

प्रद
21/8/25

IS 15700:2018



उ०प्र० आवास एवं विकास परिषद सम्पत्ति
प्रबन्ध कार्यालय,
ऑफिस काम्पलैक्स, सैक्टर-९ शास्त्रीनगर मेरठ

भारतीय मानक ब्यूरो

IS 15700



पत्र सं०- 2652 /सं०प्र०-मेरठ/

दिनांक- 21/8/25

सेवा में,

अधिशासी अभियन्ता
निर्माण खण्ड-मेरठ-01
उ०प्र० आवास एवं विकास परिषद,
शास्त्रीनगर, मेरठ।

विषय: उ० प्र० भू सम्पदा विनियामक प्राधिकरण (रिआ) परियोजना **different type of plotes in sector-3 jagrati vihar (vistaar) yojna-11 meerut** जनपद मेरठ अवेदन आई०डी० नं०-ID 1579605 के पंजीयन के सम्बन्ध में।

महोदय,

उपर्युक्त विषयक अपने कार्यालय पत्रांक-2450 दिनांक 19.08.2025 का सन्दर्भ ग्रहण करने का कष्ट करें,, जिसके द्वारा उ० प्र० भू सम्पदा विनियामक प्राधिकरण(रिआ) परियोजना **different type of plotes in sector-3 jagrati vihar(vistaar) yojna-11 meerut** जनपद मेरठ अवेदन आई०डी० नं०-ID 1579605 के पंजीयन हेतु **aggriment for sale** उपलब्ध कराये जाने की अपेक्षा की गयी है।

उपरोक्त के क्रम में **aggreement for sale** की प्रति तैयार कर पत्र के साथ संलग्न कर आवश्यक कार्यावाही हेतु प्रेषित है।

भवदीय

21/8/25

(सुनील कुमार शर्मा)
सम्पत्ति प्रबन्धक

पृ०सं०

/उक्त/

दिनांक

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. उप आवास आयुक्त, मेरठ जोन मेरठ, उ०प्र० आवास एवं विकास परिषद, शास्त्रीनगर, मेरठ।
2. अधीक्षण अभियन्ता मेरठ वृत्त, उ०प्र० आवास एवं विकास परिषद, शास्त्रीनगर, मेरठ।

सम्पत्ति प्रबन्धक

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उत्तर प्रदेश आवास एवं विकास परिषद

AGREEMENT FOR SALE (PLOT WITHOUT POSSESSION)


This Agreement for Sale ("Agreement") executed on this..... day of..... 2025

By and Between


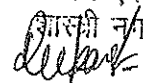
Uttar Pradesh Avas Evam Vikas Parishad, constituted under the provisions of the **The Uttar Pradesh Avas Evam Vikas Parishad Adhiniyam, 1965** having its registered office at 104, Mahatma Gandhi Marg, Lucknow and its corporate office at **SECTOR-9, SHASTRI NAGAR, OFFICE COMPLEX, MEERUT (PAN AAAJU0103A)**, represented by **UPAVP** its authorized signatory **EMO** authorized vide board resolution dated **02-07-2024** hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).


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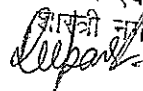
<p>Mr. / Ms. ALLOTTEE NAME (Aadhar No) son / daughter of aged about residing at (PAN-.....), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).</p>	
<p>WHEREAS:</p>	
A.	The Promoter is the absolute and lawful owner of [khasra nos./survey nos.] [Please insert land details as per local laws] UPAVP totally admeasuring.....square meters situated at SEC-3, JAGRITI VIHAR (EXT.) in Tehsil & District MEERUT
B.	The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising. PLOT and the said project shall be known as' DIFFERENTS TYPES OF PLOTS IN SECTOR-3, JAGRITI VIHAR (VISTAAR), YOJNA NO-11, MEERUT.
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 UPAVP has granted the commencement certificate to develop the Project vide approval dated bearing registration No
E.	The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment, plot or building, as the case may be, from UPAVP. 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 provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at LUCKNOW on UP under registration No
G.	The Allottee had applied for an PLOT in the Project. vides application No dated and has been allotted PLOT No having area of square meters
H.	The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
I.	VIDE LETTER NO DATED AND REGISTRATION BOOKLET [Please enter any additional disclosures/details];
J.	The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
K.	The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;


