

## SALE DEED

1. Category of Land : Residential Plot  
2. Ward Pargana : Vrindavan; Tehsil & District Mathura  
3. Mohalla : Omaxe Eternity-2 (Village Raal and Magera, Mathura-Vrindavan)  
4. Detail of Property : Plot No. \_\_\_\_  
5. Unit of Measurement : In Square Meters  
6. Plot Area : \_\_\_\_ Sq. Mtrs.  
7. Situated on Road : More than \_\_ Mtrs.  
8. Condition/Type of Property : Plot (Without Constructed)  
9. Year of Construction : N.A.  
10. Sale Consideration : Rs. \_\_\_\_/-  
11. Valuation : Rs. \_\_\_\_/-  
12. Stamp Duty : Rs. \_\_\_\_/- (Rs. \_\_\_\_\_ as per prevailing Circle Rate.  
The property is situated within the Territorial jurisdiction of the  
Sub-Registrar-II and is outside Municipal Limits)  
13. Boundaries :  
a. East : \_\_\_\_  
b. West : \_\_\_\_  
c. North : \_\_\_\_  
d. South : \_\_\_\_

Number of Vendor : One

Number of Vendee - ONE

### Details of Vendor:

1. **M/s Omaxe Ltd.**, a Company duly incorporated under the provisions of the Companies Act, 1956 having its registered Office at Shop No-19-B, First Floor, Omaxe Celebration Mall, Sohna road, Gurgaon-122001, Haryana.

Occupation: Service

**PAN: AAACO 0171H**

2. **M/s Braj Vaas Real Estate** (PAN AAXFB6618G), a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at 238 Gopi Nath Bazar, Vrindavan, Mathura-281121.
3. **M/s Vasudev Earth** (PAN AAWFV1101F), 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.

4. **M/s Shyam Realty** (PAN AEVFS7706L), 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.
5. **M/s Girraj Land** (PAN AAYFG9128M), 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.
6. **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.

**Details of Purchaser:**

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**Occupation:** \_\_\_\_\_

**PAN:** -----

## SALE DEED

THIS Sale Deed is made and executed at Mathura, (U.P.) on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BY**

1. **M/s Braj Vaas Real Estate** (PAN AAXFB6618G), a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at 238 Gopi Nath Bazar, Vrindavan, Mathura-281121 vide Partnership Deed dated 10.02.2021 duly registered vide Document No. 03004/2022-2023, Registration no. MAT/ 0013717, dated 08.12.2022, before Director of Firms, Agra, Uttar Pradesh having its current Partners \_\_\_\_\_ and \_\_\_\_\_ (hereinafter individually referred to as the “**Partner**” and collectively referred to as the “**Partners**”) and acting through its Partner and Authorized Representative \_\_\_\_\_ in terms of Clause \_\_\_\_\_ of the Partnership Deed, which expression, unless repugnant to the context of this agreement, shall mean and include administrators, legal representatives, successors, executors, assigns etc. of the Firm and also the Partners (both in their personal capacity and as Partners of the concern) and their respective heirs, administrators, legal representatives, successors, executors, assigns etc.;

**AND**

2. **M/s Vasudev Earth** (PAN AAWFV1101F), 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 vide Partnership Deed dated 04.05.2022 duly registered vide Document No. 03006/2022-2023, registration no. MAT/ 0013719, dated 08.12.2022, before Director of Firms, Agra, Uttar Pradesh having its current Partners \_\_\_\_\_ and \_\_\_\_\_ (hereinafter individually referred to as the “**Partner**” and collectively referred to as the “**Partners**”), and acting through its Partner and Authorized Representative \_\_\_\_\_ in terms of Clause \_\_\_\_\_ of the Partnership Deed, which expression, unless repugnant to the context of this agreement, shall mean and include administrators, legal representatives, successors, executors, assigns etc. of the Firm and also the Partners (both in their personal capacity and as Partners of the concern) and their respective heirs, administrators, legal representatives, successors, executors, assigns etc.;

