

## AGREEMENT FOR SALE / LEASE

This Agreement for Sale/lease ("Agreement") executed on this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), 20\_\_\_\_\_

**By and between**

**(If the promoter is a Company)**

**A C C Builders** (CIN No \_\_\_\_\_), a company incorporated under the provisions of the Indian Partnership Act, 1932, as the case may be), having its registered office at **Shop No. 7, pt Floor Sai Complex, Budh Bazar, Station Road, Moradabad - 244001** and its corporate office at **Shop No. 7, pt Floor Sai Complex, Budh Bazar, Station Road, Moradabad - 244001, India** (PAN No.- **AAJFA1358C**) represented by its authorized signatory **Mr. Madan Lal Chhabra** (Aadhar No.- **9460 3796 4498**) authorized vide board resolution dated \_\_\_\_\_ 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.)

**AND**

**ACC Township and Land Development** (CIN No \_\_\_\_\_), a company incorporated under the provisions of the Indian Partnership Act, 1932, as the case may be), having its registered office at **PILIKOTHI CIVIL LINES, MORADABAD-244001, U.P., India** and its corporate office at **PILIKOTHI CIVIL LINES, MORADABAD-244001, U.P., India** (PAN No.- **AAJFA1359D**) represented by its authorized signatory **Mr. Manoj Kumar Ahuja** (Aadhar No.- **5257 8386 3661**) hereinafter referred to as the "**Co-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.)

**OR**

**(If the Allottee is a Partnership Firm)**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_ (Aadhar No \_\_\_\_\_) authorized vide \_\_\_\_\_ hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

**OR**

**(If the Allottee is an Individual)**

Mr. / Ms. \_\_\_\_\_ (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).

**OR**

**(If the Allottee is a HUF)**

Mr. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Please insert details of other Allottee(s), in case of more than one Allottee)

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

**DEFINITIONS:**

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

- (a) "Act" means the Real Estate (Regulation and Development) Act,2016(16of2016)
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority
- (c) "Government" means the Government of Uttar Pradesh.
- (d) "Rules" means the Real Estate (Regulation and Development) Amendment) Rules,2016asamendedfromtimeto time
- (e) "Regulations" means the Regulations made under the Real Estate (RegulationandDevelopmentAct,2016;
- (f) "section" means a section of the Act.

**WHEREAS:**

<b>A.</b>	The Promoter and Co-Promoters is the absolute and lawful owner of Khasara no. 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145 and 146 totally admeasuring 8281.00 square meters situated at Village Mukrabpur Ahatmali Tehsil Moradabad District Moradabad PIN 244001 ("Said Land") vide sale/lease deed(s) dated _____ registered in the office of sub - Registrar ..... in book no-1, Volume ..... at pages ..... as documents No. .... on dated .....
<b>B.</b>	The said land is remarked for the purpose of plotted development of a (Commercial / Residential / Any other purpose) Project, comprising <b>25 Residential Plots</b> and (insert any other components of the project) and the said Project shall known as " <b>SAI GARDEN ENCLAVE</b> " (Project); Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial / residential development shall be permitted unless it is a part of the plan approved by the competent authority;
<b>C.</b>	The Promoter and Co-Promoters are 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;
<b>D.</b>	The <b>Moradabad Development Authority</b> [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated <b>14 November 2025 bearing registration No. Plotted Resi development / Plotted Housing/03722/MBDA/LD/24-25/0659/20082025 with File No. MBDA/LD/24-25/0659</b>
<b>E.</b>	The Promoter and Co-Promoters 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 <b>Moradabad Development Authority</b> [Please insert the name of the concerned competent authority] The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable:
<b>F.</b>	The Promoter and Co-Promoters has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on _____ under registration No. _____
<b>G.</b>	The Allottee had applied for a plot in the Project vide application No _____ dated _____ and has been allotted plot no _____ having area of _____ square meters (_____ square feet) and plot for garage/covered parking admeasuring _____ square feet (if applicable) in the _____ (Please insert the location of the garage/covered parking), as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defined under

