottee

disclosed, except for as provided in the Act and as mentioned in this agreement for future construction and development.

**18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement they shall not mortgage or create a charge on the said Apartment 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(s) who has taken or agreed to take such Apartment(s).

**19 U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010.**

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

**20 BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar

(address of 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,

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm

Allottee

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Proprietor



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 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 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**24 WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 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 [Schedule C] 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.

Developer

For Ms Brand Marketeers,

Allottee

a Sole Proprietor Firm

Through POA Mr. Sajid Hussain Siddiqui,

BRAND MARKETEERS

Proprietor



23.2 Failure on part of the Parties 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.

**24 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**25 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the Carpet area of the Apartment bears to the total Carpet area of all the Apartments in the Project.

**26 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.

**27 PLACE OF EXECUTION:**

Developer

BRAND MARKETTEERS

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Proprietor

For Ms Brand Marketeers,

a Sole Proprietor Firm

Through POA Mr. Sajid Husain Siddiqui.

Allottee

The execution of this Agreement shall be completed 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 **Prayagrah, (Uttar-Pradesh)** after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at **Prayagraj, Uttar-Pradesh**. Hence this Agreement shall be deemed to have been executed at **Prayagraj, (Uttar-Pradesh)**.

28

#### NOTICES:

All the notices, letters, demand letter etc. 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 or by email specified below:

Promoter Name- Ms. Brand Marketeers through its Sole Proprieter Mr. Sajid Husain Siddiqui	Allottee(s) name-
Address:  TF 13,14 – 3rd Floor, Vinayak Triveni Towers, P.D. Tandon Road, Prayagraj	Address and Email I'd: -

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address/Email by registered post failing which all communications and letters posted at the above addresses shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

Developer

For Ms Brand Marketeers,

Allottee

a Sole Proprietor Firm

Through POA Mr. Sajid Husain Siddiqui.

BRAND MARKETEERS

Proprietor

**29 JOINT ALLOTTEE:**

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 Allottee(s).

**30 SAVING**

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

**31 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 Act, rules and regulations made there under including other applicable laws of India for the time being in force.

**32 DISPUTE RESOLUTION:**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

**33 DISCLOSURE:**

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the

Developer

For Ms Brand Marketeers,

Allottee

a Sole Proprietor Firm

Through POA Mr. Sajid Husain Siddiqui,

BRAND MARKETEERS

Proprietor



Landowner, development agreement and arrangements, subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Uttar - Pradesh in this regard and to such other regulations and the Allottee has familiarized himself with all the aforesaid title documents, development agreement, power of attorney, undertakings, conditions etc.

**34 JURISDICTION :**

That, the High Court of Judicature for Allahbad (Uttar-Pradesh) or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

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

Signed and delivered by the within named Allottee(s) in the presence of witnesses on .....

Place of Agreement	
Date of Agreement	

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm  
Through POA Mr. Sajid Hasain Siddiqui,

Allottee

BRAND MARKETEERS  
*Sajid Hasain Siddiqui*  
Proprietor

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses on the date mentioned as above.

**PROMOTER**

For Ms Brand Marketeers (PAN – AWGPS4610L); a sole proprietorship firm; R/o TF 13,14-3rd Floor, Vinayak Triveni Towers, P.D. Tondon Road, Prayagraj.

Name: Mr. Sajid Husain Siddiqui S/o Sri Sadique Husain Siddiqui, R/o 967/89/30, Muie Road, Prayagraj

**WITNESSES**

(1)

(2)

Signature

Name

Address

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm

Allottee

Through POA Mr. Sajid Husain Siddiqui.