**AND**

3. **M/s Shyam Realty** (PAN AEFVS7706L), 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 vide Partnership Deed dated 07.10.2022 duly registered vide Document No. MAT/ 19718 dated 08.12.2022, before Director of Firms, Agra, Uttar Pradesh having its current Partners \_\_\_\_\_ and \_\_\_\_\_ (hereinafter individually referred to as the “**Partner**” and collectively referred to as the “**Partners**”), and acting through its Partner and Authorized Representative **Mr.** \_\_\_\_\_ in terms of Clause \_\_\_\_\_ of the Partnership Deed, which expression, unless repugnant to the context of this agreement, shall mean and include

administrators, legal representatives, successors, executors, assigns etc. of the Firm and also the Partners (both in their personal capacity and as Partners of the concern) and their respective heirs, administrators, legal representatives, successors, executors, assigns etc.

**AND**

4. **M/s Girraj Land** (PAN AAYFG9128M), 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 vide Partnership Deed dated 07.10.2022 duly registered vide Document No. 03003/2022-2023, Registration no. MAT/ 0013716, dated 08.12.2022, before Director of Firms, Agra, Uttar Pradesh having its current Partners \_\_\_\_\_ and \_\_\_\_\_ (hereinafter individually referred to as the “**Partner**” and collectively referred to as the “**Partners**”), and acting through its Partner and Authorized Representative \_\_\_\_\_ in terms of Clause \_\_\_\_\_ of the Partnership Deed, which expression, unless repugnant to the context of this agreement, shall mean and include administrators, legal representatives, successors, executors, assigns etc. of the Firm and also the Partners (both in their personal capacity and as Partners of the concern) and their respective heirs, administrators, legal representatives, successors, executors, assigns etc.

**AND**

5. **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 and acting through its Director \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_ which expression, unless repugnant to the context of this agreement, shall mean and include administrators, legal representatives, successors, executors, assigns etc.

All the parties at Serial No. 1 to Sl. No. 5 are hereinafter collectively referred to as the “**Land Owners**”, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective successors, nominees and permitted assigns);

**AND**

**M/s Omaxe Limited**, a Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Shop No.-19-B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurgaon - 122001, Haryana, through its Authorized Signatory **Mr.** \_\_\_\_\_ vide resolution dated \_\_\_\_\_ (hereinafter referred to as the “**Developer**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, nominees and permitted assigns);

The Land Owners and the Developer are henceforth jointly/collectively referred to as “**Promoter/Vendor**” of the **One Part**;

**IN FAVOUR OF**

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(hereinafter referred to as the "**Vendee(s)**") which expression shall, unless repugnant to the context hereof, mean and include all his heirs, successors, legal representatives, executors, and assigns) of the Second Part.

The Vendor and the Vendee(s) are hereinafter collectively referred to as the "Parties" and individually as the "Party" as the context demands.

