

### Brief Details of Sale Deed

1.	Category of Land	:	Commercial
2.	Ward/Pargana	:	Bijnour
3.	Mohalla/Village	:	Kallipashchim
4.	Detail of Property	:	Commercial Shop/Unit No. .... in the Project " <b>Commercial-3 (Block-5)</b> " situated at <b>Omaxe Metro City,</b> <b>Kallipashchim, Raebareli Road, Lucknow</b> <b>(UP)</b>
5.	V-Code	:	1044
6.	Unit of Measurement	:	Square Meters
7.	Super area of the Unit	:	.....
9.	Built-up area of the Unit	:	.....
10.	Carpet Area of the Unit	:	.....
11.	Type of Property	:	Non AC Complex/Shop
12.	Location Road	:	Not on any segment road
13.	Sale Consideration	:	Rs. ....
14.	Valuation	:	Rs. ....
15.	Stamp Duty paid	:	Rs. ....
16.	Boundaries		
	East	:	
	West	:	
	North	:	
	South	:	

**Number of Promoter/Vendor : 01      Number of Purchaser/Vendee(s) : ....**

#### DETAILS OF VENDOR:

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

#### DETAILS OF VENDEE(S) :

.....  
 .....  
 .....

**SALE DEED**

**THIS DEED OF SALE IS MADE AND EXECUTED AT LUCKNOW ON THIS \_\_\_\_ DAY OF \_\_\_\_, \_\_\_\_\_.**

**BETWEEN**

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

**AND**

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

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

**WHEREAS:**

- a) The Government of Uttar Pradesh has announced the Hi-tech Township Policy-2007 vide Government Order No. 3189/Eight-1-07-34 Vividh /03 dated 16.08.2007 which was superseded by Government Order No.3872/Eight-1-07-34Vividh/03, dated 17<sup>th</sup> September, 2007 and read with Gov. Order Nos. 4916/Eight-1-07-34Vividh/03, dated 27<sup>th</sup> August, 2008, 5397/8-3-08-34Vividh/03 dated 2<sup>nd</sup> December, 2008 and 6481/8-3-2008-24Vividh/2008 dated 3<sup>rd</sup> January, 2009 and subsequent amendment thereto, if any, to promote and facilitate private sector's participation in the development of Hi-tech Township with infrastructure and the High Level Committee constituted by the Government of Uttar Pradesh has selected the erstwhile **Garv Buildtech Pvt. Ltd.** now known as **Omaxe Garv Buildtech Pvt. Ltd.** ("**Promoter/Vendor**") for the development of Hi-tech Township in Lucknow, U.P.
- b) The Vendor along with others are the absolute and lawful owner of land admeasuring ..... square meters (hereinafter referred to as the "said

Land”) in Project "**Commercial-3 (Block-5)**" situated at **Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow (UP)**, which is a parcel of the land admeasuring **2794606.55** square meters of **Omaxe Metro City (Hitech Township DA-1), Lucknow** vide sale deed(s) duly registered with the office of the Sub-Registrar, Lucknow, (U.P.) The Vendor & Land Owner of the said Project have also entered into a consortium agreement executed on 14.07.2017 which is duly registered in the office of Sub –Registrar-I, Lucknow as document no. 318, in book No.4, Zild 589 at Pages 359-384 on 14.07.2017. Apart from above Lucknow Development Authority has granted the Promoter lease of land under ceiling vide Lease Deed dated 21.10.2011 registered as document no. 15275 of 2011 vide Book no.1, Volume No.13335 at pages 339 to 406 at the office of the Sub-Registrar-I, Lucknow, (U.P.). Similarly, Lucknow Development Authority has also granted the Vendor lease of Gram Sabha land vide Lease Deed dated 15.06.2011 registered as document no. 8611 of 2011 vide Book no.1, Volume No.12876 at pages 85 to 188 at the office of the Sub-Registrar-I, Lucknow, (U.P.)

