

**Photograph of Plot no. GGP-E-E03/16 Integrated Township developed by Emaar India  
Limited  
(Formerly Emaar MGF Land Limited)., Lucknow, Uttar Pradesh**

**Brief Details of Sale Deed**

1.	Type of property	-	Residential
2.	Pargana	-	Lucknow
3.	Mohalla	-	Emaar ‘GOMTI GREENS’ Lucknow (U.P.)
4.	Property details	-	<b>Plot No. _____ Sector-_____,</b> Situating at “Hridayam at Emaar Gomti Greens” in Integrated Township namely ‘GOMTI GREENS’ Lucknow (U.P.)
5.	Measurement unit (sq. mt.)	-	<b>Square Meter</b>
6.	Area of property	-	_____ <b>sq. mtrs.</b>
7.	Situation of Road (as per appendix)	-	
8.	Other description (12 mt./18mt./45mt. Road/corner/green)	-	
9.	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	-	₹
15.	Market value	-	₹
16.	Stamp Duty Paid	-	₹
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>	-	
19.	<b><u>No. of VENDEE</u></b>	-	

**Description of VENDORS**

**Emaar India Limited (Formerly Emaar MGF Land Limited)**, (CIN No.: U45201DL2005PLC133161, PAN.: AABCE4308B) a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi-110017 acting through its Authorized Signatory \_\_\_\_\_ duly authorized vide Board Resolution dated \_\_\_\_\_ which term or expression shall unless repugnant to the context and meaning thereof mean and include its successors and assigns (hereinafter referred to as “**Promoter**”).

**Land Owning Companies and other individual Landowners**, details of which has been more specifically mentioned in **Schedule 1** to this Sale Deed/Conveyance Deed acting through their Authorized Representative \_\_\_\_\_, which term or expression shall, where the context so admits, include their respective legal heirs, legal representatives, successors-in-interest, executors, administrators, nominees and permitted assigns, etc. (hereinafter referred to as “**Landowners**”)

The Promoter and the Landowners are collectively referred to as **VENDORS**

**Description of VENDEE**

*[If there are more than one Vendee(s) as Individual]*

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) (PAN \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_, aged about \_\_\_\_\_, permanent resident of \_\_\_\_\_ and presently residing at \_\_\_\_\_,

*[Please insert details of other vendee(s), in case of more than one Vendee]*

[OR]

*[If there are more than one Vendee(s) as Individual]*

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) (PAN \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_, aged about \_\_\_\_\_, permanent resident of \_\_\_\_\_ and presently residing at \_\_\_\_\_,

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) (PAN \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_, aged about \_\_\_\_\_, permanent resident of \_\_\_\_\_ and presently residing at \_\_\_\_\_,

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) (PAN \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_, aged about \_\_\_\_\_, permanent resident of \_\_\_\_\_ and presently residing at \_\_\_\_\_,

[OR]

*[If the Vendee is a company]*

\_\_\_\_\_, (CIN No. \_\_\_\_\_) (PAN \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_,

[OR]

**[If the Vendee is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. \_\_\_\_\_ with the Registrar of Firms & Societies \_\_\_\_\_), having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized *vide* \_\_\_\_\_,

[OR]

**[If the Vendee is a HUF]**

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) (PAN \_\_\_\_\_) son of \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_),

[OR]

**[If the Vendee is a Society]**

\_\_\_\_\_, (Society Registration No. \_\_\_\_\_)  
\_\_\_\_\_, (Society Registration No. \_\_\_\_\_)  
\_\_\_\_\_ a Society registered under the Societies Registration Act, 1860, having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized *vide* resolution dated \_\_\_\_\_,

[OR]

**[If the Vendee is a Trust]**

\_\_\_\_\_, (Trust Registration No. \_\_\_\_\_) a Trust registered under the \_\_\_\_\_, having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized *vide* resolution dated \_\_\_\_\_,

