

AGREEMENT FOR SALE
(General Agreement without Possession)

This Agreement for Sale (“**Agreement**”) is executed on this _____ (Date) day of _____ (Month), 20_____.

By and Between

M/s Omaxe Ltd. (CIN no. L74899HR1989PLC051918 and PAN AAACO01717H), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Shop No. 19B, First Floor, Celebration Mall, Sohna Road, Gurgaon Haryana and its Regional Office at Vrindavan Integrated Township at Chattikara Road, Vrindavan, Mathura, Uttar Pradesh-281121, 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

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar No. _____) (PAN _____) S/W/D of _____, aged about _____, residing at _____, and Mr. / Ms. _____, (Aadhar No. _____) (PAN _____) S/W/D of _____, aged about _____, residing at _____, hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a Company]

M/s _____ (CIN: _____), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN: _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The Promoter and Allottee 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) “appropriate Government” means the Government of State of Uttar Pradesh
- (c) “Rules” means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (e) “Section” means a section of the Act.

INTERPRETATION

Unless the context of this Agreement otherwise requires:

- (i) The words, “herein”, “hereto”, “hereof”, “herein below”, “hereinafter” and words of similar import refer to this Agreement as a whole and not to any particular Section, Clause or paragraph hereof;
- (ii) Words importing the masculine gender shall also include the feminine and neutral genders and vice-versa; words importing the singular shall also include the plural and vice-versa; and words denoting natural persons shall include partnerships, firms, companies, corporations and other similar entities (whether or not having a separate legal personality);

- (iii) The words “include” and “including” or any similar expression are to be construed without limitation;
- (iv) Headings to the clauses in this Agreement may be used for the purposes of interpretation, in case of any ambiguity otherwise the same are inserted for convenience only and shall not affect the construction of this Agreement;
- (v) The Schedules/ Annexures to this Agreement form a part of this Agreement and will be in full force and effect, as though they were expressly set out in the body of this Agreement;
- (vi) Any reference to any period commencing “from” a specified day or date and “till” or until a specified day or date shall include both such days and dates;
- (vii) Any obligation to not to do something, shall be deemed to include an obligation not to suffer, permit or cause that thing to be done, either directly or indirectly. An obligation to do something shall be deemed to include an obligation to cause that thing to be done;
- (viii) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment of such statutory provisions for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- (ix) Time is of essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended by mutual agreement between the Parties, such extended time shall also be of essence and;
- (x) Capitalized Terms stated herein has the same meaning as defined and elaborated in the Concession Agreement.

WHEREAS:

- A. (i) **M/s Braj Vaas Real Estate**, a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at 238 Gopi Nath Bazar, Vrindavan, Mathura-281121 (ii) **M/s Vasudev Earth**, a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at C 16, Geeta Enclaves, Bank Colony, Krishna Nagar, Mathura-281004 (iii) **M/s Shyam Realty**, a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at C 16, Geeta Enclaves, Bank Colony, Krishna Nagar, Mathura-281004 (iv) **M/s Girraj Land**, a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at C 16, Geeta Enclaves, Bank Colony, Krishna Nagar, Mathura-281004 (v) **M/s SPP Developers & Suppliers Pvt. Ltd.**, Corporate Identification Number U70109DL2012PTC241823 and PAN AASCS0817Q, a Company registered under the provisions of the Companies Act, 1956, having its registered office at B-158, Second Floor Priyadarshini Vihar, New Delhi-110092 (vi) **M/s Omaxe Be Together Project Developers Pvt. Ltd.**, CIN U70200DL2022PTC409081 and PAN AALCB3213E, a

Company registered under the provisions of the Companies Act, 1956, having its registered office at 7, Local Shopping Centre, Kalkaji, New Delhi-110019 [hereinafter collectively referred to as “**Land Owners**”] are the absolute and lawful owners of piece and parcel of land admeasuring 193243 sq. mts. (47.75 acres) situated in the revenue estate of Village Raal and Magera, Tehsil-Sadar and District-Mathura, Vrindavan, Uttar Pradesh, more fully described in Schedule of Land annexed herewith as **Schedule-A 1** (hereinafter referred to as the “**said Land**”). Further, the Promoter M/s Omaxe Ltd. has entered into various registered Collaboration Agreement and Consortium MOU with Land Owners for development of Integrated Residential Township Project on the said Land.

