

SALE DEED-19.04.2024

1.	Type of Property	:	Plot/Residential
2.	Ward/Pargana	:	Bijnour
	Mohalla/Village		Kallipashchim
3.	Type of Property	:	Flat/Dwelling Unit No....., Floor, Tower-....., Block-, in Project " OMAXE CASSIA " GH-2 , Omaxe Metro City (Hitech Township ", situated at Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow (UP)
4.	V-Code	:
5.	Unit of Measurement	:	Square Meters
6.	Covered area of the Unit	:	
7.	Carpet Area of the Unit	:	
8.	Proportionate Land	:	
9.	Location Road	:	Not on any segment road
10.	Sale Consideration	:	Rs.
11.	Valuation	:	Rs.
12.	Stamp Duty	:	Rs.
13.	Boundaries		
	East	:	
	West	:	
	North	:	
	South	:	

Number of Vendor/Seller :

Number of
Vendee/Purchaser(s) :

DETAILS OF SELLER:

Omaxe Garv Buildtech Pvt. Ltd. (CIN no. U45400DL2008PTC179470) (Erstwhile known as Garv Buildtech Pvt. Ltd.), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 10, LSC, Kalkaji, New Delhi-110019 and its Zonal Office at Cyber Tower, 2nd Floor, TC-34/V2, Vibhuti khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010 (PAN AADCG1919Q), through its authorized signatory

DETAILS OF PURCHASER(S):

.....
.....

SALE DEED

This Sale Deed is made and executed at Lucknow (UP) on this

By

Omaxe Garv Buildtech Pvt. Ltd. (CIN no. U45400DL2008PTC179470) (Erstwhile known as Garv Buildtech Pvt. Ltd.), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 10, LSC, Kalkaji, New Delhi-110019 and its Regional Office at Cyber Tower, 2nd Floor, TC-34/V2, Vibhuti khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010 (PAN AADCG1919Q), through its authorized signatory son of, (Hereinafter referred to as the "Promoter/Vendor", which expression shall include its heirs, executors, administrators, permitted assignees, successors, representatives, etc., unless the subject and context requires otherwise), of the one part).

IN FAVOUR OF

.....,
(Hereinafter referred to as the "Purchaser/Vendee(s)", which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

WHEREVER the Purchaser/Vendee(s) is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, itself, etc. in this Sale Deed in relation to the Vendee shall be deemed as modified and read suitably as the context requires.

WHEREAS:

- A. The Government of Uttar Pradesh has announced the Hi-tech Township Policy-2007 vide Government Order No. 3189/Eight-1-07-34 Vividh /03 dated 16.08.2007 which was superseded by Government Order No.3872/Eight-1-07-34Vividh/03, dated 17th September, 2007 and read with Gov. Order Nos. 4916/Eight-1-07-34Vividh/03, dated 27th August, 2008, 5397/8-3-08-34Vividh/03 dated 2nd December, 2008 and 6481/8-3-2008-24Vividh/2008 dated 3rd January, 2009 and subsequent amendment thereto, if any, to promote and facilitate private sector's participation in the development of Hi-tech Township with infrastructure and the High Level Committee constituted by the Government of Uttar Pradesh has selected the erstwhile Garv Buildtech Pvt. Ltd. now known as Omaxe Garv Buildtech Pvt. Ltd. ("Promoter/Vendor") for the development of Hi-tech Township in Lucknow, U.P.
- B. The Vendor along with others are the absolute and lawful owner of land admeasuring square meters of Omaxe Metro City (Hitech Township DA-1), Lucknow vide sale deed(s) duly registered with the office of the Sub-Registrar, Lucknow, (U.P.) The Vendor & Land Owner of the said Project have also entered into a consortium agreement executed on 14.07.2017 which is duly registered in the office of Sub -Registrar-I, Lucknow as document no. 318, in book No.4, Zild 589 at Pages 359-384 on 14.07.2017. Apart from above Lucknow Development Authority has granted the Promoter lease of land under ceiling vide Lease Deed dated 21.10.2011 registered as document no. 15275 of 2011 vide Book no.1, Volume No.13335 at pages 339 to 406 at the office of the Sub-Registrar-I, Lucknow, (U.P.). Similarly, Lucknow Development Authority has also granted the Vendor lease of Gram Sabha land vide Lease Deed dated 15.06.2011 registered as document no. 8611 of 2011 vide Book no.1, Volume No.12876 at pages 85 to 188 at the office of the Sub-Registrar-I, Lucknow, (U.P.)
- C. The Vendor is the lawful recorded owners of land of **GROUP HOUSING- GH-2 "OMAXE CASSIA" Omaxe Metro City (Hitech Township)**", at Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow (UP). The Vendor named above purchased land comprising of Khasra no. total admeasuring area of hectare approx of GH-2. (hereinafter called as "**said Land**") from the land owners and the name of the companies are duly mutated in the Revenue records and otherwise well and sufficiently entitled to and in possession of all the piece and parcel of land in Group Housing Project marked as "**GH-2 "OMAXE CASSIA" Omaxe Metro City (Hitech Township), Lucknow** (herein after referred to as the "**said Complex**").
- D. The Promoter/Vendor M/s Omaxe Garv Buildtech Pvt. Ltd. prior to the proceedings under Rule 29 of the Companies (Incorporation) Rules, 2014 and consequential grant of fresh Certificate of Incorporation thereunder dated 25/06/2021 by the Registrar of Companies, was earlier known as Garv Buildtech Pvt. Ltd.
- E. The Promoter/Vendor is well and sufficiently entitled to sell the various developed sellable area(s)/units in said Project comprising of various types of

