

**--- For RERA Registration Purposes only ---**

**Photograph of Plot no. \_\_\_\_\_ Suraksha Enclave, an  
integrated township developed by Omega Infrabuild Pvt. Ltd., at  
Rai Barelli Road, Lucknow**

**Brief Detail of Sale Deed**

1.	Type of property	-	Residential
2.	Tahseel & Pargana	-	Mohanlalganj
3.		-	“Suraksha Enclave”, Rai Barelli Road, Lucknow (U.P.)
4.	Property details	-	<b>Plot No.</b> _____, Situating at, “Suraksha Enclave”, Rai Barelli Road, Lucknow (U.P.)
5.	Measurement unit (sq. mt.)	-	<b>Square Meter</b>
6.	Area of property	-	_____ -- <b>Sq. Mtr.</b>
7.	Other description (12 mt/ 18mt/45mt Road/corner/green)	-	
8.	Total area of property (in case of multi storied building)	-	NA
10.	Valuation of trees	-	NA
11.	Boring/well other	-	NA
12.	Constructed area	-	NA
13.	Pertaining to the member of Housing society	-	NA
14.	Consideration	-	<b>Rs.</b> _____/-
15.	Market value	-	<b>Rs.</b> _____/-
16.	Stamp Duty Paid	-	<b>Rs.</b> _____/-
17.	<b><u>Boundaries</u></b> <b>NORTH</b> <b>SOUTH</b> <b>EAST</b> <b>WEST</b>	- - - -	
18.	<b><u>No. of Vendor</u></b>	-	<b>1</b>
19.	<b><u>No. of VENDEE</u></b>	-	<b>1</b>

### **Description of VENDORS**

**OMEGA INFRABUILD PVT. LTD.**, (CIN no. **U70109DL2011PTC213644**), a company incorporated under the provisions of the companies Act, 1956/2013, having its registered office at **C-22, East End Apartment, Mayur Vihar, Phase-1, Extn. Delhi-110096** and its corporate office at **Ocean Complex, P-6, Unit no. 703 & 704, 7<sup>th</sup> floor, Sector-18, Noida (UP)- 201301** and its Lucknow office at **OUG, Opp. DLF Garden City, Raibreyilly Road, Purseni - Mohanganj, Lucknow (U.P.) – 227305**, (PAN no. AABCO4357Q ), 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 include its legal representatives, nominees, successors, wholly owned subsidiaries and permitted assigns etc.

### **Description of VENDEE**

**Mr./Mis** \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) S/o \_\_\_\_\_, aged about \_\_\_\_ year, residing at \_\_\_\_\_, (PAN no. \_\_\_\_\_), 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).

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”

### **WHEREAS**

Developer is the lead member of the consortium developing the project (Consortium agreement dated ----- vide book no. ----- Jild No. ----- page on ----- to ----- at Sl. No. -----, duly registered at the office of sub-registrar Mohanlalganj, Lucknow), Co-ordinator, overall responsible of management of the scheme & authorized to make representation, and all Consortium members of said Consortium jointly the absolute and lawful owner of the land has authorized it for development of the project on the land contributed by them in to the project i.e. ----- **sq.mtr.** only, purchased by them bearing khasra nos. as sated schedule 1. Attached as annexure to the deed.

Type of Deed	Khasra no.	Book no.	Jild No.	Page no.	Registration no.	Registration Date
Consortium DEED	411	4	12	303 to 326	41	01.10.2015
Sale Deed	377	1	5189	289 to 330	20150	03.12.2014
Sale Deed	409	1	5397	389 to 404	2116	02.02.2015
Sale Deed	405				9246/11	16.11.2011
Sale Deed	361	1	4353	191 to 216	1233	24.01.2014
Sale Deed	407	1	6044	133 to 158	16390	07.09.2015
Sale Deed	360	1	4750	87 to 112	10447	02.07.2014
Sale Deed	360	1	4750	65 to 86	10446	02.07.2014
Sale Deed	356	1	4488	363 to 378	4219	14.03.2014
Sale Deed	406	1	2893	321 to 338	69	04.01.2012
Sale Deed	353	1	4709	157 to 208	9449	18.06.2014
Sale Deed	351, 352	1	2867	349 to 374	10393	17.12.2011
Sale Deed	351, 352	1	2896	305 to 338	126	06.01.2012