**WHEREAS:**

- A.** The Land Owners have procured 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 as per land details mentioned in **Annexure-A** (hereinafter referred to as the "**said Land**") being part of Integrated Residential Township.
- B.** Omaxe Ltd. entered into a Consortium Memorandum of Understanding with Land Owners for development of an Integrated Residential Township on the said Land. Omaxe Limited as lead member of the consortium applied for permit to develop Residential Township thereon under the Integrated Township Policy-2005 of the State Government of Uttar Pradesh and after having obtained all the relevant sanctions, approvals, permissions etc., initiated the process of development of the Residential Township popularly known as "**Omaxe Eternity-2**" (hereinafter referred to as the "**said Colony**") as per approved layout therefor from the Competent Authority i.e. Mathura-Vrindavan Development Authority (MVDA) and as a part of the said Residential Township, has certain area for development of plots known as "**Omaxe Eternity-2, Phase-I, Vrindavan**" (hereinafter referred to as the "**said Project**").
- C.** The Land Owners, accordingly, arranged for development, marketing and sale of the plots in the said Project through the Developer on the condition that the sale deed of such plots in favour of prospective/ respective Allottee shall be executed by the Developer and accordingly, the Developer has developed residential plots and has organised the marketing & sale of such residential plots.
- D.** The Vendor has got registered the said Project under the provisions of the Act with the The Real Estate Regulatory Authority, Uttar Pradesh on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- E.** The Vendee(s) has/ have applied for and agreed to purchase from the Vendor a Residential Plot on mutually agreed terms and conditions. The Vendor has agreed to sell to the Vendee(s) Residential Plot bearing No. \_\_ area admeasuring \_\_\_\_\_ **Sq. Mts.** (\_\_\_\_ **Sq. Yds.**) in the said Project (hereinafter referred to as the "**said Plot**").
- F.** The Vendee(s) after having satisfied himself/themselves/itself with the facts aforesaid and having inspected the relevant record relating to title of the said Land and various approvals, has agreed to purchase the said Plot for the consideration and terms stipulated in this Sale Deed and on the specific assurance that the Vendor is fully competent to sell the said Plot in the said Project.
- G.** The Vendor and the Vendee(s) pursuant to the aforesaid are desirous of executing this Sale Deed of the said Plot in favour of the Vendee(s).
- H.** The Vendee(s), in terms of the mutually agreed terms & conditions has paid the agreed Sale Consideration of **Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_ **Only**) for the said

Plot, receipt whereof the Vendor do hereby acknowledges and is ready to convey the said plot to the Vendee(s) on the terms & conditions stated hereinafter:

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

**1. PROPERTY AND CONSIDERATION:**

- 1.1 That in consideration of the amount of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** paid by the Vendee(s) to the Vendor, the receipt whereof the Vendor hereby admits and acknowledges, and the Vendee(s) agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions herein contained and as per mutually agreed terms & conditions the Vendor doth hereby convey the said Plot unto the Vendee(s) together with all rights, easements and appurtenances whatsoever in the said Plot belonging or appertaining thereto TO HOLD the same by the Vendee(s).
- 1.2 That the consideration of the said Plot is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, culverts, laying of underground cabling, fixing poles and making provision for electrification and street lighting, laying of pipes and constructing underground/overhead water tanks for water supply, sewerage line and providing road side horticulture, development of parks etc.
- 1.3 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(s) in addition to the consideration of the said Plot. The Vendee(s) shall pay the aforesaid amounts, on demand, to the Vendor as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the Plot or as the case may be.
- 1.4 The cost of development of the said Plot is escalation-free, save and except increases, which the Vendee(s) 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.
- 1.5 That the vacant and peaceful possession of the said Plot has been delivered to the Vendee(s) simultaneously with the signing and execution of this Deed and the Vendee(s) confirms the taking over of the possession of the said Plot after satisfying himself/herself/themselves as to the area and the location of the said Plot and the Vendee(s) has agreed not to raise any dispute at any time in future on this account. However, it is clarified that the said plot shall always be used as per sanctioned layout, i.e., residential purpose. Any use thereof by the Purchaser other than its specified dedicated use, shall entitle the Vendor/Maintenance Agency to disrupt/disconnect the services to the said Plot and to take all legal actions to restore the said Plot to Vendor.

**2. VENDOR'S COVENANTS WITH THE VENDEE(S):**

- 2.1 That the absolute interest which they prefer to transfer/demise by way of this Deed subsists and that it has good right, full power and authority to convey the said Plot.
- 2.2 That the said Plot 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 Plot or any part thereof the Vendor shall indemnify the Vendee(s).
- 2.3 The Vendor will be responsible for provide 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. OBLIGATIONS OF VENDEE(S):

