

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**"), is executed on this ____ day of _____

BY AND BETWEEN

DPS Contractors Private Limited (CIN U74120DL2007PTC161289), a Company registered under the Companies Act, 1956 having its corporate office at **105, 1st Floor, Levana Cyber Heights , Vibhuti Khand, Gomti Nagar, Lucknow** (PAN **AACCD6804C**), represented by its authorized signatory _____ authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the First Part:

AND

(If allottee is an individual)

1- **Mr./ Ms.** _____ (Aadhar No _____ & PAN no _____), son / daughter of _____, aged about _____ years, residing at _____ hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her heirs, executors, administrators, successors and assigns).

2- **Mr./ Ms./ Mrs.** _____ (Aadhar No. _____ & PAN No. _____), W/o/ Son/ daughter of _____, residing at _____ (herein after jointly/ collectively referred to as the Allottee which shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/ her heirs, executors, administrators, successors and assigns) being party of the Second Part;

OR

(if the allottee is a company)

M/s _____ (CIN: _____ (PAN: _____) a company incorporated under the companies act, 1956 having its registered office at _____ (herein after referred to as "allottee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its duly authorized signatory _____ authorized via resolution passed in the meeting of board of directors held on _____, being party of Second part;

OR

(if the allottee is a partnership)

M/s _____ (PAN: _____) A Partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at _____ (hereinafter referred to as the "Allottee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners and heirs and legal representatives of the last surviving partner) acting through its duly authorized partner Mr. _____, being party of the Second Part;

OR

(if the allottee is HUF)

M/s _____ (PAN _____) an HUF Firm having its office at _____ through its duly authorized Karta Mr. _____, having permanent Account Number _____, (herein referred to as "Allottee"), which expression shall, unless repugnant to the context or meaning thereof, include all the coparceners/ members of the said HUF and their legal heirs, executors, legal representatives and successors, being party of the Second Part;

The Promoter and Allottee shall hereinafter jointly be referred to as the "**Parties**" and individually as a "**Party**".

INTERPRETATIONS / DEFINITIONS:

For the purpose of this Agreement, 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 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 Promoter is the absolute and lawful owner of group housing **Plot No. A-31**, admeasuring 9386.01 square meters (herein "**Said Plot** situated at **C.G City, Sultanpur Road, Chak Gajariya & District - Lucknow, Uttar Pradesh**) *vide* Sale deed dated _____ registered as documents no. _____ at the office of the concerned Sub-Registrar Lucknow.

- B. The Promoter is now developing a group housing complex under the name of “**Meridian Heights**” (“**Project**”) on the Said Plot. The Project is comprising of 2 blocks having 184 number of apartments which are duly approved by Lucknow Development Authority (LDA) vide Permit no Group Housing/16331/LDA/BP/24-25/1258/07062025 dated 04/08/2025, more particularly demarcated in the plan annexed hereto in **Schedule A**.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- D. The Promoter intends to develop the Project by optimum utilization of the floor area ratio (F.A.R) in accordance with the applicable laws.
- E. The Promoter has obtained the layout plan, sanctioned plan, and all necessary approvals for the Project from LDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration vide registration bearing no. **UPRERAPRJ** _____ **dated** _____.
- G. The Allottee had applied for an Apartment in the Project vide application No. _____ dated _____ and accordingly, has been allotted Unit No. _____ as detailed in **Schedule C** (herein “**Apartment**”) along with pro rata right in the common areas of the Project (“Common Areas”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and as may be declared in deed of declaration to be submitted before the concerned authority whose floor plan is annexed hereto as **Schedule B**.
- H. The Allottee/s shall be entitled to use the Common Areas of the Project on such terms and conditions as may be stipulated from time to time by the Promoter or Maintenance Agency or Association of allottees which will be comprising of all the allottees of the Project (herein “**Association**”).
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Township/Apartment.
- K. The Parties relying on the confirmation’s representations and assurances of each other to faithfully abide by all the terms conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee, hereby agrees to purchase the Apartment.

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

- a. Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Schedule B.
- b. Both the Parties confirm that they have read and understood the provisions of Section -14 of the Act.

The Total Price for the Apartment based on the carpet area is mentioned in Schedule D.

Explanation:

- (i) The Total Price includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price 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/Apartment payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association or the competent authority, as the case may be:

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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall intimate in writing to the Allottee, the amount payable as stated in (i) & (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

- (iv) The Total Price of Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, doors, windows, fire detection and firefighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment.