residential flats of various sizes and dimensions forming part of the approved Layout plan of the project.

- F.** The Vendor has developed Group Housing-2 Project as per the approved Layout Plan vide Permit No: 43026 dated 05.01.2019 and revised 109/High-Tech/Layout/2023 dated 10.10.2022 dated 10-Oct-22 in respect thereof by the Lucknow Development Authority on the said Land and has named it as the **"GH-2 "OMAXE CASSIA" Omaxe Metro City (Hitech Township)"**, at Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow (UP). " (herein after referred to as the **"said Project"**) and partial completion certificate has been issued on
- G.** The Promoter/Vendor 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.
- H.** The Vendor applied for and obtained all necessary sanctions, approvals, NOCs, permissions etc. from the concerned Competent Authorities with respect to the Group Housing Scheme.
- I.** No one besides the Promoter/Vendor has any interest, right or claim of any kind in the said unit which at the date hereof is free from all encumbrances and legal disputes and the Promoter/Vendor has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.
- J.** The Vendee(s) after having satisfied itself with the facts aforesaid and having inspected the relevant record relating to title of the said Land and various approvals has agreed to purchase the said Unit as stated below for the consideration and terms stipulated in this Sale Deed and on the specific assurance that the Vendor is fully competent to sell the said Unit in the said Project.
- K.** The Vendee(s) has/have applied for and agreed to acquire/purchase from the Vendor residential Flat No. on floor in Tower,, Block-....., **in the said Project** on the terms and conditions contained in the Buyer's Agreement dated executed by the Vendor and Vendee(s). The Vendor has agreed to sell to the Vendee(s) the residential Flat bearing no. on **Floor** in Tower.....,, Block-....., having super area Sq.ft. (.....**Sq.Mtr.**) Approx. {Covered area Sq.mtrs, Carpet Area Sq.Mtr. with Balcony admeasuring Sq. mtrs. and proportionate interest in common areas in respect thereof admeasuring Sq. mtrs. approximate} in Tower.....,**in the said Project** (hereinafter referred to as the

“**Said Unit**”) along with proportionate undivided interest in the common area and facilities in the building and the land related to the Tower.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS;

