

BUILDER BUYER AGREEMENT

SUMMARY

1. Date of execution	--	22-04-2025
2. Ward/Tehsil	--	Tehsil- Phulpur, Prayagraj
3. Village	--	Andawa
4. Type of Land	--	Residential
5. Type of Property	--	Residential
6. Property No.	--	Plot No.
7. Total area	--	80 Sq.mtr/95.68 Sq.yard/860.80 Sq.ft
8. Sale Consideration	--	Rs. 47,50,000/-
9. Total Consideration Paid	--	Rs. 15,00,000/-
10. Stamp Duty Paid	--	Rs. 95,000/-

Agreement to Sell

This Agreement to Sell ("Agreement") is executed at Prayagraj on 04.04.2025 between:

1. **ABHIYAAN BUILDCON PRIVATE LIMITED** CIN No. U45202UP1989PTC010507 & Pan No: AAGCS9845J through its DIRECTOR Mr. Anubhav Verma S/o Mr. Nishith Verma having their principal place of business at Address: 14, Ibrahimpur Mazra Katka, Near Indian Oil Depot Trivenipuram, Jhansi, Prayagraj- 211019(U.P) Aadhar No. **388615579394**, Mob. No. 9307502104 (*hereinafter referred to as developer/ promoter which expression shall include its successors in interest and permitted assigns*) being Party of the First Part.

And

2. **Mr. S/o Mr.** R/o, Thana-, PO- District (Uttar Pradesh) Aadhar No. Pan No. Mob.No. (*hereinafter, referred to as the "Allottee" which expression shall unless repugnant to the subject or context mean and include its successors, legal heirs, legal representatives, permitted assigns, nominees and executors*) being Party of the Second Part.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, -

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016.
- (b) "**Authority** " means Uttar Pradesh Real Estate Regulatory Authority.
- (c) "**Government**" means the Government of Uttar Pradesh;

(d) "**Rules**" means the Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.

(e) "**Regulations**" means the Regulations made under the real estate (Regulation and Development) Act, 2016;

(f) "**Section**" means a section of the Act.

(g) Whereas the Promoters have registered the Project with Uttar Pradesh Real Estate Regulatory Authority (UP-RERA www.up-rera.in) for developing the project known as Citizen Pavitra over part of Arazi No. 878 area 8123.75 sq.mtr. situated at Mauja Andawa Pargana Jhunsu Tahsil Phulpur Dist Prayagraj and RERA authority has registered the project and UPRERAPRJ has been allotted for the approved layout of the project.

(h) Whereas the Promoter have got the title over the said project Land through registered sale deed dated 27/12/2024 registered at the office of Sub-Registrar – Phulpur, Prayagraj in Bahi No. 1 Zild No. 10855 on pages 27 to 48 at serial no. 15295.

(i) Whereas the name of the Promoter is also recorded in the revenue records in respect to the aforementioned project land which is fully detailed in the schedule of the property at the end of this agreement.

(j) "**Plot/Unit**" shall mean plot no. having total area **80 Sq.mtr/95.68 Sq.yard/860.80 Sq.ft** i.e. Layout Plan of the Plot/Unit is annexed herewith as **Annexure I**.

(k) "**Unit Consideration**" Shall mean the consideration for allotment and purchase of the unit as detailed in **Annexure II** annexed herewith and payable in accordance with the payment plan annexed herewith as **Annexure III**.

WHEREAS:

- A- The Promotor is the absolute and lawful owner of part of Arazi No. 878 bearing area 8123.75 sq.mtr. situated at Mauja Andawa Pargana Jhunsu Tahsil Phulpur Dist Prayagraj ('Said Land') vide sale deed dated 27.12.2024 registered in the office of sub-Registrar of Phulpur in book No-1 Volume 10855 on pages 27 to 48 at serial no. 15295.
- B- The Project is earmarked for the purpose of residential land use and plotted development is being proposed as applicable under by laws of Prayagraj Development Authority Prayagraj the said project shall be known as CITIZEN PAVITRA (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 Prayagraj has granted the commencement certificate to develop the Project vide approval dated 21/04/2025 bearing permit No. Plotted Resi development/Plotted Housing/04710/PDA/24-25/1129/24022025 (File No. – PDA/24-25/1129);
- E- The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from Prayagraj Development Authority Prayagraj. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F- The Promoter has registered the Project under the provision of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Prayagraj On 22/04/2025. Under registration No.
- G- The Allottee had applied for a plot in the Project vide application dated And has been allotted plot No. having area of square meters (..... square yards) as permissible under the applicable law and (hereinafter referred to as the "plot" more particularly described in Schedule A);
- H- The aforesaid plot No. is arising out of part of Arazi No. 878 situated at Village Andawa Pargana Jhusi Tehshil Phulpur District Prayagraj.
- I- The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J- The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

- K- In accordance with the terms and conditions, 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 plot as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in Para E.
- 1.1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act.
- 1.2 The Total Price for the Plot based on the total area is Rs. 47,50,000 (Rupees Forty-Five Lacs only) and the description is as follows:

Plot No.
Type
Total Area	80 Sq.mtr/95.68 Sq.yard/860.80 Sq.ft
Total sale consideration (in rupees)	Rs. 47,50,000/-
Rate of Plot (per sq.mtr.)
GST	Applicability of GST will depend upon government order and/or rulings applicable or announced from time to time.

Explanation:

PART A

- The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot;
- The Sale Price is for the indicated plot Area and is not inclusive of the other applicable charges. Additional amounts towards Stamp Duty, Registration Charges and legal / miscellaneous expenses etc, shall be payable.
- Maintenance charges as per maintenance agreement shall be payable by the Allottee separately.

PART B

- (i) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Nagar Nigam, Jal Nigam etc or any similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) but exclusive of other taxes which may be applied by the State government/ Central Government up to the date of handing over the possession of the plot to the Allottee and the Project to the maintenance agency/society or association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification;
- (ii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in part A & part B above and the Allottee shall make payment demanded by the Promoter within

the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iii) Further, this plot/unit is being provided to the Allottee at a concessional rate, any discount/concession, in whatsoever way, has been given by the Promoters in the sale consideration to the Allottee in lieu of his/her/their consensus for timely payment of installments and other allied/additional cost, further more the Allottee hereby authorize the Promoters to withdraw such discounts/ concession and demand payment of such discount concession amount as part of sale consideration amount, in case of default or irregular payment by the allottee, which the Allottee hereby agree to pay within 45 days of it being imposed/demanded. The Promoters in its absolute discretion may condone the delay by charging penal interest at the rate as applicable under the state rules; which shall be charged from the due date of payment.

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

Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:**

- (i) The Allottee shall have exclusive ownership of the Plot;
- (ii) Common area will be deemed to be transferred to the AoA only after the sale of all units and the collection of all sale proceeds and dues thereof.
- (iii) The Allottee agrees and understands that he/she/they/it shall not have any right in any commercial premises, shops, community center/ banquet hall, institutional buildings, schools, colleges, club, gymnasium etc if constructed in the Project. The developer/promoter shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Allottee shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community center/banquet hall etc to any person and also in their operation and management.
- (iv) The Allottee agrees that the promoter is free to retain, sell, rent out on license such commercial shop (S) within the premises to any third party. The commercial shop (s) may be used for any purpose which may be deemed as a non-polluting business/commercial activity. The object of such activity should be to provide convenience and easy access to the residents of the society and the immediate neighbourhood. Convenience stores, small retail store, barber shop, professional office and small café are some examples of commercial activities that can be of convenience for the residents. To facilitate viable commercial activity, people residing outside the premises of the project will be allowed to access such commercial shops within the project. The allottee understands and agrees that financial viability is paramount for may such commercial/convenience shop.
- (v) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his plot.