- b. The Total Price is escalation- free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of external development charges/development fee/charges payable to the competent authority and/ or any other increase in fee/charges including but not limited to Bandha charges, City development charges etc 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 external development charges/development fee, Bandha Charges, City Development Charges, cost/ charges etc imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation/justification/notice etc 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 fee/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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- b. The Allottee shall make the payment as per the payment plan set out in **Schedule D (“Payment Plan”)**.
- c. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments on case-to-case basis for the period by which the respective installment has been advanced. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- d. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (describe in **Schedule E**) and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee 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 permissible as per the provisions of the Act.
- e. The Promoter shall confirm the final carpet area at the time of offer of possession of the Apartment by furnishing details of the changes if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area then the Promoter shall adjust the excess money as per the next milestone of the Payment Plan as provided in **Schedule D**. If there is an increase in the carpet area of Apartment, allotted to Allottee the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in **Schedule D**. All these monetary adjustments shall be made at the rate derived considering the rates as agreed in Para 1.1.
- f. The Promoter agrees and acknowledges that, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in Common Areas. Since the share/interest of Allottee in 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 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/her/their Apartment.
- g. It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is clarified that Common Areas other than areas declared as independent areas/limited common areas in deed of declaration shall be available for use and enjoyment of all the allottees of the Project.
- h. The Promoter agrees to pay all outstanding before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottees, for the payment of outstanding (including land cost, municipal or other local taxes, charges for water or electricity, 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 outstanding collected by it from the Allottees or any liabilities, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property to pay such outstanding and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- i. The Allottee has paid booking amount being part payment towards the Total Price of the Apartment 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 Apartment as prescribed in the Payment Plan [**Schedule D**] 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/she shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule D] through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favor of " _____ " Payable at Lucknow.

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 provided in terms of this 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 for sale 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 Apartment in any way and the Promoter shall be issuing the payment receipts in favor 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 Apartment in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her 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 and towards offer of possession of the Apartment to the Allottee and the Common Areas to the Association 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 this Agreement subject to the simultaneous completion of construction by the Promoter as per this Agreement.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the approved layout plan, floor plan, specifications (Schedule E) amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications [annexed along with this Agreement], 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 LDA/concerned authorities 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 this Agreement.

7. POSSESSION OF THE APARTMENT:

- a. **Schedule for possession of the Apartment-** The Promoter agrees and understands that timely offer of possession of the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to offer possession of the Apartment along with ready and complete with all specifications, amenities and facilities in place on the date as mentioned in **Schedule C**, unless there is delay or failure due to war, flood, drought, fire, cyclone, pandemic, earthquake lockdown, pandemic or any other calamity caused by nature affecting the regular development of the real estate project or reasons beyond the control of the Promoter ("**Force Majeure**"). If, however, the offer of possession of the Apartment 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 Apartment.

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 the allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter. 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 right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It clarified that the final finishing of the Apartment will be done within 60 days of receipt of all dues, and Total Price of the Apartment by the Promoter.

- b. **Procedure for taking possession** – The Promoter, upon completing the Apartment as 'ready to move in' or applying/obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority, whichever is applicable, shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement for sale. The Apartment to be taken by the Allottee within two months from the date of offer of possession. For the purpose of this Para and any reference hereinafter 'ready to move in' shall mean that the Apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties.

Provided that in the absence of Applicable law, the conveyance/sale deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issuing of completion/occupancy certificate (as applicable). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter in this regard. The Allottee agrees to pay the maintenance charges as determined by the Promoter after 90 days from the date of offer of possession of Apartment or from the date of physical possession, whichever is earlier.

c. **Failure of Allottee to take Possession**– Upon receiving a written intimation from the Promoter as per Para 7(b) above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary Conveyance/Sale Deed, indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7(b). above, such Allottee shall be liable to pay to the Promoter Holding charges and Safeguarding charges (as detailed in Schedule D) for the period beyond 3 months till actual date of possession in addition to maintenance charges. The term “Holding charges” mean the administrative cost incurred by the Promoter to hold the Apartment, if the Allottee fails to possession of the Apartment in terms of the Agreement and the term “Safeguarding charges” means the cost incurred to guard the Apartment against encroachments/trespassing by the third party(ies), in case Allottee fails to take possession of the Apartment in terms of the Agreement.

d. **Possession by the Allottee** – After handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the Association or the competent authority, as the case may be, as per the applicable law.

The Promoter shall hand over the necessary documents and plans, including Common Areas to the Association or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable) of the entire Project.

e. **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act.

Provided that where the Allottee(s), proposes to cancel/withdraw his/her Apartment without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount being 10 % of the Basic Price paid for the allotment as well as ‘Non-Refundable Amount’. Non Refundable Amount shall mean (i)Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if Agreement to Sale is registered and (v) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank (vi) administrative charges as per Promoter policy; (vii) any other taxes, charges and fees payable by the Promoter to the government authorities.