**THIS DEED OF CONVEYANCE/DEED OF SALE (“Sale Deed”)** together with all the schedules and annexures is made and executed at Lucknow, Uttar Pradesh, India on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**BY**

**Emaar India Limited (Formerly Emaar MGF Land Limited)** CIN No.: U45201DL2005PLC133161, PAN.: AABCE4308B) a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi-110017 acting through its Authorized Signatory \_\_\_\_\_ duly authorized vide Board Resolution dated \_\_\_\_\_ hereinafter referred to as “**Promoter**”/ “**Vendor No. 1**” (which term or expression shall unless repugnant to the context and meaning thereof mean and include its successors and assigns);

**AND**

**Land Owning Companies and other individual Landowners**, details of which has been more specifically mentioned in **Schedule 1** to this Deed acting through their constituted attorney/Authorized \_\_\_\_\_ Representative \_\_\_\_\_ (Aadhar/UID No. \_\_\_\_\_), hereinafter referred to as “**Landowners**”/ “**Vendor No. 2**” (which term or expression shall unless repugnant to the context and meaning thereof mean and include their heirs, legal representatives, executors, administrators, successors and assigns);

The term and expression the ‘**Promoter**’/the ‘**Vendor No. 1**’ and the ‘**Landowners**’/ ‘**Vendor No.2**’ shall hereinafter be jointly referred to as the “**Vendor**”, of the **ONE PART**;

**IN FAVOUR OF**

***[If there are more than one Vendee(s) as Individual]***

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),

*[Please insert details of other vendee(s), in case of more than one Vendee]*

**[OR]**

***[If the Vendee is a company]***

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_,

(PAN \_\_\_\_\_), represented by its authorized signatory,  
\_\_\_\_\_, son / daughter / wife of \_\_\_\_\_  
son of \_\_\_\_\_  
(Aadhar No. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_,

[OR]

**[If the Vendee is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. \_\_\_\_\_ with the Registrar of Firms & Societies \_\_\_\_\_), having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized *vide* \_\_\_\_\_,

[OR]

**[If the Vendee is an Individual]**

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),

[OR]

**[If the Vendee is a HUF]**

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_),

[OR]

**[If the Vendee is a Society]**

\_\_\_\_\_, (Society Registration No. \_\_\_\_\_) a Society registered under the Societies Registration Act, 1860, having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized *vide* resolution dated \_\_\_\_\_,

[OR]

**[If the Vendee is a Trust]**

\_\_\_\_\_, (Trust Registration No. \_\_\_\_\_) a Trust registered under the \_\_\_\_\_, having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized *vide* resolution dated \_\_\_\_\_,

hereinafter severally/jointly/collectively, as the case may be, referred to as the “**Vendee**”, (which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm - the Vendee’s legal heirs, legal representatives, executors, administrators and successors; (ii) partnership firm/ LLP/ HUF - all the partners of the Firm/LLP/Karta and each member/Partner of HUF/ Firm/ LLP along with their respective legal heirs, legal representatives, administrators, executors and successors and the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and/or his / her / their assignee; (iii) company/ society/ trust - its trustees, members, successors-in-interest and assigns; as the case may be) of the **SECOND PART**.

It is clarified that the use of any gender, in this Sale Deed or use of singular or plural expression shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of the Sale Deed and the same shall be read and construed accordingly as the context demands.

Capitalized terms used herein in this Sale Deed but not defined shall have the same meaning as ascribed to them in the Agreement for Sale (defined hereinafter) executed between the Parties.