- c) The Promoter/Vendor **M/s Omaxe Garv Buildtech Pvt. Ltd.** prior to the proceedings under Rule 29 of the Companies (Incorporation) Rules, 2014 and consequential grant of fresh Certificate of Incorporation thereunder dated 25/06/2021 by the Registrar of Companies, was earlier known as **Garv Buildtech Pvt. Ltd.**
- d) The map of the Project "**Commercial-3 (Block-5)**" situated at **Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow (UP)** has been approved by Lucknow Development Authority vide permit no. 109/High-Tech/Layout/2023 dated 10.10.2022 dated 10-Oct-22
- e) The Promoter/Vendor has registered the Project with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration no. .... under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the Act**") and/or Rules and Regulations made/to be made thereunder ('Rules') and are subject to provisions of the Act and/or Rules.
- f) The Promoter/Vendor is well and sufficiently entitled to sell the various developed sellable area(s)/units in **said Project** comprising of various types of Shop(s)/Floor(s)/Villa(s) of various sizes and dimensions forming part of the approved Layout plan of the project.
- g) No one besides the Promoter/Vendor has any interest, right or claim of any kind in the said Shop which at the date hereof is free from all encumbrances and legal disputes and the Promoter/Vendor has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.
- h) The Purchaser/Vendee(s) has/have applied for and agreed to purchase from the Vendor Commercial **Shop No. ....** , .....Floor, ..... Tower in **Commercial-3 (Block-5)**, in the said Project on the terms and conditions

contained in the Buyer's Agreement **dated** ..... executed by the Vendor and Vendee(s). The Vendor has agreed to sell to the Vendee(s) the commercial shop bearing no. ...., .....Floor,.....Tower in **Commercial-3 (Block-5)** having **super area** ..... Sq.Mtr. (.....Sq.ft.) Approx. {**Built up area** ..... Sq.Mtr. (.....Sq.ft.), **Carpet Area** ..... Sq.Mtr. (.....Sq.ft.) and proportionate interest in common areas in respect thereof in the said Project (hereinafter referred to as the "**Said Unit**") along with proportionate undivided interest in the common area and facilities in the building and the land related to the Block.

- i) The Purchaser/Vendee(s) undertakes that it has visited the said Shop and fully satisfied himself/herself as to the size, dimension, location etc. of the Shop and sanctions, approvals, layout, NOC's etc. in respect of the development and promotion of the said project including that of the said Shop which has been carried out and done by the Promoter/Vendor and has no grievance whatsoever regarding delay in possession, payment, consideration etc. and thus now expressed his/her/their/its desire to get this Sale Deed thereof, executed and registered in his/her/their/its favour.
- j) The Purchaser/Vendee(s), in terms of the Allotment Agreement, has paid the agreed sale consideration of **Rs. ..../- (Rupees .....**) for the said Shop, receipt whereof the Promoter/Vendor do hereby acknowledges and is ready to convey the said Shop to the Purchaser/Vendee(s) on the terms & conditions stated hereinafter:

**NOW THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:**

**1. CONSIDERATION & POSSESSION OF THE SAID UNIT:**

- (i) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of **Rs. ..../- (Rupees ..... Only)**, already paid by the Vendee to the Vendor, along the receipt whereof the Vendor do hereby admit and acknowledge, the Vendor do hereby sell, transfer, convey, assure and assign unto the Vendee, the said Unit, 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.
- (ii) It is further clarified to the Vendee that the Vendor has calculated the sale price payable for the said Unit on the basis of its Super area which comprises of the covered area and pro-rata share of the common areas and facilities within the said building only. The Vendor make it abundantly clear to the Vendee that he will be entitled to the ownership rights and rights of the said Unit consisting of the covered area only. The covered area of the said Unit shall mean the entire area enclosed by its periphery walls including but not limited to area under walls, columns, as well as area of

loft/ Mezzanine, if any, half the area of walls common with other Unit adjoining the demised Unit, all of which form integral part of the demised Unit. The covered area is included in the computation of super area.