The Promoter shall refund the balance amount of money paid by the Allottee from the sale proceeds as and when realized from re-allotment of the Apartment. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible in any manner, whatsoever. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest/compensation for such delay. The Promoter shall inform the date of re-allotment of the Apartment & also display this information on the official website of UP RERA regarding the date of re-allotment, whenever feasible.

f. **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 or due to non-compliance of the terms and conditions by Allottee, if the Promoter fails to complete or is unable to give offer of possession of the Apartment (i) in accordance with the terms of the Agreement, duly completed by the date specified in Schedule C or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, to refund the entire amount paid by the Allottee to the Promoter.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs _____/- per sq. ft. per month of the carpet area of the Apartment from the expiry of further extended time (if any), as the case may till the date of written offer of possession of the Apartment. It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the Apartment, for any reason whatsoever, irrespective of the Allottee not taking possession of the Apartment and (iii) in case of any inconsistency with the terms of this Agreement for sale, the provisions of the Act shall prevail.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows.

- (i) The Promoter has clear and marketable title with respect to the Said Plot and has the requisite rights to carry out development upon the Said Plot and also has actual, physical and legal possession of the Said Plot for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authority to carry out development of the Project;
- (iii) There are no litigation(s) pending before any Court of law or Authority with respect to the Said Plot, Project or the Apartment to the best of the Promoter's knowledge as on the date of this Agreement.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Plot and Apartment 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 Plot and Apartment.
- (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 with any person or party with respect to the Project / Said Plot/Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance/sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee.
- (ix) The Apartment is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Apartment.
- (x) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Apartment (equipped with all the specifications, amenities and facilities as per this Agreement) has been handed over to the allottees.
- (xii) To the best of the Promoter's knowledge 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 Plot) has been received by or served upon the Promoter in respect of the Said Plot and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

a. Subject to the Force Majeure clauses or/and default caused by non-compliance of the Agreement by the Allottee, the Promoter shall be considered under a condition of default, in the following events.

(i) Promoter fails to offer possession of the “ready to move” in possession of the Apartment to the Allottee within the time period specified in Schedule C or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.

(ii) Discontinuance of the Promoter’s business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made there under.

b. In case of default by Promoter under the condition listed above in Clause 9(a)(i) a non-defaulting Allottee is entitled to the following:

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones for which payment is demanded, and only there after the Allottee be required to make the next payment applicable construction milestone. However, the Allottee shall have the option to terminate this Agreement only incase Promoter fails to offer possession of Apartment even after lapse of 6 months from the time period as specified in Schedule C.

Provided that where an Allottee does not intend to withdraw from the Project or terminate this Agreement he/she/they shall be paid, by the Promoter, the compensation as mentioned in Clause 12.f for every month of delay till offering possession of the Apartment which shall paid by the Promoter to the Allottee within 45 days of it becoming due.

(ii) In case of Default by Promoter under the condition Clause 9(a)(ii) listed above: The Allottee shall have the option of terminating this 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 Apartment,

c. The Allottee shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottees fails to make payments for 2(two) consecutives demanded by the Promoter as per the payment plan annexed here to (Schedule D), 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.

(ii) Allottee commit/s any default and/ or breach of the terms and conditions of the Agreement.

In case of default by Allottee under the condition listed above continuous for a period beyond 60 days despite notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favor of the Allottee and refund the money paid to it by the Allottee after deducting the booking amount and the Non Refundable Amount (defined above in para 7 e.) out of the sale proceeds, when realized from the re-allotment of the Apartment. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior notice to such termination.

10. TRANSFER/CONVEYANCE OF THE APARTMENT:

i. Subject to the terms of this Agreement and norms of LDA and subject to the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior execution of the Conveyance/Sale Deed, the Allottee may

transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the applicable laws, notifications/Governmental directions, guidelines issued by LDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Allottee of such applicable administrative charges (taxes extra) upon the Allottee providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as deemed fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by LDA/Association on such transfer/ substitution/ nomination shall be paid by the Allottee / third party transferee.

- ii. At any time after execution of this Agreement, administrative fees of Rs. 25,000/- (Rupees Twenty-Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable in case such nomination / transfer is in favor of the spouse or child, parents or brother or sister of the either Allottee and the Allottee shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such a transfer, permission from the Joint Allottee is mandatory.
- iii. The Promoter, on receipt of Total Price of the Apartment as per Schedule D from the Allottee, shall execute a Sale Deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate (if any) as the case may be:

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/Sale Deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTAINANCE OF APARTMENT/ PROJECT:

- a. The Allottee agrees to form and join an Association comprising of the allottees of the Project for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. No objection shall be made by the Allottee/s with respect to the same. The Promoter shall not be liable for any claims or penalties for the delay in forming the Association, on account of any delay of the apartment owners in complying with the above.
- b. Upon payment of common area maintenance charges (CAM), the Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance by the Association upon the issuance of the completion certificate or occupation certificate (as the case may be).

