

SALE DEED

1.	Ward/Pargana	:	ARAIL
2.	Mahalla/Village	:	Mavaiya Uparhar (Omaxe Hi – Tech City)
3.	Detail of Property	:	Flat / Dwelling Unit No. _____, TOWER E , in the Project known as “ OMAXE AANANDA (HITECH TOWNSHIP) TOWER –E ”, situated at GH-11 HI-TECH Township, Village: Mavaiya Uparhar, Tehsil – Karchhana, District- Prayagraj (UP)
4.	V-Code	:	0027
5.	Unit of Measurement	:	Square Meters
6.	Covered area of the Unit	:	_____ Sq. Meters
7.	Carpet area of the Unit	:	_____ Sq. Meters
8.	Proportionate Land	:	_____ Sq. Meters
9.	Location Road	:	Not on any segment road
10.	Sale Consideration	:	Rs. _____
11.	Valuation (included Facilities 25 %)	:	Rs _____
12.	Stamp Duty Paid on Agreement to Sell	:	Rs. _____
13.	Stamp Duty Paid on Sale Deed	:	Rs. /-
14.	Total Stamp Duty paid	:	Rs. /-
15.	Boundaries		
	East	:	
	West	:	
	North	:	
	South	:	

Number of Promoter/Seller : 01 Number of Vendee/Purchaser(s) : 2

DETAILS OF SELLER:

M/S OMAXE PANCHAM REALCON PVT. LTD. (PAN NO: AAECF 7196D) (CIN no. U45400DL2008PTC179473) (Formally known as M/s. Pancham Realcon 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 56 A/ 56 B , Adarsh Square, Sardar Patel Marg, Civil Lines , Prayagraj, Uttar Pradesh, represented by its authorized signatory, **Mr.** _____ S/o (Aadhaar 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).

DETAILS OF PURCHASER(S):

_____ **S/O W/O/ D/O** _____ jointly
 _____ both residents of _____,
 hereinafter referred to as 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).

SALE DEED

This Sale Deed is made and executed at Prayagraj (UP) on this day of2024.

BY

- (1) **M/s Pancham Realcon Pvt. Ltd.**, a private limited incorporated under the provisions of Companies Act, 1956 having its registered office at 10, L.S.C. Kalkaji, New Delhi -110019 (hereinafter referred to as the “**PRPL**”)

AND

- (2) **M/s Utkrisht Real Estate & Associates Pvt. Ltd.**, a private limited incorporated under the provisions of Companies Act, 1956 having its registered office at Cyber Tower, Second Floor, TC-34/V2 Vibhuti Khand, Gomti Nagar Lucknow, UP - 226010 (hereinafter referred to as the “**URPL**”)

AND

- (3) **M/s Aviral Colonisers Pvt. Ltd.**, a private limited incorporated under the provisions of Companies Act, 1956 having its registered office at Flat No. S-5, IInd Floor, Chandan Vihar, 13-A, Sardar Patel Marg, Civil Lines, Allahabad, UP (hereinafter referred to as the “**ACPL**”)

AND

- (4) **M/s Satkar Colonisers Pvt. Ltd.**, a private limited incorporated under the provisions of Companies Act, 1956 having its registered office at Cyber Tower, Second Floor, TC-34/V2 Vibhuti Khand, Gomti Nagar Lucknow, UP - 226010 (hereinafter referred to as the “**SCPL**”)

AND

- (5) **M/s Beautiful Landbase Pvt. Ltd.**, a private limited incorporated under the provisions of Companies Act, 1956 having its registered office at Omaxe City IIIth, Milestone, Near Bad Ka Balaji, Bus Stand, Jaipur, Ajmer Expressway, Jaipur, Rajasthan - 302026 (hereinafter referred to as the “**BLPL**”)

AND

- (6) **M/s Bhavesh Buildcon Pvt. Ltd.**, a private limited incorporated under the provisions of Companies Act, 1956 having its registered office at 7, L.S.C. Kalkaji, New Delhi -110019 (hereinafter referred to as the “**BBPL**”)

AND

- (7) **M/s Mangla Villas Pvt. Ltd.** a private limited incorporated under the provisions of Companies Act, 1956 having its registered office at 7, L.S.C. Kalkaji, New Delhi -110019 (hereinafter referred to as the “**MVPL**”)

PRPL, URPL, ACPL, SCPL, BLPL, BBPL and MVPL, hereinafter collectively referred to as the “**Land Owners**”. Land Owners have entered into and executed and registered Consortium agreement and mutually decided to appoint M/s Pancham Realcon Pvt. Ltd.

