

# **BUILDER BUYER AGREEMENT**

**This Builder Buyer Agreement is made at  
Uttar Pradesh on the 27th day of January, 2024**

**By and Between**

**‘The Elysium’ Unit Number \_\_\_\_\_**

## **INSTRUCTIONS TO THE ALLOTTEE(S)**

Anyone desiring to purchase a residential/commercial space will be required to execute [2] copies of the Agreement for Sale ("Agreement") for each residential/commercial space desired to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the residential/commercial space and should be read carefully by each, intending Allottee. Signed Agreement will be accepted from an intending Allottee within [30] days following the receipt of the signed copies of the Agreement. The Promoter expects that during the time given, the intending Allottee shall have read each and all clauses of the Agreement carefully, analyzed the legal implications thereof and understood his/ her/their obligations and liabilities and the Promoter's obligations and limitations as set forth in the Agreement.

The intending Allottee shall, execute and deliver to the Promoter, within [30] days from the date of dispatch by hand/registered post of the Agreement by the Promoter, both the copies of the Agreement together with amounts due and payable as set forth in the schedule of payments. It is hereby agreed that the Agreement is the final document containing the terms and conditions of allotment and sale of the said residential/commercial space to the intending Allottee and no alteration/ modification/ amendment to the terms of the Agreement shall be allowed.

If the intending Allottee fails to execute and deliver to the Promoter, duly executed Agreement in its original form within [30] days from the date of dispatch, then the application of the intending Allottee may be treated as canceled by the Promoter, at its own discretion, and in this case, the booking amount paid by the intending Allottee for the said residential/commercial space shall stand forfeited by the Promoter and the intending Allottee shall be left with no right, title or interest in any form or manner in the residential/commercial space offered to the intending Allottee.

The Agreement will not be binding on the Promoter until duly executed by the Promoter.

The Promoter reserves the right to request through identification, financial and other information as it may so desire concerning any intending Allottee. The Promoter reserves the right to reject and refuse to execute any Agreement as per its own discretion and in such a scenario, the allotment/application shall be treated as canceled and the booking amount paid by the intending Allottee shall be refunded to the intending Allottee, without any interest and/or penalty. The intending Allottee(s) shall be left with no right, title or interest in any form or manner in the residential/commercial space offered to the intending Allottee.

I/We confirm that I/We have read and understood the instructions and all clauses of the Agreement with all legal implications. I/We are executing this Agreement being fully conscious of my/our rights and obligations and limitations of the Developer and undertake to faithfully abide by and agree to all the terms and conditions of the Agreement.

Signature of intending Allottee(s)

**Promoter**

**Allottee(s)**

**INSTRUCTIONS RELATING TO EXECUTION OF THE AGREEMENT FOR SALE:**

1. Please read the Agreement for Sale and all the terms and conditions carefully before signing the same.
2. Please sign along with joint Buyer(s), if any, on all places marked in the Agreement for Sale including all Annexures.
3. Please paste color photographs of all the buyers at the space provided, and sign across the photographs.
4. Both signed copies of the Agreement with all the annexures in its original form shall be returned to the Company by registered post / hand delivery only within the stipulated time.

**Promoter**

**Allottee(s)**

## AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this \_\_\_\_ day of \_\_\_\_\_ 2024 at Gautam Buddh Nagar, Uttar Pradesh.

### BY AND BETWEEN

**M/s Omnis Developers Pvt. Ltd.**, (CIN No. U45400UP2011PTC046858), a company incorporated under the provisions of the Companies Act, 1956, having its site office at **Plot No. GH-01, Sector- 22A, Yamuna Expressway, Gautam Budh Nagar, U.P. - 203201** and corporate office at **A-071, Amrapali Leisure Valley, Greater NOIDA (W), Gautam Budh Nagar, U.P. – 201306** (PAN: AABCO5504H) represented by its **authorized signatory** Mr. Anand Kumar Shukla or Mr. Nitin Mital or Mr. Kuldeep Singh (anyone) hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

### AND

**Mr./Mrs./Ms.** \_\_\_\_ aged about \_\_\_\_ years, residing at \_\_\_\_ bearing PAN \_\_\_\_ and Aadhar# \_\_\_\_

Whenever the Allottee is a female, the expression "he", "him", "himself" etc., in this Agreement in relation to the said Unit shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably, whenever the Allottee is a Joint Stock Company, Body Corporate or a Firm or any Association of Persons and whenever there are more than one Allottee, the expression Allottee in the Agreement shall be construed as including each of such Allottees and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

The Developer and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

### DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires: -

(a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016.