It is further clarified that maintenance, management and operation of the Common Areas shall be handed over to Association from one year of the date of issuance/application of completion certificate or handing over physical possession of 75% units in the Project, whichever is earlier. However, if the Association is not formed within one year of occupation certificate/ part occupation certificate /completion certificate/part completion certificate, the Promoter is not bound to maintain the Project beyond the above said period. In case the Association of Allottees fails to take over the maintenance, management and operation of the Common Areas of the Project, then the Promoter has an option to refund the interest free maintenance security (IFMS) as charged under Schedule D and /or balance maintenance charges to the individual allottee and the same shall be considered as deemed handover. However, if Promoter continues to play the role of facilitator, it will be entitled to collect from the Allottees amount equal to the amount of maintenance disclosed in Schedule D + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with it against the maintenance charges to the Association once it is formed.

- c. The tentative cost of such maintenance has been mentioned in Schedule C. The Promoter shall be entitled to revise the Common Area Maintenance (CAM) charges from time to time and adjust any defaults in payment of CAM charges from the pool of IFMS paid by all the allottees of the Project. The IFMS pool, net of cumulative defaults, shall be transferred to the Association.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Promoter as per this Agreement 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 completion/occupancy certificate of Project, whichever is earlier, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of Promoter failure to rectify such defect within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Promoter shall not be liable for any such structural/ architectural change/defect induced by the allottee(s), by means of his/her negligence or carrying out structural or architectural changes from the original specifications/ design or improper internal maintenance or negligence of other allottee/s.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all common areas, garages/ parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/ or maintenance agency to enter the Apartment 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.

14. USAGE OF BASEMENT AND SERVICES AREAS:

The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces and the said service areas shall be reserved for use by the Association for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a) The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, wherein the Apartment is located or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Apartment and keep the Apartment 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.
- b) The Allottee further undertakes, assures and guarantees that he/she shall not change the color scheme of the outer walls or painting of the exterior balcony or entrance door or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material or install its/his/her own DG set in the Common Areas. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- c) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.
- d) The Allottee understands and agrees that the individual connection to the Apartment from the electricity distribution company has to be directly obtained by him/her/them as per the approved scheme whose cost of taking such electricity connection including the meter cost shall be borne by the Allottee. The Promoter will provide power backup either through diesel generator sets or other forms of power backup supply to be designed and installed on the basis of diversity factor considering group diversity @ 50% i.e. installed capacity will be 50% of total cumulative load. The Allottee agrees to compulsorily subscribe to power backup and to pay power backup charges as per tariff informed from time to time by the Promoter/Maintenance Agency/Association. However, nonpayment of power backup charges shall be deemed to be non-payment of general maintenance charges. If the Promoter is unable to provide power back up due to (i) any reason beyond its control and/or (ii) order/judgement/notification/restriction etc imposed/ordered by any authority/department/court then the Allottee shall in such a circumstance obey such restriction/order/direction without raising any objection/dispute and claim against the Promoter in this regard. In case the form of power back being provided by the Promoter goes obsolete then the cost of providing other form shall be proportionately borne and payable by the Allottee. Further, the User/s shall not install his/her/their own generator.
- e) The Project shall always be known as **"Meridian Heights"**. The name(s) shall not be changed by anyone including the Allottee or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc.

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

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

17. 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 and Rules.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

The Promoter after execution this Agreement shall not mortgage or create charge on the Apartment 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 Apartment for Residential usage.

The Promoter so desires, it shall be entitled in future also to create security on the Said Plot and receivables of Project by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Said Plot/receivable of Project and mortgage the same with Banks and/ or Financial Institutions as aforesaid.

19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010).

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010, as amended from time to time. The Promoter has shown compliance of various laws/regulations as applicable in Uttar Pradesh.

20. BINDING EFFECT:

By just 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 15(fifteen) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute this Agreement for sale and also register this Agreement for sale as per the provision of the relevant laws of the State of Uttar Pradesh.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 15(fifteen) days from the date of its receipt by the Allottee then in such a case application of the Allottee shall be treated as cancelled and 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, then in such a case, the Promoter has an option to forfeit ten percent of total price.

If the Allottee(s) fails to get this Agreement for sale registered as per intimation by the Promoter, the Allottee shall alone be liable for all the consequences/liabilities on account of not getting the Agreement for sale registered.