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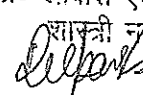
L.	In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking Cif applicable) as specified in Para G.	
NOW 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 G.	
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 Plot area is Rs-71,680.00/Sqm. with Freehold (Rupees only ("Total Price") (Give break up and description):	
	PLO No SECTOR-3, JAGRITI VIHAR (EXT.), MEERUT PLOT Area-.....	Rate of Land - Rs- per square meter.
	Total price (in rupees)	
	* Note: The Promoter shall Provide Common Areas, taxes and maintenance breakup of the amounts such as cost of plot, proportionate cost of charges as per Para 11 etc., if/as applicable.	
	[AND] [if/as applicable]	
	Garage/Covered Parking-1	YES
	Garage/Covered	NA


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Parking-2		
Total price (in rupees)		<u>NIL</u>
[OR]		
Plot No	Rate of Plot Rs-..... per sq. meter	
Type/Area-..... Sqm		
Total price (in rupees)		
*Note: The Promoter shall Provide breakup of the amounts such as cost of plot, proportionate cost of Common Areas, taxes and maintenance charges as per Para 11 etc., if/as applicable. [AND] [if/as applicable]		
Garage/Covered Parking-1	NA	
Garage/Covered Parking-2	NA	
Total price (in rupees)		<u>NIL</u>
Explanation:		
(i)	The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the [Apartment/Plot];	
(ii)	<p>The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the Allottee and the Project to the association of Allottees or the competent authority; as the case may be, after obtaining the completion certificate:</p> <p>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:</p> <p>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;</p>	


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		(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 [Plot] 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 [Plot] and the Project.
	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 Schedule C ("Payment Plan").
	1.5		The Allottee to any Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject revision/withdrawal, once granted to an Allottee by the Promoter
	1.6		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 Schedule D and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, 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



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		minor changes or alterations as per the provisions of the Act.
	1.7	[Applicable in case of an Plot] 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/occupancy certificate (as applicable) 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 Schedule C. 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.
	1.8	Subject [Plot] to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the as mentioned below
	(i)	The Allottee shall have exclusive ownership of the [Plot];
	(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 after duly obtaining the completion certificate from the competent authority as provided in the Act;
	(iii)	That the computation of the price of the [Plot] 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 [Plot] and the Project;
	(iv)	The Allottee has the right to visit the Project site to assess the extent of development of the Project and his plot, as the case may be.
	1.9	It or only is made clear by the Promoter and the Allottee agrees that the [Plot] along with garage/covered Project except facilities parking shall be treated as a single indivisible unit for all purposes. It is agreed that the is an independent, self-contained Project covering the said Land and is not a part of any other project zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Allottees of the Project.
		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

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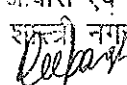
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Secretary

		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.
		The Allottee has paid a sum of Rs- (Rupees only) as booking amount being which [Plot] within Provided interest part payment towards the Total Price of the [Plot] at the time of application the receipt of the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter the time and in the manner specified therein: that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay 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 [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'UPAVP' payable at MEERUT
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


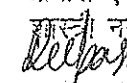

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		Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of 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/Plot], if any, in his/her name and the Allottee undertakes 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/Plot] to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be. <u>Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan")</u>
6.	CONSTRUCTION OF THE PROJECT:	
		The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Plot] 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 the bye-laws, FAR and density norms and provisions prescribed by the UPAVP [Please insert the relevant State laws] and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
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 and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Plot] along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on RERA REGISTRAION 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


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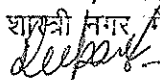
		<p>then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Plot]:</p> <p>Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, 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.</p> <p><u>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.</u></p>
	7.2	<p>Procedure for taking possession - The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the [Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable):</p> <p>[Provided that, in the absence of <u>Applicable Law</u> 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/occupancy certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the Late fee maintenance charges as determined by the UPAVP, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the plot, as the case may be, to the Allottee at the time of conveyance of the same.</p>
	7.3	<p>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,</p> <p><u>such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs./- per day till actual date of possession in addition to maintenance charges as specified in para 7.2</u></p>
	7.4	<p>Possession by the Allottee - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the [Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the</p>


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		competent authority, as the case may be, as per the <u>Applicable Law</u> : [Provided that, in the absence of any <u>Applicable Law</u> the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate-(as applicable)].
	7.5	Cancellation by Allottee - The Allottee 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 reallocation of the 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 reallocation
	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 [Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (i) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due: Provided that where if the Allottee does not 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.
8.	REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:	
	The Promoter hereby represents and warrants to the Allottee as follows:	
	(i)	The [Promoter] has 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 Promoter has lawful rights and requisite approvals from the competent Authorities

