

## **SUMMARY OF AGREEMENT**

**Date of execution --** \_\_\_\_\_ day of \_\_\_\_\_ 2024

**Ward/Tehsil --** Sadar, Prayagraj

**Mohalla --** Clive Road

**Type of Land --** Residential

**Type of Property --** Residential

**Property No. --** Flat No. \_\_\_\_\_, Floor \_\_\_\_\_

**Carpet area -** \_\_\_\_\_ Sq.mtr/\_\_\_\_ Sq.ft.

**Total area of Exclusive Balconies/**

**Verandas & proportionate area of** \_\_\_\_\_ Sqm/\_\_\_\_ Sq.ft  
**common areas (Sq. Mts/Sq.ft.)**

**Sale Consideration –** Rs. \_\_\_\_\_/-

**Advance Money –** Rs. \_\_\_\_\_/-

## Agreement to Sell

This Agreement to Sell ("Agreement") is executed at Prayagraj on \_\_\_\_\_ 2024 between:

1. **CITIZEN INFRAVENTURES PRIVATE LIMITED** CIN no U70102UP2014PTC067085 (PAN AAFCC8707J) registered under the Companies Act, 1956/2013 through Authorized Signatory and **Director Shri Anubhav Verma** Son of Shri Nishith Verma, having their principal place of business at Address: Sahyog Bhawan, 1, M.G. Marg, Civil Lines, Prayagraj - 211001, Aadhar No. XXXX XXXX 9394, Mob. No. 9307502104 who has been duly authorized by a resolution passed by the board of directors of the company. (*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./Mrs. \_\_\_\_\_ C/o \_\_\_\_\_ Mr. \_\_\_\_\_ R/o \_\_\_\_\_  
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 (Act No.16 of 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) "Project" shall mean group housing project by the name of **CITIZEN RAM NIVAS bearing RERA Registration No- UPNERAPRJ** \_\_\_\_\_, at free hold land 115A, Civil Station (22, Clive Road), Pargana & Tehsil Sadar, Distt. Prayagraj admeasuring 6290.81sq.meters comprising of residential towers/ units, commercial facilities, community facilities along with common areas and facilities.

(h) "Unit" shall mean apartment /unit no. \_\_\_\_\_ on \_\_\_\_\_ Floor the carpet area is \_\_\_\_\_ Square feet that i.e. \_\_\_\_\_ SqMtr. and total area of Exclusive Balconies/Verandas & proportionate area of common areas is \_\_\_\_\_ Sq ft i.e. \_\_\_\_\_ Sq.Mt. Layout Plan of the Unit is annexed herewith as **Annexure I**.

(i) "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. Whereas the Transferor/vendor/promoter is the owner and in possession of the Flat No. \_\_\_\_\_, situated at 22, Clive Road, Pargana & Tehsil Sadar, Distt. Prayagraj, built over a part of free hold land 115A Civil Station (22, Clive Road) Prayagraj measuring 6290.81sq.meters by virtue of registered builder agreement dated 25/04/2024, executed between Promoters and Landlords, which is registered in Bahi Sankhya 1, Jild Sankhya 12885 on pages 277 to 376, at Serial No. 2853 Registered on 25/04/2024 in the office of Sub-Registrar, Sadar First, Distt. Prayagraj.