### **WHEREAS**

- A. The Promoter is a company duly incorporated under the provisions of the Companies Act, 1956 and existing under the provisions of the Companies Act, 2013 is engaged in the business of development and construction of real estate projects.
- B. The Landowners from time to time had purchased / acquired rights, title and interest in various parcels of land situated in the revenue Village Sarsawa, Ardaunamau and Ahmamau Pargana – Lucknow, Tehsil – Sarojani Nagar, District Lucknow, Uttar Pradesh, from various persons in total admeasuring 226.37 Acres (91.609 Hectares).
- C. By virtue of Consortium Agreement dated 21.06.2006 and 10.01.2007 (“**Consortium Agreement**”) executed by and amongst Promoter and the Landowners, the Promoter was appointed as private developer and was further granted development related rights and privileges of a developer in respect of respective land parcels as comprised in the land parcels as mentioned above and other land parcels upon the terms and conditions contained in such Consortium Agreement.
- D. The Promoter conceived, planned and is in the process of developing in a planned and phased manner over a period of time an integrated township comprising of residential plots, group housing, commercial plots, semi-public facility, etc. in a scheme known as ‘**Gomti Greens**’, approved under the applicable Integrated Township Policy of Government of Uttar Pradesh (hereinafter referred to as the “**Scheme**” / “**Integrated Township**”) on the Larger Land / Total Land (*as defined hereinafter*) and other parcels of land to be acquired by it / rights of development wherein are acquired by it from time to time and to the extent permissible.
- E. The development of the Integrated Township comprising of Residential Plots, Group Housing, Commercial, Semi Public facility etc. is being undertaken in a planned and phased manner over a period of time in a Scheme known as ‘**Gomti Greens**’ on pieces and parcels of land in total admeasuring 226.37 Acres (91.609 Hectares) situated in the revenue estates of the Villages Sarsawa, Ardauna Mau and Ahma

Mau, Pargana - Lucknow, Tehsil-Sarojani Nagar, District Lucknow, and named by Lucknow Development Authority as 'Gomti Nagar Extension', Sector-7, Amar Shaheed Path, Lucknow, Uttar Pradesh (hereinafter referred to as "**Larger Land**" / "**Total Land**").

- F. The Promoter has been granted a Certificate of Registration bearing No.846/CTP/2006 from the Lucknow Development Authority, Lucknow, Uttar Pradesh ("**LDA**") on 17.08.2006 and further a license for development of the Integrated Township has been granted vide License No. 02/SE/2009 dated 28.04.2009 ("**License**") by LDA which has been duly renewed by from time to time with last renewal being vide its Letter No. [•] dated [•] ("**License**"). A Development Agreement dated 24.12.2011 ("**Development Agreement**") was also executed by and between LDA and the Promoter and the Landowners. Thereafter, layout of the Integrated Township was also approved by LDA 26.12.2011 which has been duly renewed, revised, modified, altered, as the case may be, from time to time as per the prescribed procedure with the last revision being on [•] vide Memo No. \_\_\_\_\_ dated \_\_\_\_\_ for the development of Integrated Township in Villages Ahmamau, Sarsawa and Ardonamau at Sultanpur Road, Lucknow, Uttar Pradesh over the Larger Land in accordance with the scheme of LDA.
- G. The Promoter has already undertaken developments on a part of the Total Land as an integral part of the Integrated Township. Further, in the process of the development of the Integrated Township, the Promoter has now earmarked a part of the Total Land in the Integrated Township and has planned and conceived to develop thereon as an integral part of the Scheme the development under the name & style of '**Hridayam at Emaar Gomti Greens**', Gomti Nagar Extension, Sector - 7, Amar Shaheed Path, Lucknow-226001, Uttar Pradesh, India, being part / phase of the Scheme ("**Project**") comprising of residential plots and other related facilities, if any. Accordingly, the Promoter has obtained revised approval of layout plans in respect of land admeasuring [•] Acres ([•]Hectares), ("**Project Land**") in respect of the Project as an integral part of the Integrated Township / Scheme being developed in a planned and phased manner over a period of time. The said Project (namely '**Hridayam at Emaar Gomti Greens**') is an integral part / phase / segment / block / constituent of the Integrated Township / Scheme.
- H. The Promoter is authorized to undertake the marketing, sale and administration of the plots and other units, spaces etc. in the Project to be developed/being developed/as developed in the Project including the conveyance of the said residential plots and accordingly, the Promoter is fully entitled and empowered to invite applications and make allotment in its name, receive the total consideration and other payments towards costs, charges and dues or as otherwise may be due from the plot allottees and allottees / purchasers of and other units, spaces etc.and give valid discharge/ receipts thereof in its own name and sign, execute, deliver and register all further documentation for the conveyance and sale of the plots and other units, spaces etc.and other additional/ incidental/ ancillary documents as may be necessary in respect thereof and otherwise to do all such acts, deeds and things, as may be required or deemed necessary in respect thereof.
- I. The Promoter undertook and has carried out the development of the Project or part thereof on the Project or part thereof after getting the requisite sanctions, approvals, plans, permissions, registrations, certifications, permits etc. as per the Applicable Laws and also in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016, Haryana Real Estate (Regulation & Development) Rules,