1. Consideration & Property Description

- a. That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of **Rs.** /- (**Rupees**.....), already paid by the Vendee(s) to the Vendor, along the receipt whereof the Vendor do hereby admit and acknowledge, the Vendor do hereby sell, transfer, convey, assure and assign unto the Vendee(s), the residential Flat bearing No., having Super Area **Sq.mtrs.** Approx. situated on **Floor** in.....,**Tower** {Covered area Sq.mtrs, Carpet Area Sq.Mtr. with Balcony admeasuring Sq. mtrs. and proportionate interest in common areas in respect thereof admeasuring Sq. mtrs. approximate} **in GH-2 "OMAXE CASSIA" Omaxe Metro City (Hitech Township)**", at Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow (UP) along with proportionate, undivided, importable share in the land underneath and appurtenant to the building in which said Unit is located, together with proportionate rights in the common areas and facilities including all ways, paths, passages, easements, and appurtenances whatsoever to the said Unit to Have, Hold and Enjoy the same unto the Vendee, absolutely and forever.
- b. The Total consideration of said Unit includes recovery of price of land, construction of [not only the said Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit , lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 6 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.
- c. The Vendor hereby confirms and acknowledges the receipt of the total sale consideration in respect of the said Unit, paid by the Vendee(s) to the Vendor and that there is nothing due from the Vendee(s) towards the Sale consideration in respect of the said Unit and the Vendor do hereby acquits, releases and discharges the Vendee(s) in respect of the same.
- d. That the super area of the said Unit includes covered area of the said Unit plus proportionate area under the corridors, passages, staircase, electric

sub-station, projections, architectural features, lift wells, lift rooms, mummy, circulation areas, refuge areas, overhead and underground tanks, boundary walls and built up area under the recreation and other facilities etc. The covered area of the said Unit includes entire carpet area, areas under internal circulation, internal and external walls, areas under balconies, shafts, lofts, cupboards.

- e. That the Vendor has also allotted along with the said Unit parking space to be held and used exclusively by the Vendee as an integral and inseparable part of the said Unit. The parking space shall not be treated as any independent legal entity nor can the same be alienated independently of the said Unit as the Vendee(s) have been given only exclusive right of use of the same.
- f. That vacant and physical possession of the said Unit has been handed over by the Vendor to the Vendee(s) herein at the time of execution of this Deed of Sale, and the Vendee(s) acknowledges having taken over the vacant peaceful physical possession of the same to the Vendee(s)'s complete satisfaction with respect to amongst others, the quality, design, specifications & materials of the earthquake resistant structure constituting the building of which the said Unit is integrated/ integral part and Vendee(s) agree/s that the Vendee(s) shall have no claim whatsoever against the Vendor with regard to any defects or deficiency in construction, quality of materials used or on account of any delays etc., it will be dealt in accordance to RERA Act.
- g. The Vendee(s) hereby confirms and acknowledges that, he/she/they has/have settled his/her/their account with respect to the payment of sale consideration and receiving of interest/ compensation towards delay in offer of possession (if any) with respect to the said Unit from the Promoter and nothing is due to be payable/ receivable to/ from the Promoter, and hereby undertakes not to claim for any interest/ compensation/ damage, etc. from the Promoter in future as the account is fully and finally settled between the Parties.

2. Common Areas:

- a. The Vendee(s) shall have exclusive ownership of the said unit.
- b. The Vendee(s) shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Vendee(s) in the Common Areas is undivided and cannot be divided or separated, the Vendee(s) 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 Vendor shall have control over the common areas and facilities and will

be responsible to maintain and upkeep the said spaces, sites etc. till common areas hand over to the association of Vendee(s) by the Vendor after duly obtaining the occupation certificate from the competent authority as provided in the Act.

- c. Save & except in respect of the said Unit hereby agreed to be sold to the Vendee(s), the Vendee(s) shall have no claim, right, title or interest of any nature on any common area, such as lobbies, staircase, lifts, corridors, terraces and roof, etc. which shall remain the property of the Vendor whose responsibility will be to maintain and upkeep the said spaces, sites, either on its own or through a maintenance agency at the cost and expenses of the Vendee(s) until such time the same or any part thereof is specifically transferred in any manner to any other agency, association etc.

