AGREEMENT FOR SALE

(without possession)

.....

1.	Ward/Pargana	:	Lucknow
2.	Mahalla/Village	:	Kallipashchim
3.	Detail of Property	:	Plot/Unit No. **.....** in Project **".....",** registered as **.....** situated at **Village-Kallipashchim, District-Lucknow (UP)**
4.	Unit of Measurement	:	Square Meters
5.	Plot Area of the Unit	:	**.....**
6.	Location Road	:	Not on any segment road
7.	Sale Price of the Unit	:	Rs. **.....**
8.	Advanced	:	Rs. **.....**
9.	Stamp Duty	:	Rs. **.....**
10.	Boundaries:		
	East	:	**.....**
	West	:	**.....**
	North	:	**.....**
	South	:	**.....**

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed at **Lucknow** on this _____ day of **, _____,**

By and Between

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), represented by its authorized signatory **.....** (Aadhar no. **.....**) 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).

AND

.... & **..... ....** hereinafter called the "Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority

(c) " Government" means the Government of Uttar Pradesh

(d) "Rules" means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016 as amended from time to time;

(e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;

(f) "Section" means a section of the Act.

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")** for the development of Hi-tech Township in Lucknow, U.P.

B. In pursuance thereof the erstwhile M/s Garv Buildtech Pvt. Ltd. now known as Omaxe Garv Buildtech Pvt. Ltd. has signed a Memorandum of Understanding on 10.09.2009 and later a Development Agreement dated 08.08.2011 with Lucknow Development Authority for the development of Hi-tech Township project on the said Land at Lucknow.

C. 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.**

D. The Promoter along with others are the absolute and lawful owner of land admeasuring **.....** square meters (hereinafter referred to as the "**said Land**") situated at **Omaxe Metro City, Kallipashchim, Raebareilly Road, Lucknow (UP)**, which is a parcel of the land admeasuring 2794606.55 square meters of **Omaxe Metro City (Hitech Township DA-1), Lucknow** more specifically provided in **Annexure-A** *vide* sale deed(s) duly registered with the office of the Sub-Registrar, Lucknow, (U.P.) 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 Promoter 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.)

E. The said Land is earmarked for the purpose of development of a residential Plotted Colony and the said project is known as **".....",** registered as "**.....**" (hereinafter referred to as the "**Project**"):

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

F. 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.

G. The Lucknow Development Authority has granted the initial commencement certificate to develop the Project *vide* approval through **permit no. 43026 dated 05.01.2019 and revised 109/High-Tech/Layout/2023 dated 10.10.2022** granted by Lucknow Development Authority;

H. The Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from Lucknow Development Authority. The Allottee(s) agrees that the Promoter may make any changes to the approved layout plan, sanctioned plan of the Project, specifications of the Unit and nature of fixtures, fittings and amenities with required prior consent of Allottee(s). The Promoter is entitled to make such minor additions or alterations as may be required by the Allottee(s) or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee(s).

I. The Promoter has registered the Project with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration no. **.....** under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **"the Act"**) and/or Rules and Regulations made/to be made thereunder ('Rules') and are subject to provisions of the Act and/or Rules.

J. The Allottee(s) had applied for a plot in the Project *vide* application dated **.....** and has been allotted Unit No. **.....** having tentative area of **..... Sq.mtr.** (**..... Sq. Yd.**), as **Plot No. ....., Pocket- ....., ...** of "**.....**", registered as "**.....**" as per approved layout and as per provisions of concerned State Laws. (hereinafter referred to as "said Unit" more particularly described in Schedule A). The layout plan of the Unit is annexed hereto and marked as Schedule-B);

Subject to any change in numbering of the plots by the concerned authorities on the sanctioning of the revised layout, if any.

K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

(i) Environment Clearance vide Ref. No. **328/Parya/SEAC/606/2018/ dated 20-August-2018 and revised EC23B039UP156131 dated 07/05/2023**.

(ii) Layout approval vide Ref. No. **43026 dated 05.01.2019 and revised 109/High-Tech/Layout/2023 dated 10.10.2022.**

L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

M. The Allottee(s) hereby confirm that he/she/it has seen the relevant documents/papers pertaining to the said Project and is fully satisfied that the title of the Land of the said Project is marketable and the Promoter has right and authority to develop the said Project on the said Land and to sell the said Unit and other Units thereat to any party and under the terms and conditions mentioned in the Sanction/Permission Letter issued by concerned authority (hereinafter referred to as the said "**Authority**") to the Promoter and the Allottee(s) hereby accepts and undertakes to abide by the terms and conditions of this Agreement. The Allottee(s)

further agrees to abide by the terms and conditions of all the permissions, sanctions, directions issued by the competent authorities and that of prevailing byelaws, guidelines of said Authority from time to time. The Allottee(s) has also seen and understood the lay out plans designs, and specifications of the said Unit and the said Project and agrees to purchase the said Unit.