- 3.1 The Vendee(s) confirms that, he/ she has full knowledge of all laws, rules, regulations, notifications applicable to the said Plot with specified dedicated use/said Land/said Colony. That the Vendee(s) 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 Plot, 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 Plot/said Land/said Colony 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.
- 3.2 That the Vendee(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Vendor/Maintenance Agency and its employees for rendering Maintenance Services. That the basements and service areas, if any, as may be located within the said Colony shall be earmarked by the Vendor to house services including but not limited to Electric Sub-station, Transformers, DG sets room, Underground water tanks, Pump Rooms, Maintenance and Service Rooms, fire-fighting Pumps, Air-conditioning Plant and Equipment etc. and other permitted uses as per zoning/ building plans.
- 3.3 That the Vendee(s) undertakes that the said Plot shall always be used for the purpose as per sanctioned layout, i.e. for residential purpose only. Any change in the specified use, which is not in consonance with the theme of the said Colony or is detrimental to the public interest will be treated as a breach of the condition entitling the Vendor/ Maintenance Agency to initiate and seek appropriate legal remedy against the Vendee(s) for such violation.
- 3.4 That the Vendee(s) shall have no right, title or interest in any other Plot in the said Colony except the said Plot and any other Plot which he may have taken or may hereafter take by any other Deed. Further, the Vendee(s) shall have no absolute right in any of the common areas in the said Colony including the community building, open spaces etc. developed and/or to be developed by the Vendor in the said Colony. The Vendee(s) or any other person(s) claiming through the Vendee(s) shall not be entitled to bring any action for partition or division of the said area and facilities, or any part thereof. The Vendee shall only have the right of ingress/egress, over or in respect of open spaces, and/or any of the common areas in the Project “**Omaxe Eternity-2, Phase-I, Vrindavan**” such as parks, community building, etc. The Vendee(s) doth hereby agrees and confirms that Vendee(s) shall not create any blockages, elevations, constructions, in the common area and shall indemnify the Vendor for its acts of omission or commissions in this regard.
- 3.5 That the Vendee(s) hereby undertakes and confirms that he/she shall construct the building on the said Plot as per the layout and building plans approved by the Competent Authority in respect thereof within the stipulated time therefor prescribed by the concerned authority failing which the Vendee(s) agrees to be liable for and bear payment of any penalty, impositions etc., imposed by the Competent Authority and further undertakes to keep the Vendor indemnified in this regard.
- 3.6 That the Vendee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Colony; save and except at areas/places specifically earmarked for these purposes in the said Colony.
- 3.7 The Vendee(s), after taking possession or deemed possession of the said Plot, as the case may be, or at any time thereafter have no objection to the Vendor of other plots developing or continuing with the development of other Plots adjoining the said Plot sold to the Plot Vendee(s).

- 3.8 The said Project shall always be known as **Omaxe Eternity-2, Phase-I, Vrindavan**” and this name shall never be changed by the Vendee(s) or anybody else.
- 3.9 That the usage of the said residential plot shall be as per zoning conditions, rules and regulations and building bye-laws of Mathura Vrindavan Development Authority (M.V.D.A) and the restrictions as may be imposed by the Competent Authority which shall include the norms pertaining to the covered area.

#### **4. RATES, TAXES, DUTIES AND USER CHARGES FOR FACILITIES :**

- 4.1 The Vendee(s) hereby undertakes to pay directly to the Local Government/Central Govt./Local Authority or the any 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 Plot and building constructed thereon, from time to time and at all times from the date of allotment of the said Plot by the Vendor.
- 4.2 The Vendee(s) further agrees and undertakes to pay any amount demanded or expenses incurred by the Vendor for providing external development works not provided by the Authority at its own cost.
- 4.3 The Vendee(s) undertakes to pay to the Vendor, on demand, any liability, that may be demanded/imposed by any competent authority with retrospective effect which has not been demanded by 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 Plot and building constructed thereon/ said Colony, from time to time and at all times from the date of allotment of the said Plot by the Vendor and with all such conditions imposed by the M.V.D.A. and/or any competent authority(ies) and such increase in External Development Charges/ any other charges shall be borne and paid by the Vendee(s) in proportion to the area of the said Plot to the total area of all the Plots in the said Colony as determined by the Vendor and any such unpaid charges shall be treated as unpaid sale price of the said Plot and the Vendor shall have the first charge/lien on the said Plot for recovery of such charges from the Vendee(s).
- 4.4 The Vendee(s) specifically agrees to pay directly or if paid by the Vendor then reimburse to the 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 Plot, as the case may be, as assessable/applicable in respect of the said Plot to the Vendee(s) and the same shall be borne and paid by the Vendee(s) in proportion to the area of the said Plot to the area of all the entire Plots in the said Colony as determined by the Vendor.
- 4.5 The Vendee(s) hereby agrees to pay the following other charges on demand to the Vendor:
- 4.5.1 That the standard of internal development has been defined by the Vendor and in case of any change at a later stage in the specifications of internal development thereby resulting in the Vendee(s) incurring any extra charges on account of such changes, the same shall be recovered on pro rata basis from the Vendee(s) and shall be payable as and when demanded by the Vendor.
- 4.5.2 The Electricity Load for the entire project will be obtained from concerned Electricity Authority by the Vendor or as the case may be, and the cost of installation of Sub-Station/Power House/Transformers shall be charged extra on pro rata basis and shall be payable by the Vendee(s) on demand.