Type of Deed	Khasra no.	Book no.	Jild No.	Page no.	Registration no.	Registration Date
Consortium DEED	397	4	13	65 to 84	9	9.02.2016
Sale Deed	366	1	4163	363 to 398	14228	30.10.2013
Sale Deed	396	1	2301	25 to 50	6209	26.10.2020
Sale Deed	383,	1	6220	105 to 138	20234	21.11.2015

**tahseel- Mohanlalganj, District- Lucknow.**

- A.** The Said Land is earmarked for the purpose of building [commercial/residential/any other purpose] project and the said project shall be known as **‘Suraksha Enclave’** An Integrated Township” (“Project”);
- B.** 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; The Company/ consortium is registered as a private developer in **LDA**, Uttar pradesh and registration ID is \_\_\_\_\_ dtd. \_\_\_\_\_ and **Lucknow Development Authority** has granted the commencement certificate to develop the

Project vide approval dated. \_\_\_\_\_ bearing permit to build no. \_\_\_\_\_.

- C. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from **Lucknow Development Authority**.

The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at **Lucknow** on \_\_\_\_\_ under registration no. \_\_\_\_\_.

- D. The VENDEE had vide application dated \_\_\_\_\_ applied for booking of residential plot. Thereafter, a detailed Provisional Allotment Letter /registered agreement executed in tahseel Mohanlalganj dated \_\_\_\_\_ (book no. \_\_\_\_, jild no. \_\_\_\_\_, on pages \_\_\_\_\_ to \_\_\_\_ at SI. No. \_\_\_\_/\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said "Agreement") was executed for allotment of plot No. \_\_\_\_\_ admeasuring \_\_\_\_\_ **Sq. mtrs.** (\_\_\_\_\_ **sq. yds** approx.) (hereinafter referred to as the "Said Plot") for a Sale Consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_ Only)** and the Said Plot was **allotted** in favour of the VENDEE.
- E. The VENDEE is fully satisfied in all respects with regard to the right, title and interest of the Vendors in the Project in which the Said Plot is situated and has understood all limitations and obligations of the Vendors in respect thereof. The VENDEE acknowledges and confirms that the **VENDEE** is fully satisfied of the title, competency of the Vendors to execute this Sale Deed.
- F. The VENDEE agrees and acknowledges that the layout plan of the Project comprises of convenient shopping area, school, club, green area, common areas and plotted areas, but the other areas in the said Project are not subject matter of this Sale Deed and **this Sale Deed is** confined and limited in its scope only to the Said Plot.
- G. The VENDEE acknowledges and confirms that the description and reference of the Total Land given by the Vendors is only to acquaint the VENDEE with regard to the location of the Project/Said Plot in the Total Land.
- H. The VENDEE has relied on his own judgment and investigation in purchasing the Said Plot. The Vendors hereby disclaim to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this Sale Deed. No oral or written representations or statements shall be considered to be part of this Sale Deed and this Sale Deed is

self-contained and complete in itself in all respects.

- I. The Vendors are the owner of the Total Land on which the Project/Said Plot is situated and no one besides the Vendors has any interest, right, title or claim of any kind in the Project/Said Plot. The Said Plot is free from all encumbrances and the Vendors holds unimpeachable and marketable right to convey, transfer, alienate and sell the Said Plot.

The plot demarcation has been completed and the VENDEE is fully satisfied and has no claim of any nature whatsoever against the Vendors and the VENDEE confirms that the plot area of the Said Plot is approximately \_\_\_\_\_ **Sq. mtrs.** (\_\_\_\_\_ **sq. yds**). The VENDEE has agreed and accepted the final plot area of the Said Plot after due verification and has paid the entire sale consideration, as mutually agreed to between the Parties.

The VENDEE agrees that wherever in this Sale Deed, it is explicitly mentioned that the VENDEE has understood or acknowledged obligations of the VENDEE or the rights of the Vendors; the VENDEE has given his consent to the actions of the Vendors and the VENDEE has acknowledged that the VENDEE has no right of whatsoever nature and that the VENDEE in furtherance of the same, shall do such acts, deeds or things as the Vendors may deem necessary and/or execute such documents/deeds in favour of the Vendors at the first request without any protest or demur.

**NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS FOLLOWS: -**

1. In consideration of a sum of **Rs. \_\_\_\_\_/- (Rupees One Only)** the receipt of which the Vendors hereby admits and acknowledges and in accordance with the terms of the Allotment Letter and the terms and conditions contained in this Sale Deed, the Vendors doth hereby sell, convey, assign and transfer unto the VENDEE by way of sale, the Said Plot (more fully described in the **Schedule-2** hereunder), free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Said Plot or in any way appended therewith usually held as part and parcel thereof.
2. It shall be lawful for the VENDEE for all times hereafter to enter upon the Said Plot and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Vendors subject to the terms and conditions of the Sale Deed and the Allotment Letter. The Vendors agree that they shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the VENDEE, make, acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for assuring the Said Plot unto the VENDEE in the manner mentioned in this Sale Deed and the Allotment Letter. The Vendors covenant that this Sale Deed is executed in its entirety and that the Vendors have received full Consideration of the Said Plot.

3. The VENDEE has paid the prorata share of City & Rural Development Charges and other charges as levied by the Authorities as applicable till date as part of the price of the Said Plot. The VENDEE further agrees and undertakes to pay any increase in / levy of City & Rural development Charges or other similar charges by the Authorities, (by whatever name called or in whatever form including with retrospective effect) on prorata basis directly to the Government. If, however, the Vendors are required to pay such increase of the above stated charges to the government agencies, then the VENDEE agrees and undertakes to reimburse the same to the Vendors. The determination of the prorata share of the VENDEE by the Vendors shall be final and binding on the VENDEE. The VENDEE affirms that if the increased charges are not paid, the same shall be treated as unpaid sale price of the Said Plot and the Vendors shall have the first charge and lien over the Said Plot and the right to resume the Said Plot.
4. The VENDEE confirms and undertakes that the VENDEE shall be liable to pay all government rates, tax on land, municipal tax, property tax, service tax, value added tax, wealth tax, taxes and cesses, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the government, municipal authority or any other governmental authority on the Said Plot/Project, as the case may be, as assessable or applicable from the date of booking. The VENDEE further agrees that if the Said Plot is not assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendors which shall be final and binding on the VENDEE. If the Said Plot is assessed separately, the VENDEE shall pay the same directly to the competent authority on demand being raised by the competent authority.
5. That the VENDEE has agreed, understood and hereby confirms that the Vendor has received Demand from the Lucknow Development Authority towards Bandha charges for the construction of the Bandha to protect the township including the Unit from floods etc. The Vendor has challenged the said demand and that it may take some time for the Authority/ State to, as the case may be, to finalize the same. In the event, any demand is finally determined by the appropriate authority, the Vendor shall raise demand towards the proportionate amount of Bandha Charges against the VENDEE. The VENDEE undertakes to pay the proportionate amount of Bandha Charges as and when demanded by the Vendor, and also indemnify the Vendor from any pecuniary losses and penalties, interest and expenses including but not limited to the litigation expenses etc. due to delay / non-payment of the said amount by the VENDEE as demanded by the Vendor.
6. The VENDEE confirms that subject to the terms and conditions of this Sale Deed, the Vendors have conveyed to the VENDEE only the following rights with regard to the Said Plot;
  - (i) Ownership of the Said Plot only.