	clause (d) of Rule 2 (hereinafter referred to as th "Plot" more particularly described in Schedule A);
<b>H.</b>	The allottee has been allocated slot no _____ in the open parking area free of cost to be ratified by resident Welfare Association.
<b>I.</b>	The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
<b>J.</b>	_____ [Please enter any additional disclosures/details:]
<b>K.</b>	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;
<b>L.</b>	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;
<b>M.</b>	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 (if 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 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.	
1.1.3	The total Price for the Plot, based on the carpet area is Rs. _____ (Rupees _____ only) ("Total Price") (Give break- up and description):	
	Plot No. _____ Type _____	Rate of Plot _____ per square meter (Rs. _____ per square foot) *
	Total Price (in rupees)	

**Explanation:**

	<b>(i)</b>	The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot;
	<b>(ii)</b>	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 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:  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;
	<b>(iii)</b>	The Promoter and Co-Promoters 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 and Co-Promoters 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;
	<b>(iv)</b>	The Total Price of Plot includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity, 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
	<b>1.3</b>	<p>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 and Co-Promoters 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 and Co-Promoters 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:</p> <p>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</p>
	<b>1.4</b>	The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan")
	<b>1.5</b>	The Promoter and Co-Promoters may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter
	<b>1.6</b>	<p>It is agreed that the Promoter and Co-Promoters 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 Plot, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:</p> <p>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</p>
	<b>1.7</b>	Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
	<b>(i)</b>	The Allottee shall have exclusive ownership of the Plot;
	<b>(ii)</b>	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 the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity, maintenance charges(as per Para 1 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 is made clear by the Promoter and Co-Promoters and the Allottee agrees that the Plot along with ____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities <u>other than declared as independent areas in deed of declaration</u> shall be available only for use and enjoyment of the Allottees of the Project
	1.10	The Promoter and Co-Promoters are agrees to pay all outgoings before transferring the physical possession of the Plot 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 and Co-Promoters 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 there for by such authority or person
	1.11	The Allottee has paid a sum of Rs. _____ only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [Schedule C] 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
<b>2.</b>	<b>MODE OF PAYMENT:</b>	
		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 drat /bankers cheque or online payment (as applicable) in favour of _____ 'payable' at _____
<b>3</b>	<b>COMPLIANCE OF LAWS RELATING TO REMITTANCES:</b>	
	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 there under 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 and Co-Promoters to fulfil 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
	<b>3.2</b>	The Promoter and Co-Promoters accepts no responsibility in regard to matters specified in Para3.1 above. The Allottee shall keep the Promoter and Co-Promoters 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, ii shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter and Co-Promoters immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter and Co-Promoters 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
<b>4</b>	<b>ADJUSTMENT/APPROPRIATION OF PAYMENTS:</b>	
		The Allottee authorizes the Promoter to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner
<b>5</b>	<b>TIME IS ESSENCE:</b>	
		The Promoter and Co-Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case maybe.  <u>Similarly, the Allottee shall make timely Payments of the instalment 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 and Co-Promoters as provided in Schedule-C ("Payment Plan")</u>
<b>6</b>	<b>CONSTRUCTION OF THE PROJECT / APARTMENT:</b>	
		The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the 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 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 _____ 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
<b>7</b>	<b>POSSESSION OF THE APARTMENT/PLOT:</b>	
	<b>7.1</b>	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 and Co-Promoters assures to hand over possession of the Plot along with ready and complete Common Areas with all specifications, amenities and facilities of the

	<p>Project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the Completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 120days from that date. The Promoter and Co-Promoters 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 Co-Promoters and that the Promoter and Co-Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.</p> <p><u>In case the project and Co-Promoters are developed in phases; it will be the duty of the promoter and Co-Promoters to maintain those common areas and facilities which are not complete and hand over all the common areas and facilities to the RWA once all phases are completed. The promoter and Co-Promoters shall not charge more than the normal maintenance charges from the allottees</u></p>
7.2	<p><b>Procedure for taking possession</b> - The Promoter and Co-Promoters, 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 and Co-Promoters 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 fulfilment of any of the provisions, formalities, documentation on part of the Promoter and Co-Promoters. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Co-Promoters /association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter and Co-Promoters shall handover the completion certificate/occupancy certificate (as applicable) of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same</p>
7.3	<p><b>Failure of Allottee to take Possession of Plot</b> - Upon receiving a written intimation from the Promoter and Co-Promoters as per Para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall <u>be liable to pay to the promoter and Co-Promoters holding charges at the rate of Rs.1/- per month per sq. ft. per month of plot area (in case of plot) for the period beyond 3 month till actual date of possession in addition to maintenance charges as specified in para 7.2</u></p>
7.4	<p><b>Possession by the Allottee</b> - 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 competent authority, as the case may be, as per the <u>Applicable Law</u>:</p>