N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

O. 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(s) hereby agrees to purchase the said Unit and the open/covered parking (if applicable).

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the said Unit as specified in **Schedule-A** of this Agreement.

1.1.2 Both the Parties confirm that they have read and understood the provisions of section 14 of the Act.

1.2. The sale price for the said unit based on the plot area is **Rs. ...../- (.....)** as per detailed break-up given in **Schedule-C-1** of this Agreement.

1.2.1 The Total price of the said Unit as per detailed break-up given in **Schedule-C-1** shall be payable as per payment plan mentioned in **Schedule-C-2** of this Agreement.

Explanation:

(i) The Total Price above includes the booking amount, i.e. 10% of the total cost of the Unit, paid by the Allottee(s) to the Promoter towards the said Unit;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the said Unit to the Allottee(s) and the project to the association of Allottee(s) or the competent authority, as the case may be, after obtaining the completion certificate. However, it is clarified that GST and other taxes payable on purchase of said Unit shall be paid extra by the Allottee(s):

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the promoter shall be increased/ reduced based on such change/modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s);

(iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) 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(s) 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 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 12 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.

1.3 The Allottee(s) undertakes to pay additionally to the Promoter (If applicable) the City Development Charges/Additional City Development Charges, Village Infrastructure Development Charges levied, by whatever name called or in whatever form and with all such conditions imposed by the U.P. Government and/or any Competent Authority(ies) and any increase thereof and such increase in IDC and City Development Charges shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the total area of all the Units in the said Project as determined by the Promoter. If such charges are increased (including with retrospective effect) after the Conveyance Deed has been executed then such charges shall be treated as unpaid sale price of the said Unit and the Promoter shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee(s). In the event the Allottee(s) makes any delay in payment of City Development Charges/Additional City Development Charges/Village Development Charges to the Promoter, then the Allottee(s) shall be responsible to pay penalty/fine/interest imposed by the concerned authority due to delay in payment of aforesaid charges. It is further agreed that that in case certain trunk facilities such as Road Connection, Drainage and Sewage disposal, Water and Electricity Supply, Solid Waste Management and such kind of other services can also be provided by the Government bodies to the Promoter on the basis of actual expenses along with 15% supervision charges added thereon and in such cases the expenses so incurred shall be passed on to the Allottee(s) on pro rata basis. Further, as per the Township Policy the Promoter may provide for basic public

facilities such as Roads, water, drainage and Sanitation, Water and Electricity supply to the rural abadies falling within the Township through such services of the Township for which the Allottee(s) shall not have any objections. However, the Promoter shall be entitled to realize user charges from the beneficiaries of the abadies areas enjoying such services.

1.4 The Allottee(s) agrees and undertakes to pay Monthly Maintenance Charges for 01 year in one time advance and Water/Sewer connection Charges, Storm water connection charges, Water Consumption Charges for Construction of said Unit, Malba Charges, Administrative Charges, Free Hold Charges, Meter Connection Charges, CLU Charges (as applicable), EEC , ESSC & FFC, Sewer and Water Treatment Charges, External Infrastructure Development Charges (As applicable), Village Infrastructure Development Charges, Supervision Charges, Escalation (if any), CDC, Additional CDC, Metro/Banda Charges, Charges for establishment of police post/station, Govt. Common Facility (Road Connectivity & Electricity Supply to Township), increase, if any, in Govt. Charges in future & any New Charges levied /imposed by the Govt. as and when demanded by the Promoter on pro-rata basis.

1.5 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

1.6 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C-2** ("**Payment Plan**").

1.7 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.8 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s). Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act. Provided that the Promoter may make such minor

additions or alterations as may be required by the Allottee(s) or such minor changes or alterations as per the provisions of the Act.

1.9 The Promoter shall confirm the final plot area that has been allotted to the Allottee(s) after the development of the plotted area alongwith essential services is complete. The Promoter shall inform the allottee about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit then the Promoter shall refund the excess money paid by Allottee(s) within Forty Five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the area, which is not more than three percent (3%) of the area of the Unit, allotted to Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule-C-2**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.10 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the said Unit as mentioned below:

i) The Allottee(s) shall have exclusive ownership of the said Unit;

ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(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 promoter shall hand over the common areas to the association of Allottee(s) after duly obtaining the completion certificate from the competent authority as provided in the Act;

iii. The Allottee(s) has the right to visit the project site to assess the extent of development of the project and his Unit.