BRAND MARKETEERS

*Sajid Husain Siddiqui*  
Proprietor

Authorized Signatory of Promoter/Developer	
Identity Number of Authorized Signatory (Aadhar / DL / PAN)	
Authorized by Board Resolution No. and dated	

Authorized Signatory of Land Owner Mr. Ratan Kumar Agrawal S/o Mr. Lal Ji Agrawal through POA to Developer Ms Brank Marketeers.	
Identity Number of Authorized Signatory (Aadhar / DL / PAN)	

#### Schedule - A

**PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

The piece and parcel of the of land admeasuring 3570.77 sq. Mtr. and there about lying and situated at Plot No. 2407, area – 1022.55 Square meter, Plot No. 2408, area – 249.99 square meters; Plot No. 2411, area – 217.25 square meters; Plot No. 2412, area – 511.50 square meter; Plot No 2409, area – 1401.48 square meter; all Plots situated in village - Sherdeeh, Tehsil – Phulpur, District Prayagraj; and Plot No. and Plot No. 56 kha/3, area – 168 Square meters, situated n Village – Rahimpur, Tehsil – Phulpur, District – Prayagraj bounded on the: -

Developer

For Ms Brank Marketeers,

Allottee

a Sole Proprietor Firm

Through POA Mr. Sajid Husain Siddiqui.

BRAND MARKETEEKS

Proprietor



**In North** : Part of Arazi No. 2407 & part of Arazi No. 2408, 2411 & 2413 Sherdeeh

**In South** : Arazi No. 2410 & part of Arazi No. 2408, 2411 & 2412 Sherdeeh  
Boundary wall Phoolchandra Singh

**In East** : 28 meter Allahbad – Jaunpur Road & Part of Arazi No. 56 kha/3  
Gram Rahimpur & After Arazi No. 2408, 2411 & Shardeeh

**In West** : Part of Arazi No. 2407 & 2409 Shardeeh

**And measuringss**

North to South:

East to West:

**Latitude/ Longitude of the end points of the Project:**

**Developer**

**For Ms Brand Marketeers,  
a Sole Proprietor Firm  
Through POA Mr. Sajid Husain Siddiqui.**

**Allottee**

**BRAND MARKETEEERS**

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Proprietor

**Schedule – B**

**FLOOR PLAN OF THE APARTMENT**

**Developer**

**BRAND MARKETERS**  
*hijec*  
Proprietor

**For Ms Brand Marketers,  
a Sole Proprietor Firm  
Through POA Mr. Sajid Husain Siddiqui.**

**Allottee**

**Schedule - C**  
**PAYMENT PLAN**

Total Price of the apartment is Rs. \_\_\_\_\_/- (In words Rupees \_\_\_\_\_ only)

*Note 1: Total Price includes Unit Price, and Other payments.*

**I. Unit Price : -**

S.no	Particulars	Sq. Ft.	Amount
1.	Carpet area		
2.	Exclusive Balcony/ verandah area		
3.	Club Infrastructure Cost		
4.	PLC Charges		
<b>TOTAL UNIT PRICE</b>			

**II. Other Payments:**

S.no	Particulars	Amount
1.	Taxes on all payments/charges/ GST	
<b>TOTAL</b>		

**Booking Amount and Advance Payment:** The Allottee/ Purchaser have paid Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm

Allottee

BRAND MARKETEERS  
*Signature*  
Proprietor

Through POA Mr. Sajid Husain Siddiqui.



S. No.	Cheque No./NEFT	Dated	Amount	GST	Drawn On

**Balance Payment :** The Allottee hereby agrees to pay the balance Total Price( Sale Consideration) of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Time of Payment	Amount Payable in % on Total price
1	On Booking	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Developer

For Ms Brand Marketeers,  
a Sole Proprietor Firm  
Through POA Mr. Sajid Husain Siddiqui.

Allottee

BRAND MARKETEERS

Proprietor

**Schedule - D**

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF  
THE APARTMENT/PLOT)**

**Developer**

**BRAND MARKETEERS**

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Proprietor

**For Ms Brand Marketeers,  
a Sole Proprietor Firm  
Through POA Mr. Sajid Husain Siddiqui,**

**Allottee**

**Schedule - E**  
**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF**  
**THE PROJECT)**

Developer

BRAND MARKETEERS

Proprietor

For Ms Brand Marketeers,  
a Sole Proprietor Firm  
Through POA Mr. Sajid Husain Siddiqui.

Allottee



**Schedule - F**  
**Builder Agreement**

**Developer**

**BRAND MARKETEERS**

*Hajira Siddiqui*

**Proprietor**

**For Ms Brand Marketeers,  
a Sole Proprietor Firm  
Through POA Mr. Sajid Husain Siddiqui.**

**Allottee**