

AGREEMENT FOR SALE

****THIS AGREEMENT FOR SALE**** (hereinafter referred to as the **"**Agreement**"**) executed on this [Day] day of [Month], [Year]

****BY AND BETWEEN****

[M/s. [Promoter's Name], a [Company/Partnership Firm/Proprietorship]] having PAN [PAN Number], represented by its authorized signatory [Name of Authorized Signatory], S/o [Father's Name], aged about [Age] years, residing at [Address], (Aadhaar No. [Aadhaar Number]), hereinafter referred to as the **"**Promoter**"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the ****FIRST PART****;

****AND****

[Mr./Mrs./M/s. [Allottee's Name]], S/o / W/o / D/o [Father's/Spouse's Name], aged about [Age] years, residing at [Address], (PAN [PAN Number], Aadhaar No. [Aadhaar Number]), hereinafter referred to as 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) of the ****SECOND PART****.

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

DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires:

- (a) **"**Act**"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **"**Authority**"** means the Uttar Pradesh Real Estate Regulatory Authority established under the Act;
- (c) **"**Government**"** means the Government of Uttar Pradesh;
- (d) **"**Rules**"** means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016;
- (e) **"**Regulations**"** means the regulations made under the Act;
- (f) **"**Section**"** means a section of the Act;
- (g) **"**Plot**"** means the residential/commercial plot bearing No. [Plot Number], admeasuring [Area in Sq. Mtrs./Sq. Yds.], situated in the Project, more particularly described in Schedule A;
- (h) **"**Project**"** means the real estate project named **"Agroha Town"** being developed on land situated at Village Barethi, Tehsil Nawabganj, District Barabanki, Uttar Pradesh;
- (i) **"**Common Areas**"** shall have the same meaning as assigned to it in Section 2(n) of the Act;

(j) **"**Total Price**"** means the total sale consideration for the Plot as specified in Schedule B.

WHEREAS

- A. The Promoter is the absolute owner of the land admeasuring [Total Land Area] Sq. Mtrs., situated at Village Barethi, Tehsil Nawabganj, District Barabanki, Uttar Pradesh (hereinafter referred to as the **"**Said Land**"**), having acquired the same vide registered Sale Deed No. [Deed Number] dated [Date] registered at the office of Sub-Registrar, Nawabganj, Barabanki.
- B. The Said Land is earmarked for the purpose of development of a plotted residential colony known as "Agroha Town" (the Project) and the layout plan/sanctioned plan for the Project has been approved by the competent authority vide approval No. 619/MAP/ Z.P./2025-26 dated 11-06-2025.
- C. The Promoter has obtained all necessary approvals, permissions, and registrations required under Applicable Laws for the development and sale of plots in the Project, including registration with the Authority under RERA vide Registration No. [RERA Registration Number] dated [Date].
- D. The Allottee has applied for allotment of the Plot in the Project vide application dated [Date] and has been allotted the Plot having applied for the same after examining the Project documents, layout plans, specifications, and terms and conditions.
- E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- F. 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.
- G. 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 appearing hereinafter.
- H. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot.

****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 **Subject Matter of Agreement** – 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 Schedule A.
- 1.2 **Total Price** - The Total Price for the Plot is Rs. [Amount in Figures]/- (Rupees [Amount in Words] only) exclusive of GST and other taxes, as per the break-up in Schedule B. The Allottee shall bear and pay GST and other applicable taxes.

****Explanation:****

- 1.2.1 The Total Price includes the booking amount paid by the Allottee.

- 1.2.2 The Total Price excludes Taxes payable by the Promoter up to the date of handing over possession. Any increase in Taxes after the scheduled completion date shall not be charged to the Allottee.
- 1.2.3 The Promoter shall intimate the Allottee in writing of the amounts payable and provide details of Taxes.
- 1.3 **Escalation** - The Total Price is escalation-free, except for increases due to development charges levied by competent authorities, which shall be intimated with supporting documents. No new impositions after the scheduled completion date shall be charged.
- 1.4 **Payment Plan** - The Allottee shall make payments as per the Payment Plan in Schedule B.
- 1.5 **No Alterations** - The Promoter shall not make additions or alterations in the sanctioned plans, layout plans, or specifications without the Allottee's prior written consent.

2. SPECIFICATIONS AND AMENITIES

The Promoter shall develop the Project in accordance with the specifications and amenities as detailed in Schedule C. The Allottee shall have undivided proportionate share in the Common Areas.