- a) That the Vendee shall always keep and maintain 4 walls, the floor and ceiling of the premises hereby transferred intact and under substantially good repaired condition and shall not do or cause to be done any act or deed where by 4 walls floor and the ceiling are damaged.
- b) That the Vendee shall have proportionate impartible undivided interest in the land under and appurtenant to the said Building as well as in the common services areas in the said Building in proportion to the area of the premises hereby transferred and the Vendee at no point of time, shall have a right to claim partition or sub-division of the impartible interest in the land and common services which shall be un-severable from the joint interest of the other allottee (s) and occupants of the said Building.
- c) That save and except the built-up / covered area hereby demised, the Vendee shall have no claim, right, title or interest of any kind in remaining part of the said Building except the right of ingress and egress in respect of all or any common area such as lobby, stair case etc.
- d) That the Vendee shall in no way be entitled to block the common areas as corridor, lobby, stairs, entrance, exit, parking etc. in the said Building and in case any such encroachment on common services & facility areas is found to be made by the Vendee, the same shall be removed forthwith without any notice at the cost and expense of the Vendee.
- e) The Vendee shall keep the said Unit, the walls and partitions, sewers, drains, pipes and appurtenance thereto, as applicable, in good tenable repair state or condition and maintain the same in a fit and proper condition in particular so as to support, shelter and protect the parts of the said building other than the said Unit and shall abide by all laws, bye-laws, rules and regulations of the Government, Local/ Municipal Authorities and/or any other authorities and Local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws or rules and regulations.
- f) The Vendee 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 to any Unit over, below or adjacent to the said Unit or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use or encroachment thereof. The Vendee hereby indemnifies the Vendor against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible. Further the Vendee shall not make any structural modifications or alterations in the said Unit or in the installations provided therein which will effect or

damage any portion of the said Unit or adjoining Unit or to the said Building. Further, the Vendee/occupant of the "Said Unit" shall obtain prior written permission from the Vendor for installation of Air Conditioners/Air-Coolers/Air Fresheners/ Exhaust Fans/ Chimney's etc. However, the Vendee shall not be permitted to fix/install the Air Conditioners/ Air-Coolers/ Air Fresheners/ Exhaust Fans/ Chimney's etc. at any place other than the space(s) provided for in the Building design or project or open them in the inside passage, common areas or in the staircase, and shall ensure that no water drips from Air Conditioners/ Air-Coolers or smoke from Chimney's shall be allowed.

- g) It is clarified that the Electric, Water, Sewerage Connection charges etc. and other charges are not included in the aforesaid consideration and shall be payable by the Vendee in addition to the consideration of the said Unit. The Vendee shall pay the following amounts, on demand, to the Promoter/Vendor as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the said Unit or as the case may be..
- h) The cost of development of the said Unit is escalation-free, save and except increases, which the Vendee/Vendee hereby agrees to pay due to increase in area, increase in External Development charges, Government rates, taxes, cess etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time.
- i) The vacant and peaceful possession of the said Unit has been delivered to the Vendee simultaneously with the signing and execution of this Deed and the Vendee confirms the taking over of the possession of the said Unit as is where is basis after satisfying himself/herself/themselves as to the area of the said Unit and the Vendee has agreed not to raise any dispute at any time in future on this account.

**2. PROMOTER/VENDOR COVENANTS WITH THE PURCHASER/ VENDEE(S):**

- a) That the absolute interest which they prefer to transfer/demise by way of this Deed subsists and that they have good right, full power and authority to convey the said Unit.
- b) That the said Unit is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said Unit or any part thereof the Promoter/Vendor shall indemnify the Purchaser/Vendee(s).
- c) The Promoter/Vendor shall be responsible for providing internal services within the said Project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying

of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.

**3. PURCHASER/ VENDEE'S COVENANTS WITH THE PROMOTER/ VENDOR:**

- a) That the Purchaser/Vendee(s) has visited the said Unit and requested the Vendor for registration of sale deed of the said Unit and undertakes that the said Unit shall always be used for commercial purpose only. Any change in the specified use, which is not in consonance with the theme of the said project or is detrimental to the public interest will be treated as a breach of the condition entitling the Promoter/Vendor/Maintenance Agency to initiate and seek appropriate legal remedy against the Purchaser/ Vendee(s) for such violation.
- b) The Purchaser/Vendee(s) further assures that whenever the title of Purchaser/Vendee(s) in the said Unit is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Deed and Allotment Agreement dated.....and the Maintenance Agreement referred to elsewhere herein and subsequent transferee be answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the said Unit.
- c) That whenever the title of the said Unit is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall within 30 days of transfer give notice of such transfer in writing to the Promoter/Vendor and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting 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.
- d) The Purchaser/Vendee(s) hereby undertakes to pay directly to the Local Government/Central Govt./Local Authority or the LDA existing or to exist in future all rates, taxes, charges and assessments of every description including Cess etc., which are now or may at any time hereafter be assessed, charged or imposed upon the said Unit and building constructed thereon, from time to time and at all times from the date of allotment of the said Unit by the Promoter/Vendor.