- B. The said Land is earmarked for the purpose of development of a residential plotted colony and registered under the provisions of the Act in the name of “**Omaxe Eternity-2, Phase-I**” (hereinafter referred to as the “**Project**”) being part of the Integrated Residential Township Project named as “**Omaxe Eternity-2, Vrindavan**” (“**Township Project**”).
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed;
- D. The Promoter has obtained the layout plan and other approvals sanctioned from Mathura-Vrindavan Development Authority, Vrindavan vide Permit No. MVDA/IT-LD/24-25/1518 dated 18.04.2025. 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).
- E. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on _____ vide Memo 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.
- F. The Allottee had applied for the allotment of Residential Plot in the said Project *vide* application no. _____ dated _____ and has been allotted Plot No. _____ having area of _____ sq. yds./_____sq. mtrs. and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as “**said Unit**” more particularly described in Schedule A2 and the plan of the Unit is annexed hereto and marked as Schedule B);.
- G. 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) License No. 1250 dated 19.12.2023 issued by Mathura Vrindavan Development Authority, Mathura.
 - (ii) Layout approval vide Permit No. MVDA/IT-LD/24-25/1518 dated 18.04.2025 from Mathura-Vrindavan Development Authority, Uttar Pradesh
- H. 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;
- I. The Allottee(s) hereby confirm that he 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.
- J. The Allottee has relied on its own judgment and investigation in deciding to apply for allotment of the said Unit and has not relied upon and/ or is not influenced by any brochures, advertisements, representations, promises or any other information, verbal representation and assurances, warranties, communications, statements or estimates of any nature whatsoever, whether written or oral made by the Promoter or any real estate agent/ sales organizer /channel partner/ broker or otherwise including but not limited to any visual or oral representations relating to the description, location or physical condition of the said Unit/ Project other than details duly signed/ acknowledged under the Booking Form/ Application and/ or posted on website of the Promoter and/ or the concerned RERA Authority as per Act and Rules. The Allottee has visited and verified the said Land where the Project is being developed. The Allottee agrees that no oral or written representations or statements is considered as a part of this Agreement and this Agreement is self-contained and complete in itself in all respect.
- K. The Allottee has demanded from the Promoter and the Promoter has allowed the Allottee to inspect and examine in detail, all records relating to the right, title, interest, competency, entitlements, etc. of the Promoter with respect of the said Land, said Project and said Unit, to construct, market, sell and convey the interest agreed to be transferred hereunder in the said Project and various plans, approvals, permissions, sanctions, etc., granted by the concerned competent authorities in favour of the Promoter, which may be revised either due to change in byelaws or any policies applicable from time to time, customers’ requirement or due to any technical reason or due to any planning or statutory requirement, technical, market, lease, utility needs, etc., resulting in change of common areas for the larger benefit of the Project and the Allottee has agreed that he is fully satisfied with

regard to the above and there shall be no reinvestigation/ objections raised by him in this regard in the future and the Allottee of the said Unit hereby agrees to extend his irrevocable consent for change in common areas as stated herein above, which may result in change in location, number, dimension, area, orientation, etc., of the said Unit. Furthermore, the Allottee understands that by executing this Agreement, it would be deemed that the Allottee has completed his due diligence to his entire satisfaction, including inter-alia in respect of the representations made by the Promoter. The Allottee further represents and warrants to the Promoter that he has clearly understood his rights, duties, responsibilities and obligations under this Agreement;

- L. The Allottee agrees that this Agreement along with the terms and conditions contained in the Application Form constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements, whether written or oral, if any between the Parties hereto.
- M. The Allottee do hereby declare that he has not been found to be of unsound mind by any court of competent jurisdiction. The Allottee further represents, undertakes and warrants that he is not utilizing any amount towards buying of the said Unit through misappropriation or embezzlement or money laundering of fund in whatsoever nature. In case any Government Agency or Courts initiate investigation about the misappropriation or embezzlement or money laundering of amount utilized for purchase amount of the said Unit, the Promoter shall have absolute right to cancel the allotment of the said Unit and deposit/ remit the amount received from the Allottee with the concerned Government Agency/ Court after forfeiting the Booking Amount together with any interest on installments, interest on delayed payment due or payable, brokerage, Real Estate Agent commission etc. as per terms of the Agreement and the Allottee shall completely absolve and indemnify the Promoter of any liabilities, losses, expenses etc. in this regard and the Promoter shall be free to deal with the said Unit without any protest/ demur from the Allottee.
- N. It is agreed that the said Project is an independent, self-contained project covering the portion of said Land and is not a part of any other project 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 further clarified that Project's facilities and amenities within the said Project 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.
- O. 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.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit and the open/covered parking (if applicable) as specified in para F.