2017, Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 and other regulations, sanctions and rules made under Applicable Laws. The Project under the name & style of '**Hridayam at Emaar Gomti Greens**' has been duly registered with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow in the name of the Vendor vide Registration No. \_\_\_\_\_ dated \_\_\_\_\_.

- J. The Vendee having understood all limitations, restrictions, requirements and obligations of the Vendor and after fully satisfying itself with respect to the right, title and interest of the Vendor in the Project/Scheme/Integrated Township and parts thereof, the approvals and sanctions for the Project/Scheme/Integrated Township, as well as the designs, specifications and suitability of the construction therein and the parameters for undertaking the construction as per the Applicable Laws, had approached the Promoter/Vendor No. 1 and vide application no. \_\_\_\_\_ applied for allotment of a residential plot in the said Project i.e. '**Hridayam at Emaar Gomti Greens**'. In pursuance thereof, the Vendee (including his/ her/ its/ their predecessor-in-interest) was allotted the residential Plot No. \_\_\_\_\_ having a plot area admeasuring approximately \_\_\_\_\_ sq. mtrs. (\_\_\_\_\_ sq. yds.) in the Project. In furtherance thereof, the Vendor and the Vendee had entered into Plot Buyer's Agreement /an Agreement for Sale dated \_\_\_\_\_ (hereinafter referred to as "**Agreement for Sale**") whereby the Vendor agreed to sell the said residential Plot No. \_\_\_\_\_, having a plot area admeasuring approximately [•] sq. mtrs. ([•] sq. yds.) in the Project as more particularly described and detailed and as depicted in '**Schedule 2**' along with the *pro rata* right to use in the Common Areas of the Project (hereinafter referred to as the "**Plot**") on the terms and conditions contained therein, together with right to use and access all the Common Areas, rights, liberties, privileges and easements appurtenant to the Plot or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein.
- K. 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 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 and has completed its due diligence to its entire satisfaction.
- L. The Vendee acknowledges and accepts that the terms and conditions of this Sale Deed have been carefully read over and have been explained with its legal import and effect. Accordingly, the Vendee confirms executing this Sale Deed with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Sale Deed. The execution of this Sale Deed is an independent, informed and unequivocal decision of the Vendee.
- M. The Vendee has, without any promise or assurance from the Vendors, otherwise than as expressly contained in the Agreement for Sale and thereafter in this Sale Deed, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into the Agreement for Sale for the purchase of the Plot and thereafter this Sale Deed. The Vendee acknowledges that the Vendor through Promoter/Vendor No. 1 has readily provided complete information and clarification as required by the Vendee, however the Vendee has ultimately relied upon its own independent investigations and judgment in purchasing the Plot. Save and except as specifically represented herein and as agreed

in the Agreement on the terms and conditions as contained and agreed to therein, the Vendee's decision to purchase the Plot in the said Project and that its decision is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Vendor or otherwise including but not limited to the physical characteristics of the Project. 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.