M/S OMAXE PANCHAM REALCON PVT. LTD. (PAN: AAECF 7196D) (CIN U45400DL2008PTC179473) (Formally known as M/s. Pancham Realcon 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, Local Shopping Centre, Kalkaji, New Delhi-110019 and its Regional Office at 56 A/ 56 B, Adarsh Square, Sardar Patel Marg, Civil Lines, Prayagraj, Uttar Pradesh, represented by its authorized signatory, **Mr.** _____ S/o _____ (Aadhaar 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).

IN FAVOUR OF

_____ S/O W/O/ D/O _____ jointly
 _____ both residents of _____,
 hereinafter referred to as 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 the Allottee(s) are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**" as the context demands.

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-1-07-34 Vividh/03, dated 17th September, 2007 and read with Gov. Order Nos. 4916/Eight-1-07-34 Vividh/03, dated 27th August, 2008, 5397/8-3-08-34 Vividh/03 dated 2nd December, 2008 and 6481/8-3-2008-24 Vividh/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 **M/s Omaxe Pancham Realcon Pvt. Ltd. ("Promoter")** (Formerly known as M/s. Pancham Realcon Pvt. Ltd.) for the development of Hi-tech Township at Prayagraj, U.P.
- B. In pursuance thereof the Promoter has signed a Memorandum of Understanding on 5th of September 2009 and later a Development Agreement dated 3rd December, 2009 with Prayagraj Development Authority (formerly known as Allahabad Development Authority) for the development of Hi-tech Township project on the said Land at Prayagraj.
- C. The State Government through its order bearing no. 1128/ AATH-3-21-227/VIVIDH/2011 T.C. dated 07.04.2021 had modified its earlier Township Policy because of the interim order dated 22.04.2011 of the Hon'ble High Court of Allahabad at Prayagraj. As per the proposal of the Development Authority, the proposed area of the Hi-tech Township Project was revised from 1535.12 acres to 232.50 acres. Due to major changes/ modification in the Hi-Tech Township Project, a new Detailed Project Report (DPR) pertaining to 232.50 acres was filed by the Promoter and the Prayagraj Development Authority approved the revised DPR of 232.50 acres on 25.04.2022 and revised layout plan of 232.50 acres of land on 26.07.2022.
- D. That, out of the sanctioned area, the Promoter has obtained required sanctions and approvals for construction and development of Group Housing Affordable Housing Project named as "**Omaxe Aananda**" which is an integral part and component of the Hi-Tech City, Prayagraj. The said Group Housing Affordable Housing Project has been constructed and developed on

land area of **39425 sq. mt.** The Building Plan of the said Project was sanctioned by the Development Authority on 19.04.2018.

- E. The Promoter along with others are the absolute and lawful owner of land admeasuring approx. **9308.31** square meters situated at Village Mawaiya Uparhar, Tehsil-Karchhana, Prayagraj, Uttar Pradesh (hereinafter referred to as the “said Land”), which is a parcel of the land admeasuring **39425 square meters** of Group Housing Plot GH 11 at Hi-tech Township, more specifically provided in ANNEXURE-A vide sale deed(s) duly registered with the office of the Sub-Registrar, Tehsil – Karchhana, Prayagraj, (U.P.).
- F. The said Land is earmarked for the purpose of building of a residential project, comprising of multistoried apartment buildings and the said project is known as “**OMAXE AANANDA (HITECH TOWNSHIP)**” at Prayagraj (U.P.) (hereinafter referred to as the “**Project**”).
- G. The Promoter is fully competent to enter into this Deed 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.
- H. The Prayagraj Development Authority has granted the initial commencement certificate to develop the Project *vide* approval through permit no. –Group Housing /03254/PDA/BP/23-24/0919/29012024 dated 16/04/2024.
- I. 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 Prayagraj 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).
- J. The Promoter has registered the Tower- E in the Project with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration no. _____ under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Act**”) and/or Rules and Regulations made/to be made thereunder ('Rules') and are subject to provisions of the Act and/or Rules. If any content and/or terms & conditions or its any part is found contrary or inconsistent to any provision of the Act and/or Rules and Regulations made thereunder, that content and/or terms & conditions or that part shall be deemed to be repealed and amended to that extent whatsoever is contrary or inconsistent and provisions of the Act and/or Rules and Regulations made thereunder shall prevail to that extent. If any content and/or terms & conditions or its any part is found contrary or inconsistent to any provision of the Act and/or Rules and Regulations made thereunder, that content and/or terms & conditions or that part shall be deemed to be repealed and amended to that extent

whatsoever is contrary or inconsistent and provisions of the Act and/or Rules and Regulations made thereunder shall prevail to that extent.