- 1.5 The Promoter agrees to pay all outgoing before transferring the physical possession of the plot to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.6 The Allottee has paid a sum of Rs./- (Rupees) Through Cheque No Dated as booking amount being part payment towards the Total Price of the Plot 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 Plot as prescribed in the Payment Plan Annexure III as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

- a. Subject to the terms of the Agreement and the Promoter abiding by the development/construction milestones, the Allottee shall make all payments, on written demand by the Promoter within the stipulated time as mentioned as per Annexure III through A/c Payee cheque/demand draft/bankers cheque or online payments in favour of developer as mentioned here in under Payable at Prayagraj;
- b. The project is registered with UTTER PRADESH REAL ESTATE REGULATORY AUTHORITY (U.P. RERA) as such real estate project (maintenance and operation of project bank account) Direction, 2020 as revised in November, 2023 will apply on the project according to which the allottee is required to make payment through A/c Payee cheque/demand draft/bankers' cheque or online funds transfer (as applicable) in favour of:

'ABHIYAAN BUILDCON RERA-COLLECTION ACCOUNT FOR CITIZEN PAVITRA'

Account No. 8017498883

IFSC Code – IDIB000A580

Bank & Branch – Indian Bank, HSS Branch, KP Kakkar Road, Prayagraj) payable at PRAYAGRAJ.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot, 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 Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of development of the project by the Promoter as provided in **Annexure III**.

6. DEVELOPMENT/CONSTRUCTION OF THE PROJECT:

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

abide by the bye-laws, and density norms and provisions prescribed by the Prayagraj Development Authority constituted under U.P. urban planning and development Act 1993 shall not have an option to make any variation/alteration modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

The Promoter has declared and the Allottee fully understands and agrees that this project is part of a larger plan to develop the adjacent available area into a vibrant township envisioned to provide housing solution in the affordable housing space over the next five years. Citizen Housing Group is working on this concept plan to be developed over various phase but eventually integrating to form a modern, self-sufficient, functional green development. The Allottee hereby declare and undertake that he/she/they it shall not have not any objection whatsoever in such further Extension phases of the project which has been duly declared by the promoter beforehand at the time of this booking. The Extension phase will use the entry & exit and internal roads and services of the project and trunk lines to reach and be used for the eventual development.

7. POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot - The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with ready and complete Common Areas with all specifications and services of the Project in place, 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 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. 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. The possession will be handed over at the time of sale deed.

7.2 Procedure for taking possession - The Promoter, shall offer the possession of the Plot, to the Allottee in terms of this Agreement at the time of the execution of the sale.

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..

7.3 Failure of Allottee to take Possession of Plot - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the 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 Plot to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 1/- per month per sq. ft. of plot area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2.

7.4 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The 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 re- allotment 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 / plot and also display this information on the official website of UP RERA on the date of re-allotment.

7.5 Compensation- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account 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 Plot under sale by the way of instant deed 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:

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoters have the requisite rights to carry out development upon the said Land and absolute, actual and physical possession of the said Land for the Project.
- (ii) The Promoters have the requisite license from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, and Plot and Common Areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoters have 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 plot, including the Project and the said Plot which shall, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restrict in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of plot, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoters in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready for possession 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 for possession' shall mean that the plot shall be well connected with right of approach way with all amenities including sewer, water and electric connection line_including the provision of all specifications as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, a non-defaulting Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; 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 plot, 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, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make 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.
- (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 Plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.
- (iii) Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iv) Further, if any discounts or concessions, in whatsoever way, has been given by the Developer in the sale price/ payment terms to the Allottee in lieu of his/her/their consensus for the timely/agreed payment of installments and other allied/additional costs, then the Allottee hereby authorize the Developer to withdraw such discounts or concessions and demand the payment of such discounts or concessions amount as part of the sale consideration amount, which the Allottee hereby agree to pay within 45 days of it becoming due or proportionally decrease the plot area to the tune of the concession/rebate amount which was otherwise required to be paid by the allottee(s) to promoter as per the aforementioned circumstances.

10. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot within 3 months from the receipt of the final consideration amount.