- B. AND WHEREAS the 'Said land' was Nazul lease hold land and free hold rights were to be obtained as per the government policy regarding grant of free hold rights consequently free hold rights has been obtained vide registered free hold deed dated 14.07.2008 registered at the office of Sub- Registrar-I Sadar, Prayagraj in Bahi No.1 Zild No. 6043 on pages 161 to 182 at Serial no. 3136 on 14.07.2008 by the Collector, District Prayagraj
- C. AND WHEREAS the shares of land owners are fully described in the aforementioned builder agreement in SCHEDULE-B and SCHEDULE-C which is forming part of builder agreement.
- D. AND WHEREAS the building plan of the said property was sanctioned by the Prayagraj Development Authority vide approval letter dated 22-03-2024 bearing file number PDA/BP/23-24/0598.
- E. AND WHEREAS by virtue of aforesaid builders' agreement and on strength of general power of attorney executed by the land owners in favor of promoter necessary permission from Prayagraj Development Authority Prayagraj for raising multistoried residential flats and after seeking necessary clearance from concerned department, built multistoried residential flats known as "CITIZEN RAM NIVAS" Group Housing Project, in which 186 flats were constructed out of which 93 flats of different category were under ownership of Transferor/Vendor/Promotor and the rest of 93 flats fall in the share of the Land Owners which are specifically mentioned respectively in the SCHEDULE B and SCHEDULE C of the builder's agreement.
- F. The Promoter namely CITIZEN INFRAVENTURES PRIVATE LIMITED being an authorized signatory and party to the aforementioned Builder's Agreement and by the strength of that Builder's Agreement is fully competent to enter into this Agreement.
- G. The Said Land is earmarked for the purpose of residential multistoried apartment project and the said project shall be known as 'CITIZEN RAM NIVAS' ("Project");
- H. The Promoter by the virtue of the aforesaid builder's agreement is fully competent to enter into this agreement and all formalities with respect to the right, title and interest of the Promoter regarding the instant flat have been completed and also it is further clarified that the flat under sale by the way of this agreement to sale is arising out of share of the promoter as per the Schedule-B of the builder's agreement.
- I. The Prayagraj Development Authority has granted the commencement certificate to develop the Project vide approval dated 22.03.2024 bearing Patrank: PDA/BP/2023-24/0598 has been issued.
- J. The Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, from Prayagraj Development Authority.
- K. The Promoter has registered the Project as per the approved map from PDA for permissible FAR under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Prayagraj on \_\_\_\_\_ and registration No.UPRERAPRJ \_\_\_\_\_ has been allotted.
- L. The Allottee had applied for an apartment in the Project and has been allotted apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square meters (\_\_\_\_\_.00 square feet), type \_\_\_\_\_ BHK, on \_\_\_\_\_ floor along with \_\_\_\_\_ Parking Space (ECS as per prescribed norms), 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.;
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N. 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;
- O. 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;
- P. 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 along with \_\_\_\_\_ Parking as specified in Para K.

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

**1. TERMS:**

1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Para K.

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 Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the description is as follows:

|  |                                      |
|--|--------------------------------------|
| Number of Tower  | <b>One</b>                           |
| Apartment No.  | _____                                |
| Type   | ____ BHK                             |
| Floor  | _____                                |
| Carpet Area  | ____ Sq.mts/____ Sq.ft.              |
| Total area of Exclusive Balconies/ Verandas & proportionate area of common areas | ____ Sq.mts/____ Sq.ft.              |
| Parking  | <b>ONE (_____ Parking Space)</b>     |
| Rate of Apartment based on carpet area   | <b>Rs. _____/- per square meters</b> |
| Total price (in rupees)  | <b>Rs. _____/-</b>                   |
| Maintenance charges for the first year (to be paid at the time of possession)    | AMC = _____                          |
| GST  | as applicable                        |

**PART A**

- Other Applicable Charges including electric/water/sewer connection charges, meter charges are not included in the price quoted above and will be charged based on actual:
- The Sale Price is for the indicated Flat 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 by the Allottee at the time of possession.
- Maintenance charges as per maintenance agreement shall be payable by the Allottee separately

**PART B**

- (i) The Total Price above includes the booking amount 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 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 GST/Cess and other taxes which may be applied by the State government/ Central Government up to the date of handing over the possession of the apartment/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; provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment 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;
- (iv) The Total Price of 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, electrical connectivity to the apartment, 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 Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. Including parking.
- (v) Further, this 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, then 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, 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 in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development 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 The Allottee(s) shall make the payment as per the payment plan set out in **Annexure III**.

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Annexure IV** and **Annexure IV'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment/building, as the case maybe, without the previous written consent of the Allottee 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, or such minor changes or alterations as per the provisions of the Act.