- K.** The Allottee(s) has/have applied for and agreed to acquire/purchase from the Promoter residential Flat No. _____ on _____ floor in Tower E, in the said Project and The Promoter has agreed to sell to the Allottee(s) the residential Flat bearing no. _____ on _____ Floor, having super area _____ Sq.ft. (_____ Sq.Mtr.) approx. {Covered area _____ Sq. Ft. (_____ Sq. Mtr.) approx., Carpet area _____ Sq. Ft. (_____ Sq. Mtr.) approx. and proportionate interest in common areas in respect thereof admeasuring _____ Sq. Fts. (_____ Sq. mtrs.) approximate} in Tower E in the said Project (hereinafter referred to as the **“Said Unit”**) on the terms and conditions contained in the Buyer’s Agreement/Agreement for Sale dated _____ executed by the Promoter and Allottee(s) (hereinafter referred to as the **“Said Agreement”**) along with proportionate undivided interest in the common area and facilities in the building and the land related to the Tower.
- L.** The Promoter has executed the said Agreement with the Allottee(s) and to get the same registered with the office of the Sub-Registrar, Tehsil – Karchhana, Prayagraj, (U.P.) on dated _____ vide Document No. _____ and a sum **Rs.** _____/- has been paid as stamp duty while registering the afore-said Agreement.

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 sale consideration for a sum of **Rs.** _____/- (**Rupees** _____ **Only**), Sale Consideration is mentioned in Agreement For Sale which has been duly registered in the office of Sub-Registrar, Tehsil - Karchhana, Prayagraj, U.P. vide Bahi No. 1, Document No. _____ dated _____ is Rs. _____/- after that company has discounted already paid by the Allottee(s) to the Promoter, along the receipt whereof the Promoter do hereby admit and acknowledge, the Promoter do hereby sell, transfer, convey, assure and assign unto the Allottee(s), the residential Flat bearing No. _____ on _____ Floor in Tower E, having super area _____ Sq.ft. (_____ Sq. Mtr.) approx. {Covered area _____ Sq. Ft. (_____ Sq. Mtr.) approx., Carpet area _____ Sq. Ft. (_____ Sq. Mtr.) approx. and proportionate interest in common areas in respect thereof admeasuring _____ Sq. Fts. (_____ Sq. mtrs.)} **in “OMAXE AANANDA (HITECH TOWNSHIP) TOWER - E”** situated in Village Mavaiya Uparhar, Tehsil-Karchhana, Prayagraj, Uttar Pradesh 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 and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.
- c. The Promoter hereby confirms and acknowledges the receipt of the total sale consideration in respect of the said Unit, paid by the Allottee(s) to the Promoter and that there is nothing due from the Allottee(s) towards the Sale consideration in respect of the said Unit and the Promoter do hereby acquits, releases and discharges the Allottee(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, mumty, 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 Promoter has also allotted along with the said Unit **one open car parking space/ Stilt Car Parking Space (as the case may be)** 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 Allottee(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 Promoter to the Allottee(s) herein at the time of execution of this Deed of Sale, and the Allottee(s) acknowledges having taken over the vacant peaceful physical possession of the same to the Allottee(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 Allottee(s) agree/s that the Allottee(s) shall have no claim whatsoever against the Promoter with regard to any defects or deficiency in construction, quality of materials used or on account of any delays etc.
- g. The Allottee(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 Allottee(s) shall have exclusive ownership of the said unit.

- b. 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 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 Allottee(s) by the Promoter 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 Allottee(s), the Allottee(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 Promoter 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 Allottee(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 the Allottee(s) has/have agreed to additionally pay to the Promoter, on demand, any increase in the External Development Charges and/or other charges, rates, taxes, compensations, cesses, 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 Allottee(s) in proportion to the super area of his/her unit to the total super area of all the premises as determined by the Promoter. If such External Development Charges and/or other charges, rates, taxes, compensations, cesses, 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 Allottee(s) undertake to pay such charges directly to the Government Agency or concerned Department or to the Promoter as may be called for immediately on demand. In the event of such charges remaining unpaid the Allottee(s) shall be responsible for the consequences of such non-payment and further agrees that the Promoter shall have the unfettered right to resume the said Unit and the Allottee(s) shall have no right title and interest left in the said Unit thereafter. The Allottee(s) further agree/s that he/she would not be competent to challenge such action of resumption of the said Unit by the Promoter due to default of non-payment of such enhanced External Development Charges on the part of the Allottee(s). It is specifically made clear and it is agreed by and between the parties that all the obligations of the Allottee(s) relating to and/or concerning the External Development Charges, as aforesaid shall survive the Sale of title of the said Unit in favour of the Allottee(s) and the Promoter shall have first charge/ lien on the said unit in

respect of any such non- payment of Charges and/or such shortfall/ increases as the case may be.

