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

w.e.f.- 12-10-2018

Agreement for Sale/Lease

- The Agreement for Sale/Lease to be executed between the promoter and an allottee shall be in the Form as per the Uttar Pradesh Real Estate (Regulation And Development) (Agreement For Sale/Lease) Rules, 2018.
- Any application letter, allotment letter, agreement, or any other document signed by an a 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.

Details of Parties:

- The promoter may be a company/ a Partnership firm/ an Individual.
- The allottee may be a company/ a Partnership firm/ an Individual/HUF.
- The details of Promoter and Allottee must be mentioned in the ATS.

Title of Project Land:

- The Promoter must be the absolute and lawful owner of the project land.
- If the promoter is not the owner of the project land then there must be a collaboration/development/joint development agreement executed between the Owner and the Promoter.
- The details of the land such as khasra no/survey no., area of the land and locality of the land must be clearly mentioned in the ATS.
- ATS should clearly indicate that Land is earmarked for the purpose of building a commercial/residential/any other purpose project, comprising multistoried apartment buildings or the land is earmarked for plotted development or institutional development.

Capacity of Parties:

- Age – The Parties must be Major i.e. He has attained the age of 18 years.
- Soundness of mind – The Parties must be of sound mind.
- Legal disqualification: The parties must not be legally disqualified from entering into an agreement i.e. He is not declared bankrupt and insolvent by any competent authority or court.
- Corporate Capacity: The MOA and AOA must allow the corporate entity to make such contract for developing, marketing and selling the apartment etc.

Necessary approvals and strict compliance of approved plans as per Section 14 of RERA:

- The Agreement for sale should clearly indicate that the Promoter has obtained the following-
 - layout plan,
 - Sanctioned plan,
 - Specifications and all necessary approvals for the Projects
- He shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable i.e. promoter can make changes with the prior written consent of 2/3rd of allottees.

Details of Project and Unit:

- The details of project such as name and project registration number must be clearly mentioned in the Project.
- The details of apartment and parking area or plot allotted to Allottee must be mentioned in the Agreement for sale such as-
 - apartment No.
 - details of carpet area of square meters (square feet),
 - tower/block/building No. ("Building") along with garage/covered parking No.

Compliance of Section-14

- *The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.*
- *Once the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make—*
- *(i) any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person:*

Compliance of Section-14

- *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 may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the allottee*

*"**minor additions or alterations**" excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.*

Compliance of Section-14

- *(ii) any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building*
- *Explanation.—For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.*

Compliance of Section-14

- *(3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.*

Price of Plot and Apartment

- Total Price includes the booking amount paid by the Allottee to the Promoter towards the Apartment/Plot.
- The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Price of Plot and Apartment

- 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;
- 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

Price of Plot and Apartment

- 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.

Price of Plot and Apartment

- 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

Time is Essence

- The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

Material breach of the Agreement

- The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions 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.

Possession of the Apartment/Plot:

- Timely delivery of possession of the [Apartment/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.
- Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Plot:
- **Procedure for taking possession-** The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Apartment/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.

Possession of the Apartment/Plot:

- 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).

Failure to take the Possession of the Apartment/Plot:

- Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment/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 Apartment/Plot to the Allottee.
- If the Allottee fails to take possession within the time, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area (in case of apartment) and 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 months till actual date of possession in addition to maintenance charges.

Cancellation by Allottee

- The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act
- Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return 50% of the balance amount of money paid by the allottee within 45 days of such cancellation / withdrawal and the remaining 50% of the balance amount on reallocation 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 shall inform the previous allottee the date of re-allotment of the said apartment / plot and also display this information on the official website of UP RERA on the date of reallocation.

Events of Defaults and Consequences:

- The Promoter shall be considered under a condition of Default, in the following events:
- Promoter fails to provide ready to move in possession of the Apartment/Plot to the Allottee within the time period specified in Para or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the 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;

Events of Defaults and Consequences:

- 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
- In case of Default by Promoter under the conditions listed above a non defaulting Allottee is entitled to the following: -
 1. Stop making further payments to Promoter as demanded by the Promoter.
 2. 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 equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% within 45 days of notice.

Default by Allottee:

1. 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 at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%.

2. 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 [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;

Conveyance of the Said Apartment:

- The Promoter, on receipt of Total Price of the Apartment/Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment/Plot together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the certificate as the case may be, to the Allottee:

Maintenance of the said Building/Apartment/Project:

- The Promoter maintenance project. the Total However, shall be responsible to Provide and maintain essential services in the Project till the taking over of the of the Project by the association of Allottees upon the issuance of the completion certificate of the cost of such maintenance for 1 (one) year from the date of completion certificate has been included in Price of the Apartment/Plot.

Defect Liability:

- In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the allottee, whichever is earlier it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Binding Effect:

- The Agreement for sale shall be signed and duly registered to have the binding effect.
- RIGHT TO AMEND- This Agreement may only be amended through written consent of the Parties.

