

## उत्तर प्रदेश शासन

आवास एवं शहरी नियोजन अनुभाग-3

संख्या-1740/8-3-18-65 विविध/16

लखनऊ: दिनांक: 17 अक्टूबर, 2018

### अधिसूचना

भू-सम्पदा (विनियमन और विकास) अधिनियम, 2016 (अधिनियम संख्या 16 सन् 2016) की धारा 84 की उपधारा (2) के खण्ड (ज) और धारा 13 की उपधारा (2) के साथ पठित उक्त धारा 84 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करके राज्यपाल, निम्नलिखित नियमावली बनाते हैं, अर्थात् :-

भू-सम्पदा (विनियमन और विकास) (विक्रय/पट्टा के लिए करार) नियमावली, 2018

#### अध्याय-एक

##### प्रारम्भिक

1. संक्षिप्त नाम, प्रारम्भ और विस्तार (1) यह नियमावली उत्तर प्रदेश भू-सम्पदा (विनियमन और विकास) (विक्रय/पट्टा के लिए करार) नियमावली, 2018 कही जायेगी।
  - (2) यह गजट में प्रकाशित किये जाने की दिनांक से प्रवृत्त होगी।
  - (3) यह सम्पूर्ण उत्तर प्रदेश में लागू होगी।
2. परिभाषायें (1) जब तक संदर्भ से अन्यथा अपेक्षित न हो, इस नियमावली में, शब्द "अनुलग्नक" का तात्पर्य इस नियमावली के साथ संलग्न किसी अनुलग्नक से है।

#### अध्याय-दो

##### विक्रय/पट्टा के लिए करार

3. विक्रय/पट्टा के लिए करार (1) संप्रवर्तक और आवंटी के मध्य निष्पादित किये जाने वाले विक्रय/पट्टा के लिए करार, अनुलग्नक के अनुसार प्रपत्र में होगा।
  - (2) यथास्थिति अपार्टमेन्ट, भूखण्ड या भवन हेतु विक्रय/पट्टा के लिए करार के निष्पादन तथा रजिस्ट्रीकरण के पूर्व यथास्थिति अपार्टमेन्ट, भूखण्ड या भवन के संबंध में किसी आवेदन पत्र, आवंटन पत्र, करार या आवंटी द्वारा हस्ताक्षरित किसी अन्य दस्तावेज को विक्रय/पट्टा के लिए करार के अधीन अथवा अधिनियम या तदधीन बनायी गयी नियमावली के अधीन किसी आवंटी के अधिकारों तथा हितों को सीमित करना नहीं माना जायेगा।


(नितिन रमेश गोकर्ण)

प्रमुख सचिव।

**संख्या : 1740(1)/8-3-18-65 विविध/16-तददिनांक**

**प्रतिलिपि :-** संयुक्त निदेशक, राजकीय मुद्रणालय, ऐशबाग, लखनऊ को इस निर्देश के साथ प्रेषित कि कृपया इस अधिसूचना को दिनांक 17.10.2018 के असाधारण गजट विधायी परिशिष्ट भाग-4 खण्ड-ख में अंग्रेजी में प्रकाशित कराते हुए 5-5 प्रति सम्बन्धित विभागों तथा 100 प्रतियां आवास एवं शहरी नियोजन विभाग को उपलब्ध कराने का कष्ट करें।

आज्ञा से,


  
(राजेश कुमार पाण्डेय)  
विशेष सचिव

**संख्या : 1740(2)/8-3-18-65 विविध/16-तददिनांक**

**प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-**

1. प्रमुख सचिव, श्री राज्यपाल, उ0प्र0, लखनऊ।
2. प्रमुख सचिव, मा0 मुख्यमंत्री, उ0प्र0, लखनऊ।
3. मुख्य सचिव, उ0प्र0 शासन लखनऊ।
4. महा निबन्धक, मा0 उच्च न्यायालय इलाहाबाद।
5. समस्त अपर मुख्य सचिव/प्रमुख सचिव/सचिव, उ0प्र0, शासन लखनऊ।
6. समस्त मण्डलायुक्त, उ0प्र0।
7. समस्त जिलाधिकारी/नियंत्रक प्राधिकारी, विनियमित क्षेत्र, उ0प्र0।
8. उपाध्यक्ष, समस्त विकास प्राधिकरण, उ0प्र0/आवास आयुक्त, उ0प्र0 आवास एवं विकास परिषद, लखनऊ।
9. सचिव, उ0प्र0 भू-सम्पदा विनियामक प्राधिकरण (RERA) लखनऊ को इस आशय से प्रेषित कि उ0प्र0 भू-सम्पदा विनियामक प्राधिकरण की वेबसाइट पर उक्त अधिसूचना को अपलोड कराने का कष्ट करें।
10. मुख्य कार्यपालक अधिकारी, समस्त औद्योगिक विकास प्राधिकरण, उ0प्र0।
11. निदेशक, आवास बन्धु को इस आशय से प्रेषित कि आवास एवं शहरी नियोजन विभाग की शासकीय वेबसाइट पर उक्त अधिसूचना को अपलोड कराने का कष्ट करें।
12. गार्ड फाइल।

आज्ञा से,

  
(राजेश कुमार पाण्डेय)  
विशेष सचिव।

**Uttar Pradesh Sasan  
Avas Evam Shahri Niyojan Anubhag-3**

In pursuance of the provisions of clause (3) of Article 348 of the Constitution, the Governor is pleased to order the publication of the following English translation of Notification no 1673/Eight-3-18-65 Vividh/16, dated.12-10-2018

**NOTIFICATION**

No-1673 / Eight-3-18-65 Vividh/16

Lucknow: Dated; 12-10-2018

In exercise of the powers conferred by sub-section (1) of section 84 read with clause (h) of sub-section (2) of the said section and sub-section (2) section 13 of the Real Estate (Regulation and Development) Act, 2016 (Act no. 16 of 2016), the Governor is pleased to make the following rules, namely: —

**THE UTTAR PRADESH REAL ESTATE (REGULATION AND DEVELOPMENT) (AGREEMENT FOR SALE/LEASE) RULES, 2018**

**CHAPTER I**

**PRELIMINARY**

**Short title, commencement and extent—**(1) These rules may be called the Uttar Pradesh Real Estate (Regulation and Development) (Agreement for Sale/Lease) Rules, 2018.