21. ENTIRE AGREEMENT

This Agreement to sell 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the Apartment as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THE AGREEMENT/APPLICATION 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 Apartment and the Project/Township shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. 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 D) including waiving the payment of interest for delayed payment. It is made clear so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- b) Failure on the part of 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 provisions.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the Applicable laws 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.

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

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

27. 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.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon the 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 Lucknow and after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution this Agreement shall be registered at the office of the Sub-Registrar at Lucknow. Hence this Agreement shall be deemed to have been executed at Lucknow.

29. 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:

_____ Name of Allottee

_____ (Allottee Address)

M/s DPS CONTRACTORS PRIVATE LIMITED

Corporate office at 105, 1st Floor, Levana Cyber Heights, Vibhuti Khand, Gomti Nagar, Lucknow 226010

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 Speed/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.

30. 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.

31. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the Apartment, as the case may be, shall not be prior to the execution and registration of this Agreement for such Apartment, shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the Rules or the Regulations made there under.

32. 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 there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTIONS:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations, construction 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 Conciliation Committee/ Dispute Resolution Forum/Authority or Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Lucknow 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 _____

Name

Address

Please affix photograph
and sign across the
photograph

(2) Signature _____

Name

Address

Please affix photograph
and sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

(1) Signature (Authorized Signatory)_____

Name_____

Address_____

WITNESSES:

(1) Signature_____

Name_____

Address_____

(2) Signature_____

Name_____

Address_____

SCHEDULE A
APPROVED LAYOUT PLAN OF THE PROJECT

SCHEDULE B
FLOOR PLAN OF THE APARTMENT

SCHEDULE C
DETAILS OF THE APARTMENT

Details of the Apartment	Apartment No.
Built Up area of the Apartment (in sq. mtr and sq. ft)	
Carpet Area of the Apartment¹	
Exclusive Balcony / Verandah Area² (in sq. mtr and sq. ft) [if Applicable]	
Source of Booking	Direct <input type="checkbox"/> Channel Partner <input type="checkbox"/> Sub Source:
Real Estate Agent name (if applicable) and RERA Registration no[#]	a) Name of Entity: - _____ _____ b) Seal c) RERA Registration Number _____
Date of offer of Possession^{##}	
Initial token amount / Application Money	
Details of payment of Initial token amount	
Payments to be made in favor of	Bank Account Name: _____ Bank Name: _____
	Bank Account No.: _____ IFSC code: _____

*Area measurement is approximate and subject to variation.

¹"Carpet Area" means the net usable floor area of Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

²"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of Apartment, meant for the exclusive use of the Allottee/s.

The Promoter shall not be liable to the Allottee/s for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner.

SCHEDULE D

TOTAL PRICE AND PAYMENT SCHEDULE

<u>Particulars</u>	<u>Amount (in Rs.)</u>
Basic sale price of the Apartment	
Applicable taxes / GST	
Total Price	

Maintenance related charges/security/Club /other charges/ to be paid before possession of the Apartment

- Interest Free Maintenance Security (IFMS) @ Rs. ____/- per sq. ft./p.m. of Carpet Area of Apartment.
 - 36 Months Advance Maintenance Charges (CAM) @ approx. Rs. ____/- per sq. ft. /p.m. of Carpet Area of Apartment.
 - Please note that the above indicative maintenance charges have been derived on the basis of cost as on. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Apartment, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes.
- Club Membership Fees of Rs. ____/- is payable towards membership of Club in the Project.
 - In addition to above Holding Charges @ Rs. ____/- psft per month of the Carpet Area of the Apartment (if applicable) and Safeguarding Charges @ Rs. /- psft per month of the Carpet Area of Apartment (if applicable)

- **BSP: Basic Sale Price**

NOTE:

1. In the event the Allottee approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @ 10% per annum from the date such amounts fall due till realization of payments by the Promoter.
2. The Allottee shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation/smooth functioning of Association/ Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Sale deed etc.
3. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Company for the execution and registration of the Agreement for Sale and Sale Deed of the Apartment to Allottee/s and Sale Deed of the Common Areas to Association, shall be payable by the Allottee.
4. The Allottee shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Allottee failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
5. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee.
6. The Total Price of Apartment does not include (i) property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to the sale of Apartment (ii) cost of running, maintenance and operation of Common Area of Apartment and the common facilities; or (iii) for any rights over areas reserved/ restricted for any other Allottee/ right-holder at the Project; or (iv) for any rights over areas to be transferred by the Promoter to third parties as per applicable laws.

SCHEDULE E
SPECIFICATIONS