- 4.5.3 The other charges such as individual Electricity Connection charges from the relevant point of supply including deposit and Meter charges, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges and Storm Water Connection charges from the said Plot to the Main Sewerage line and to the Main line respectively and Malba charges etc. shall be borne by the Vendee(s).
- 4.5.4 If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Plot/said Project requiring the Vendor to provide pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipment etc. shall also be borne and paid by the Vendee(s) in proportion to the area of said Plot to the total area of all the Plots in the said Colony, as and when demanded by the Vendor.
- 4.6 The Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the Project with various Governmental/Local Authorities for electric and sewer connection etc.
- 4.7 Stamp Duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Vendee(s). The Vendee(s) shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.

## 5. MAINTENANCE

- 5.1 In order to provide necessary maintenance services, the Vendor may handover the maintenance of the said Project to any Body corporate, association etc. (hereinafter referred to as "**Maintenance Agency**") as the Vendor in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the said Colony including common areas, landscaping and common lawns, water bodies of the said Colony will be organized by the Vendor or its nominated Maintenance Agency. The Vendee(s) agrees and consents to the said arrangement. The Vendee(s) undertakes to pay maintenance charges which shall be fixed by the Vendor or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Vendee(s) shall be liable to pay interest as specified in the Maintenance Agreement for non-payment of any of the charges within the time specified, failing which the Vendee(s) shall be disentitled to the enjoyment of common services including electricity, water etc.
- 5.2 That the Purchase/Vendee(s) shall be under obligation to execute a separate Maintenance Agreement with the Vendor or the Maintenance Agency (if not already executed, within 15 days of the execution & Registration of this deed or otherwise it will be deemed to have been signed and executed by the Vendee(s) with all consequential effects flowing therefrom) with regard to terms, conditions and scope of maintenance of the said Colony 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 Colony, 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 Vendor or Maintenance Agency, for non/belated payments thereof.
- 5.3 The Purchase/Vendee(s) shall keep with the 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 Purchase/Vendee(s) in paying promptly the maintenance bills and other charges as raised by the nominated Maintenance Agency. The

Purchase/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 Vendor/Maintenance Agency. A separate Maintenance Agreement between the Vendee(s) and the Vendor or its Nominee/Maintenance Agency will be signed at a later date.

- 5.4 The Vendor shall have the right to transfer the IFMS of the Vendee(s)(s) to the Maintenance Agency/ Association of plot owners as the Vendor may deem fit, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Vendee(s) at any time upon execution of the Sale Deed and thereupon the 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 Vendee(s) on account of the same.
- 5.5 The Vendor or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Plot 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 Vendee(s) agrees to give notice of the provisions of this clause to his/her/their tenants, if any.
- 5.6 The Vendee(s) shall also be liable to pay to the Vendor the charges, pro-rata as may be determined by the Vendor or its nominated Maintenance Agency, for maintaining various services and facilities in the said Residential Colony where the said Plot 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 Vendee(s) to the Vendor/ Maintenance Agency periodically as and when demanded by the Vendor/Maintenance Agency. The pro-rata share so determined by the Vendor/Maintenance Agency shall be final and binding on the Vendee(s). The Purchaser/ Vendee shall be liable to pay the maintenance charges, regularly and without fail, as per the demand raised by the maintenance agency irrespective of any pending dispute relating to maintenance between it and the Vendee(s) and such dispute may be resolved/ settled in due course of time.
- 5.7 The common areas and facilities shall remain under the control of the Vendor whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to concerned resident welfare association (RWA) or Mathura Vrindavan Municipal Corporation or any other body or any other maintenance agency.