- (ii) The VENDEE shall not have any right, title or interest of any kind whatsoever on any other land(s) except the Said Plot and the Vendors shall be free to use, develop, dispose the other land(s) in any manner in which it may deem fit.
- 7.
- (i) All other land(s), areas, facilities and amenities except the Said Plot are specifically excluded from the scope of this Sale Deed and the VENDEE shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities, including but not limited to schools and shops, EWS plots, community center, club and commercial centers. Such lands, areas, facilities and amenities including the club have not been included in the computation of plot area for calculating the sale consideration and the VENDEE confirms that the VENDEE has not paid any price for use or ownership in respect of any lands, area, facilities and amenities. It is clarified that the ownership of such lands, areas, facilities and amenities vests solely with the Vendors and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Vendors.
  - (ii) The VENDEE confirms that it has not made any payment to the Vendors in any manner whatsoever with respect to any land(s), building (s), common areas , facilities and amenities falling outside the Said Plot. The VENDEE acknowledges that the Vendors shall be carrying out extensive development / construction activities now or in future in the entire area falling outside the Said Plot and that the VENDEE shall not have a right to raise any objection or make any claims on account of inconvenience if any, which may be alleged to have been caused to the VENDEE due to such developmental/ construction activities or activities incidental/related to it.
8. In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures the Vendor has handed over the maintenance of the said Project to **Omega Infrabuild Pvt. Ltd.**, the maintenance agency (Maintenance Agency). The VENDEE acknowledges and confirms to abide by the terms and conditions of the maintenance agreement executed between the Company, VENDEE and the Maintenance Agency and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The VENDEE assures and undertakes to pay the total maintenance charges fixed by the maintenance agency which decision shall be final and binding on the VENDEE. The Maintenance charges shall commence on the expiry of 75 days of offer of possession letter or 30 days from the date of unit handover letter, whichever is earlier.
9. The VENDEE acknowledges that the Maintenance Agency shall be responsible for providing maintenance services to the said Project and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The Maintenance Agency



may entrust or cause the aforesaid maintenance services, to be undertaken/carried out through any person, as deemed fit at its sole discretion. The VENDEE undertakes to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The VENDEE confirms not to withhold, refuse, or delay the payment of maintenance bills raised by the Maintenance Agency or fail to abide by any of the terms and conditions of the Maintenance Agreement. The VENDEE undertakes that the VENDEE shall be entitled to use the maintenance services subject to the timely payment of total Maintenance Charges and if the VENDEE fails to pay the total Maintenance Charges, then the VENDEE acknowledges that the VENDEE shall not be entitled to use the maintenance services. The VENDEE undertakes to pay all the charges to the Maintenance Agency periodically as and when demanded by the Maintenance Agency. The share so determined by the Maintenance Agency shall be final and binding on the VENDEE.

10. (i) The VENDEE has deposited and further undertakes to always keep deposited an interest free maintenance security (IFMS) for the Said Plot with the Maintenance Agency. In case of failure of the VENDEE to pay the Maintenance Charges or any other charges on or before the due date, the VENDEE shall not have the right to avail the maintenance services and the Maintenance Agency shall have the right to adjust the IFMS against such defaults in the payment of maintenance bills. If due to such adjustment, the IFMS falls short, then the VENDEE hereby undertakes to make good the resultant shortfall within 15(fifteen) days from the date of such adjustment of the principal amount of IFMS.
- (ii) On such shortfall, the Maintenance Agency shall have the right to withhold such facilities as may be provided by the Maintenance Agency to the Said Plot and the same shall be treated as unpaid sale price of the Said Plot. The Maintenance Agency reserves the right to increase the IFMS from time to time keeping in view, the increase in the cost of maintenance services and the defaults of the VENDEE in payment of Maintenance Charges. The VENDEE undertakes to pay such increases within 15 (fifteen) days of demand by the Maintenance Agency. The decision of the Maintenance Agency for increasing of IFMS shall be final and binding on the VENDEE. If the VENDEE fails to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date, then the VENDEE authorizes the Vendors to treat this Sale Deed as cancelled without any notice to the VENDEE and recover the shortfall from the sale proceeds of the Said Plot and refund to the VENDEE the balance of the money realized from such sale.
- (iii) The VENDEE acknowledges and confirms that the Maintenance Agency reserves the sole right to modify/revise all or any of the terms of the IFMS, Maintenance Agreement, including the amount/rate of IFMS, etc.