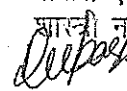
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		to carry out development of the Project;
	(iii)	There are no encumbrances upon the said Land or the Project;[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
	(iv)	There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Plot];
	(v)	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 Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and [Plot] 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 Promoter has not entered into any agreement for sale/lease 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 [Plot] 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 [Plot] 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 [Plot] 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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of 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 Promoter in respect of the said Land and/or the Project.
9.	EVENTS OF DEFAULTS AND CONSEQUENCES:	


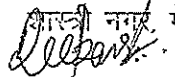

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9.1	Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
(i)	Promoter fails to provide ready to move in possession of the [Plot] to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the plot 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 there under.
9.2	In case of Default by Promoter under the conditions listed above a <u>non defaulting</u> 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 <u>equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%</u> unless provided otherwise under the Rules, within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, 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 <u>2 (two)</u> - 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 <u>equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%</u> 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 <u>3 (three)</u> consecutive months after notice from the Promoter in this regard, the


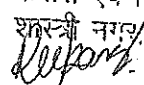

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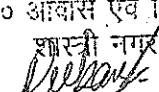
	Promoter may cancel the allotment of the [Plot] in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit; Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
10.	CONVEYANCE OF THE SAID APARTMENT:
	The Promoter, on receipt of Total Price of the [Plot] as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the 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/occupancy certificate (as applicable)]. 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! PROJECT:
	The Promoter maintenance project. the Total However, shall be responsible to Provide and maintain essential services in the Project till the taking over of the of the Project by the association of Allottees upon the issuance of the completion certificate of the The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in Price of the [Plot] However if the Association of Allottees is not formed within 1 year of completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.
12.	DEFECT LIABILITY:
	It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale/lease 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 <u>or the date of obligation of the promoter to given possession to the allottee, whichever is earlier,</u> 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.
13.	RIGHT TO ENTER:
	The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted


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	access of all Common Areas, garages/covered 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 [Plot] 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.	COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:
	The Parties are entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
15.	PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:
	After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Plot] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Plot].
16.	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.
17.	RIGHT TO AMEND
	This Agreement may only be amended through written consent of the Parties.
18.	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.
19.	WAIVER NOT A LIMITATION TO ENFORCE:
19.1	The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
19.2	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.
20.	SEVERABILITY:


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	If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.
21. 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.
22. PLACE OF EXECUTION:	
	The execution of this Agreement shall be complete only upon its execution by the upavp through its authorized signatory at the upavp Office, or at some other place,* which may be mutually agreed between the upavp and the Allottee in Meerut after the Agreement is duly executed by the Allottee and the upavp with the execution the said Agreement shall be registered at the office of the Sub-Registrar 1 st 2 nd , 3 rd , 4 th at Meerut. (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Meerut.
23. 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 of Allottee - (Allottee Address) - EMO Office UPAVP Meerut (Address) Office Complex, Sector-9, Shastri Nagar, Meerut-250004 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


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	have been received by the Promoter or the Allottee, as the case may be.
24. 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.
25. 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 /Lease 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/Lease or under the Act or the Rules or the Regulations made there under
26. 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 there under including other Applicable Laws of India for the time being in force.
27. 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.
[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]	
IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at.....(city/town name) in the presence of attesting witness, signing as such on the day first above written.	
SIGNED AND DELIVERED BY THE WITHIN NAMED:	
Allottee: (including joint buyers)	
(1) Signature.....	Please affix photograph and sign across the photograph
Name	
Address	
.....	
.....	


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SIGNED AND DELIVERED BY THE WITHIN NAMED:		
UPAVP:		
(1) Signature..... EM Office UPAVP MEERUT (Address) Office Complex, Sector-9, Shastri Nagar, Meerut-250004 .		Please affix photograph and Address sign across the photograph
At Meerut in the presence of: WITNESSES:		
Signature..... Name Address		
Signature..... Name Address		
* or such other certificate by whatever name called issued by the competent authority.		
SCHEDULE 'A'	PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS	
SCHEDULE 'B'	FLOOR PLAN OF THE APARTMENT	
SCHEDULE 'C'	PAYMENT PLAN	
SCHEDULE 'D'	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)	
SCHEDULE 'E'	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)	
[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]		


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