3. Levis, Taxes & Liabilities

- a. That That the Vendee(s) has/have agreed to additionally pay to the Vendor, on demand, any increase in the External Development Charges and/or other charges, rates, taxes, compensations, cess etc., if any, levied, by whatever name called or in whatever form and with all such conditions imposed, by the Government, Local Authorities and/or any other competent Authorities; and such increase therein shall be borne and paid by the Vendee(s) in proportion to the super area of his/her unit to the total super area of all the premises as determined by the Vendor. If such External Development Charges and/or other charges, rates, taxes, compensations, cess etc., if any, levied, are increased/ demanded (including with retrospective effect) by Government, Local Authorities and/or any other competent Authorities after execution of this Sale Deed, then the Vendee(s) undertake to pay such charges directly to the Government Agency or concerned Department or to the Vendor as may be called for immediately on demand. In the event of such charges remaining unpaid the Vendee(s) shall be responsible for the consequences of such non-payment and further agrees that the remaining unpaid charges shall be a charge against the unit duly recoverable through due process of law or recoverable by the competent government authority as arrears of land revenue without any protest or demur by the Vendee. The Vendee(s) further agree/s that he/she would not be competent to challenge such action of recovery against the said Unit by the Vendor due to default of non-payment of such enhanced External Development Charges on the part of the Vendee(s). It is specifically made clear and it is agreed by and between the parties that all the obligations of the Vendee(s) relating to and/or concerning the External Development Charges, as aforesaid shall survive the Sale of the said Unit in

favour of the Vendee(s) and the Vendor shall have first charge/ lien to recover any such non- payment of Charges and/or such shortfall/ increases as the case may be against the said unit.

- b. That at present the fire safety measures in the common areas of the said building/ Project/ Complex have been provided where ever required as per the existing fire safety code/ regulations and charges therefore are included in the sale consideration of the said Unit. If, however, due to any subsequent legislation(s), Government Regulations, Orders or/ and Directives etc., the Vendor is required to undertake/ install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand by the Vendee(s) to the Vendor, proportionate to the area of the said Unit.
- c. That the Vendee(s) shall be liable to pay property tax and all rates, taxes, charges, assessments, levies and cess etc., by whatever name called, assessed or imposed by municipal or other authorities whether levied retrospectively, now or in future in respect of the said Unit irrespective of the fact that the Vendee(s) has/ have not been enjoying the benefit of the said Unit. Till the said Unit is individually assessed to property tax or any other charges including cess etc., as aforesaid by the authorities, the Vendee(s) shall be liable to pay to the Vendor on demand, such taxes/ charges/ cess etc. whether levied now or in future on the land/ buildings of the said Scheme, proportionate to the area of the said Unit.
- d. That in case the proportionate demand pursuant such enhanced EDC etc. with respect to the said Unit, as raised and communicated by the Vendor through or for and on behalf of the Authority, is not paid by the Vendee at the first instance of such Demand, then the Vendee hereby undertakes and assures that such unpaid demand shall be treated by such demanding Authority as 'arrears of land revenue' and shall be recoverable by such Authority from the Vendee only as per law and the Vendor, under any circumstances, shall not be responsible for the payment thereof and further the Vendee hereby undertakes to indemnify the Vendor against any such unpaid demand. Further, the Vendee also declares that in case of such unpaid demand within the stipulated time frame therefore, as communicated by the Vendor/ Agency/ Authority, then the unpaid amount shall remain as charge duly recoverable against the unit. The Vendee declares further that any loss or injury incurred by the Vendor due to non-payment then the loss or injury shall be treated as charge duly recoverable against the unit unless until the Vendor is indemnified by the Vendee.