- 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 Promoter is required to undertake/ install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand by the Allottee(s) to the Promoter, proportionate to the area of the said Unit.
- c. That the Allottee(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 Allottee(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 Allottee(s) shall be liable to pay to the Promoter 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 Promoter 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 Promoter, under any circumstances, shall not be responsible for the payment thereof and further the Vendee hereby undertakes to indemnify the Promoter 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 Promoter/Agency/Authority, this sale/conveyance deed for the said Unit shall stand cancelled and be treated as null and void.
- 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 Allottee(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 Allottee(s) exclusively and the Promoter 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. Mtrs. Valuation whereof @ **Rs.** _____/- (**Rupees** _____ **Only**) per Sq. Mtrs. comes to Rs. _____/- (**Rupees** _____ **Only**).

- ii. The proportionate land of the particular unit is _____ Sq.Mtrs. as the total area land is _____ Sq. Mtrs. and total unit covered area is _____ Sq. Mtrs.
- iii. Cost of proportionate land for the purposes of valuation, as per Circle Rate @ **Rs.** _____/- (**Rupees** _____ **Only**) for area of proportionate land having _____ sq.mtr comes to **Rs.** _____/- (**Rupees** _____ **Only**).
- iv. Total valuation for the said Unit for the purposes of stamp duty comes to **Rs.** _____/- (**Rupees** _____ **Only**).

II) The Sale Consideration for the said Unit is **Rs.** _____/- (**Rupees** _____ **Only**),

The total Stamp duty of **Rs.** _____/- is being paid vide e-stamp certificate no. _____ dated _____ on the higher Value **Rs.** _____/- (**Rupees** _____ **Only**).

The party has entered in Agreement For Sale duly registered in the Office of Sub-Registrar, Tehsil – Karchhana, Prayagraj, (U.P.) vide Bahi No. 1, Document No. _____ dated _____ in which the Stamp Duty of **Rs.** _____/- has already been paid, and which is now adjusted against the stamp duty payable under this sale deed. After adjustment of the Stamp Duty of **Rs.** _____/-, the balance Stamp Duty of **Rs.** _____/- is being paid.

- g. That the Allottee(s) hereby covenant/s with the Promoter to pay to the Promoter from time to time and at all times the amounts which the Allottee(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 Allottee(s) further undertakes to keep the Promoter 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 Allottee(s) and also against any loss or damage that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee(s).

4. Promoter's Rights & Duties

- a. That the Promoter will indemnify and keep indemnified the Allottee(s) from and against all demands, claims, losses that may be suffered by the Allottee(s) arising on account of any defect in the title of the Promoter to the said Unit.
- b. That except for the said Unit herein agreed to be sold and the necessary easmentary rights pertaining thereto, all the residuary rights in the building and the said Project shall continue to vest in the Promoter 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 Promoter or handed over to any Municipal or Government Authorities or the Association of Apartment Owners constituted under the relevant law and recognized by the Promoter, as may be required.

- c. That the Promoter hereby assures the Allottee(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 Allottee(s) absolutely and that the said Unit is free from all encumbrances, charges, liens etc.
- d. That the Allottee(s) has/have satisfied himself/herself/themselves with regard to the above and shall not make any further claim requisition or objection whatsoever.