1.11 It is made clear by the Promoter and the Allottee(s) agrees that the Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottee(s) of the said Project . It is further clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project in conformity with the relevant density norms and according to the concerned act, rules, regulations and bye-laws in respect thereof. It is clarified that the common facilities, amenities, services to be provided for use and enjoyment of Allottee(s) of this phase may be provided as part of large real estate Project on proportionate basis according to the concerned act, rules, regulations and bye-laws in respect thereof. The

Allottee(s) understands and agrees that the common facilities, amenities, services like Sewage Treatment Plant, Underground Water Tank and other facilities within the large real estate Project will be made available for use and enjoyment of Allottee(s) of a particular phase jointly with Occupants/Allottee(s) of other phases within the large real estate Project and the Allottee(s) agrees to use such common facilities, amenities, services without causing any hindrance/obstruction to Occupants/Allottee(s) of other phases of the large real estate Project.

1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, lease rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s)s or any liability, mortgage loan and interest thereon before transferring the said Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

1.13 The Allottee(s) has paid a sum of Rs. **...../-** which includes booking amount/part payment of booking amount, the receipts of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the said Unit as prescribed in the Payment Plan [**Schedule-C-2]** as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

1.14 Assignment of allotment of the Said Unit by the applicant shall be permissible at the discretion of the Promoter on payment of such administrative cost as may be fixed by the Promoter from time to time, provided that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule-C-2]** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**.....**' payable at Lucknow/at par.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of

payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) 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(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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(s) and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/her name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Similarly the Allottee(s) is also under obligation to pay the scheduled installments in time for timely completion of the project and any delay/default in timely payment of the scheduled installments shall, apart from other remedies available to the Promoter under RERA Act, 2016, enable the Promoter to extend the period of delivery of possession at its option.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the said Unit to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be. Similarly the Allottee(s) shall make timely payments of the installments and other dues payable by him/her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule-C-2** (Payment Plan).

6. CONSTRUCTION OF THE PROJECT/ UNIT:

6.1 The Allottee(s) has seen the relevant title documents, proposed layout plan, specifications, amenities and facilities of the said Unit and the Project and accepted the area, layout plan and

payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State Government and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

7. POSSESSION OF THE SAID UNIT

7.1 Schedule for possession of the said Unit- The Promoter agrees and understands that timely delivery of possession of the said Unit to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said Unit along with ready and complete

common areas with all specifications, amenities and facilities of the project in place on **.....,** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, civil commotion, insurgency or any other circumstances or order of any competent Court/Authority beyond the reasonable control affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within 120 days from that date. The promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities to the RWA once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottee(s).

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion/occupancy certificate as the case may be from the competent authority shall offer in writing the possession of the said Unit, to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of completion/occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agrees to pay maintenance charges as determined by the Promoter/Association of Allottee(s), as the case may be after the issuance of completion/occupation certificate for the project. The Promoter shall hand over the completion/occupation certificate of the Unit to the Allottee(s) at the time of Conveyance Deed.

7.3 **Failure of Allottee(s) to take Possession of Unit-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall within the time stipulated by the Promoter in the notice offering possession, take possession of the said Unit from the Promoter by making payment of balance Total Sale Price and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall, give possession of the said Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable to pay the Promoter holding charges at the rate of Rs. 1/- per square feet per month of the plot area for the period beyond 3 months from the date of Completion Certificate till actual date of taking over of possession by Allottee(s) in addition to maintenance charges as specified in para 7.2. If the Allottee(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Promoter in its notice,

the said Unit shall lie at the risk and cost of the Allottee(s) and the Promoter shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the said Unit or for any other purpose. Further, the Promoter shall not be responsible for any loss or damage to the fittings and fixtures in the said Unit on account of the Allottee(s) not taking possession of the Unit, as specified hereinabove..

7.4 **Possession by the Allottee(s) -** After obtaining the occupancy/completion certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee(s)s or the competent authority, as the case may be, as per applicable laws.

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

7.6 **Compensation –** The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the] Unit, which shall be paid by the promoter to the Allottee(s) within forty-five days of it becoming due.

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee(s) as follows:

(i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project.

