

AGREEMENT FOR SALE SHRI DIVINE VASUNDHARA

1.	Category of Land	:	Residential Villa
2.	Detail of Property	:	Unit No.
3.	Unit of Measurement	:	In Square Meters
4.	Land Area of Property	: Sq. Mtrs.
5.	Built up Area of Property	: Sq. Mtrs.
6.	Carpet Area of the Property	: Sq. Mtrs.
7.	Sale Consideration	:	Rs.-/-
8.	Advance Paid	:	Rs.-/-
9.	Stamp Duty	:	Rs.-/-
10.	Mauza	:	Hathiya

THIS AGREEMENT FOR SALE ("Agreement") executed on this day of-2025

By and Between

M/S Radha Madhav Ventures having its registered office at 10, Agrasen Nagar, Kankali, Mathura (PAN No. ABIFR8737Q) through its Authorized Partner Mr. Ashok Kumar Agrawal S/o Sh. Vrindavan Das Agrawal, R/o-1447/4040, Radha Kunj Colony, Bharatpur Gate, Mathura and Mr. Mahesh Chand Khandelwal S/o Sh. Murlidhar Khandelwal R/o 69A, Krishna Kunj, Padampuri, Krishna Nagar, Mathura

Mob. No- 9837038326

The right of Signatory Document Presentation and Registration to Mr. Ankit Agrawal S/o Shri Pavan Agrawal R/o 105, Chhatish Garh Wali Kunj, Near Shahji Temple, Vrindavan, Teh. & Distt. Mathura. Through Signatory Power of attorney dated 18.09.2020 which has been Registered in the office of Sub Registrar Mathura book no. 6 Volume Vol. No. 7 at page no. 141/150 Serial No. 17 on Dated 22.09.2020 on behalf Signatory Mr. Ashok Kumar Agrawal S/o Sh. Vrindavan Das Agrawal, R/o-1447/4040, Radha Kunj Colony, Bharatpur Gate, Mathura .

AND

..... S/o.....
R/o..... 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).

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, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority
- (c) "Government" means the Government of Uttar Pradesh
- (d) "Rules" means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016 as amended from time to time;
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (f) "Rule" means a rule of Rules;
- (g) "Section" means a section of the Act.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of land admeasuring 113945.67 square meters (hereinafter referred to as the “**said Land**”) situated in the revenue estate of Village- Mauza Hatiya, Barshana with Kahsra Nos. 580, 581, 582, 584 & 585, Tehsil-Goverdhan & Distt- Mathura (U.P.).
- B. The said Land is earmarked for the purpose of residential complex development and the said Project shall be known as “**SHRI DIVINE VASUNDHARA**” (hereinafter referred to as the “**Project**”) comprising residential Plots/Houses/Villa/Commercial Space.
- 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 Land on which Project is to be constructed have been completed;
- D. The ZILA PANCHYAT MATHURA has granted the commencement certificate to develop the Project *vide* approval through permit no. ZILAPANCHYATMATHURA/NAKSHSA/24-25/1322 Dated 31-01-2025;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Mathura Zila Panchayat. The Allottee(s) agrees that the Promoter may make any changes to the approved layout plan, sanctioned plan of the Project, specifications of the Unit and nature of fixtures, fittings and amenities with required prior consent of Allottee(s). The Promoter is entitled to make such minor additions or alterations as may be required by the Allottee(s) 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(s).
- F. The Promoter has registered the Project with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration no under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Act**”) and/or Rules and Regulations made/to be made thereunder ('Rules') and are subject to provisions of the Act and/or Rules. If any content and/or terms & conditions or its any part is found contrary or inconsistent to any provision of the Act and/or Rules and Regulations made thereunder, that content and/or terms & conditions or that part shall be deemed to be repealed and amended to that extent whatsoever is contrary or inconsistent and provisions of the Act and/or Rules and Regulations made thereunder shall prevail to that extent.
- G. The Allottee(s) had applied for a PLOT/Villa in the said Project *vide* application dated and has been allotted PLOT/ VILLA. No. Having Plot area of**SQM**(.....**SFT**), **Carpet Area**.....**SQM**(.....**SFT**) in the said Project along with *pro rata* share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as “**said Unit**” more particularly described in **Schedule-A**;
- 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. 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.
- J. The Allottee(s) hereby confirm that he has seen the relevant documents/papers pertaining to the said Project and is fully satisfied that the title of the Land of the said Project is marketable and the Promoter has right and authority to develop the said Project on the said Land and to sell the said Unit and other Units there to any party and under the terms and conditions mentioned in the Sanction/Permission Letter issued by **Mathura Zila Panchayat** and/or any concerned authority (hereinafter referred to as the said "**Authority**") to the Promoter and the Allottee(s) hereby accepts and undertakes to abide by the terms and conditions of this Agreement. The Allottee(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions issued by the competent authorities and that of prevailing byelaws, guidelines of said Authority from time to time. The Allottee(s) has also seen and understood the lay out plans designs, and specifications of the said Unit and the said Project and agrees to purchase the said Unit.
- 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 said Unit 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 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 said Unit as specified in **Schedule-A** of this Agreement.
- 1.2 Both the Parties confirm that they have read and understood the provisions of section 14 of the Act.
- 1.3 The Total Sale Price for the said Unit based on the area is **Rs./- (RupeesOnly)** Excluding of GST on development/Construction cost (if applicable) as per detailed break-up given in **Schedule-B-1** of this Agreement. However, GST or any other Tax (if applicable) is payable on the said Unit shall be payable by Allottee.