(b) **"Authority"** means Uttar Pradesh Real Estate Regulatory Authority

(c) **"Government"** means the Government of Uttar Pradesh.

(d) **"Unit"** shall mean whether called block, chamber, office, showroom, shop, godown, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any commercial use such as office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.

**Promoter**

**Allottee(s)**

(e) “**Rules**” means U.P. Real Estate (Regulation & Development) Rules, 2016, as amended from time to time.

(f) “**Regulations**” means the Regulation made under the Real Estate (Regulation and Development Act, 2016; and

(g) “**Section**” means a section of the Act.

**Allottee(s):** - Those who have executed the allotment letter (BBA) thereafter a particular Unit has been reserved for that particular Allottee(s) and those who have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case more than one allottee the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the unit.

**Apartment Act:** - The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016.

### **Area**

**Common Area and Facilities:-** Meaning all facilities to be used by all the units, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric substation, control panel room, installation area of transformer and DG set, guard rooms, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc. (as per RERA 2016)

**Independent Area:** -Meaning the Areas which have been declared but not included as common areas for joint use of units and may be sold by the company/promoter without the interference of other unit owners. (As per Apartment Act 2010 & 2016)

**Limited Common Area and Facilities:** - Meaning those areas and facilities which are designated in writing by the promoter before the allotment, sublease or other transfer of any unit as reserved for use of certain units to the exclusion of the other units. (As per Apartment Act 2010 & 2016)

**Fit Out Period:** - After completing the construction, the final touch to a particular unit will be given during a prescribed schedule that duration is called the Fit-Out Period.

**Maintenance Charges:** - Meaning the charges to be paid by the Allottee (s) for the maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Project to the Maintenance Agency at prescribed rates on the total area of the said unit, applicable on monthly basis and payable in advance.

**A.O.A.:** - Meaning Apartment Owner Association which shall be duly formed as per the Uttar Pradesh Apartment Act, 2010.

**Promoter**

**Allottee(s)**

## WHEREAS:

- A. **The details of ownership title of land/plot:-** Whereas lease hold land of the aforesaid project has been allotted to the Company i.e. M/S Omnis Developers Pvt Ltd. (Promoter) measuring 82,346 sqm. by the Yamuna Expressway Industrial Development Authority (YEIDA), a body corporate under the UP Industrial Development Area Act 1976 on leasehold basis under the scheme code BRS-01/2022 for development of Group Housing at GH-01, Sector- 22A, Yamuna Expressway, Gautam Budh Nagar, U.P. vide its Allotment No. 27/YEA-RT-02/2011 , dated 17/02/2011 . Whereas agreement to lease for 82,346 sqm entered on July 17 2012 by **Yamuna Expressway Industrial Development Authority with the Company and registered vide Document No. 19160, in Book 1 Zild No. 11703 Pages No. 29 to 78 on 05/10/2012** in the office of Sub Registrar, Gautam Budh Nagar (U.P.).
- B. The Said Land is earmarked for the purpose of building a Group Housing Project in accordance with the layout and plans approved by the Competent Authority comprising Towers, multistoried buildings and as per sanctioned layout and the said project shall be known as **"The Elysium"**.

It has been understood by the allottee(s) that YEIDA shall execute a lease deed of balance land of approximately 22,000 sqm and only after execution of lease deed of the balance land, the next phase of the project shall be developed by the Promoter, after receiving mandatory approvals from the Authority.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The Yamuna Expressway Industrial Development Authority has granted the commencement permission to develop the Project vide approval dated 09/01/2024 **bearing no. YEA/ELNG150**.
- E. The Promoter has obtained the final layout plan approvals for the Project from Yamuna Expressway Industrial Development Authority.
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Lucknow** on \_\_ under registration no. \_\_\_\_\_.
- G. The Allottee had applied for an unit in the Project vide application dated \_\_\_\_\_ and has been allotted unit no. \_\_\_\_\_ having carpet area of \_\_\_\_sqm, Balcony Area \_\_\_\_\_ sqm. and total area \_\_\_\_\_ sqm of type \_\_BHK, in Tower \_\_\_\_\_ ("Building") along with \_\_\_\_\_ Covered Car Parking in the 'The Elysium', as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Unit" more particularly described in Schedule Attach and the floor plan of the unit is annexed hereto and marked as Schedule Attach)  
\*The Promoter will not sell open car parking to anyone.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. a) That the project is the independent project and the layout plan of the project has been sanctioned by the Yamuna Expressway Industrial Development Authority wherein land of various Projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Unit owner shall be confined up to the particular project wherein the Unit is situated.