11. The VENDEE agrees to strictly comply with the code of conduct that may be determined by the Maintenance Agency for occupation and use of Said Plot and such other conditions as the Maintenance Agency may deem fit from time to time which may include but not limited to usage of the Said Plot, operation hours of various maintenance services, general compliances for occupants of the Said Plot, regulation as to entry/ exit of the visitors, invitees, guests, security, etc. The VENDEE understands that the code of conduct as may be specified by the Maintenance Agency is always subject to change by the Maintenance Agency.
12. The VENDEE confirm that the Maintenance Agency has the right of unrestricted usage of all open areas and facilities for providing necessary maintenance services. The VENDEE acknowledges that the Maintenance Agency shall have the right to enter into the Said Plot or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to inspect the Said Plot. Any refusal of the VENDEE to give such right to entry will be deemed to be a violation of the terms of this Sale Deed and the Vendor shall be entitled to take such actions as they may deem fit.
13. The VENDEE confirms and acknowledges that as and when any plant or machinery within the said Project, including, DG sets, pumps, any other plant/ equipment of capital nature, etc., require replacement, upgradation, additions etc., the cost thereof shall be contributed by the VENDEE on pro-rata basis (i.e. in proportion to the plot area of the Said Plot to the total area of all the plots in the said Project). The Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc., including its timings or cost thereof and the VENDEE confirms to abide by the same.
14. The VENDEE acknowledges and confirms that the infrastructure facilities provided / to be provided by the Government for the said Project is beyond the control of the Vendor and VENDEE understands that and agrees not to raise any claim or dispute against the Vendor in respect of the facilities provided / to be provided by the Government or any other statutory authorities.
15. The VENDEE acknowledges and confirms that the Vendors or its agents may at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and / or supplying power to the Project and any other project/Project which the Vendors may develop in future. In such an eventuality the VENDEE fully concurs and confirms that the VENDEE shall have no objection to such arrangement for generating and / or supply of power and the VENDEE gives complete consent to such an arrangement including it being an exclusive source of power supply to the said Project or to Said Plot directly and the VENDEE has noted the possibility of it being to the exclusion of power supply from UPSEB /

State Electricity Boards (SEBs) / any other source. This arrangement could be provided within the said Project / future project/colonies by the Vendors or its agents directly or through the respective association of plot owners in the said Project. Further, Vendors or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Vendors or its agents in its sole discretion from time to time. The said equipment / plant may be located anywhere in or around the said Project.

16. The Vendors/ Maintenance Agency shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Vendors/ Maintenance Agency or the concerned authority (ies) which may or may not be limited to the rate then charged by the UPSEB/State Electricity Boards, the VENDEE shall be liable to pay the amount based on the tariff to us or our agents directly or through the association of plot owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Vendors or its agents. Such power generating and / or supplying equipment may during its operation cause inconvenience to the VENDEE and the VENDEE shall have no objection to the same. The VENDEE shall be obliged to pay the consumption charges. The VENDEE shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever. This clause shall survive the conveyance of the Said Plot or any subsequent sale / resale or conveyancing thereof.
17. The VENDEE shall reimburse to the Vendors on demand, amount to be determined at the time of providing necessary connections to make arrangements for providing water connections from the mains laid along the road serving the Said Plot.
18. The Vendors either directly or through its agents, may, without being under any obligation and subject to such Government approvals as may be necessary, enter into an arrangement of supplying water to the said Project and any other Project which the Vendors may develop in future from any nearest river, canal, reservoir and/or any other source. In such an eventuality the VENDEE shall not raise any objection to such arrangement for procuring and or supply of water from any nearest river, canal, reservoir and/or any other source and the VENDEE shall also give unconditional consent to such an arrangement including it being a source of water supply to the said Project or to the Said Plot directly and the possibility of its being to the exclusion of water supply from any other Govt. Authority / any other source. It is further clarified that this arrangement could be provided within the future Project(s) by the Vendors or its agents directly or through the respective association of plot owners.
19. The Vendors/Maintenance Agency or its agents shall have the right to charge tariff & other charges for providing / supplying the water at the

rate as may be fixed from time to time by the Vendor/Maintenance Agency, which may or may not be limited to the rate then charged by the Govt. Authorities. The VENDEE shall have to pay the amount & other charges based on the tariff to the Vendor/Maintenance Agency or its agents directly for consuming the water so supplied but the VENDEE shall have no ownership right, title or interest in the equipment so installed by the Vendor or its agents. The VENDEE agrees and acknowledges that the equipment may during its operation cause inconvenience to the VENDEE and the VENDEE shall not raise any objection to the same. The VENDEE further agrees that the VENDEE shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of water supply equipment or payment of tariff & other charges at any time whatsoever during the period of the VENDEE's ownership and possession of the Said Plot. This clause shall survive the execution of this Sale Deed or any subsequent sale / resale or conveyancing thereof.