1.6 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Annexure III. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement.

1.7 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees on its letterhead or as mandated in the Act after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (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 open terrace area 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 has the right to visit the Project site to assess the extent of development of the Project and his apartment.

1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_ Parkings 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 (except for its own extension declared in Para-J of this agreement) 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 other than declared as independent area in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

| S.L. | Cheque No./DD No. | Amount | Date  |
|------|-------------------|--------|-------|
| 1.   | _____             | _____  | _____ |
|      | _____             | _____  | _____ |
|      | Total             | _____  |       |

as 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 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:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan **Annexure III** through A/c Payee cheque/demand draft/bankers cheque or online payment (as

applicable) infavour of '**CITIZEN INFRAVENTURES PRIVATE LIMITED-COLLECTION ACCOUNT FOR RAM NIVAS**' 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee under takes not to object/demand/direct the Promoter to adjust his 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 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 construction by the Promoter as provided in **Annexure III**.

### **6. CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor 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, 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 Authorities and shall also strictly abide by terms & condition of Brochure, allotment, lease deed and the bye-laws, FAR and density norms and provisions prescribed by the UP URBAN PLANNING AND DEVELOPMENT ACT 1973 and shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

It is further declared that the multistoried towers are envisioned to be developed the said Group Housing Building consisting of Basement, Stilt and Upper Ground floor parking plus 13 residential stories.

The Allottee hereby declare and undertake that he/she/they/it shall not have any objection whatsoever in such further construction under current and extension phases of the project which has been duly declared by the promoter beforehand, at the time of this booking.

## 7. POSSESSION OF THE APARTMENT/PLOT:

**7.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of Allotees 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 along with ready and complete Common Areas with all specifications, amenities and facilities of the Project is 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:

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 change more than the normal maintenance charges from the allottees.

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate:

Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. 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 Allotees, as the case may be after the issuance of the completion certificate for the Project. The Promoter shall hand over the completion certificate 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 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 to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified 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 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 by the Allottee** - After obtaining the completion certificate and handing over physical possession of the Apartment 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 Allotees 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 Allotees 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 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 days of such cancellation/ withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment 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 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 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 (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 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, 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 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 Apartment, which shall be paid by the Promoter to the Allottee 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 absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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, Building and Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The 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 Land, including the Project and the said Apartment which shall, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee 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 matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The 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/occupancy certificate (as applicable) has been issued and possession of a apartment, plot or building, 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the 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 to move in possession of the Apartment 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 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 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 compensated, by the Promoter, for every month of delay till the handing over of the possession of the Apartment to the extent of a maximum Rs. 10/- per Sqft. on carpet area, which shall be paid by the Promoter to the Allottee every month from the date of default.

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. 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 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. 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.
- (iii) Further, if any discounts or concessions, in whatsoever way, has been given by the Company 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 authorizes the Company 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.

## **10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as per Para 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 the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Allottee:

Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 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 favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

## **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

The Promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of 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 the Total Price of the Apartment.

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 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 give 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, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. 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, locks, hinges, electrical fittings, U.P.V.C. frames and doors and windows 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 within the flats 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 APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, Parking and \_\_\_\_\_ Parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment 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, parking floor(s) and service areas, if any, as located within the Citizen Ram Nivas Group Housing Project, shall be earmarked for purposes such as parkingspaces and services including but not limited to electric sub-station, transformer, DG set rooms, undergroundwater tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and otherpermitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and thebasements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall bereserved 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 Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts,common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee 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 Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Apartment 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 Unit for all its dues and other sums payable by the Allottee to the Company.

17.2 Loans/financial assistance from financial institutions to finance the 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 Developer/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 Apartment.

**18. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIPACT 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.

**19. 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 (I) Sadar 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.

**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 apartment/plot/building, as the case may be.

**21. RIGHT TO AMEND**

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

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

**23. 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 **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.

23.2 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.