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit till registration of the said Project under RERA;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said Unit and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Unit to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of said Unit along with common areas (equipped with all the specifications,

amenities and facilities) has been handed over to the Allottee(s) and the association of Allottee(s) or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the said Unit to the Allottee(s) within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit shall be in habitable condition which is complete in all respect including the provisions of all specifications, amenities, and facilities as agreed between the Parties, and for which occupancy certificate/completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession

of the Unit, which shall be paid by the promoter to the Allottee(s) within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules prescribed in the Rules;

(ii) In case of default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated/ cancelled. The Promoter must not be in default to take this benefit. Provided that the promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. EXECUTION OF DEED OF CANCELLATION

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

11. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of Total Price of the said Unit as per para 1.2 under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the said Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy/completion certificate and the completion certificate, as the case may be, to the Allottee(s).. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorizes

the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

12.1 The Promoter shall be responsible to provide and maintain essential services in the Project either through itself or through any appointed agency or an association (hereinafter referred to as "**Maintenance Agency**") till the taking over of the maintenance of the project by the association of Allottee(s) upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate has not been included in the total price of the Unit and shall be payable as per payment plan mentioned in Schedule-C-2 of this agreement. However, if the association of the Allottee(s) is not formed within 1 year of completion certificate the Promoter will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance in terms of para 1.2 + 10% in lieu of price escalation for the purpose of the maintenance for next one year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to Association of Allottee(s) once it is formed.

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

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

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

13. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days or any extended period required in respect thereof. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the Unit or defective material being used or regarding workmanship, quality or provision of service. In the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, the Promoter shall not be liable in case of the following:

a) Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;

b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.

c) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.

d) Structural defects occurring in the Unit that has undergone civil renovations.

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

The Allottee(s) hereby agrees to purchase the said Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total

maintenance charges, as determined and thereafter, billed by the maintenance agency appointed or the association of Allottee(s)s (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

15. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) and/or maintenance agency to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

16. USAGE:

16.1 The Allottee(s) shall be allowed to use the said Unit only for specified purpose (residential/commercial).

16.2 The Allottee(s) shall not do or permit anybody to do the following acts in the said Unit (applicable in case of commercial Unit):

(i) Store in the said Unit any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Unit or any part thereof.

(ii) Do anything in or about the said Unit which may tend to cause damage to any flooring or ceiling or any Unit over/ below or adjacent to his Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.

(iii) Demolish the Unit or any part thereof or to make any additions or alterations of whatever nature to the said Unit or any part thereof.

(iv) Close ground space or common passages or common corridors even if a particular floor/ floors are occupied by the same Allottee(s).

(v) Make any alterations in any elevations and outside colour scheme of the exposed wall of the verandah or any external wall, or both the faces of external doors and windows of the Unit to be acquired by him, which in the opinion of the Promoter differ from the colour scheme of the said Project.

(vi) Put up any name or signboard, publicity or advertisement material outside his Unit or anywhere in the common areas without prior permission of the Promoter or his nominee in writing.

(vii) If the Promoter allots any floor/Space in the said Project in favour of Allottee(s) which is specifically designated for carrying out cafeteria/Food Court/any other allied purpose then the Allottee(s) shall comply to the following terms in addition to terms and conditions of this Agreement:

(a) Allottee(s) shall have to obtain all licenses, statutory permissions and approvals required for running, operating and establishing the Food Court in the Premises.

(b) Allottee(s) shall have to observe and comply with the rules, regulations and bye-laws of the Municipal Authority of concerned District/State/City or any statutory authority.

(c) All the staff employed in the Food Court shall be the employees of Allottee(s)(s) and the Promoter shall not be liable for any claims/liability/disputes arising out of their employment.

(d) Allottee(s)(s) shall not employ any employees who is minor under the Indian Majority Act or any other Act prevailing in India and further agrees that it will comply all the provision of Labour Law and other prevailing laws in India for its Commercial Operation of Food Court in the said Premises during the entire term of this Agreement and shall always keep the Promoter indemnified for the same.

(viii) Allottee(s) agrees to comply with all the requirements of law related to Shops and Establishments Act, Prevention of Food Adulteration Laws, Labour Laws, ESIC, Provident Fund etc. and other statutory provisions governing its business in the Premises during the entire term or the extended term of this Agreement.

(ix) No further construction/ modification is permissible to the Allottee(s) anywhere in the Unit.

(x) The Allottee(s) shall have no objection against the Promoter if the Promoter makes allotment of any space/floor in the said Project specifically designated for carrying out cafeteria/ Food Court/any other allied purpose in favour of any other Allottee(s).