The Total Sale Price of the said unit is as per detailed break-up given in **Schedule-B-1** of this Agreement.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Unit;

- (ii) The Total Price above excluding Taxes (consisting of tax paid or payable by the Promoter by way of GST other taxes which may be levied, in connection with the development of the Project payable by the Promoter (if any), by whatever name called) up to the date of handing over the possession of the said Unit 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. However, it is clarified that GST(if applicable) and other taxes payable on purchase of said unit shall be paid extra by the Allottee:

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;

- (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;

- 1.4 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 charges, 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. Provided that if there is any new imposition or increase of any development charges 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.
- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule B-2 ("Payment Plan")**.
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ **10%** 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.

- 1.7 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 therein in respect of the plots, unit or building, as the case may be, without the previous written consent of the Allottee. 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. 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.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:
- i) The Allottee shall have exclusive ownership of the said Unit;
 - 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 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) The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit.
- 1.11 The Project shall be developed in phased manner and every such registered Phase shall be considered a standalone real estate Project. It is made clear by the Promoter and the Allottee agrees that the said Unit - 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 Allottees. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.
- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, EDC, IDC, 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 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 said Unit 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.

1.13 The Allottee has paid a sum of Rs./- **(Rupees** **Only)** as booking amount, being part payment towards of the Total Price of the said Unit 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 said Unit as prescribed in the Payment Plan [**Schedule B-2**] 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.

1.14 Assignment of allotment of the said Unit by the Allottee shall be permissible at the discretion of the Promoter on payment of such administrative cost as may be fixed by the Promoter from time to time, provided that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. The Allottee shall make clear to his/her assignee that any stamp duty paid for registration of this Agreement will not be adjusted against the stamp duty payable for registration of Sale Deed of the Unit in favour of Assignee and Assignee shall pay the full value of stamp duty, registration charges and other legal expenses for registration of Sale Deed of the Unit.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule B-2**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **Radha Madhav Ventures.- Shri Divine Vasundhara** payable at Mathura/At Par.

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 thereunder 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 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.

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 Unit applied for herein in any way and 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, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Similarly the Allottee is also under obligation to pay the scheduled installments in time for timely completion of the project and any delay/default in timely payment of the scheduled installments shall, apart from other remedies available to the Promoter under RERA Act, 2016, enable the Promoter to extend the period of delivery of possession at its option and payment of delayed instalments with interest will not be considered the payment on time.

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 and towards handing over the said Unit 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 installments and other dues payable by him/her and meeting the other obligation under the Agreement subject to the simultaneous completion of development by the Promoter as provided in **Schedule B-2** (Payment Plan).

6. DEVELOPMENT OF THE PROJECT/ UNIT:

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Unit 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, 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 prescribed by the State Government 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.