**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 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment 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 addition 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:**

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, at Prayagraj 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 (I) Sadar at Prayagraj. Hence this Agreement shall be deemed to have been executed at Prayagraj.

**28. 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./Mrs. \_\_\_\_\_ C/o \_\_\_\_\_ Mr. \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_, Dist. \_\_\_\_\_ Pin \_\_\_\_\_.

**Name and address of the Promoter :-**

**Citizen Infraventures Private Limited**, 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.

**29. 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.

**30. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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.

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

**32. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, 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 - Sahyog Bhawan, 1, M.G. Marg, Civil Lines, Prayagraj, U.P.- 211001,**

**Aadhar No. -XXXX XXXX 9394**

**Allottee:-**

**(1) Signature \_\_\_\_\_**

**Name - Mr./Mrs. \_\_\_\_\_ C/o Mr. \_\_\_\_\_**

**Address - \_\_\_\_\_**

**\_\_\_\_\_, Dist. \_\_\_\_\_ Pin \_\_\_\_\_**

**Aadhar No. \_\_\_\_\_**

**SCHEDULE - A  
(Details of the allotted unit)**

WHEREAS TRANSFEROR/VENDOR/PROMOTOR IS THE OWNER AND IN POSSESSION OF THE FLAT NO. \_\_\_\_\_ BUILT OVER A PART OF FREE HOLD LAND 115A, CIVIL STATION, PARGANA & TEHSIL SADAR, DISTT. PRAYAGRAJ, MEASURING 6290.81sq.METERS BY VIRTUE OF BUILDER'S AGREEMENT DATED 25/04/2024, EXECUTED BETWEEN THE PARTIES, WHICH IS REGISTERED IN BAHI SANKHYA 1, JILD SANKHYA 12885 ON PAGES 277 TO 376, AT SERIAL NO. 2853 REGISTERED ON 25/04/2024 IN THE OFFICE OF SUB-REGISTRAR, SADAR FIRST, DISTT. PRAYAGRAJ, TOGETHER WITH UNDIVIDED PROPORTIONATE SHARE IN THE LAND AS SHOWN AND MARKED WITH RED COLOUR IN THE SITE PLAN AS PER PDA GROUP HOUSING BUILDING PLAN APPROVAL NO. PDA/BP/2023-24/0598 ANNEXED HERETO AND BOUNDED AS BELOW:

**FLAT BOUNDARIES:**

**EAST - \_\_\_\_\_**

**WEST - \_\_\_\_\_**

**NORTH - \_\_\_\_\_**

**SOUTH - \_\_\_\_\_**

**STAMP DUTY PAID FOR THE PURPOSE OF THIS AGREEMENT TO SALE**

The approximate value of the flat according to the present circle rate is **Rs \_\_\_\_\_/-** however the consideration amount is **Rs. \_\_\_\_\_/-**. Appropriate stamp duty will be paid at the time of registration of the required deed as per the need.

**Annexure I**

**Layout Plan of the Unit**

Layout plan Attached

**Annexure II**

**Details of Unit Consideration and Other Charges**

**Unit Details:-**

|   |                               |
|---|-------------------------------|
| Unit No.  | _____                         |
| Floor   | _____                         |
| Block   | Tower - One                   |
| Flat Type   | _____ BHK                     |
| Carper Area (Sq. Mts/Sq.ft.)  | _____ SqMts/_____ Sqft        |
| Total area of Exclusive Balconies/ Verandas & proportionate area of common areas (Sq. Mts/Sq.ft.) | _____ SqMts/_____ Sqft        |
| Rate Per Sq. Meter of Carpet Area   | Rs. _____/- per square meters |
| Parking   | ONE (_____ Parking Space)     |
| Net Sale Consideration  | Rs. _____/-                   |
| Total Sale Consideration  | Rs. _____/-                   |
| Maintenance charges for the first year (to be paid at the time of possession)                     | AMC = _____                   |
| GST   | as applicable                 |