		[Provided that, in the absence of any Applicable Law, the Promoter and Co-Promoters 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)]
	<b>7.5</b>	<b>Cancellation by Allottee</b> - 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 and Co-Promoters, the Promoter and Co-Promoters herein is entitled to forfeit the booking amount paid for the allotment. The promoter and Co-Promoters shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter and Co-Promoters 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 UPRERA on the date of re-allotment
	<b>7.6</b>	<b>Compensation</b> -The Promoter and Co-Promoters shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project and Co-Promoters are being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.  Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account 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 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 with in forty-five days of it becoming due
<b>8</b>	<b>REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:</b>	
	The Promoter hereby represents and warrants to the Allottee as follows:	
	<b>(i)</b>	The [Promoter and Co-Promoters] 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;
	<b>(ii)</b>	The Promoter and Co-Promoters has law full rights and requisite approvals from the competent Authorities to carryout development of the Project;
	<b>(iii)</b>	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]
	<b>(iv)</b>	There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot;
	<b>(v)</b>	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 and Co-Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected;
	(vii)	The Promoter and Co-Promoters 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 and Co-Promoters 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 and Co-Promoters has duly paid and shall continue to pay 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 Plot, as the case may be, along with Common Areas(equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
	(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 served upon the Promoter in respect of the said land and / or the Project;
<b>9</b>	<b>EVENTS OF DEFAULTS AND CONSEQUENCES:</b>	
	<b>9.1</b>	Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
	(i)	Promoter and Co-Promoters 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 with in the stipulated limed is closed 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 and Co-Promoters business as a developer on account of suspension or revocation of his registration under the provisions of the Actor the Rules or Regulations made there under
	<b>9.2</b>	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 and Co-Promoters. 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</u>

		<p><u>(Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rule</u> within forty-five days of receiving the termination notice.</p> <p>Provided that where an Allottee does not intend to withdraw from Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in rules, for every month of delay till the handing over the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due</p>
	<b>9.3</b>	The Allottee shall be considered under a condition of default, on the occurrence of the following events:
	<b>(i)</b>	In case the Allottee fails to make payments for 2 (two) consecutives demands made the Promoter and Co-Promoters 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 and Co-Promoters 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% unless provided otherwise under the rules.</u> The Promoter and Co-Promoters must not be default to take benefit;
	<b>(ii)</b>	In case of Default by Allottee under the condition listed above continues for the period beyond 3 (three) consecutive months after notice from the Promoter and Co-Promoters in this regard, the Promoter and Co-Promoters 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 there upon stand terminated. The Promoter and Co-Promoters must not be in default to take this benefit.
		Provided that the Promoter and Co-Promoters shall intimate the Allottee about such termination as least thirty days prior to such termination.
<b>10</b>	<b>CONVEYANCE OF THE SAID PLOT:</b>	
		The Promoter and Co-Promoters, on receipt of Total Price of the Plot as per Para1.2 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 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/occupancy certificate (as applicable)]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges with in the period mentioned in the notice, the Allottee authorizes the Promoter and Co-Promoters 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
<b>11</b>	<b>MAINTENANCE OF THE SAID PROJECT:</b>	
		The Promoter and Co-Promoters shall be responsible to Provide and maintain essential services in the Project till the taking over the maintenance of the Project by the association of Allotees upon the issuance of the completion certificate of the project. The cost of such maintenance <u>for 1 (one) year from the date of completion certificate</u> has been included in the Total Price of the Plot
		<u>However, if the Association of Allotees 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 Allotees once it is formed</u>
<b>12</b>	<b>DEFECT LIABILITY:</b>	
		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 and Co-Promoters 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 given possession to the allottee, whichever is earlier,</u> it shall be the duty of the Promoter and Co-Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event