- N. The Vendor being fully authorized and empowered to undertake the development of the said Project/ part thereof/ Scheme/Integrated Township, as the case may be, has completed the development of the said Project/ part thereof under the name & style of **'Hridayam at Emaar Gomti Greens'** in accordance with the approved plans and other requisite sanctions, permissions, approvals obtained from the Competent Authorities.
- O. Pursuant to the development of the said Project/Scheme/Integrated Township, part/portion thereof, as the case may be, the Competent Authority(ies) after due inspection and verification has granted the approval of Service Plans/ Estimate vide Memo No. \_\_\_\_\_ dated \_\_\_\_\_ for the said Project or any part thereof.
- P. The Parties agree and understand that the scope of this Sale Deed is limited to the sale of the residential Plot in the said Project, part / portion thereof, as the case may be, developed as per approved demarcation cum zoning plan/ provision of services and for the consideration agreed herein only. All the amounts as set out herein and paid by the Vendee in accordance with the Payment Plan annexed to the Agreement for Sale are solely in lieu of the consideration for the transfer/ sale/ conveyance of the residential Plot and besides this, no amount has been charged as a fee for any kind of service whatsoever as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Vendor to the Vendee hereunder. The Promoter of the said Project and/or the Vendor had not agreed to give and / or has not given/ provided any service to the Vendee and none shall be deemed to have been demanded or claimed and/or to be demanded or claimed by the Vendee at any point of time during or after the term of the Agreement for Sale and / or this Sale Deed and/or under the provisions of the Agreement for Sale and / or this Sale Deed except for providing and maintaining essential services and common facilities on reasonable charges till taking over of the maintenance of the said Project / Scheme/Integrated Township, part / portion thereof, as the case may be, by the Maintenance Agency and / or Association of Allottees.
- Q. The Vendee acknowledges and confirms that the description and reference of the Total Land/Scheme given by the Vendors is only to acquaint the Vendee with regard to the location of the Project/Plot in the Total Land/Scheme/Integrated Township.
- R. The Vendee has represented and warranted to the Vendor that it has legal and valid power and authority to enter into and execute this Deed and there is no legal restraint/ impediment in this regard and further the Vendee and/or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof and the Vendee shall be liable for all the consequential action

thereunder.

- S. The Vendee agrees that the said Project/Scheme/Integrated Township will be maintained by a Maintenance Agency. The Vendee agrees that the Common Areas in the said Project, will be maintained by a Maintenance Agency so appointed by the Promoter/Maintenance Agency/ Association of Allottees.
- T. The Vendee hereby also assures, represents and warrants to the Vendor that he/ she/ it/ they shall comply with the terms hereof and all the Applicable Laws and statutory compliances with respect to the said residential Plot, the said Project, said Scheme/Integrated Township and the construction to be undertaken and carried out thereon by the Vendee within the agreed timelines and as permissible under the applicable norms, all in accordance with the Applicable Laws, as the case may be, and pay its maintenance and other recurring / usage charges, taxes, cess and any other charge, which the Competent Authority(ies) decides to levy in future with respect to the said Project/ Scheme/Integrated Township, as the case may be, and / or the Plot and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Sale Deed.
- U. Pursuant to the laying of the services as per approved service plan estimate, in respect of the Project or part thereof, the Vendor has offered the possession of the Plot to the Vendee.
- V. The Vendee hereby acknowledges and agrees to the final area of the Plot bearing No. \_\_\_\_\_, is \_\_\_\_\_sq. mtrs. (\_\_\_\_\_ sq. yds.) and that the Vendee is fully satisfied about the Plot (hereinafter referred to as the **“Final Plot Area”**).
- W. The development of the said Project, part / portion thereof, as the case may be and more particularly the Plot is complete, and the Vendee has made the entire payment of the agreed consideration amount of the Plot in accordance with the Payment Plan and has accordingly requested to execute the Sale Deed i.e., the Conveyance Deed of the same.
- X. The Vendee has inspected the Plot and after fully satisfying himself/ themselves that the development has been made in accordance with the layout plans with such modifications as were necessary, as have been agreed to between the Vendor and that amenities and specifications are as approved by the Competent Authority(ies), the Vendee has agreed to take possession of the Plot in his/her/its/their favour and has/ have now desired to get this Sale Deed executed and registered in his/ her/ its/ their favour.
- Y. The Vendee has relied on his own judgment and investigation in purchasing the 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.
- Z. The Vendors are the owners of the Total Land on which the Project/Plot is situated and no one besides the Vendors has any interest, right, title or claim of any kind in the Project/Plot. The Plot is free from all encumbrances and the Vendors holds unimpeachable and marketable right to convey, transfer, alienate and sell the Plot.
- AA The Parties have gone through all the terms and conditions set out in this Sale Deed and understood the mutual rights and obligations detailed herein.