**Annexure III**  
**Payment Plan**

**Construction Linked Installment Plan**

| Sr. No. | Payment Schedule/Stage   | Amount Due | Due Date |
|---------|--|------------|----------|
| 1       | <b>Booking amount along with application form</b>                          |            |          |
| 2       | <b>At the start of excavation at site for the foundation</b>               |            |          |
| 3       | <b>On or before laying of Basement floor</b>                               |            |          |
| 4       | <b>On or before laying of the Parking floor Slab/Stilt floor</b>           |            |          |
| 5       | <b>On or before laying of the 1st floor Slab</b>                           |            |          |
| 6       | <b>On or before laying of the 2nd floor Slab</b>                           |            |          |
| 7       | <b>On or before laying of the 4th floor Slab</b>                           |            |          |
| 8       | <b>On or before laying of the 6th floor Slab</b>                           |            |          |
| 9       | <b>On or before laying of the 8th floor Slab</b>                           |            |          |
| 10      | <b>On or before laying of the 10th floor Slab</b>                          |            |          |
| 11      | <b>On or before laying of the 12th floor Slab</b>                          |            |          |
| 12      | <b>On or before laying of the top floor Slab</b>                           |            |          |
| 13      | <b>On completion of internal plaster within the apartment</b>              |            |          |
| 14      | <b>On completion of tiling work and flooring within the apartment</b>      |            |          |
| 15      | <b>At the start of painting job of the external façade of the building</b> |            |          |
| 16      | <b>On offer of possession</b>  |            |          |
|         | <b>Total</b>   |            |          |

**Annexure IV**  
**Specifications**

**STRUCTURE**

RCC framed structure

**DOORS**

Aesthetically designed flush doors or similar along with Godrej locks.

**WINDOWS**

UPVC windows with glass panel with provision for mosquito mesh.

**KITCHEN**

Polished granite platform with stainless steel sink. Two feet glazed tiled dado above kitchen platform, power points for modern appliances.

**FLOORING**

Double charged vitrified tiles for living/dining areas and bedrooms.

**PAINTING**

Interior: Two coats of emulsion paint over putty finished surface

Exterior Texture finish and weather-proof emulsion paints.

**TOILETS**

Designer tiles for flooring, glazed ceramic tiles dado up to 7ft height in toilets, CPVC plumbing lines, all CP fittings of reputed brand. Sanitary ware of reputed brands, Wall mounted EWCs with concealed flush tank/valve, single lever hot and cold mixer with shower of reputed brand will be installed.

**GENERATOR**

Generator Power back-up for common areas with acoustic enclosure

**FIRE**

The entire building will be fixed with firefighting equipment as per norms.

**ELECTRICAL**

3 Phase supply with multipoint connection infrastructure (individual connection/meters will be responsibility of allottee , Miniature Circuit Breakers (MCB) for each distribution board, concealed copper wiring, power outlets for air-conditioners in all bedrooms, power outlets for geysers in all bathrooms, power plugs for cooking range and chimney in kitchen, washing machine in the specified utility areas. Provision for DTH TV connections. Intercom systems.