(2) They shall come into force with effect from the date of their publication in the Gazette.

(3) They shall be applicable to the whole of Uttar Pradesh.

**Definitions—** In these rules, unless the context otherwise requires,-

The word "Annexure" means an annexure appended to these rules.

**CHAPTER II**

**AGREEMENT FOR SALE/LEASE**

**1. Agreement for Sale/Lease.**- (1) The Agreement for Sale/Lease to be executed between the promoter and an allottee shall be in the Form as per Annexure.

(2) Any application letter, allotment letter, agreement, or any other document signed by an allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the 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 an allottee under the Agreement for Sale/Lease or under the Act or the rules or the regulations made there under.

By order  
  
(Nitin Ramesh Gokarn)  
Principal Secretary

**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]**

\_\_\_\_ (CIN no. \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ and its corporate office at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) 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).

[OR]

**[If the promoter 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 "Promoter" (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 administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the promoter is an Individual]**

**AND [If the Allottee is a company]**

\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "Allottee" (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 administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Allottee is an Individual]**

<p>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).</p>	
[OR]	
<p><b>[If the Allottee is a HUF]</b></p>	
<p>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).</p>	
<p><i>[Please insert details of other Allottee(s), in case of more than one Allottee]</i></p>	
<p>The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".</p>	
<p><b>DEFINITIONS:</b></p> <p>For the purpose of this Agreement for Sale/lease, unless the context otherwise requires,-</p> <p>(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)</p> <p>(b) "Authority " means Uttar Pradesh Real Estate Regulatory Authority</p> <p>(c) "Government" means the Government of Uttar Pradesh.</p> <p>(d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.</p> <p>(e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;</p> <p>(f) "section" means a section of the Act.</p>	
<p><b>WHEREAS:</b></p>	
A.	<p>The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____ in Tehsil &amp; District _____ ("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 _____;</p>
[OR]	
	<p>_____ ("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____ in Tehsil &amp; District _____ ("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 _____; and the Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered in the office of sub-Registrar _____ in book No-1, Volume _____ at pages _____ as documents No. _____ on dated _____;</p>
B.	<p>The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistoried apartment buildings and [insert any other components of the Project] and the said project shall be known as ' _____ ' ("Project");</p>

	[ OR ]
	<p>The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising _____ plots and [insert any other components of the Project] and the said project shall be known as '_____' ("Project");</p> <p>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;</p>
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 _____ [Please insert the name of the concerned competent authority] 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 _____ [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;
F.	The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration No. _____;
G.	<p>The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ square meters (.....square feet), type _____, on _____ floor in [tower/block/building] No. _____ ("Building") along with</p> <p>garage/covered parking No. _____ admeasuring _____ square meters (____ square feet) 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 Areas") as defined under clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation &amp; Development) Rules, 2016," and deed of declaration submitted before the concerned authority (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as <b>Schedule B</b>);</p>
	[OR]
	<p>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 Areas") as defined under clause (d) of Rule 2 (hereinafter referred to as the "Plot" more particularly described in Schedule A);</p>
G.G	<u>The allottee has been allocated slot no _____ in the open parking area free of cost to be ratified by resident Welfare Association.</u>
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.	_____ [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;	
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 (if applicable) as specified in Para G.	
<b>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:</b>		
1.	<b>TERMS:</b>	
1.1.1	Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/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 [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):	
	Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____ Carpet Area _____	Rate of Apartment Rs. _____ per square meter (Rs. _____ per square foot)*
	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	Price for 1

	parking - 1	
	Garage/Covered parking - 2	Price for 2
	Total price (in rupees)	_____
[OR]		
	Plot No. _____	Rate of Plot Rs. _____ per square meter (Rs. _____ per square foot)*
	Type _____	
	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	Price for 1
	Garage/Covered parking - 2	Price for 2
	Total price (in rupees)	_____
<b>Explanation:</b>		
(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 <u>GST and other taxes</u> 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>	
(iii)	The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such	

		taxes/levies etc. have been imposed or become effective;
	(iv)	The Total Price of [Apartment/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 fire fighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.
1.3		<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 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:</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>
1.4		The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
1.5		The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee 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 to any revision/withdrawal, once granted to an Allottee by the Promoter.
1.6		<p>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:</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>
1.7		[Applicable in case of an apartment] 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 to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:
	(i)	The Allottee shall have exclusive ownership of the [Apartment/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

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 _____	

(1) Signature _____	Please affix photograph and sign across the photograph
Name _____	
Address _____	

**SIGNED AND DELIVERED BY THE WIT**

Promoter:

(1) Signature (Authorized Signatory) _____	Please affix photograph and sign across the photograph
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.

<b>SCHEDULE 'A' -</b>	PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
<b>SCHEDULE 'B' -</b>	FLOOR PLAN OF THE APARTMENT
<b>SCHEDULE 'C' -</b>	PAYMENT PLAN
<b>SCHEDULE 'D' -</b>	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)
<b>SCHEDULE 'E' -</b>	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]	