## **6. MORTGAGE**

That in case the of the Vendee(s)(s) availing loan for the purchase of the said Plot, the Vendee(s) hereby covenants with the Vendor that after the execution and registration of Conveyance/Sale Deed regarding the said Plot, the original Conveyance/Sale Deed shall be received by the Vendor on behalf of the Vendee(s)(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.

## **7. TRANSFER OF DEMISED PLOT**

- 7.1 The Vendee(s) further assures that whenever the title of Vendee(s) in the said Plot is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Deed 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 Plot.

- 7.2 That whenever the title of the said Plot is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall prior to execution & registration of transfer deed obtain NOC from the Vendor and/or 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 Plot failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Plot.
- 7.3 In the event of death of the Vendee(s), the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Vendor and the Maintenance Agency and get the necessary entries made/done in the record of Vendor/Maintenance Agency on payment of prescribed fee therefor. 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.
- 7.4 The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Vendor and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.
- 7.5 The Vendee(s) shall not sub-divide or amalgamate the said Plot with any other Plot in the said Residential Colony without taking prior approval of the Vendor/Concerned Competent Authority.
- 7.6 The terms and conditions contained herein shall be binding on the Occupier of the said Plot and default of the Occupier shall be treated as that of the Vendee(s), unless context requires otherwise.
- 7.7 That whenever the title of said Plot 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 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 said Plot failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Plot.

## **8. GENERAL**

- 8.1 The Vendee(s) shall get his/her/their/its complete address registered with the Vendor at the time of booking and it shall be his/her/their/its responsibility to inform the 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 Plot shall be deemed to be the Registered Address of the Vendee(s) until the same is changed in the manner aforesaid.
- 8.2 In case of joint Vendee(s)s, all communication shall be sent by the Vendor to the 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 Vendee(s)s and no separate communication shall be necessary to the other named Vendee(s)s.
- 8.3 All letters, receipts, and/or notices issued by the Vendor or its nominee and dispatched Under Certificate of Posting/Regd. AD/Speed Post/Courier Service to the last known address of the Vendee(s) shall be sufficient proof of receipt of the same by the Vendee(s) and which shall fully and effectually discharge the Vendor /nominee.

## **9. CONSIDERATION FOR THE PURPOSE OF STAMP DUTY**

- 9.1 Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Vendee(s). The Vendee(s) shall also be liable for due compliance of

the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.

**10. COURT JURISDICTION:**

The Allahabad High Court and the Courts at Mathura/ Vrindavan shall have exclusive jurisdiction in dealing with all matters arising out of or touching upon and/or concerning this Deed.

**SCHEDULE OF RESIDENTIAL PLOT**

All the rights, title and interest of the Vendor into and upon that piece and parcel of land having specified dedicated land use, having area admeasuring \_\_\_\_\_ **Sq. Mtrs.** (\_\_\_\_\_ **Sq. Yrds.**) (approx.) being Plot No. \_\_\_ in Project named as “**Omaxe Eternity-2, Phase-I, Vrindavan**” within the Integrated Residential Township “**OMAXE ETERNITY**” Vrindavan situated in Village Raal and Magera, Tehsil-Sadar and District-Mathura, Vrindavan, Uttar Pradesh as per the approved layout thereof by the concerned Authority. The Layout Plan enclosed herewith.

**IN WITNESS WHEREOF** the parties have hereto set their hands on the day, month and year first above written.

**WITNESSES:**

1.

Signed for & on behalf of  
**OMAXE LTD.**  
**(VENDOR)**

2.

**(VENDEE(S))**