6.2 It is agreed by the Parties herein that as a result of any law that may be passed by any legislature or Rule, Regulation or Order or Notification that may be made and/or issued by the Government or any other Authority including a Municipal Authority, the Promoter is unable to complete the development of the said Unit, then the Promoter may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule,

Order or Notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the payment made by the Allottee(s) in pursuance of this Agreement, shall continue to remain with the Promoter and the Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/Tribunal(s)/Authority(ies). However, the Allottee(s) may, if he/she so desires, become a party along with the Promoter in such litigation to protect Allottee(s) rights arising under this Agreement. In the event of the Promoter succeeding in its challenge to the impugned legislation or Rule, Regulation, Order or Notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Promoter to the impugned Legislation/ Order/ Rule/ Regulation/ Notification not succeeding and the said legislation/ order/ rule/ regulation becoming final, absolute and binding, the Promoter will, subject to provisions of law/court order, refund to the Allottee(s), the amounts attributable to the said Unit (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Allottee(s) by the Promoter without any interest or compensation of whatsoever nature within period of 45 days and in such manner as may be decided by the Promoter. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Promoter under or in relation to this Agreement.

7. POSSESSION OF THE SAID UNIT

7.1 Schedule for possession of the said Unit- The Promoter agrees and understands that timely delivery of possession of the said Unit 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 assures to offer possession of the said Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on (Possession date), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, civil commotion, insurgency or any other circumstances beyond the reasonable control 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 said Unit, 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 120 days from that date. The Promoter 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 that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the Promoter to maintain all common areas and facilities which are completed and handover all common areas and facilities to the RWA once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottees.

- 7.2 Procedure for taking possession** - The Promoter, upon obtaining the completion/ occupancy certificate as the case may be from the competent authority shall offer in writing the possession of the said Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion/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. The Allottee, after expiry of one month from the date of offer of possession or after taking physical possession, whichever is earlier, agrees to pay maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be after the issuance of completion/ occupation certificate for the project. The Promoter shall hand over the completion/ occupation certificate of the Unit to the Allottee at the time of Conveyance Deed.
- 7.3 Failure of Allottee(s) to take Possession of Unit-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall within the time stipulated by the Promoter in the notice offering possession, take possession of the said Unit from the Promoter by making payment of balance Total Sale Price and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall, give possession of the said Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable to pay the Promoter holding charges at the rate of Rs. 1/- per square feet per month of the plot area for the period beyond 3 months from the date of Occupation Certificate till actual date of taking over of possession by Allottee(s) in addition to maintenance charges as specified in para 7.2. If the Allottee(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Promoter in its notice, the said Unit shall lie at the risk and cost of the Allottee(s) and the Promoter shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the said Unit or for any other purpose. Further, the Promoter shall not be responsible for any loss or damage to the fittings and fixtures in the said Unit on account of the Allottee(s) not taking possession of the Unit, as specified hereinabove.
- 7.4 Possession by the Allottee** - After obtaining the occupancy/completion certificate and handing over physical possession of the Unit 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 applicable laws.

Cancellation by Allottee(s)- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount (10% of the Total Sale Price) paid for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) or to his banker/financial institution within 45 days of such cancellation and remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit or at the end of one year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier. The Promoter shall inform the previous Allottee(s) the date of re-allotment of the said Unit and also display this information on the official website of UP RERA.

- 7.5 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title 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.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit(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 Unit, 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 Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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 litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit till execution of the said Project under RERA;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Unit 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 laws in relation to the Project, said Land, Building and said Unit and common areas;
- (vi) 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;

- (vii) The Promoter has not entered into any Agreement for Sale 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 will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit 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 said Unit 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 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 has been issued and possession of said Unit 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 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) Promoter fails to provide possession of the said Unit to the Allottee within the time period specified in para 7.1 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 Unit shall be in habitable condition which is complete in all respect including the provisions of all specifications, amenities, and

facilities as agreed between the Parties, and for which occupancy certificate/completion certificate, as the case may be, has been issued by the competent authority;

- (ii) 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 thereunder.