16.3 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 Allottee(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.

17. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:

17.1 Subject to para 13 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Unit , common passages, corridors, circulation areas, which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain

the same in a fit and proper condition and ensure that the support, shelter etc. of the adjacent Unitis not in any way damaged or jeopardized.

17.2 The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Unit or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common passages or pathways..staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said Unit.

17.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

19 ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

20 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit.

21 U.P APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MANITENANCE OWNERSHIP ACT 2010.

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

22 BINDING EFFECT:

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Lucknow (U.P.) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

23 ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, Agreement, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, as the case may be.

24 RIGHT TO AMEND:

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

26 WAIVER NOT A LIMITATION TO ENFORCE:

a. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan **[Schedule-C-2]** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

b. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

29 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s) , after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Sub Registrar ,Sarojni Nagar, Lucknow Hence this Agreement shall be deemed to have been executed at Lucknow.

31 NOTICES:

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified below:

ALLOTTEE: .....

PROMOTER: .....

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

32 JOINT ALLOTTEE(S):

That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) 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 Allottee(s).

33 SAVINGS:

Any application letter, allotment letter, Agreement, or any other document signed by the Allottee(s), in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale/ lease for such Unit shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

34 GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

35 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

36 REGISTRATION OF AGREEMENT AND PAYMENT OF STAMP DUTY:

The Allottee(s) hereby agrees to register this Agreement in pursuance of the Act by paying adequate Stamp Duty, registration charges and legal expenses in this regard. In case the Allottee(s) fails to pay Stamp Duty, registration charges etc., or fails to get this Agreement registered, then the Promoter shall at discretion to cancel this Agreement. That the Total Sale Price of the said unit is **Rs. ...../- (.....).**

Hence, the required **stamp of Rs. ...../- (.....)** is being paid by the Allottee(s)/ Second party @ 2% of the sale price to register this Agreement. The same shall be adjusted in the sale deed.

IN WITNESS WHEREOF parties herein above 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 above written .

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name : **.....**

(2) Signature _____

Name :

Please affix photograph and sign across the Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorized Signatory) _____

Name : **.....**

S/o : **.....**

Address : **.....**

Please affix photograph and sign across the Photograph

At Lucknow on in the presence of

WITNESSES:

1. Signature : _____

Name : _____

Address : _____

2. Signature : _____

Name : _____

Address : _____

TYPED BY **DRAFTED BY**

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

ANNEXURE - 'A'

DETAILS OF LAND ALONG WITH OWNERSHIPS OF LAND OF THE SAID PROJECT

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

SCHEDULE 'A'

DETAILS OF SAID UNIT

CUST ID: .....

Unit Bearing No. : "**.....**"

Super Area Approx. : **.....**Sq.Yard/ **.....** Sq. Mtr.

Along-with boundaries in all four directions as mentioned herein below to be constructed in project known as **".....",** registered as "**.....**" to be developed on a portion of land situated at Village-Kallipashchim, District- Lucknow (UP) (hereinafter referred to as the "**Project**).

Bounded by

East	**:**	**.....**
West	**:**	**.....**
North	**:**	**.....**
South	**:**	**.....**

Note: Subject to any change in numbering of the plots by the concerned authorities on the sanctioning of the revised layout, if any.

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

SCHEDULE 'B'
FLOOR PLAN OF THE SAID PLOT

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

SCHEDULE-C-1

COST DETAILS OF THE SAID UNIT

** Stamp Duty, Registration Charges, Cost towards Individual Electricity Meter, External Electrification, Water & Sewerage, any futuristic increase in External development Charges & Infrastructure Development Charges, extra car parking (if any) are not included in the price and shall be payable by the Allottee(s)(s) on demand by the Promoter on offer of possession of the said unit or as and when demanded by concerned competent (in case of EDC & IDC, other Govt. Levy, imposition etc.)

*1 sq. mtr. = 1.196 sq. yd. and 1 sq. mtr. = 10.764 sq. ft.

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

SCHEDULE-C-2

COST OF THE UNIT AND ITS PAYMENT PLAN

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**

Metro City Lucknow

Specifications for Plots

The Price is inclusive of services such as Roads, Sewer Line, External & Internal Storm Water Line, Electrical (HT/LT/Street) Lines, & Water supply lines.

Note: The cost of electric, sewer & water connection and any other connection of services will be paid by customer in addition.

For Omaxe Garv Buildtech Pvt. Ltd.

Authorized Signatory **(Allottee)** **(Allottee)**