

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Meerut, on this day of, 2025

BY and BETWEEN

M/s INDUS VALLEY PROMOTERS LIMITED. (CIN No. U45202DL1996PLC082654), a Company incorporated under the Indian Companies Act 1956, having its Registered office at : F-6, Ground Floor, Lajpat Nagar – III, New Delhi - 42 corporate office at Rainbow Chambers, 2, P.L. Sharma Road, Meerut, (PAN : AAACI2241L) through its authorized signatory MR.DEEPAK SHARMA S/o Late Sh. I.S Sharma R/o village – Phaphunda, Meerut, Aadhar No....., authorized vide board resolution dated, hereinafter referred to as "THE PROMOTER" (which expression shall unless repugnant to the context of the meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) *This AGREEMENT is registered by power attorney holder (under section 33 of Registration Act 1908) MR.DEEPAK SHARMA S/o Late Sh. I.S Sharma R/o village – Phaphunda, Meerut, which was registered in Book No...., Volume ..., on Page/..... at Serial No..... on dated in office of Sub Registrar-I, Meerut.*

AND

Mr/Mrs----- (Aadhar No.....) Son/Daughter of -----, aged about..... resident of ----- (Mobile No.) PAN.-----, hereinafter referred to as "**THE ALLOTTEE(s)**", which express shall, unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators, successors-in-interest, legal representatives and permitted assigns.

The Promoter and Allotee hereinafter collectively to be referred as the "Parties" and individually as "Party".

DEFINITIONS:

- a. "**Act**" means the Real Estate (Regulation and Development) Act. 2016.
- 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 2016 as amended from time to time.
- e. "**Regulations**" means the regulations made under the Real Estate (Regulation and Development) Act 2016.
- f. "**Section**" means a section of the Act.

WHEREAS

- A. The Vendor is the absolute owner of the land area admeasuring 2,296 sq. mts out of Khasra Nos.545 & 546, Village Roshanpur Dorli, Pargana Daurala, Tehsil Sardhana, District Meerut, situated at Rajan Kunj, Roorkee road Meerut. (hereinafter mentioned as "the said land").

- B. WHEREAS the Vendors are the absolute owners of all that land forming out of Khasra Nos. 546 & 547 Village Roshanpur Dorli, Tehsil Sardhana, Meerut at Rajan Kunj Merut, vide the registered Sale Deed No.3919 Dated 27.06.2002 with Sub Registrar, Sardhana, District MEERUT (hereinafter mentioned as “the said land”). The said land is earmarked for the purpose of developing a Residential/Commercial project under the State TOD policy.
- C. The Said Land is earmarked for the purpose of development of commercial/residential project under the Transit Oriented Development policy of Uttar Pradesh.
- D. The Vendor has formulated a scheme/understanding for development of a project named **“Indus Central”** under the Transit Oriented Development policy for both commercial and residential units and hereinafter referred to as “the project” and thereafter procured approval of the Layout No. MDA-LD/2024-25/0276 vide Sanction Letter dated 12.11.2025 from the Meerut Development Authority, Meerut on the land area admeasuring 2,296 sq.mts out of Khasra Nos.545 & 546, situated at Rajan Kunj, Village Roshanpur Dorli, Pargana Daurala, Tehsil Sardhana, District Meerut, Roorkee road Meerut. (hereinafter mentioned as “the said land”).
- E. The Promoter has obtained the sanctioned Lay out plan, services plan and all necessary approvals for the development of the above named project from the Meerut Development Authority, Meerut. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance of Section 14-15 of the Act and other laws as applicable.
- F. The Project named **“Indus Central”** comprising of residential Units/flats/Apartments of different sizes and dimensions and commercial Units, consisting of parking area etc.,(herein after referred as the said building) and provided all utilities therein in accordance with the sanctioned lay-out plan, as mentioned above. The Said Project is registered with the Uttar Pradesh Real Estate Regulatory Authority, as Reg. No-UP RERA PRJ (hereinafter referred to as the Project).
- G. 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 the project is to be constructed or have been completed.
- H. The Meerut Development Authority, Meerut, has granted the Permission to develop the project vide Sanction Letter dated 12.11.2025

- I. The Allottee has applied for the Commercial/Residential Unit in the project via application No.---- dated-----and has been allotted Unit No.-- ----having covered areasq. mts. (.....sq.ft.) at floor in the said building.
- J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :
- K. 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.
- L. 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 laws applicable, are now willing to enter into this agreement on the terms and conditions appearing hereinafter;
- M. 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 commercial/Residential Unit No.----- .