9.2 In case of Default by Promoter under the conditions listed above a non-defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Unit, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the promoter to the Allottee(s) within forty-five days of it becoming due.

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 at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit 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. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. EXECUTION OF DEED OF CANCELLATION

In the event of cancellation of this Agreement in pursuance of clause 7.5 or clause 9.3 of this Agreement or for any reasons whatsoever, the Allottee shall execute and register a deed of cancellation with the appropriate Sub-Registrar within 15 days of receiving of intimation of such cancellation/ withdrawal and the Allottee hereby agrees and confirms that in the event of his failure to execute and register such deed of cancellation within the stipulated time, this Agreement shall stand annulled/ terminated without any further course of action by the Parties herein with effect from expiry of stipulated time and thereby the allotment of the Unit shall stand cancelled forthwith. The Allottee further agrees and confirms that any delay or default in execution/ registration of deed of cancellation by the Allottee shall not prejudice/affect the right of the Promoter to forfeit Booking Amount and to refund the balance amount to the Allottee in terms of the Act and to sell/transfer the Unit to any third party and to execute necessary allotment letter, agreement etc. in favour of such third party.

11. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of Total Price of the said Unit as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy/completion certificate as the case may be, to the Allottee. However, 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.

12. MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT:

12.1 The Promoter shall be responsible to provide and maintain essential services in the Project either through itself or through any appointed agency or an association (hereinafter referred to as "**Maintenance Agency**") till the taking over of the maintenance of the project by the association of Allottee(s) upon the issuance of the completion certificate of the project. If the association of the Allottee(s) is not formed within 1 year of completion certificate the Promoter will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance in terms of para 1.2 + 10% in lieu of price escalation for the purpose of the maintenance for next one year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to Association of Allottee(s) once it is formed.

12.2 The Allottee(s) agrees to pay the IFMS in order to secure adequate provision of the maintenance services and for due performance of the Allottee(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Allottee(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/ the Maintenance Agency from the date of commencement of maintenance services by the Promoter/ the Maintenance Agency in the said Project, whether the actual physical possession of the said Unit is taken over by the Allottee(s) or not. Further, in order to smoothen the function and mechanism

of payment of monthly Maintenance Charges, the Allottee(s) hereby authorizes the Promoter to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the Allottee(s) hereby authorizes the Promoter/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Promoter/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and hereby agrees that the Promoter/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the Allottee(s) hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, the Allottee(s) shall pay maintenance charges along with interest at the rate of 15 % per annum. Further non-payment of maintenance charges shall also disentitle the Allottee(s) to the enjoyment of common services.

12.3 The Allottee(s) agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Agreement. The Allottee(s) hereby agrees to sign a separate Maintenance Agreement with the Maintenance Agency.

12.4 Subject to Clause 12.2 stated herein above, in case at any time, the Maintenance Services of the Project is handed over to the appointed Maintenance Agency/ Local Authority/ the Resident Welfare Association (RWA) of the Project, then the Promoter shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Allottee(s) to such Maintenance Agency/ Local Authority/ Resident Welfare Association (RWA), as the Promoter may deem fit, and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee(s) on account of the same

13. DEFECT LIABILITY:

It is agreed that in case or any defect in 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 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days or any extended period required in respect thereof. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual defect in provision of service. In the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agrees to purchase the said Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

15. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, open 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 into the said Unit 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.

- 16. Use of Service Areas:** The service areas, if any, as located within said Project, 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, pump rooms, maintenance and service rooms and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas 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 maintenance services.

17. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:

- 17.1 Subject to para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Unit, common passages, circulation areas, atrium 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 said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized and Allottee shall ensure the following during the construction on the said unit-

- (i) No ramp will be constructed outside the boundary of the concerned unit and no encroachment will be allowed by way of plantation or any other way outside the boundary of the unit. If first party / RWA found any of the above then first party / RWA will have the right to abolish such type of the encroachment on the cost of the Purchaser/Vendee.
- (ii) Setback area should be as per MVDA norms
- (iii) Construction of Sock pit and saptic tank as per rules within the unit
- (iv) All construction related material will be laid on within the vicinity of the unit and no material will be laid down outside the vicinity of the unit.
- (v) All private vehicles will be parked within the boundary of the unit and will not be allowed to park on colony road.
- (vi) All construction activity will be conducted as per byelaws of Construction and development 2016 with prior approval of the MVDA. If any construction activity conducted outside the preview of the applicable byelaws then all losses on account of the act will be born by Purchaser/Vendee.