The VENDEE agrees that the VENDEE shall be liable to pay to Vendors or its agents, as the case may be, such amounts and other charges for the actual consumption of water so supplied to the Said Plot based on such tariff as may be fixed by the Vendors or its agents in their sole discretion.

20. The VENDEE confirms that the infrastructure for distribution of electricity supply (up to feeder pillar) in conformity with UP Electricity Supply Code, shall be provided by the Vendor. The sub-station equipment's, including feeder pillar have been installed / planned to be installed at suitable/convenient locations in the Said Project and the point of commencement for distribution to the VENDEE shall be the feeder pillars. The VENDEE confirms and undertakes to pay on demand to the Vendor proportionate share as determined by the Vendors of all deposits and charges paid/payable by the Vendors to Uttar Pradesh State Electricity Board or any other body, failing which the same shall be treated as unpaid portion of the sale price payable by the VENDEE for the Said Plot and the sale of the Said Plot shall be withheld by the Vendors till full payment is received by the Vendor from the VENDEE. Further, in case of bulk supply the VENDEE agrees to abide by all the terms and conditions of sanction of bulk supply including but not limited to waiver of the VENDEE's right to apply for individual/direct electrical supply connection.
21. The VENDEE confirms and acknowledges having simultaneously received actual, physical, vacant possession of the Said Plot from the Vendors after satisfying himself about the plot area, dimension, boundaries, etc. and shall have no claim of any nature whatsoever against the Vendors regarding the same.
22. The VENDEE undertakes and agrees not to use the Said Plot for any purpose other than residential or in a manner that may cause nuisance or annoyance to other plot owners in the said Project or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Said Plot which tends to cause

damage to any plot adjacent to the Said Plot or anywhere in the Said Project or in any manner interfere with the use thereof or of spaces or amenities available for common use. The VENDEE shall indemnify the Vendors against any penal action, damages or loss due to misuse by the VENDEE. The VENDEE acknowledges that any other use of the Said Plot other than for residential purpose shall entitle the Vendors to take steps to get this Sale Deed cancelled and to resume the possession of the Said Plot, if so, directed by the Authorities.

23. The VENDEE confirms that the Vendors/Maintenance Agency shall have the first charge on the Said Plot in respect of any amount payable and outstanding by the VENDEE towards any City & Rural development charges or other similar charges, taxes, demands, assessments etc. as mentioned hereinabove. The VENDEE confirms that any amount payable shall be treated as unpaid sale price of the Said Plot and for that unpaid sale price; the Vendors and the Maintenance Agency shall have first charge on the Said Plot.
24. The VENDEE acknowledges that the VENDEE shall have no right to raise any objection to the Vendors making any alterations, additions, improvements or repairs whether structural or non-structural, ordinary or extra ordinary in relation to any unsold plots within the said Project and the VENDEE agrees not to raise any objections or make any claims on this account.
25. The VENDEE confirms that wherever the VENDEE has to make payment in common with the other plot owners in the Said Project, the same shall be in proportion with the plot area of the Said Plot to the total plot area of all the plots in the said Project. Wherever the VENDEE has to make any payment in common with the other plot owners the same shall be in proportion which the plot area of the Said Plot bears to the total area of the said Project.
26. That all stamp duty, registration charges and other incidental and legal expenses pertaining to this Sale deed have been borne and paid by the VENDEE. Any deficiency in the stamp duty, as may be determined by the Sub-Registrar/ concerned authority, along with consequent penalties/deficiencies as may be levied in respect of the Said Plot conveyed by this Sale Deed shall be borne by the VENDEE exclusively and the Vendors accept no responsibility in this regard.
27. The VENDEE confirms and acknowledges that all the terms and conditions of the Provisional Allotment Letter shall form part of this Sale Deed, save and except those of the terms and conditions of the Allotment Letter which are at variance with the terms and conditions contained in this Sale Deed in which case terms and conditions contained herein shall prevail.
28. The VENDEE acknowledges that if any clause of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to the applicable laws; and the

remaining provisions of this Sale Deed shall remain valid and enforceable in laws.