	of Promoter and Co-Promoters'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
<b>13</b>	<b>RIGHT TO ENTER THE PROJECT FOR REPAIRS:</b>
	The Promoter and Co-Promoters /maintenance agency /association of Allottees shall have rights of unrestricted 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 in to 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
<b>14</b>	<b>USAGE:</b>
	Use of Basement and Service Areas: the basement(s) and service areas, if any as located within the _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pumps rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and  the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering
<b>15</b>	<b>GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:</b>
	<b>15.1</b> Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in Plot or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized
	<b>15.2</b> 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 Plot or place any heavy material in the common passages.
	<b>15.3</b> The Allottee shall plan and distribute its electrical load inconformity 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
<b>16</b>	<b>COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:</b>
	The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project
<b>17</b>	<b>ADDITIONAL CONSTRUCTIONS:</b>
	The Promoter and Co-Promoters undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act
<b>18</b>	<b>PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:</b>
	After the Promoter and Co-Promoters 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
<b>19</b>	<b>U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010:</b>

	The Promoter and Co-Promoters 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
<b>20</b>	<b>BINDING EFFECT:</b>
	Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter and Co-Promoters 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 _____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter and Co-Promoters 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 and Co-Promoters, then the Promoter and Co-Promoters shall serve a notice to the Allottee for rectifying the default, which is 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 refunded to the Allottee without any interest or compensation whatsoever
<b>21</b>	<b>ENTIRE AGREEMENT:</b>
	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
<b>22</b>	<b>RIGHT TO AMEND:</b>
	<u>This Agreement may only be amended through written consent of the parties</u>
<b>23</b>	<b>PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT ALOTTEES:</b>
	It is clearly understood and so agreed by and between the parties hereto that all the provisions contained therein and the obligations arising hereunder in respect of the [Apartment/Plot]. In case of a transfer, as the said obligations go along with the Plot for all intents and purposes
<b>24</b>	<b>WAIVER NOT A LIMITATION TO ENFORCE:</b>
	<b>24.1</b> The Promoter and Co-Promoters 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 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 precedent and / or binding on the Promoter to exercise such discretion in the case of other Allottees
	<b>24.2</b> 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 waiver of any provisions of the right thereafter to enforce each any every provision
<b>25</b>	<b>SEVERABILITY:</b>
	If any provision of this Agreement shall be terminated to be void or unenforceable under the act of 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 the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable the time of execution of this Agreement
<b>26</b>	<b>METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:</b>
	Wherever in this Agreement it is stipulated that the Allottee has to make payment in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Plot bears to the total carpet area of all the Plot in the Project

<b>27</b>	<b>FURTHER ASSURANCE:</b>
	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 to pursuant to any such transaction
<b>28</b>	<b>PLACE OF EXECUTION:</b>
	The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____
<b>29</b>	<b>NOTICES:</b>
	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)  M/S _____ Promoter Name _____ (Promoter Address)  It shall be the duty of the Allottee and the Promoter and Co-Promoters to inform each other of any change in address subsequently 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
<b>30</b>	<b>JOINT ALLOTTEES:</b>
	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
<b>31</b>	<b>SAVINGS:</b>
	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 construed to limit the rights and interests of the Allottee under the Agreement for Sale/Lease or under the Act or Rules or the Regulations made there under
<b>32</b>	<b>GOVERNING LAW:</b>
	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 the time being in force
<b>33</b>	<b>DISPUTE RESOLUTION:</b>
	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, <u>failing which the same shall be settled, as the case may be, through the authority or adjudicating officer appointed under the act</u>
(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 or the Act and the Rules and Regulations made there under)	
IN WITNESS WEHEREOF 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 \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Promoter:**

(1) Signature (Authorized Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES**

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

Name \_\_\_\_\_

Address: \_\_\_\_\_

2. 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'	SPECIFICATONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]	