## **Annexure V**

### **Brief Guidelines**

The Allottee agrees to do or not to do all or any of the following acts:-

1. Not to use the Demised Premises for the purpose of any trade, business, employment, service or manufacture of any description, nor as a hotel apartment or guest house, rooming house or place of public reason, nor for any other purpose other than as private residence for the use of one family only to each dwelling unit, nor shall anything be done or permitted upon the Demised Premises that shall be a nuisance to the occupants of any neighbouring property.
2. Without prior specific written permission from the Developer/Promoter, not to erect or permit to be erected any tents, trailer, shacks, tanks or temporary or accessory building or structures.
3. Without prior specific written permission from the Developer/Promoter, not to fix or place to the exterior of the Demised Premises, any aerial, antenna, antenna poles, / mats, citizen /amateur bond antenna.
4. Not to place or affix any cloths line, drying rack or similar device at such a position so that the same is visible from any road or to public view.
5. Not to use any portion of the Demised Premises which is visible form outside, as a drying or hanging area for laundry of and kind.
6. Not to do anything or maintain in or outside the Demised Premises or the common areas, anything which may become unsightly or a nuisance to the Project. In the event of a dispute, the decision of the Manager of the Maintenance Agency shall be final & binding.
7. Not to display any signage to public view on or outside the Demised Premises, except one name plaque at the main entrance in colour & of dimensions as may be prescribed by the Developer/Promoter from time to time.
8. Not to install or place any cupboards, drawers or shoe racks etc outside the Demised Premises in the corridor area or leave shoes, slippers, chappals outside the main door causing inconvenience to other residents.
9. Not to permit growth or maintenance of any weeds or other unsightly growth upon any Residential Unit and not to place or allow to be placed in public view in the Demised Premises or Outside , any refuse or unsightly object.
10. To maintain or cause to be maintained, the Demised Premises, structures thereon, improvements, appurtenances, etc. in a safe, orderly, painted and attractive condition. To ensure that all lawns, landscaping and sprinkler systems, etc are installed and maintained in a neat & orderly condition.
11. Without prior written permission of the Developer/Promoter, not to erect, maintain or use on the Demised Premises or common area(s), any recreational equipment , either permanent or temporary.
12. Without prior written permission of the Developer/Promoter, not to permanently enclose or convert to other use any driveways, parking lots, etc.
13. Without prior written permission of the Developer/Promoter and the applicable Governmental Authorities, not to cut down or remove a living tree. If any such tree is cut down, destroyed or removed, the same shall be replaced at the cost and expense of the purchase.
14. Not to keep or permit keeping at the driveway area of the Demised Premises, any trash, garbage or other waster materials, to ensure that all waste shall be kept in garbage bins, which shall be kept in a neat condition & screened form public view. The garbage bins may not be place outside any Residential Unit except for a reasonable period for the garbage pickup to be accomplished. To ensure that all trash, garbage & their containers are animal proof.
15. Not to raise, breed or keep in the Demised Premises, any animal, livestock or poultry of any kind, except normal domesticated household pets like dogs or cats, which are not ferocious. To ensure that the pets are leashed at a times while on any area outside the Demised Premises. Pets shall not be permitted on such areas as may be notified from time to time. Each pet owner shall be responsible for the removal & disposal of their Pets body waste. Any pet, which becomes a reasonable source of annoyance to other residents, may be ordered to be removed by the Developer/Promoter and the Allottee confirms that he shall have no objection to such removal. No reptile, amphibians or livestock may be kept in or on any Demised Premises.
16. Not to increase the Demised Premises in size or encroach upon common areas. The Allottee shall not change or attempt to change the designs & dimensions of the Demised premises.

17. To ensure that all utility lines& wirings, including but not limited to, electrical lines, cable television lines, telephone lines, water & sewerage located within the Demised Premises shall be located underground/concealed.
18. No commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four wheeled passenger automobile, non -commercial vans shall be placed parked or stored in the Demised Premises or in the common areas for a period of more than 8 hours unless the said vehicle is necessary in the actual construction or repair of a structure or ground maintenance.

The Allottee agrees that the Developer/Promoter may at its sole and absolute discretion alter, waive or modify any of the foregoing and other restrictions so long as their substantial character is maintained.

**WITNESSES:**

1. Signature \_\_\_\_\_

Name - Mr. \_\_\_\_\_ S/o Mr. \_\_\_\_\_  
Address - \_\_\_\_\_  
Distt \_\_\_\_\_ .Pin- \_\_\_\_\_  
Adhar No. - \_\_\_\_\_

2. Signature \_\_\_\_\_

Name - Mr. \_\_\_\_\_ S/o Mr. \_\_\_\_\_  
Address - \_\_\_\_\_  
Distt \_\_\_\_\_ .Pin- \_\_\_\_\_  
Adhar No. - \_\_\_\_\_

Drafted By: \_\_\_\_\_ .(Advocate)

Typed By : Name

Date :- \_\_\_\_\_

Place:-Prayagraj