Promoter

Allottee(s)

b) That the unit shall be sold as an independent unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment Act, 2010.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the unit and the covered parking (if applicable) as specified in para G.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

#### **1) TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Unit as specified in para-G.

1.2 The Total Cost of Unit (duly specified in para G mentioned above) is **Rs. \_\_\_\_\_/-** (**Rupees \_\_\_\_\_ Only**). excluding GST/tax as per Government Rules and Regulation.

#### **EXPLANATION**

A) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the unit.

B) GST is applicable for the real estate project therefore taxes as applicable are payable by the allottee(s) over and above the consideration amount, the schedule of payment is set out in Schedule Attach and applicable taxes are payable as per payment plan.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification.

C) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (1.1) above and the Allottee shall make payment within stipulated from the date of such written intimation.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee, the Allottee(s) shall make the payment as per the payment plan set out in **Schedule Attach**.

**Promoter**

**Allottee(s)**

1.4 The promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payment @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Unit, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as per the provisions of the Act.

It has been understood by the allottee(s) that YEIDA shall execute a lease deed of balance land of approximately 22,000 sqm and only after execution of lease deed of the balance land, the next phase of the project shall be developed by the Promoter, after receiving mandatory approvals from the Authority.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter.

1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Unit] as mentioned below:

- a) The Allottee shall have exclusive ownership of the Unit;
- b) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas  
Along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- c) That the computation of the cost of the [unit] includes recovery of price of land, construction of [not only the unit but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- d) The Allottee has the right to visit the project site to assess the extent of development of the Project and his unit/plot, as the case may be.

1.8 It is made clear by the Promoter and the Allottee agrees that the [Unit] along with Covered Parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-obtained Project covering the said Land.

1.9 The Promoter agrees to pay all outgoings before transferring the physical Possession of Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the

**Promoter**

**Allottee(s)**



Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of **Rs. \_\_\_\_\_/-(Inclusive of Taxes \_\_\_\_\_Rupees \_\_\_\_\_ Only)** booking amount being part payment towards the Total Cost of the Unit at the time of application the receipts of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Price of the (Unit) as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

In case of default, as per provisions of RERA either of the parties shall be liable to pay the same rate of interest either on due amount or received amount to each other.

## **2) MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favor of “**M/S Omnis Developers Private Limited**” payable at Gautam Buddh Nagar at par cheque.

## **3) COMPLIANCE OF LAWS RELATING TO REMITTANCES**

3.1) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2) The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said unit applied for herein in any way and the promoter shall be issuing the payment receipts in favor of the Allottee only.

**Promoter**

**Allottee(s)**

#### **4) ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **5) TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Unit] to the Allottee and the common areas to the association of the allottees after receiving the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule Attach**.

#### **6) CONSTRUCTION OF THE PROJECT/UNIT**

6.1) The Allottee has seen the specifications of the [Unit] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications Annexed herewith as Schedule Attach. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Yamuna Expressway Industrial Development Authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2) Although all the major construction of the units will be completed, the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc. will be done during the "Fit Out Period". It has been experienced that if the final touch to a unit has been given and the possession delays as the allottee(s) do not proceed with, the said finished unit deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied. The final touch which will take 20 to 30 days for an individual /unit and the owner(s)/ allottee(s) may get these final installations done in his/her/their own presence, if desired so.

#### **7) POSSESSION OF THE UNIT**

7.1) **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Unit on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date.

**Promoter****Allottee(s)**

**7.2) Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 60 days (two months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 07 days of receiving the completion certificate of the Project.

**7.3) Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Unit] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable, the allottee(s) shall also be liable for the payments of levy/penalty/charges imposed by the Yamuna Expressway Industrial Development Authority.