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

11. MAINTENANCE OF THE SAID PROJECT/ TOWNSHIP:

The Promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees. The Allottee is liable to pay maintenance charges as applicable over the maintenance period.

12. DEFECT LIABILITY:

It is clarified that the promoter is only responsible to construct/build common areas and amenities and will be responsible in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession 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 30 (thirty) days. It is specifically clarified here that any re-painting work or any repairs due to any breakage, damage or mishandling or accident or failure of any MEP fittings and fixtures, electrical fittings, U.P.V.C. frames etc. due to use or wear & tear will not be considered as defect and such jobs will only be undertaken on-cost basis. Moreover any fittings and fixtures, locks, paints and other such installations of common areas provided/purchased from

reputed vendors/suppliers will be covered through warranties provided by the original equipment manufacturer/ supplier. The responsibility of defect in such items will be covered through such warranties by the OEM/supplier only.

13. RIGHT TO ENTER THE PREMISES FOR REPAIRS:

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, Plots or structures thereon for providing necessary maintenance services and the Allottee also agrees to permit the association of Allottees and/or maintenance agency to enter into his premises 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 earmarked common areas and service areas: The earmarked common areas and service areas, if any, as located within the Project, shall be earmarked for purposes such as park and recreation and other services, electric distribution box, transformer, DG set rooms, underground water tanks, STP pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and such earmarked common areas and service areas 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 PROJECT/TOWNSHIP:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do anything in or to the Plot, common roads, parks, buildings or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenant-able repair and maintain the same in a fit and proper condition.
- 15.2 The Allottee shall enter into a separate maintenance agreement (the "Maintenance Agreement") with the association of Allottees or such maintenance agency as may be designated in this regard (the "Designated Maintenance Agency"), in accordance with the provisions of applicable Law, for the maintenance of common areas and facilities. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement.
- 15.3 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the project or anywhere on the exterior of the Project, buildings therein or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages. It is further specified that the Allottee shall not hoard construction materials such as sand, bricks, aggregate etc. on roads or adjacent plots.
- 15.4 The Allottee shall in no way increase the plinth height above approved plinth height as declared by the developer and in no way allow any portion of ramps etc. to exceed the plot limit and come on to the footpath or drain or road. A breach of this condition will be construed as a major default on the part of the Allottee and will be liable for demolition of such encroachment along with costs recovered from the Allottee towards the same. The Allottee must ensure that the construction plans finalized by the Allottee is duly vetted by the developers well in advance, so as to avoid any inconvenience or disappointment.
- 15.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. FINANCIAL ASSISTANCE:

- 17.1 The Promoter shall have the first lien and charge on the Plot/Unit for all its dues and other sums payable by the Allottee to the Developer.
- 17.2 Loans/financial assistance from financial institutions to finance the Plot/Unit may be availed by the Allottee. The Allottee agrees that it shall take prior written permission of the Promoter in case the Allottee opts for a Loan agreement with any financial institution/bank, for the purpose of purchase of the Unit. However, availability of the loan/approval of the project by the Financial institution/ Bank is not the pre-requisite/ condition precedent of the allotment of the Unit and the Allottee hereby agrees to Pay

the unit consideration and other charges according to the opted payment plan, irrespective of the availability of finance from any financial institution/bank. The Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

