

Settlement Agreement

(Printed on non-judicial stamp paper of value Rs.100)

This Settlement Agreement is executed this day of _____ between the following parties.

Mr./Ms./Mrs. _____ S/D/W of Mr./Mrs. _____ resident of _____
(hereinafter referred to as the "First Party" which shall include the Executor, Executor's heirs and his legal heirs)

----- Complainant/Allottee/Decree Holder

AND

Mr./Ms./Mrs _____ S/D/W of Mr./Mrs. _____ resident of _____
Promoter / Company / Partnership Registered Office _____ CIN No. _____

(hereinafter referred to as the "Second Party" which shall include the Executor, Executor's heirs and legal heirs)

----- Opposite Party/Promoter /Judgement Debtor.

The facts and conditions of the agreement are as follows:

1. That the FIRST PARTY had been allotted Plot/Flat/Unit/Villa No: _____ in Phase/Tower No: _____ in the project (name of the project) being developed by the SECOND PARTY having RERA Registration No.: UPRERAPRJ _____.
2. That the second party did not hand over the possession of the unit within the time prescribed in the sale agreement/MOU, due to which the first party filed a complaint number _____ under section 31 before the U.P. Real Estate Regulatory Authority.
3. That in the said complaint number: _____, the U.P. Real Estate Regulatory Authority passed an order under Section 31/Section 38, 40(2) and 63 on _____.
4. That both the parties want to settle the matter on the basis of mutual consent and to settle the said dispute voluntarily and with mutual consent, the complaint filed by the first party before the Uttar Pradesh Real Estate Regulatory Authority / withdrawal of recovery certificate issued against the second party is agreed under the following conditions:-
 - a. _____
 - b. _____
 - c. _____
 - d. _____
- 5 Subject to the above terms and conditions mentioned in this Settlement, the FIRST PARTY and the SECOND PARTY agree to fully and finally settle the claims, reliefs, liabilities, loss and/or damages of any kind regarding the order passed in Complaint No: _____.
- 6 The Second Party shall give/waive/accept _____ amount/property/other conditions to the First Party.
- 7 That the terms / payments set out in the above agreement are not futuristic in any manner.
- 8 The first party accepts the above conditions and will not make any claim regarding this dispute in future and new causes of action will not be considered included in this..
- 9 This Agreement is being entered into by both the Parties with their free consent and without any coercion.
- 10 This agreement has completely resolved the dispute between the parties and there is no dispute remaining on the above mentioned point.
- 11 This Agreement is printed on judicial stamp paper and signed by both the parties voluntarily.

DATE: _____

PLACE: _____

WITNESSES TO THIS AGREEMENT : **FIRST PARTY:**

WITNESS 1:

NAME: _____

NAME _____, S/D/W/O _____

SIGNATURE: _____

ADDRESS _____

SIGNATURE _____

WITNESS 2:

SECOND PARTY:

NAME _____, S/D/W/O _____

NAME: _____

ADDRESS _____

SIGNATURE: _____

SIGNATURE _____