3. OBLIGATIONS OF THE PROMOTER

- 3.1 The Promoter shall develop and complete the Project in accordance with the sanctioned plans, specifications, and timelines.
- 3.2 The Promoter shall obtain all necessary approvals and permissions from the competent authority.
- 3.3 The Promoter shall execute and register the Sale Deed in favor of the Allottee within [Number] months from the date of allotment, subject to full payment by the Allottee.
- 3.4 The Promoter shall maintain the Common Areas until handover to the Association of Allottees.

4. OBLIGATIONS OF THE ALLOTTEE

- 4.1 The Allottee shall make all payments as per the Payment Plan without delay.
- 4.2 The Allottee shall use the Plot for residential purposes only and comply with all Applicable Laws, rules of the Association, and bye-laws.
- 4.3 The Allottee shall bear all costs of conveyance, including stamp duty and registration charges.

5. POSSESSION

- 5.1 The Promoter shall offer possession of the Plot upon registration and subject to full payment. The Promoter shall issue a Possession Notice to the Allottee, specifying the date for handing over possession. The Allottee shall take possession within 30 days from the Possession Notice.
- 5.2 In case of delay in possession attributable to the Promoter, the Promoter shall pay interest at MCLR + 2% per annum on the amounts paid by the Allottee.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Promoter represents that it has clear title to the Said Land, necessary rights to develop and sell the Plot, and has complied with all RERA requirements.
- 6.2 The Allottee represents that he/she has examined the title documents and is satisfied with the same.

7. EVENTS OF DEFAULT AND CONSEQUENCES

- 7.1 **Default by Allottee** - If the Allottee defaults in payments, the Promoter may terminate the Agreement after 15 days' notice and forfeit the amount as mentioned in Customer Application

Form as liquidated damages. The balance shall be refunded without interest as per Customer Application Form.

7.2 **Default by Promoter** - If the Promoter defaults, the Allottee may terminate the Agreement and receive a full refund with interest at MCLR + 2% per annum.

8. CONVEYANCE

8.1 Upon full payment, the Promoter shall execute the Sale Deed conveying absolute ownership of the Plot and proportionate share in Common Areas.

8.2 The Allottee shall bear all costs of execution and registration.

9. MAINTENANCE

9.1 The Allottee shall enter into a Maintenance Agreement with the Promoter or the Maintenance Agency for upkeep of Common Areas.

9.2 The Allottee shall pay proportionate Maintenance Charges from the date of possession.

10. FORCE MAJEURE

Neither Party shall be liable for delays due to Force Majeure events as defined in the Act. The Promoter shall inform the Authority of such events.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of India, and any disputes shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996, with venue at [City], or before the Authority as per the Act.

12. NOTICES

All notices shall be in writing and sent to the addresses specified herein.

13. ASSIGNMENT

The Allottee shall not assign this Agreement without the Promoter's prior written consent. The Promoter may assign with notice to the Allottee.

14. MISCELLANEOUS

14.1 **Severability** - If any provision is invalid, the remaining provisions shall remain effective.

14.2 **Waiver** - No waiver of any breach shall constitute a waiver of subsequent breaches.

14.3 **Entire Agreement** - This Agreement constitutes the entire understanding between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

****PROMOTER****

[Signature]

[Name]

[Designation]

****ALLOTTEE****

[Signature]

[Name]

****Witnesses:****

1. [Name & Signature]

2. [Name & Signature]

SCHEDULE A: DESCRIPTION OF PLOT

Plot No.: [Number]

Area: [Area] Sq. Mtrs.

Location: [Specific Location within Project]

Boundaries: North - [], South - [], East - [], West - [].

SCHEDULE B: PAYMENT PLAN AND TOTAL PRICE BREAK-UP

S. No.	Particulars	Amount (Rs.)	Timeline
1.	Booking Amount	[Amount]	At Booking
2.	Within 30 Days	[Amount]	Within 30 Days
...
Total		[Total Price]	

Taxes: GST @ [Rate]% extra.

SCHEDULE C: SPECIFICATIONS AND AMENITIES

- Layout Plan: As approved by [Authority].
- Roads: [Width] wide internal roads.
- Amenities: Parks, drainage, electricity, water supply, boundary wall, etc. as per sanctioned plan.