- e. That all costs of stamp duty, registration fee and other miscellaneous/ incidental expenses on the execution and registration of this Sale Deed has been borne and paid by the Vendee(s). Any deficiency in the stamp duty as may be determined by the Sub-Registrar/ Concerned Authorities along with consequent penalties/ deficiencies as may be levied in respect of the said unit conveyed by this Deed shall be borne by the Vendee(s) exclusively and the Vendor shall not be responsible for the same in any manner, whatsoever.
- f. I) For the purposes of Stamp Duty, the calculation of Valuation of the said Unit as per prescribed Circle Rate are as under :
- i. Covered area of the unit is Sq. Mts. Valuation whereof @ Rs./- (RupeesOnly) per Sq. Mtrs. comes to Rs. (Rupees) and
 - ii. The proportionate land of the particular unit is sq mtr. as the total area land is Sq. Mtrs and total saleable area isSq. Mtrs.
 - iii. Cost of proportionate land for the purposes of valuation, as per Circle Rate @ Rs./- (RupeesOnly) and 10% additional being a corner plot comes to Rs./- per sq. mtr. for area of proportionate land having sq.mtr comes to Rs./- (Rupees).
 - iv. floor comes to Rs./- (Rupees).
 - v. Total valuation for the said Unit for the purposes of stamp duty comes to **Rs.**/- (Rupees).
- II) The Sale Consideration for the said Unit is **Rs.**»/- (**Rupees**),
- The Stamp Duty of **Rs.**/- is being paid on the higher Value **Rs.**/- (**Rupees**).
- g. That the Vendee(s) hereby covenant/s with the Vendor to pay to the Vendor from time to time and at all times the amounts which the Vendee(s) is/are liable to pay as agreed under this Deed and to observe and perform all the covenants and conditions contained in this Deed. The Vendee(s) further undertakes to keep the Vendor and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the covenants and conditions of this Deed

by the Vendee(s) and also against any loss or damage that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Vendee(s).

4. Vendor's Rights & Duties

- a. That the Vendor will indemnify and keep indemnified the Vendee(s) from and against all demands, claims, losses that may be suffered by the Vendee(s) arising on account of any defect in the title of the Vendor to the said Unit.
- b. That except for the said Unit herein agreed to be sold and the necessary easementary rights pertaining thereto, all the residuary rights in the building and the said Project shall continue to vest in the Vendor till such time as the same are not allotted, sold or otherwise transferred to any particular Association of Owners in the said Project/ said Complex as recognized by the Vendor or handed over to any Municipal or Government Authorities or the Association of Apartment Owners constituted under the relevant law and recognized by the Vendor, as may be required.
- c. That the Vendor hereby assures the Vendee(s) that they have absolute title with all rights, full powers and absolute authorities to grant, convey, transfer, assign, and assure the said Unit hereby conveyed, transferred, assigned and assured unto the Vendee(s) absolutely and that the said Unit is free from all encumbrances, charges, liens etc.
- d. That the Vendee(s) has/have satisfied himself/herself/themselves with regard to the above and shall not make any further requisition or objection whatsoever.

5. Vendee(s)'s Rights & Duties:

- a. That the Vendee(s) agree/s to abide by all Laws, Bye-laws, Rules and Regulations applicable to or as may be applicable from time to time, governing or relating to the said Unit, Building, Project, Complex and scheme and shall be responsible/ liable for all defaults, violations or breaches thereof.
- b. That the Vendee(s) shall not use the said Unit or permit/allow the same to be used for purpose other than residential, or for any purpose which may or is/are likely to cause nuisance or annoyance to the occupiers of other Unit or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use.

- c. That the Vendee(s) shall keep the said Unit in good repair at all times and shall not make any additions/ alterations in the said Unit without permission from the Vendor and/ or concerned authorities nor shall demolish any walls including load bearing walls, or cause damage to or nuisance in the said Unit or the said Project in any manner as may affect the safety of the structure of the buildings or of any installations. The Vendee(s) shall be liable for any losses, damages as may be caused on account of breaches.
- d. The Vendee(s) hereby confirms that he/she/they has/have carried out the physical inspection/ measurement of the physical area of the said Unit along with the Promoter and found that the actual area of the Unit is as per sanctioned area and as per all agreed specifications and the Vendee(s) has paid the sale consideration as per the actual area of the said Unit and hereby agrees and undertakes that all his legal heirs, transferees, subsequent purchasers, nominees, etc. in respect of the said Unit shall be fully bound by this covenant and undertaking and shall not raise any disputes, claim, demand, etc. against the Promoter at any time in future.
- e. That the Vendee(s) shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hoardings, hanging of clothes, erect structure of any sort etc. in the common areas as well as outer façade of the Building and shall not change the colour of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.
- f. That all roof right of the top floor shall exclusively vest with the Vendor who has unfettered right to enter upon the terrace through its Agents for purposes of maintenance, repairs, replacements etc. of the Building, Structure and various Installation & common facilities thereon. However, the entire area of the terrace shall be open to all the owners/ occupants of other Unit in the building only in cases of emergencies like fire etc. and shall be further subject to provisions of the local laws.
- g. Use of Basement and Service Areas: The basement(s) and 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, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Vendee(s) 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 same shall be reserved for use by the association of