- 17.3 If any particular financial institution / bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of the installments/dues. The Allottee shall ensure timely payment of installments as per the payment plan failing which, the consequences contained in this Agreement shall come into effect.
- 17.4 The Allottee agrees and confirms that in the event he/she/they/it has availed loan facility for purchase of the Unit, then original title documents shall be directly deposited with the concerned bank/financial institution to create equitable mortgage thereon as per arrangement with bank/financial institution.
- 17.5 In case the Allottee fails to repay the loan amount to the bank/financial institution or fails to comply with any terms and conditions of the loan/ financing agreement/ tripartite entered into with such bank/financial institution, the bank/financial institution may enforce the security by sale of the Unit and Promoter may accept the Purchaser of the Unit in place of the Allottee, after the Purchaser complies with the necessary formalities of the Promoter in this respect. The amount standing to the credit in the account of the Allottee after forfeiting the amount as detailed in this Agreement will be transferred to the account of the Allottee. Further, in case the bank/financial institution asks the Promoter to cancel allotment of the Unit and call for repayment of the outstanding loan amount, then the Promoter may cancel the allotment and after forfeiting the amount as detailed in this Agreement, pay the balance amount to the bank/financial institution against outstanding loan amount for and on behalf of the Allottee
- 17.6 The Promoter shall have the right to raise finance from Banks/ financial institutions/ body corporate and for this purpose create charge/ mortgage of the Project/ receivables of the project or part thereof including the unit therein and for such purposes the Allottee shall be deemed to have granted his/her/their/its consent for the creation of such mortgage/ charge. However the Promoter must ensure that any and all such mortgages or charges must be necessarily withdrawn or satisfied before the Demised Premises can be handed over to the Allottee. if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar Tehsil Phulpur Prayagraj as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

The Promoter has assured the Allottees 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 (as applicable on both the Parties).

20. 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 plot.

21. RIGHT TO AMEND

This Agreement may only be amended through written Consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be

applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE:

- 22.1 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 **Annexure III** 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.
- 22.2 Failure on the 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.

23. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. 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.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place which may be mutually agreed between the Promoter and the Allottee, in 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 Phulpur. Hence this Agreement shall be deemed to have been executed at Prayagraj;

26. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name and address of the Allottee :-

Mr.S/o Mr. R/o, Thana- District
(Uttar Pradesh) Aadhar No. Pan No. Mob. No.

Name and address of the Promoter :-

ABHIYAAN BUILDCON PRIVATE LIMITED

Postal Address for Communication – Sahyog Bhawan 1, M.G. Marg, Civil Lines, Prayagraj, U.P.-211001.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

27. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

28. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the plot, prior to the execution and registration of this Agreement for Sale for such plot, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder. this agreement will super seed all previous documents executed between the parties are listed in sale agreement and browser etc.

29. 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 and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.

30. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

On behalf of the Promoters:

Promoter:

(1) Signature (Authorized Signatory) _____

Name – Mr. Anubhav Verma S/o Mr. Nishith Verma

Address - 14, Ibrahimpur Mazra Katka, Near Indian Oil Depot Trivenipuram, Jhunsi, Prayagraj- 211019(U.P)

Aadhar No. -.....

Allottee:-

(1) Signature _____

Name - Mr. S/o Mr.

Address -

Aadhar No.

SCHEDULE – A
(Details of the allotted unit)

PLOT NO. HAVING A TOTAL AREA OF 80 Sq.mtr/95.68 Sq.yard/860.80 Sq.ft SQ.FT. ARAISING OUT OF ARAZI NO. 878 SITUATED AT ANDAWA, PARGANA- JHUNSI, TEHSIL-PHULPUR, DISTRICT- PRAYAGRAJ IN THE PROJECT CITIZEN PAVITRA WHICH IS DEVELOPED AT MAUJA – ANDAWA & BANDHAWATAHIRPUR PARGANA- JHUNSI, TEHSIL-PHULPUR, DISTRICT- PRAYAGRAJ AND AS PER THE APPROVED LAYOUT THE BOUNDARIES OF THE PLOT IS AS FOLLOW4S :-

BOUNDARIES OF THE PLOT

EAST-	---
WEST-	---
NORTH-	---
SOUTH-	---

STAMP DUTY PAID FOR THE PURPOSE OF THIS AGREEMENT TO SALE

The approximate value of the Plot according to the present circle rate is Rs 10,80,000/- however the consideration amount is Rs. **47,50,000/-**. Appropriate stamp duty will be paid at the time of registration of the required deed as per the need.