BB. The Vendee hereby confirms that it is signing this Sale Deed with full knowledge of all the Applicable Laws, rules, regulations, notifications, etc. applicable to the Project and the Scheme/Integrated Township.

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

1. That in pursuance of the Agreement for Sale and in consideration of a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, (“**Total Price**”) paid by the Vendee to the Promoter / Vendor No. 1, the receipt of which the Vendors hereby admits and acknowledges and in accordance with the terms of the Allotment Letter, Agreement for Sale and the terms and conditions contained in this Sale Deed, the Vendors do hereby grants, sells, transfers, assigns, assures and conveys unto the Vendee by way of sale, all its rights, titles and interests, benefits and advantages in the Plot being residential plot bearing No. \_\_\_\_\_ having Final Plot Area i.e. \_\_\_\_\_ sq. mtrs. (\_\_\_\_\_ sq. yds.), more particularly described in the **Schedule-2** hereunder, free from all encroachments, charges and encumbrances together with pro rata right to use the Common Areas of the Project, rights, liberties, privileges, easements and benefits appurtenant to the Plot or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein. Accordingly, this Deed is being executed by the Vendor to transfer and convey absolute title in respect of the Plot in favour of the Vendee.
2. It shall be lawful for the Vendee for all times hereafter to enter upon the 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. 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 Plot unto the Vendee in the manner mentioned in this Sale Deed. The Vendors covenant that this Sale Deed is executed in its entirety and that the Vendors have received full consideration of the Plot.
3. That this Sale Deed in respect of the transaction involved herein, is valued for the purposes of stamp duty at **Rs. \_\_\_\_\_/- (Rupees [•] only)** in terms of the Indian Stamp Act, 1899.
4. The Vendee confirms and acknowledges having simultaneously received actual, physical, vacant possession of the Plot from the Vendors after satisfying himself about the plot area, topography, dimension, boundaries, etc. and shall have no claim of any nature whatsoever against the Vendors regarding the same.
5. That in addition to the Total Price, the Vendee shall be liable to pay additional charges towards Other Charges including but not limited to all the cost and expense of connecting the electric cable from the main electric panel/ feeder pillar and installation, laying and maintenance of water line, sewer line & storm water manhole to the Plot shall be borne by the Vendee who shall be solely responsible and obliged for all the payments, costs in relation thereto.
6. The Vendee has paid the pro rata 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 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 pro rata 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 pro rata 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 Total Price of the Plot and the Vendors shall have the first charge and lien over the Plot along with any structure standing thereon and the right to resume the Plot along with any structure standing thereon.