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 and the Allottee hereby agrees to purchase the said Unit as specified in **Schedule-A 2** of this Agreement.
- 1.2 The Total Price for the said Unit based on the plot area and other deposit/ charges as per detailed break-up are 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 paid by the Allottee to the Promoter towards the said Unit for specified usage.
- (i) The Total Price as mentioned above excludes applicable GST and cess or any other taxes/fees/charges/levies, development charges etc. on sale/purchase of the said Unit which shall be additionally payable by the Allottee. However, the Total Price includes any taxes which may be levied and paid/ payable by the Promoter, in connection with the development/construction of the Project up to the date of receipt of Occupancy Certificate for the Project/Phase.

Provided that, in case there is any change/ modification in the GST/ taxes/ charges/ fees/ levies etc. with retrospective or prospective effect, the subsequent amount payable by the Allottee to the Promoter shall be increased/decreased based on such change/modification;

Provided further, if there is any increase in the GST/ taxes/ charges/ fee/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Real Estate Regulatory Authority, which shall include the extension of registration, if any, granted to the said Project by the Real Estate Regulatory Authority, as per the Act, the same shall be charged from the Allottee.

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the

Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- iv The Total Price of 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 , water line and plumbing, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.
 - V The Allottee(s) has agreed that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Promoter shall treat 10 % of total price of said Unit as booking amount to ensure fulfillment, by the Allottee(s) of all the terms and conditions as contained in this Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges 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 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, 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.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C 2 (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee 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 by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations beyond the extent of 5 percent 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. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final area that has been allotted to the Allottee after the occupancy certificate* of the Project is granted by the competent authority, by furnishing 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 then Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the area, which is not more than three percent of the area of the Unit, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) The computation of the price of the 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 said 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 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit.
- 1.9 The Project shall be developed in phased manner and every such registered Phase shall be considered a standalone real estate Project. The Unit bought by the Allottee(s) is in **TOWER/BLOCK-**_____ of the Project. It is made clear by the Promoter and the Allottee agrees that the said 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees 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 Allottees 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 Allottees of a particular phase jointly with Occupants/Allottees 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/Allottees of other phases of the large real estate Project.

- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the said Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the said Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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.
- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the said Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the 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 delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
- 1.12 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 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 _____ at par.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Unit in his/her name and the Allottee 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 and the common areas to the association of allottees or the competent authority, as the case may be, as provided under the Rules. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him and shall meet other obligations under the Agreement of Sale,

subject, however, to the simultaneous completion of the construction work by the Promoter as per the payment plan set out in **Schedule C-2**.

6. CONSTRUCTION OF THE PROJECT/ UNIT:

- 6.1 The Allottee has seen the proposed layout plan, demarcation-cum-zoning/ site plan, specifications, amenities and facilities of the said Unit and accepted the 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, drawings 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, subject to receiving timely payment of installments from the Allottee(s), timely delivery of possession of the said Unit to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, as provided under the Rules is the essence of the Agreement.

The Promoter assures to offer physical possession of Unit along with right to use the demarcated common areas with all specifications, amenities and facilities of the Project in place on or before the Project completion date as stated in RERA registration certificate or any extension thereof, 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 or lockdown imposed by Government Authorities or any other reasons which are 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 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 the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The possession of the said Unit, which has been carved out on the natural level of the land comprising the said Unit, shall be handed over to the Allottee(s) on "as is where is" basis.

7.2 Procedure for taking possession - The Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter, duly certifying/ occupancy/ part completion certificate, as the case may be, in respect of Project from the competent authority shall offer in writing the possession of the said Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate] subject to fulfillment of following conditions precedent ("**Conditions Precedent**"):

- a. The Allottee(s) shall have made timely payments of all sums/amounts due in accordance with the Payment Plan;

- b. The Allottee(s) shall have paid all taxes, costs, charges required towards execution of the Sale/Conveyance Deed and this Agreement and all other costs and charges required to be paid by the Allottee(s) in accordance with the terms of this Agreement and there shall be no amounts outstanding in respect thereof;
- c. The Allottee(s) shall not be in breach of the terms hereof.