- e) The Purchaser/Vendee(s) shall also be liable to pay to the Promoter/Vendor the charges, pro-rata as may be determined by the Promoter/Vendor or its nominated Maintenance Agency, for maintaining various services and facilities in the said project where the said Unit is situated until the same are handed over to a local Body/Authority for maintenance. All such charges shall be payable and be paid by the Purchaser/Vendee(s) to the Promoter/ Vendor/ Maintenance Agency periodically as and when demanded by the Promoter/ Vendor/ Maintenance Agency. The pro-rata share so determined by the Promoter/ Vendor/ Maintenance Agency shall be final and binding on the Purchaser/Vendee(s).
- f) The Purchaser/Vendee(s) further agrees and undertakes to pay any amount demanded or expenses incurred by the Promoter/Vendor for providing external development works not provided by the Authority at its own cost.
- g) The Purchaser/Vendee(s) undertakes to pay to the Promoter/Vendor, on demand, any liability, may be with retrospective effect which has not been demanded by Promoter/ Vendor or the concerned Authority in the shape and manner of any increase in the External Development Charges/ any other charges levied, by whatever name called or in whatever form, existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc., which are now or may at any time hereinafter be assessed, charged or imposed upon the said Unit and building constructed thereon/ said project, from time to time and at all times from the date of allotment of the said Unit by the Promoter/Vendor and with all such conditions imposed by the Uttar Pradesh Government and/or any competent authority(ies) and such increase in External Development Charges/ any other charges shall be borne and paid by the Purchaser/Vendee(s) in proportion to the area of the said Unit to the total area of all the Units in the said project as determined by the Promoter/Vendor and any such unpaid charges shall be treated as unpaid sale price of the said Unit and the Promoter/Vendor shall have the first charge/lien on the said Unit for recovery of such charges from the Purchaser/Vendee(s).
- h) The Purchaser/Vendee(s) specifically agrees to pay directly or if paid by the Promoter/Vendor then reimburse to the Promoter/Vendor on demand any Govt. levies, Property Taxes, other charges etc. including cess leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Purchaser/Vendee(s) and the same shall be borne and paid by the Purchaser/Vendee(s) in proportion to the area of the said Unit to the

area of all the entire Units in the said project as determined by the Promoter/Vendor.

- i) The Purchaser/Vendee(s) shall not sub-divide or amalgamate the said Unit with any other Unit in the said project without taking prior approval of the Promoter/ Vendor.
- j) That the Purchaser/Vendee(s) hereby agrees to pay the following other charges on demand to the Promoter/Vendor:
  - (i) That the standard of internal development has been defined by the Promoter/Vendor and in case of any change at a later stage in the specifications of internal development thereby resulting in the Purchaser/Vendee(s) incurring any extra charges on account of such changes, the same shall be recovered on pro rata basis from the Purchaser/Vendee(s) and shall be payable as and when demanded by the Promoter/Vendor.
  - (ii) The Electricity Load for the entire project will be obtained from concerned Electricity Authority by the Promoter/ Vendor or as the case may be, and the cost of installation of any additional Sub-Station/Power House/Transformers shall be charged extra on pro rata basis and shall be payable by the Purchaser/Vendee(s) on demand.
  - (iii) That the other charges such as individual Electricity Connection charges including deposit and Meter charges, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges from the said Unit to the Main Sewerage line and Storm Water Connection charges from the said Unit to the Main line and Malba charges etc. shall be borne by the Purchaser/Vendee(s) (if any as the case may be).
  - (iv) If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/said Project requiring the Promoter/Vendor to provide pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Purchaser/Vendee(s) in proportion to the area of said Unit to the total area of all the Units in the said project, as and when demanded by the Promoter/ Vendor.
- k) That the Vendee has specifically agreed and understood that the Vendor shall have absolute right on the signage inside/ outside / near, within or on the face of the said Building / said Project or on the area near the said Building and the Vendor may determine and allow the usage by the Vendee

of such signage at its own discretion. The Vendee shall be responsible to install and maintain such signage, so allotted by the Vendor, in a well it, legible and in a proper manner at its/his/her own cost, but there shall be no signage on front façade.