Allottee(s) formed by the Allottee(s) for rendering maintenance services.

- h. That the Vendor shall, if permitted by law, be exclusively entitled to give on lease or hire any part of the top roof/ terraces above the top floor, (excluding exclusive terraces allotted, if any, specifically by the Vendor in the said Project) for installation and operation of antenna, satellite dishes, communication towers, etc.
- i. That the Vendee(s) shall be entitled to get the said Unit transferred and mutated in its own name as owner in the revenue records or of any other concerned Authorities on the basis of this Sale Deed or its true copy without any further act or consent of the Vendor.
- j. That if the Vendee(s) transfer/s the said Unit to a third party then the Vendee(s) shall have to obtain "No dues" & "NOC" from the Vendor and that such subsequent transferee shall be bound by the terms and conditions of this Sale Deed.
- k. That the Vendee(s) undertake/s to follow, observe and perform all the internal GUIDE LINES as may be made applicable by the Vendor or the Maintenance Agency or the Association from time to time.
- l. That all terms and conditions of the Buyer's Agreement in respect of the said Unit shall be deemed to have been incorporated in this Deed save and except those of the terms and conditions of the Buyer's Agreement which are at variance with the terms and conditions contained in this Deed in which case same terms and conditions contained herein shall prevail.
- m. That the Vendee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or waste material, anywhere save and except at areas/places specifically earmarked for the purposes in the said Complex.
- n. That the Vendee(s) shall not store in the said Unit any goods, which may be combustible/hazardous to health and obnoxious in nature.
- o. In case, the said Unit is not used and occupied by the Vendee(s) himself then he shall ensure that all obligations/liabilities and responsibilities devolving upon him/ it under this deed are complied with by the occupier and the same are made equally binding on the occupier of the whole or any part of the said Unit in the same way as they are binding on the Vendee(s) and these conditions shall form part and parcel of the terms and conditions of the agreement with the occupier. Even in case the Vendee(s) fail/s to impose these conditions on the occupier and/ or occupier fails to adhere to such conditions, the Vendee(s) shall be liable for such violations. However, the Vendor/ Maintenance Agency reserve its rights to seek

remedial measures against both Vendee(s)/ occupier of the said unit, jointly & severally, as the case may be.

- p. If any provision of existing or future law is made applicable on the said Complex and any additional provisioning like that of pollution control devices, effluent treatment plant or any other thing under the law of pollution control or any other provision and any other law/order is required to be made, then the cost of such additional provisioning shall be proportionately shared by the unit Vendee(s) and paid as and when demanded by the Company within time. The time for handing over possession of the unit shall stand extended if the possession is delayed due to such provisioning by the Company.
- q. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the said Unit, it is made clear that it is only the covered area of the said Unit to which the Vendee(s) shall have the exclusive right and the inclusion of the common areas in the computation does not confer any exclusive title thereon to the Vendee(s).
- r. That the Vendee(s) shall have no specific right in the said land under the building excepting to the undivided/ unidentified rights in land proportionate to the area of the said Unit herein.
- s. That the Vendee(s) agree/s that in case further construction on any portion of the said land or building or on the terrace becomes permissible, the Vendor shall have the exclusive right to take up or complete such further construction as belonging to the Vendor notwithstanding the designation and allotment of any Common Areas as Limited Common Areas or otherwise. It is agreed that in such a situation or with a view to complying with the provisions of the local laws, the proportionate share of the Vendee(s) in the Common Areas and Facilities, the Limited Common Areas and Facilities and in the land underneath the building shall stand varied accordingly, without any claims from the Vendee(s). The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey(s) with the existing such facilities/ installations.
- t. The Vendee(s) shall not involve the Vendor, by his conduct or otherwise, directly or indirectly in any type of litigation with any other party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Vendor, and it will be treated as dues recoverable against the said Unit in respect of the norms under RERA Act.