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and 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 Unit No.----
- 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 Unit No.----- at the floor of the said building based on the total area is Rs..... (Rupees..... only) ("Total Price") :

Exclusive of applicable GST on the Unit.
- 1.1.4 Rate of shop/apartment is Rs. per square meter or Rs.----- per square feet.
- 1.1.5 Covered Area
- 1.1.6 Maintenance charge..... per sq mtrper month

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit No.-----;
 - ii. The Total Price of Unit No.---- includes internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit No.-----, water line and plumbing and includes cost for providing all other facilities, amenities and specifications to be provided within 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:
 - 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 and the allottee, agree and acknowledge that the Allottee shall have the right to the Unit No..... as mentioned below:
 - i. The Allottee shall have exclusive ownership of the Unit No.....atfloor of the said building in project "Indus Central"
 - ii. ***The Allottee shall also have undivided right to egress, ingress and uses the Common Areas***, without causing any inconvenience or hindrance to others. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees or the maintenance agency nominated in this regard.
 - iii. The Allottee has the right to visit the Project site to assess the extent of development of the Project.
 - 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building Plan and services plan without the previous written consent of the Allottee.
 - 1.7. It is made clear by the Promoter and the Allottee agrees that the Unit No..... shall be treated as a single indivisible unit for all purposes. It is agreed that the "Indus Central" is an independent, self-contained Project covering the said Land under the Transit Oriented Policy of the state. It is clarified that Project's and amenities of the Project shall be available for use and enjoyment of the Allottees of the Project.
 - 1.8. The Allottee has paid a sum of Rs.----- (Rupees only) as booking amount being part payment towards the Total Price of the Unit No.----- at the time of application the receipt of the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining balance price as prescribed in the Payment Plan [Schedule C].

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate 18% for the period of delay.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee shall make all payments, 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 '----- '

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 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 to fulfill its obligations under this Agreement. Any refund, transfer of security, if Wage 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.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way. 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 Unit No....., 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. 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 as provided in **Schedule C** ("Payment Plan").

6. CONSTRUCTION/DEVELOPMENT OF PROJECT.

The allottee has seen the sanctioned layout, services, amenities and facilities and accepted them as approved by the Development Authority. The Promoter shall develop the project in accordance to the sanctioned Building plan and the bye laws applicable thereto.

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession- The Promoter agrees and understands that timely delivery of possession of the Unit No... to the Allottee, as is the essence of the Agreement. The Promoter assures to hand over possession of the Unit and shall complete development of Common Areas of the Project on or before, 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 Unit No. ... :

Provided that such force majeure conditions are not of a nature which makes it impossible for the contract to be implemented, then this allotment shall stand terminated and the Promoter shall refund to the allottee the entire amount received by the Promoter within 120 days from the date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

7.2 Procedure for taking possession - The Promoter shall hand over the possession of the Unit No.---, to the Allottee on the completion of the development works and issuance of the completion certificate or at the time of execution of the conveyance/sale deed or on the demand of Allottee of the Unit No..... All expenses towards Stamp duty, registration charges, legal charges, service tax, cess, etc. and other all incidental charges required for execution and registration of this deed shall be borne solely by the Allottee. The conveyance/sale deed shall be executed within 3 months of the completion certificate or the payment of the entire consideration amount of the plot, on the demand of Allottee.

7.3 Failure of Allottee to take Possession of the Unit - Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Possession of Unit No.--- from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. In case the Allottee fails to take possession within the time provided, such Allottee shall be liable to pay to the promoter holding charges at the rate specified as Rs..... per sq.fts. of area for the period beyond 3 months till actual date of possession in addition to maintenance charges.

7.4 Obligations of Allotees

That the Allottee has undertaken to abide by all prevailing laws rules and regulations or any other laws as may be made applicable to the Unit No....The Allottee shall not make any constructions/alterations in the Unit.