- l) The Vendee confirms that, they have full knowledge of all laws, rules, regulations, notifications applicable to the said plot of land/ said Building. That the Vendee hereby undertakes that he/she shall comply with and carry out, from time to time after he /she has taken over for occupation and use the said Unit all the requirements, requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority in respect of the said Unit / said Building at his/her own cost and keep the Vendor indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- m) The Vendee authorizes the Vendor, Operation/ Maintenance Agency or the Association of Unit Owner to impose such terms and conditions including pay & park system as it may deem fit to make use by any person of unreserved covered/ open parking spaces. The income earned from the pay and park system shall be solely that of the Vendor, Operation/ Maintenance Agency or the Association of Unit Owner and the Vendee shall have no right to claim any share in the income.
- n) That the possession of the Common Areas in the said Building as well the said land shall remain with the Vendor until the same are specifically transferred/assigned to its Nominee including any other Body or Association of the Unit Owners.
- o) That the Purchaser/Vendee(s) shall have no right, title or interest in any other Unit in the said project except the said Unit and any other Unit which he may have taken or may hereafter take by any other Deed.
- p) That the Purchaser/Vendee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said project; save and except at areas/places specifically earmarked for these purposes in the said project.

#### **4. COMMON AREA & MAINTENANCE:**

- a) In order to provide necessary maintenance services, the Promoter/Vendor may, upon the completion of the said project, hand over the maintenance of the said Project to anybody-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Promoter/Vendor in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the said project including common areas, landscaping and common lawns,

water bodies of the said project will be organized by the Promoter/Vendor or its nominated Maintenance Agency. The Purchaser/Vendee(s) agrees and consents to the said arrangement. The Purchaser/Vendee(s) undertakes to pay maintenance charges which shall be fixed by the Promoter/Vendor or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Purchaser/Vendee(s) shall be liable to pay interest at the rate of 15% per annum for non-payment of any of the charges within the time specified, failing which the Purchaser/Vendee(s) shall be disentitled to the enjoyment of common services including electricity, water etc.

- b) That the Purchase/Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the promoter/Vendor or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the said project and shall be bound by the rules & regulations as described in the Maintenance Agreement. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said project, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the promoter/Vendor or Maintenance Agency, for non/belated payments thereof.
- c) The Purchaser/Vendee(s) shall keep with the Promoter/Vendor an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Purchaser/Vendee(s) in paying promptly the maintenance bills and other charges as raised by the nominated Maintenance Agency. The Purchaser/Vendee(s) agrees to deposit said interest free maintenance security as per the schedule of payment given in Letter of Allotment and to always keep it deposited with the Promoter/Vendor/Maintenance Agency. A separate Maintenance Agreement between the Purchaser/Vendee(s) and the Promoter/Vendor or its Nominee/ Maintenance Agency will be signed at a later date.
- d) The Promoter/Vendor shall have the right to transfer the IFMS of the Purchaser/Vendee(s) to the Maintenance Agency/ Association of Unit owners as the Promoter/Vendor may deem fit, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Purchaser/Vendee(s) at any time upon execution of the Sale Deed and thereupon the Promoter/Vendor shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of

repayment, refund and/or claims, if any, of the Purchaser/Vendee(s) on account of the same.

- e) The Promoter/Vendor or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Unit and/or building constructed thereon for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment including for disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc. The Purchaser/Vendee(s) agrees to give notice of the provisions of this clause to his/her/their tenants, if any.
- f) The common areas and facilities shall remain under the control of the Promoter/Vendor whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to Lucknow Municipal Corporation, Lucknow or any other body or any other maintenance agency.

**5. GENERAL:**

- a) In the event of death of the Purchaser/Vendee(s), the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter/Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
- b) The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Promoter/Vendor and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.
- c) The Vendee shall, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter have no right to object to the Vendor constructing and/or continuing to construct other buildings/ Commercial Unit/Shop adjoining the said Unit. If at any stage further construction in the said Building becomes permissible, the Vendor shall have the sole right to undertake and dispose of such construction without any claim or objection from the Vendee).
- d) The Promoter/Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the said project with various Governmental/Local Authorities for electric and sewer connection etc.