**7.4) Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the [Unit] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5) Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

a) Installments due towards payment of the Unit will be made to the Company on or before the due date as mentioned in the payment plan herein above along with GST as applicable. The Allottee(s) has/have agreed that the Company is under no obligation to send demands/reminders for the payments. If payment is not received within the aforesaid stipulated period as per their opted payment plan, or in the event of breach of any of the terms and conditions of this allotment by the allottee(s), the allotment will be canceled and amount will be deducted as per RERA guidelines.

b) That in case the allottee requests the company for cancellation of the allotment, the same may be agreed to by the company subject to forfeiture as per RERA guidelines. The company shall return 50% of the balance amount of payment paid by the allottee within 45 days of such cancellation / withdrawal and the remaining 50% of the balance amount on re-allotment of the unit / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The company shall inform the previous allottee the date of re-allotment of the said unit and also display this information on the official website of UPRERA on the date of re-allotment.

**Promoter****Allottee(s)**

**7.6) Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Unit], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Unit].

**7.7) Discharge of obligations and liabilities towards the Promoters** - In all the cases of cancelation/surrender etc. after refund of the money paid by the Allottee(s), Allottee(s) agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

## **8) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

8.1) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

8.2) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

8.3) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit

8.4) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Unit] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Unit] and common areas.

8.5) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

8.6) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Unit] which will, in any manner, affect the rights of Allottee under this Agreement.

8.7) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Unit] to the Allottee in the manner contemplated in this Agreement.

8.8) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the [Unit] to the Allottee and the common areas to the Association of the Allottees as per law.

**Promoter**

**Allottee(s)**

8.9) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities up to the date of possession only.

8.10) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9) EVENTS OF DEFAULTS AND CONSEQUENCES**

9.1) Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events: -

- a) Promoter fails to provide ready to move in possession of the [Unit] to Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the unit shall be in a habitable condition which is complete in all respects.
- b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2) In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- a) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- b) That where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Unit].

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

- a) In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest interest as per provisions of RERA to the promoter on the unpaid amount.
- b) In case of Default by Allottee under the condition listed above continues for a period beyond 4 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Unit] in favor of the Allottee and refund the amount money paid to him by the allottee by deducting the 10% amount of the total cost and the taxes interest liabilities and this Agreement shall thereupon stand terminated.

**Promoter**

**Allottee(s)**

#### **10) CONVEYANCE OF THE SAID UNIT**

The Promoter, on receipt of complete amount of the cost of the [Unit] under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the [Unit] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the completion certificate. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

#### **11) MAINTENANCE OF THE SAID PROJECT/UNIT**

11.1) The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee(s) subject to payment of maintenance charges.

11.2) For the up keeping and maintenance of the project, maintenance charges are applicable and payable by the allottee(s), various other agreements like maintenance agreement, parking allotment, agreement for supply of electricity energy, power backup also being executed at the time of possession.

The monthly maintenance charges in advance is applicable and payable that will be charged through the Cheque/Online/DD & any other payment mode (Pay TM, G-Pay, Etc.) and the amount will be utilized for electricity expenses, cleaning, maintenance of life, parks, roads security and other amenities falling under the common use and for the common areas of the project.

"Presently the monthly maintenance charges have been decided for the unit @ Rs. \_\_\_\_\_/- per sq.ft. based on the area of the unit. However, the rate will be decided by the Promoter considering the rates of consumable and wages etc. at the time of possession which shall be final and binding.

**Note: NOC from the Promoter/Maintenance Agency is required for clearance of maintenance dues prior to the subsequent transfer of units by the unit owner otherwise the subsequent buyer will not be allowed.**

#### **12) DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years from the date of obtaining completion certificate/occupancy certificate by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, reasonable time, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc.

**Promoter**

**Allottee(s)**

The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the Company shall cooperate with the purchaser in sorting out the issue. In case the unit owner has made internal changes for the interior of the unit and the layout of the unit has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability.

**13) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the [Unit] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**14) RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Unit] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15) GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Unit] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Unit], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Unit] and keep the [Unit], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Unit] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Unit]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**Promoter**

**Allottee(s)**

#### **16) COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Unit] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee 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 competent Authority in respect of the [Unit]/ at his/ her own cost.

#### **17) ADDITIONAL CONSTRUCTIONS**

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

It has been understood by the allottee(s) that YEIDA shall execute a lease deed of balance land of approximately 22,000 sqm and only after execution of lease deed of the balance land, the next phase of the project shall be developed by the Promoter, after receiving mandatory approvals from the Authority.

#### **18) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Unit] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Unit].

#### **19) APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016 And Real Estate Regulatory Act 2016. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh/Development Authority.