29. The VENDEE confirms that all the obligations arising under this Sale Deed in respect of the Said Plot/said Project shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Said Plot as the said obligations go with the Said Plot for all intents and purposes and the VENDEE assures the Vendors that the VENDEE shall take sufficient steps to ensure the performance in this regard.
30. The VENDEE confirms and acknowledges that the VENDEE shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the competent authority; and that the VENDEE shall indemnify the Vendors for any liability and/or penalty in that behalf.
31. That the property is situated at integrated town ship developed by Omega Infrabuild Pvt. Ltd. at village Purseni, Pargana & Tahseel Mohanlalganj, and is more than 100 meters away from Rai Barelli Road and nothing is constructed upon the plot. For the purpose of the stamp duty, circle rate of the land is on the basis of ..... mtr. wide road which is fixed Rs. ..../- per sq. mtrs. (according praroop \_\_, page no. \_\_, Serial no\_\_ and colum no. \_\_) so the value of said Plot measuring \_\_\_\_\_ **sq mtr.** comes to Rs. ..../- . The Sale consideration is Rs. \_\_\_\_/- which is ..... than the valuation so the total stamp duty of Rs. \_\_\_\_\_/-.

Since the purchaser is lady and she is entitled to get the benefit in the stamp duty as per The Government Notification No. S.V.K.N.5-2756/11-2008-500(165)2007 dated 30.06.2008. The said document is being executed and registered in favour of a Lady hence 6% stamp duty is payable up to Rs.10,00000/- & on the balance amount of the valuation 7% stamp duty is being paid. Since the sale consideration of the said property is lower than the valuation of the property as such the stamp duty is being paid on the Valuation.

The stamp duty calculation is as under.

Sale consideration Amount Rs. ..../-

6% stamp duty up to 1000000 is Rs. 60000/-

7% stamp duty on balance Amount of the Rs. ..../- comes to Rs. ..../- as such the total stamp duty on the said property comes to Rs. ..../- + Rs. ..../- =Rs. ..../- The stamp duty of Rs. \_\_\_\_\_/- has been paid on said property through e-stamp bearing Certificate No. .

**DETAIL OF PROPERTY**

Freehold Plot No. \_\_\_\_\_, Sector- \_\_\_\_\_, dimension (\_\_\_**mtr. x**  
\_\_\_**-mtr.**) measuring area \_\_\_\_\_ Sq. Mt situated at ‘Suraksha Enclave’ an  
Integrated Township Developed by Omega Infrabuild Pvt. Ltd. in village  
Purseni, Pargana & Tahseel- Mohanlalganj, Lucknow (U.P.), as per map /  
site plan annexed herewith. Which is bounded as under: -

NORTH        -  
  
SOUTH        -  
  
EAST          -  
  
WEST         -

**IN WITNESS WHEREOF** the Vendors acting through its authorized representative \_\_\_\_\_ authorized to execute conveyance deeds, etc., and to present for registration the Sale deed vide Resolution dated \_\_\_\_\_ of the Land Owners and the VENDEE have set their hands on these presents at Lucknow on the day, month and year first above written, in the presence of the following witnesses:

SIGNED, SEALED AND DELIVERED **BY THE WITHIN NAMED VENDORS**

Vendors; acting through \_\_\_\_\_ **VENDORS** (PAN –)  
Authorized Signatory

\_\_\_\_\_

SIGNED, SEALED AND DELIVERED **BY THE WITHIN NAMED VENDEE**

**Mr./ Mrs. (PAN No. \*\*\*\*\*)**

In the presence of:  
WITNESSES:

- 1. Signature  
Name  
Address
  
- 2. Signature  
Name  
Address

Typed By: -  
  
(.....)  
Civil Court, Lucknow

Drafted By: -  
  
(.....)  
Advocate  
Civil Court, Lucknow



**CCHEDULE 2**

**SCHEDULE OF PROPERTY**

All that piece and parcel of Freehold Plot No. \_\_\_\_\_, Sector-\_\_\_\_, dimension (\_**mtr.** **x** \_**mtr.**) measuring area \_\_\_\_\_ Sq. Mt situated at ‘Suraksha Enclave’ an Integrated Township Developed by Omega Infrabuild Pvt. Ltd. in village Purseni, Pargana & Tahseel- Mohanlalganj, Lucknow (U.P.), as per map/ site plan annexed herewith. Which is bounded as under: -

NORTH	-
SOUTH	-
EAST	-
WEST	-