- u. That the Vendee(s) shall use Compact Fluorescent Lamps (CFL) for internal lighting to conserve energy.

6. Maintenance:

- a. That the Vendor and/ or its nominee Maintenance Agency shall look after the maintenance and upkeep of the common areas and facilities in the Complex and the Vendee(s) hereby agree/s to pay maintenance charges, interest free maintenance security, contribution towards sinking/ replacement fund as may be demanded by the Vendor or the Maintenance Agency. The Vendor or the Maintenance Agency shall be entitled to withdraw itself from maintenance activities on notice to Unit owners in the said Complex and to hand over the same to any Authorities or a Body/ Association of the Unit Owners as recognized by the Vendor in terms of the local laws, as may be applicable.
- b. That the Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the Vendor and/ or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the said Complex and shall be bound by the rules & regulations of the Maintenance Agency. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Complex, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the Maintenance Agency, for non/belated payments thereof.
- c. That the Vendee(s) shall permit the representatives of the Vendor and/ or of the Maintenance Agency from time to time and at all reasonable times to enter into/ upon the said Unit in order to inspect the same and to carry out necessary repairs/ replacements etc.
- d. In addition to the Vendor's and the Maintenance Agency's rights of unrestricted usage of all common areas and facilities and parking spaces for providing necessary maintenance services, the Vendee(s) agree/s to permit the Vendor or Maintenance Agency to enter into the said Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Unit or the defects in any other Unit above or below the said Unit. Any refusal of the Vendee(s) to give such right to entry will be deemed to be a violation of the terms & conditions of this Sale Deed as well as the Maintenance Agreement and the Vendor shall be entitled to take such actions as it may deem fit.
- e. That the Vendee(s) before transferring his Interest in the said Unit shall obtain No Dues Certificates from the Maintenance Agency. The transferees of the Vendee(s)'s interest in the said Unit shall always be bound by the

provisions of the Maintenance Agreement executed by the Vendee(s).

- f. That to safeguard the interest of the owners/ occupants of Units in the said Project/ Complex, the entry of outsiders to the building complex may be regulated by the Maintenance Agency by engaging certain security personnel. The provision of such security services would not create any liability of any kind upon the Vendor/ Maintenance Agency for any thefts, mishap resulting at the hands of any miscreants.
- g. That the Vendor and/ or the Maintenance Agency shall have the right to insure and keep insured the structure of the building against such risks as the Vendor and/ or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Vendee(s) in proportion to the area of the said Unit. The contents, fixtures and fittings installed in the said Unit shall, however, be insured by the Vendee(s)/ occupier(s) at its own cost.
- h. That whenever the title of the said Unit is transferred in any manner whatsoever, the transferor and transferee shall within 30 days of transfer give notice of such transfer in writing to the concerned Authorities, the Vendor and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the said Unit failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Unit.
- i. In the event of death of the Vendee(s), the person on whom the rights of deceased devolve shall, within 30 days of devolution give notice of such devolution to the Authorities, Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authorities and/or any other Government Agency.
- j. The transferee or the person, on whom the title devolves as the case may be, shall supply to the Authorities, Vendor and the Maintenance Agency certified copies of document(s) evidencing such transfer or devolution.

7. Others:

- a. That the said Land under the said Scheme/ Complex includes parcels earmarked for certain facilities like shops, recreation club etc. and the buildings constructed/ to be constructed thereon and therefore. The Vendee(s) shall have no claim to such parcels of said land in the said Scheme/ Complex and/ or the buildings thereon and these are not within the scope or purview of this Sale Deed. However, it is specially clarified that the ownership of the club, its equipment, buildings and constructions together with the rights in the land underneath shall continue to vest with the company at all times irrespective of whether its management is done by

the company and/or its nominee appointed for this purpose. The Allottee shall be entitled to avail the club facilities/services as per the rules and regulations of the Club.