The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project.

After the receipt of all installments and other dues, if any, No Dues certificate will be issued. After the issuance of No Dues certificate, the Allottee(s) are required to get the Sale/Conveyance Deed executed.

7.3 Failure of Allottee to take Possession of Unit- Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall within the time stipulated by the Promoter in the notice offering possession, take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall, after satisfactory execution of such documents and payment by Allottee(s) of all the dues and subject to the Allottee(s) having complied with all the terms and conditions of this Agreement and Allottee not being in default under any of the provisions of this Agreement and has complied with all provisions and formalities, give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. 1/- per month of plot area for the beyond 3 months till actual date of possession 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 The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ occupancy/ part completion certificate in respect of the Project (as the case may be) at the time of conveyance of the same. The Allottee, upon issuance of offer of possession by the Promoter, agrees to pay the maintenance charges, holding charges and other applicable charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

7.5 Possession by the Allottee -

After obtaining the occupancy certificate or approved zoning-cum-demarcation plan/ provision of the services by the colonizer/ Promoter, duly certifying/ part completion, in respect of the Project and handing over the physical possession of the said Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under the Rules, 2017.

7.6 Cancellation by Allottee– The Allottee shall have the right to cancel/with draw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation.

Provided that where the Allottee propose to cancel/withdraw from the Project without any fault of the Promoter, the Promoter is entitled to forfeit the booking amount paid for the allotment. The Promoter shall return 50% of the balance amount of money paid by Allottee within 45 days of such cancellation/withdrawal and the remaining 50% of the balance amount on re-allotment of the Unit or at the end of one year from the date of cancellation/withdrawal by Allottee, whichever is earlier.

Further, it is agreed by the Allottee that he shall obtain necessary NOC from the concerned dealer and submit the same with the Promoter for processing cancellation of Unit, failing which the Allottee hereby authorizes the Promoter to deduct the commission paid/ payable to the dealer with respect to the booking of said Unit from the amount refundable to the Allottee on such cancellation.

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

Except for occurrence of a “*force majeure*”, Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of said Unit.

, 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 Allottees, in case the Allottee 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 does not intend to

withdraw from the Project, the Promoter shall pay the Allottee 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 within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee 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. The Promoter may take loan against the Project by creating lien on the Project from time to time. However, the Promoter hereby ensures to vacate lien on the Unit before execution and registration of Conveyance Deed thereof.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and the 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 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 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 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 and the common areas to the association of Allottees 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 and the association of Allottees 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 the possession of the said Unit to the Allottee 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 after obtaining occupancy certificate/completion certificate from 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, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee 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 under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee 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, UP, RERA 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 within forty-five days of it becoming due.

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

- (i) In case the Allottee 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 shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

9.4 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 the date 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.

10. 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, 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 certificate* and the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be

carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID UNIT/PROJECT:

- 11.1 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 Allottees upon the issuance of the occupancy certificate of the Project.
- 11.2 The maintenance, upkeep, repairs, lighting, security etc. of the said Project including landscaping and common lawns and other common areas of the Project will be undertaken by the Promoter or its nominated Maintenance Agency. The Allottee(s) agrees and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Promoter or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The charges of such maintenance for 1 (one) year from the date of offer of possession of the Unit has not been included in the Total Price of the Unit as given in Schedule-C 1 and such cost of maintenance for 1 (one) year shall be charged by the Promoter at tentative estimated rate upon offer of possession of the Unit and the same shall be paid by Allottee(s). The one year advance maintenance charges are calculated and demanded on the basis of tentative estimation, which may be changed as per actuals at the time of offer of possession of the said Unit and in case of any increase or decrease in the said amount, the same shall be additionally paid by Allottee(s) on demand or adjusted in the subsequent bills. Allottee(s) hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/Maintenance Agency from the date of commencement of maintenance services by the Promoter/Maintenance Agency in the said Project, whether the Unit is physically occupied by Allottee(s) or not. The Allottee(s) further agree to make payment of monthly maintenance charges in respect of the said Unit regularly on monthly basis as per bills raised by the Promoter/Maintenance Agency. Till the taking over of the maintenance of the project by the Association of Applicant(s), the Promoter will continue providing maintenance services and to collect the amount of maintenance charges enhanced by 10% over and above the last paid maintenance charges. Further, in case of non-payment of maintenance charges by Allottee(s) within the time specified, the Allottee(s) shall be liable to pay maintenance charges along with interest at the rate of 1% per month and non-payment of maintenance charges shall also disentitle Allottee(s) to the enjoyment of common services including electricity, water etc. In case Allottee(s) fail to pay one year advance maintenance charges within a period of 30 days from demand, then in such case Allottee(s) hereby authorize the Promoter to adjust such advance maintenance charges along with applicable tax, cess etc. payable to the Promoter/Maintenance Agency from the date of issuance of occupancy certificate for the Project against interest free maintenance security (IFMS). In such case, Allottee(s) agree to pay shortfall in the IFMS within next 30 days to the Company/Maintenance Agency.