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

- a. That the Allottee(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 Allottee(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 Allottee(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 Promoter 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 Allottee(s) shall be liable for any losses, damages as may be caused on account of breaches.
- d. The Allottee(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 Allottee(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 Allottee(s) shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hoardings, hanging of clothes, 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 Promoter 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 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.
- h. That the Promoter 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 Promoter in the said Project) for installation and operation of antenna, satellite dishes, communication towers, etc.
- i. That the Allottee(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 Promoter.
- j. That if the Allottee(s) transfer/s the said Unit to a third party then the Allottee(s) shall have to obtain "No dues" & "NOC" from the Promoter and that such subsequent transferee shall be bound by the terms and conditions of this Sale Deed.
- k. That the Allottee(s) undertake/s to follow, observe and perform all the internal GUIDE LINES as may be made applicable by the Promoter 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 Allottee(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 Allottee(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 Allottee(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 Allottee(s) and

these conditions shall form part and parcel of the terms and conditions of the agreement with the occupier. Even in case the Allottee(s) fail/s to impose these conditions on the occupier and/ or occupier fails to adhere to such conditions, the Allottee(s) shall be liable for such violations. However, the Promoter/ Maintenance Agency reserve its rights to seek remedial measures against both Allottee(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 Allottee(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 Allottee(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 Allottee(s).
- r. That the Allottee(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 Allottee(s) agree/s that in case further construction on any portion of the said land or building or on the terrace becomes permissible, the Promoter shall have the exclusive right to take up or complete such further construction as belonging to the Promoter 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 Allottee(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 Allottee(s). The Promoter 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 Allottee(s) shall not involve the Promoter, 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 Promoter, and it will be treated as dues recoverable against the said Unit.
- u. That the Allottee(s) shall use Compact Fluorescent Lamps (CFL) or Light Emitting Diode (LED) for internal lighting to conserve energy.

6. Maintenance:

- a. That the Promoter and/ or its nominee Maintenance Agency shall look after the maintenance

and upkeep of the common areas and facilities in the Complex and the Allottee(s) hereby agree/s to pay maintenance charges, interest free maintenance security, contribution towards sinking/ replacement fund as may be demanded by the Promoter or the Maintenance Agency. The Promoter 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 Promoter in terms of the local laws, as may be applicable.

- b. That the Allottee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the Promoter 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 Allottee(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 Allottee(s) shall permit the representatives of the Promoter 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 Promoter'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 Allottee(s) agree/s to permit the Promoter 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 Allottee(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 Promoter shall be entitled to take such actions as it may deem fit.
- e. That the Allottee(s) before transferring his Interest in the said Unit shall obtain No Dues Certificates from the Maintenance Agency. The transferees of the Allottee(s)'s interest in the said Unit shall always be bound by the provisions of the Maintenance Agreement executed by the Allottee(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 Promoter/ Maintenance Agency for any thefts, mishap resulting at the hands of any miscreants.
- g. That the Promoter and/ or the Maintenance Agency shall have the right to insure and keep insured the structure of the building against such risks as the Promoter and/ or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the

Allottee(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 Allottee(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 Promoter 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 Allottee(s), the person on whom the rights of deceased devolve shall, within 30 days of devolution give notice of such devolution to the Authorities, Promoter 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, Promoter 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 Allottee(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 Promoter 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 Allottee(s) expressly agree/s and assure/s the Promoter that the uniform computed value of the said Apartment, as may be specified by the Promoter at their sole discretion in accordance with the Act, rules and regulations therefore only shall be conclusive and binding on the

Allottee(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 Project shall always be known as **“OMAXE AANANDA (HITECH TOWNSHIP) TOWER - E”** vide RERA registration no. _____, the said name shall never be changed by Allottee(s) and/ or jointly by the Allottee(s) and owners of the other Units in the said Project/ Complex or any Residents Welfare Association as recognized by the Promoter that may be formed at any subsequent time.
- e. 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 the communications sent to the Allottee(s) on the given address shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s). That for the purpose of the communications with the Allottee(s) relating to said Unit, the address of the Allottee(s) stands amended in the records of the Promoter 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 Allottee(s) as per this Deed. If the Allottee(s) fail/s to receive any such communications, it shall be responsibility of the Allottee(s) to get into touch with the Promoter/ 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. That 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 Promoter 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 _____ on _____ Floor in Tower E, having super area _____ Sq.ft. (_____ Sq.Mtr.) approx. {Covered area _____ Sq. Ft. (_____ Sq. Mtr.) approx., Carpet area _____ Sq. Ft. (_____ Sq. Mtr.) approx. and proportionate interest in common areas in respect thereof admeasuring _____ Sq. Fts. (_____ Sq. mtrs.)} in Tower E in the said Residential Project known as **“OMAXE AANANDA (HITECH TOWNSHIP) TOWER -E”** situated in Village Mavaiya Uparhar, Tehsil-Karchhana, Prayagraj, Uttar Pradesh 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	:

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

WITNESSES:-

(1)

(PROMOTER)

(2)

(VENDEE(S))

TYPED BY: _____

Drafted by: _____