- b. That if any of the provisions of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Sale Deed shall remain valid and enforceable in accordance with their terms.
- c. That at any time, with respect to the building and/or the Complex, in which the said unit is located, the Vendor being owner of the building/Complex and being Grantor, may submit the said property to provisions of concerned Act, rules and regulations there under. The Vendee(s) expressly agree/s and assure/s the Vendor that the uniform computed value of the said Apartment, as may be specified by the Vendor at their sole discretion in accordance with the Act, rules and regulations therefore only shall be conclusive and binding on the Vendee(s) and shall not vary and/or fluctuate at any point of time in future due to any subsequent sale transaction, taxation or otherwise.
- d. That the said Complex shall always be known as **"OMAXE CASSIA"** and the said name shall never be changed by Vendee(s) and/ or jointly by the Vendee(s) and owners of the other Units in the said Project/ Complex or any Residents Welfare Association as recognized by the Vendor that may be formed at any subsequent time.
- e. That in case there are joint Vendee(s), all communications shall be sent by the Vendor to the Vendee(s) whose name appears first and the communications sent to the Vendee(s) on the given address shall for all purpose be considered as served on all the Vendee(s) and no separate communication shall be necessary to the other named Vendee(s). That for the purpose of the communications with the Vendee(s) relating to said Unit, the address of the Vendee(s) stands amended in the records of the Vendor and the nominated Maintenance Agency from the date of execution of this Sale Deed and all Communications henceforth shall be sent on changed address of the Vendee(s) as per this Deed. If the Vendee(s) fail/s to receive any such communications, it shall be responsibility of the Vendee(s) to get into touch with the Vendor/ Maintenance Agency regarding such communications.
- f. That failure of either party 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.
- g. That the use of any gender, in this Deed or use of singular or plural expressions shall be understood to mean the appropriate gender or

singular or plural expression with reference to the context and text of any particular clause of this Deed and the same shall be read and construed accordingly as the context demands.

- h. All or any disputes arising out or touching upon or in relation to this Sale Deed, 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 LUCKNOW. Subject to Arbitration as referred above and LUCKNOW shall have jurisdiction in case of any dispute.
- i. The vendee further confirms to have deposited with the Government the 1% TDS deducted from the sale consideration of the Apartment under section 194 IA of the Income tax Act 1961. In case of non-deposition of the TDS, the Vendor shall have lien on the Apartment conveyed herein to the extent of the TDS liability and the Vendee alone shall be liable for the penal action prescribed by the act in this regard.
- i. That all the Annexure and the Schedule of this Deed shall form part and parcel of this Deed.

SCHEDULE - I
“THE SAID UNIT”
REFERRED TO ABOVE

The Residential **Unit No.** on **Floor**, situated in,
 **Tower, Block No.** in the said Residential Project known as
“GH-2 “OMAXE CASSIA” Omaxe Metro City (Hitech Township)”, at Omaxe
 Metro City, Kallipashchim, Raebareli Road, Lucknow (UP) along-with
 proportionate, undivided impartibly share and interest in the land underneath and
 appurtenant to the building in which said Unit is located shown in the plan
 appended hereto as Annexure-A and bounded as below :-

East	:
West	:
North	:
South	:

PAYMENT SCHEDULE

IN WITNESS WHEREOF the said Sellers, through its Authorized Signatoryauthorized to execute this Sale Deed and the Vendee(s) have set their respective hands at these presents on the day, month and year first above written.

WITNESSES

(1)

(VENDOR)

PAN :.....

(2)

(VENDEE)

Typed by:

Drafted by:

Advocate
Mob. No :

PHOTOGRAPH OF THE PROPERTY

Unit No. on Floor, situated in Tower in the said Residential Project known as "GH-2 "OMAXE CASSIA" Omaxe Metro City (Hitech Township)", at Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow (UP).

Vendor

Vendee(s)

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