11.3 The Allottee(s) agrees to pay the interest free maintenance security (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) 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.

11.4 Subject to Clause 11.2 stated herein above, in case at any time, the Maintenance Services of the Project is handed over to the appointed Maintenance Agency/ Local Authority/ Association of the Project, then the Promoter shall have the right to transfer the balance IFMS after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Allottee(s) to such Maintenance Agency/ Local Authority/ Association, 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 including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee(s) on account of the same.

11.5 **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 instant Agreement relating to such development in common areas and facilities 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 any defective material has been 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.

12. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee 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 Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

13. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees 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.

14. USAGE:

14.1 The Allottee(s) shall be allowed to use the said Unit for specified purpose (residential).

14.2 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 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 Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:

15.1 Subject to para 11 above, the Allottee 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, circulation areas, atrium or the compound 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 and its 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.

15.2 The Allottee 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 Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Unit.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency

appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. 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.

17. ADDITIONAL CONSTRUCTIONS:

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

18. 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 who has taken or agreed to take such Unit.

19. APARTMENT OWNERSHIP ACT OF UTTAR PRADESH:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment Act, 2010, The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) (Amendment) Act, 2015, Rules thereof and amendments, if any.

20. BINDING EFFECT:

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

21. 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.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

24.2 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.

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(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.

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon 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, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Vrindavan.

29. **NOTICES:**

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

ALLOTTEE: _____Name of Allottee
_____ (Allottee Address)

PROMOTER: M/s Omaxe Limited
Shop No. 19-B, First Floor,
Omaxe Celebration Mall,
Sohna Road, Gurgaon, Haryana

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which

all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

Any application letter, Agreement, or any other document signed by the Allottee, in respect of the said Unit, prior to the execution and registration of this Agreement for Sale for such Unit shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. 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 or through process of Arbitration at the joint option of the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi. Subject to Arbitration as referred above, the Courts at Vrindavan shall have jurisdiction in case of any dispute.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)
(1) Signature _____

Please affix photograph and

Name _____

Address _____

sign across the
photograph

(2) Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

**SIGNED AND DELIVERED BY THE WITHIN
NAMED:**

Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

**ANNEXURE - 'A1'-
DETAILS OF LAND ALONG WITH OWNERSHIPS OF LAND OF THE SAID PROJECT**

SCHEDULE-A2

DETAILS OF SAID UNIT

All that Plot bearing No. _____ having area admeasuring approx. _____ sq. yd./ _____ sq. mt. along with boundaries in all four directions as mentioned herein below to be constructed in Project known as “Omaxe Eternity-2, Phase-I” being part of Integrated Residential Township Project known as “Omaxe Eternity-2, Vrindavan” to be developed on a portion of land situated in the revenue estate of Village Raal and Magera, Tehsil-Sadar and District-Mathura, Vrindavan, Uttar Pradesh (hereinafter referred to as the “**Project**”)

North:

West:

South:

East:

SCHEDULE 'B'
PLAN OF THE SAID UNIT

SCHEDULE C1

DETAILED BREAK-UP OF TOTAL PRICE OF UNIT

SCHEDULE C2
PAYMENT PLAN

SCHEDULE 'D' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH
ARE PART OF THE SAID UNIT)

SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE
PROJECT)