That the Allottee shall not use or permit the said Plot No... to be used for purpose other than the allocated purpose or for any purpose which may cause nuisance or annoyance to occupiers of other units in the building or for any illegal or immoral purpose or to cause anything to be done in or around "the said Unit" which tend to cause damage to any premises adjacent to, or in any manner interfere with the use thereof or of space, areas, passages or amenities available for common use.

That the Allottee agrees and undertakes that they shall have no right to object to the construction or continuing with the construction of the other units/building in the said building and the Allottee shall not be allowed to open any window/gate or exhaust towards the open/park area side of the said plot, in any manner whatsoever.

That the Allottee or the Maintenance agency nominated for maintenance and upkeep of the common areas and facilities until these are handed over to some other body corporate or Govt. Department. The maintenance charges, as determined by the aforesaid body or agency nominated by the Promoter or the allottees, as the case may be, shall be borne and payable.

That the Allottee do hereby agree to pay the maintenance charges/services charges alongwith any tax if applicable, to the Promoter and shall not in any manner, whatsoever encroach upon the common land areas or facilities and services. All encroachments made by the Allottee shall be liable to be removed, at their cost.

7.4 Cancellation Of Allotment 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 shall be entitled to forfeit the booking amount paid for the allotment.

7.5 Compensation —

The Promoter shall compensate the Allottee in case of any actual loss caused to his ownership or possession of the said Unit, due to defective title of the promoter 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.

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 to carry out development of the Project.
- iii. There are no encumbrances upon the said Land or the Project;
- iv. There are no order or judgement or Injunction of any Court of Law, Authority or Tribunal against the Promoter, said land or project, effective on date, that would bar the Promoter from exercising its rights or powers to allot or sale the Unit No.... or developing the said Land.
- v. 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;
- vi. 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 Unit which shall, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee at the time of execution of the conveyance deed or the payment of the entire consideration amount, whichever is earlier.
- viii. 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.
- ix. 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:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- i. 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 non-defaulting Allottee is entitled to the following:

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Allottee fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount.
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after

notice from the Promoter in this regard, the Promoter may cancel the allotment of the House 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;

10. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of Total Consideration of the Unit No....under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit within 3 months from the date of issuance of the completion certificate or the possession on clearing the entire payment, whichever is earlier.

[Provided that, 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 PROJECT:

The Promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of the Project by the nominated maintenance agency or upon the issuance of the completion certificate of the project.

However, the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance in lieu of price escalation for the purpose of the maintenance.

12. USAGE:

Use of Service Areas: The 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, underground water tanks, pump rooms etc, maintenance and as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for other permitted uses as per sanctioned plans.

13. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 15.1 The Allottee shall, after taking possession, be solely responsible to construct a House at his/her own cost and keep the same in good repair and condition and shall not do or suffer to be done anything in or the House, or the compound which may be in violation of any laws or rules of any authority.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the said Plot or the House constructed thereupon or anywhere on the exterior of the Project, buildings therein or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the House or place any heavy material in the common passages or staircase of the Building.

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

The Parties are entering into this Agreement for the allotment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit No.---and if any such mortgage or charge is 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.

19. BINDING EFFECT:

The Promoter and the Allottee may get this Agreement registered before the concerned Sub-Registrar at Sardhana, Meerut as and when intimated by the Party with 30 (thirty) days prior notice of any such date of appearance.

20. 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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee, in case of transfer, for all intents and purposes.

21. WAIVER NOT A LIMITATION TO ENFORCE:

- 21.1 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 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.

21.2 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.

22. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter.

That all expenses towards Stamp duty, registration charges, legal charges, service tax, cess, etc. and other all incidental charges required for execution and registration of this Agreement/deed shall be borne solely by the Allottee.

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 as specified:

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

24. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

IN WITNESS WHERE OF parties hereinabove named have set their respective hands and signed this Agreement for Sale at **MEERUT** 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

Photograph

Name
Address

(2)Signature

Photograph

Name
Address

SIGNED AND DELIVERED BY :

Promoter: Indus Valley Promoters Ltd.

Signature (Authorized Signatory)

Name

Address

Photograph

Signed across

At Meerut on..... in the presence of:

WITNESSES:

Signature

Name

Address