#### **20) BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as canceled and all sums deposited by the Allottee in connection therewith including the booking amount shall be forfeited.

**Promoter**

**Allottee(s)**



**21) ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said unit, as the case may be.

**22) RIGHT TO AMEND**

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

**23) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES**

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

**24) WAIVER NOT A LIMITATION TO ENFORCE**

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

24.2) Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25) SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this agreement it is stipulated that the allottee has to make any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the carpet area of the (Unit / Plot) bears to the total carpet area of all the (Unit / Plot) in the Project.

**27) FURTHER ASSURANCES**

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

**Promoter**

**Allottee(s)**

27.1) That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Development Authority concerned up to the boundary of the said project. The Company will carry out all the above-mentioned amenities within the boundary of the project i.e., internal development of the project. The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Promoter.

27.2) That the allottee & co-allottee (if any) will have equal share in the unit and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concerned. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking / allotment for two months only after the Company can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as procedure described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary.

**Note: It shall be always clear that if availed loan for the unit the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.**

27.3) That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of Company. The date of applying for the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is also clear that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments.

After the expiry of 90 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/provide by the Authority, it shall be deemed as issued provided in law/by laws; therefore, the issuance of completion certificate shall not be a reason for denial of taking the possession.

27.4) That the Power back-up facility availed as opted in the application form \_\_\_ KVA, no request for power backup facility shall be entertained later on if not availed. The per unit charges of the power back-up (i.e., running of DG set) shall be subject to the prevailing rates of fuel at the time of possession.

**Note: Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will be final as opted in the booking application.**

## 28) NOTICES

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

Mr. \_\_\_\_\_ S/o \_\_\_\_\_  
Address \_\_\_\_\_  
Mobile# \_\_\_\_\_

Mr. \_\_\_\_\_ S/o \_\_\_\_\_  
Address \_\_\_\_\_  
Mobile# \_\_\_\_\_

**Promoter**

**Allottee(s)**

**Promoter: M/s Omnis Developers Pvt. Ltd.**

Plot No. GH-01, Sector-22A, Yamuna Expressway, Gautam Buddh Nagar, U.P. Pin Code - 203201

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**29) JOINT ALLOTTEES**

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

**30) GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force. *This agreement shall deemed to be amended in accordance with the amendments/changes in the applicable law rules & regulations*

**31) DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled in the reconciliation proceeding to be taken place before the Chairman of the Vendor company or the person nominated by him and it will be incumbent upon the vendee to refer the misunderstanding before him, who will decide the matter in the reconciliation process without exhausting said channel, the Vendee has no right to file any complaint before the Regulatory authority or any other competent authority appointed the RERA Act, 2016 before project completion time of the project, if filed same will be treated as premature and will not be maintainable before the authority.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Gautam Buddh Nagar in the presence of attesting witness, signing as such on the day first above written.

**Promoter**

**Allottee(s)**

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee: (including Co-applicants)**

Signature

Name .....

Address .....

**Co- Allottee:**

Signature

Name .....

Address .....

At on in the presence of:

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

Anand Kumar Shukla or Nitin Mital or Kuldeep Singh

(Authorized Signatory)

WITNESSES:

(i) Signature

Name .....

Address .....

(ii) Signature

Name .....

Address .....

**Promoter**

**Allottee(s)**

## **SCHEDULE A - DESCRIPTION OF THE UNIT**

- 1) Basic Sale Price of the Unit - Rs. ....
- 2) PLC - Rs. ....
- 3) Car Parking - Rs. ....
- 4) Power Backup ( \_\_\_\_ KVA) - Rs. ....
- 5) IFMS - Rs. ....
- 6) Lease Rent - Rs. ....
- 7) Other Charges (Without Taxes and Registry Charges) - Rs. ....

**Promoter**

**Allottee(s)**

**SCHEDULE B - FLOOR PLAN OF THE UNIT**

**Promoter**

**Allottee(s)**

### **SCHEDULE C - PAYMENT PLAN BY THE ALLOTTEE**

- 1) At the Time of Booking - \_\_\_\_\_ %
- 2) Within 30 days of Booking - \_\_\_\_\_ %
- 3) At the completion of Structure - \_\_\_\_\_ %
- 4) On offer of Possession - \_\_\_\_\_ %

**Promoter**

**Allottee(s)**



## **SCHEDULE D - PROJECT LAYOUT PLAN**

**Promoter**

**Allottee(s)**