Annexure I

Layout Plan of Plot with Boundaries

Annexure II

Details of Unit Consideration
Plot/Unit Details:-

Plot No.
Type
Total Area	80 Sq.mtr/95.68 Sq.yard/860.80 Sq.ft
Total sale consideration (in rupees)	Rs. 47,50,000/-
Rate of Plot (per sq.mtr.)
GST	Applicability of GST will depend upon government order and/or rulings applicable or announced from time to time.

Annexure III
Payment Plan
Payment Plan for Sale of Real Estate Plot as per Builder Buyer Agreement

Sr. No.	Payment Schedule/Stage	% Payment Due
1	At the time of Booking	10%
2	Commencement of earthwork & preparation of sub-grade for roads	10%
3	Excavating trenches & concrete cradle bed for sewer line	10%
4	Commencement of road work - brick soling, brick edging	10%
5	Laying of water & sewer pipe line and drainage system	10%
6	Laying of Underground Electrical cables, electrical power system - start of erection of street lighting poles	10%
7	On or before commencement of CC work for construction of internal roads	10%
8	Commencement of laying interlocking pavers and construction of footpaths	10%
9	On Commencement of development of Central Park and Services	10%
10	On offer of execution of conveyance deed for the plot	10%
	Total Sale consideration of Plot	100%
Note : GST is not applicable over sale of residential plot		

* GST is not included in the payment plan shown above, as it is not applicable for plotted development; however Applicability of GST will depend upon government orders and/or rulings applicable or announced from time to time.

*GST will be applicable on construction contract issued by the allottee to developer for construction over the conveyed plot.

Annexure IV

Specification

Demarcation of Plots:

Plot Demarcation shall be complete by installing RCC pillar for each unit.

Boundary Wall:

The Project will be bounded by reinforced brick boundary, up to 7 feet height with compound lights installed at regular intervals.

Road Work:

The layout is planned to be developed with Cement Concrete (CC) roads. The internal roads of the project shall be constructed with a base of GSB and stone aggregate over brick soling. The width of the road (including footpath) shall be 9 meters.

Footpaths:

Footpaths will be used to house underground pipes and cables for services. The width of the footpath will be 3 feet on each side of the CC area of the road and will be finished with paver blocks.

Water Supply Including Drinking Water Facilities:

Potable water will be supplied through underground pipeline of medium density polyethylene piping system supplied through borewell.

Sewer & Drain System:

Underground services will be provided for the project. PVC/DWE/SWR/Hume Pipes will be used across the project to develop the Sewer and Drainage system eventually leading to a STP developed within the project.

Park and Tree Plantation:

The project is planned with ample greenery. Over 50 new trees will be planted along the internal roads and within the park for the project. Kadam Trees (Burflower-tree) will be used as avenue trees and Gudhal (Hibiscus) flowering plant will be extensively through the project along with other shrubs and flowering plants.

Design For Electric Supply Including Street Lighting:

Supply of electricity to the units will be done through underground cables and suitable busbars/panel. Modern street lighting poles will be installed at suitable intervals. Common area lighting will be provided with required power back-up

Treatment and Disposal System of Sewage and Sullage water:

The project will be delivered with a 40kLD Sewage Treatment Plant based on MBBR (Moving Bed Bio Reactor) technology. Treated water will be used for irrigation and road cleaning purposes.

Water Conservation System:

Rain water harvesting system will be developed as per the approved plan of the project

Energy Management System Including Use of Renewable Energy

Solar powered flood lights will be used at suitable intervals to provide back-up lighting.

Safety:

CCTV surveillance cameras will be provided within the project site at pivotal locations along with street lighting and high masts with power backup.

Security:

Security booth will be provided at the entrance along with regular security patrol..

WITNESSES:

1. **Signature** _____

Name - Mr. ----- S/o Mr. -----

Address - -----

Adhar No. - -----

2. **Signature** _____

Name - Mr. ----- S/o -----

Address - -----)

Adhar No. - -----

Drafted By : Dharamraj N.(Advocate)

Typed By : Shubham Kumar

Date : 22-04-2025.

Place : Prayagraj