- e) That the said Building shall always be known as “**Commercial-3 (Block-5)**” and the said name shall never be changed by the Vendee and/ or jointly by the Vendee and owners of the other Units in the said Building or any Residents Welfare Association as recognized by the Vendor that may be formed at any subsequent time.
- f) The terms and conditions contained herein shall be binding on the Occupier of the said Unit and default of the Occupier shall be treated as that of the Purchaser/Vendee(s), unless context requires otherwise.
- g) That in case the Purchaser/Vendee(s) has availed loan facility for the purchase of the said Unit, the Purchaser/Vendee(s) hereby covenants with the Promoter/Vendor that after the execution and registration of Sale Deed regarding the said Unit, the original Sale Deed shall be received by the Promoter/Vendor on behalf of the Purchaser/Vendee(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
- h) The Purchaser/Vendee(s) shall get his/her/their/its complete address registered with the Promoter/Vendor at the time of booking and it shall be his/her/their/its responsibility to inform the Promoter/Vendor by Registered AD letter about all subsequent changes, if any, in his/her/their/its address. The address given in the application for allotment of the said Unit shall be deemed to be the Registered Address of the Purchaser/ Vendee(s) until the same is changed in the manner aforesaid.
- i) In case of joint Purchaser/Vendee(s), all communication shall be sent by the Promoter/Vendor to the Purchaser/Vendee(s) whose name appears first and at the address given by him/ it shall for all purpose be considered as served on all the Purchaser/Vendee(s) and no separate communication shall be necessary to the other named Purchaser/ Vendee(s).
- j) All letters, receipts, and/or notices issued by the Promoter/Vendor or its nominee and dispatched Under Certificate of Posting /Regd. AD/ Speed Post/ Courier Service to the last known address of the Purchaser/ Vendee(s) shall be sufficient proof of receipt of the same by the Purchaser/Vendee(s) and which shall fully and effectually discharge the Promoter/Vendor /nominee.
- k) The entire costs and expenses incidental to the preparation, execution and registration of this Deed including the payment of Stamp Duty and registration fee has been borne by the Vendee. This Sale Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty of Rs. ....../- (Rupees

.....Only) in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/Concerned Authority along with consequent penalties and/or deficiencies and/or interest as may be levied in respect of the said Unit conveyed by this Deed shall be borne by the Vendee exclusively and the Vendor shall not be responsible in this regard.

- 1) The total Valuation of the said Unit is Rs. ....(Rupees .....Only) and the details are given herein below:
- (i) The carpet area of the said Unit is ..... Sq. Mtrs. the Circle Rate fixed by the Collector, Lucknow for that area is Rs. ..../- per sq. mtr. (Rupees ..... Only), hence the said Unit comes to Rs. .... (Rupees .....Only) and
- (ii) the said Unit is situated on ..... Floor thus no floor discount on the total valuation.
- (iii) Total valuation for the said Unit for the purposes of stamp duty comes to Rs. ..../- (Rupees ..... Only).

The Sale Consideration for the said unit is Rs. ..../- (Rupees .....Only).

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

#### **SCHEDULE OF PROPERTY**

Commercial Shop No. ...., ..... Floor, Block No....., in Project "**Commercial-3 (Block-5)**" situated at Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow (UP) delineated and marked in the annexed site plan which is bounded as under:-

<b>East</b>	:
<b>West</b>	:
<b>North</b>	:
<b>South</b>	:

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

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**DATED:**

**FOR OMAXE GARV BUILDTECH  
PVT. LTD.**

**WITNESSES**

(1)

**AUTHORIZED SIGNATORY  
(VENDOR)**

**PAN : .....**

(2)

**PAN-  
VENDEE**

**PAN-  
VENDEE**

**Typed by:**

**Drafted by:**

**PHOTOGRAPH OF THE PROPERTY**

Commercial Shop No. ...., Area ..... sq. mtr., in Project "Commercial-3 (Block-5)" situated at Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow (UP)

Proforma of Conveyance deed-Commercial-3 (Block-5)

**Promoter/Vendor**

**Purchaser/Vendee(s)**

सिलसिले का नम्बर	बही	खण्ड	पृष्ठ	रजिस्ट्रीकरण की तारीख	प्रस्तुतकर्ता निष्पादनकर्ता का नाम व पता	पासपोर्ट साइज का नवीनतम फोटोग्राफ
1	2	3	4	5	6	7

Proforma of Conveyance deed-Commercial-3 (Block-5)