17.2 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 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 said Unit.

17.3 The Allottee shall plan and distribute its electrical load in conformity 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.

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

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

19. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, 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.

20. 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 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 Unit.

21 U.P APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MANITENANCE OWERSHIP ACT, 2010 (If applicable)

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulation as applicable in Uttar Pradesh.

22 BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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, **MATHURA (U.P.)** as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled depend upon the sole discretion of the promoter and if the application is cancelled then all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23 ENTIRE AGREEMENT:

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, Agreement, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, as the case may be.

24 RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

25. 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 said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

26 WAIVER NOT A LIMITATION TO ENFORCE:

- (a) 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 [Schedule-B-2] 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.
- (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 a waiver of any provisions or of the right thereafter to enforce each and every provision.

27 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, as the case may be, and the remaining

provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

..... S/o.....
R/o..... Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the units in the Project.

29. FURTHER ASSURANCES:

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 or pursuant to any such transaction.

30. 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 and the Allottee in **Mathura**, 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 **MATHURA**, (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at **MATHURA**.

31. 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 specified below:

ALLOTTEE NAME & ADDRESS:

.....S/o.....
R/o.....

PROMOTER: M/s. Radha Madhav Ventures

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.

32. JOINT ALLOTTEES:

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.

33. SAVINGS:

Any application letter, allotment letter, Agreement, or any other document signed by the Allottee, in respect of the said Unit, prior to the execution and registration of this Agreement for Sale for such Unit shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

34. GOVERNING LAW:

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 thereunder including other applicable laws of India for the time being in force.

35. 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 through the adjudicating officer appointed under the Act or through process of Arbitration at the joint option of the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Mathura/Delhi. Subject to Arbitration as referred above and the Courts at Mathura shall have jurisdiction in case of any dispute.

36. REGISTRATION OF AGREEMENT AND PAYMENT OF STAMP DUTY:

The Allottee(s) hereby agrees to register this Agreement in pursuance of the Act by paying adequate Stamp Duty, registration charges and legal expenses in this regard. In case the Allottee(s) fails to pay Stamp Duty, registration charges etc., or fails to get this Agreement registered, then the Promoter shall at discretion to cancel this Agreement. That the Total Sale Price of the said unit is Rs./- (**Rupees** **Only**) Hence, the required **stamp of Rs.**..... is being paid by the Allottee(s)/ Second party @ 2% of the sale price to register this Agreement.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for Sale at Mathura 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 _____

.....S/o.....
.....
R/o.....

Please affix
photograph and

sign across the

photograph

(2) Signature _____

.....S/o.....
.....
R/o.....

Please affix
photograph and

sign across the

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Name: M/S Radha Madhav Ventures having its registered office at 10, Agrasen Nagar, Kankali, Mathura (PAN No. ABIFR8737Q) through its Authorized Partner Mr. Ashok Kumar Agrawal S/o Sh. Brindavan Das Agrawal, R/o-1447/4040, Radha Kunj Colony, Bharatpur Gate, Mathura

Please affix

photograph and

sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____

2. Signature _____
Name _____

R/o _____
 Mob. _____

R/o _____
 Mob. _____

SCHEDULE 'A' - DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS:

Side	Particulars
East	
West	
North	
South	

SCHEDULE 'B-1': Detailed breakup of the price charged.

Cost Description	Area	Rate	Amount (INR)
Cost of Villa	(..... Sq. Mtr)/-Per Sq. yard/-
Interest Free Maintenance Security			
GST			
Total Price	Rs.-/- (Rupees Only)	/-

SCHEDULE 'B-2' - PAYMENT PLAN - PART-I

The total purchase price of the said Unit shall be Rs.-/- (**Rupees** **Only**) which shall be paid by the Purchaser to the Promoter in the manner stated hereunder:-

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]