7. That on or after the execution of this Sale Deed, the Vendee has agreed -

- (i) to additionally pay to the Promoter/Vendor No. 1, on demand any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), Infrastructure Augmentation Charges (IAC), if any, or any other charges levied including any interest thereon, by whatever name called or in whatever form (including with retrospective effect) and with all such conditions imposed by the Government of Uttar Pradesh and/or any Competent Authority(ies), and such increase shall be borne and paid by the Vendee proportionately in the manner as determined/ conveyed by the Promoter/Vendor No. 1.
- (ii) to pay, as and when demanded by the Promoter / Vendor No. 1, the pro-rata share if any, of any statutory taxes, levies, cess, charges etc. (*by whatever name called*) of any kind/ amount whatsoever, including without limitation Goods and Services Tax (GST), (collectively referred to as “**Taxes & Levies**”) made applicable in future / levied / charged (including with retrospective effect) on the Project/Scheme/Integrated Township and/or in relation to the Plot by the Competent Authority(ies) post the execution of this Sale Deed. The Vendee shall further be liable to pay any change/ modification in Taxes & Levies as may be levied by the Government or any Statutory/Competent Authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the date of offer of handover of the Plot). The Vendee confirms that if any GST is made applicable and levied, he/ she shall not claim any GST credit and/or claim any reduction in price of the Plot due to application of GST, if any. The Vendee understands and agrees that the Promoter/Vendor No. 1 shall not be liable to refund the Taxes and Levies already deposited with the Government, if at any stage the Government revokes / withdraws the tax till the time the same is actually received back in the account of the Promoter/Vendor No. 1.

The Vendor shall have first charge/ lien on the Plot along with any structure standing thereon for recovery of all such charges, Taxes & Levies as referred to above. In the event of any such charges remaining unpaid, the Vendee agrees that the Vendor shall have unfettered right to resume the Plot and the Vendee shall have no right, title and interest left in the Plot thereafter. The Vendee further agrees that he/ she/ they/ it would not be competent to challenge such action of resumption of the Plot by the Vendor due to default on such account on the part of the Vendee.

Further, if despite having paid Government charges to Government / Competent Authority(ies) for making provision of external services such as road connectivity,

electricity, water and sewerage connections, H.T. Lines, sub-station etc., the Government / Competent Authority(ies) fails to provide basic infrastructure facilities on time and the Vendor decides to make extra investments to provide all such facilities, such extra investments shall be recoverable from Vendee on pro-rata basis. The amount calculated by Promoter/Vendor No. 1 shall be final and binding on the Vendee.

8. The Promoter may make additions or put up additional structure(s) anywhere in the Project/Scheme/Integrated Township after the layout plan, service plan estimate and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed after following the due process and as per the permissions / directions or sanctions by the Competent Authority and that the Vendee agrees and accepts that it shall not raise any objection in respect thereto at any point of time. That the Vendee further agrees and understands that the future permissible expansion shall be an integral part of the Project/Scheme/Integrated Township itself, therefore, the Promoter as per the the Applicable Law shall be entitled to conjoint various facilities and amenities such as power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities.
9. The Vendee undertakes to join the association of owners as may be formed by the Promoter on behalf of the plot owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Promoter for this purpose. The Vendee shall from time to time sign all applications, papers, documents and all other relevant papers, as required and to do all the acts, deeds and things as the Promoter may require for safeguarding the interests of the Promoter and other allottees/occupants in the said Project. In case where the maintenance of the Project/ Scheme/Integrated Township is being handed over to the competent local authority, the Vendee agrees to comply with its rules and regulations, to pay fees or charges, to sign all such requisite papers, applications or documents and to do all such acts, deeds and things as shall be required towards the same.
10. 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, GST, 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 Plot/Project/Scheme/Integrated Township, as the case may be, as assessable or applicable from the date of booking. The Vendee further agrees that if the 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 Plot is assessed separately, the Vendee shall pay the same directly to the Competent Authority on demand being raised by the Competent Authority. All such payments shall be made without any demur or protest, to the Vendor. These taxes, fees, cess, levies etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor and / or their nominee and / or Association of Allottees and/or the nominee of Association of Allottees. In the event, of any default by the Vendee in making timely payment of the aforesaid dues, the Vendor shall have a first charge/lien on the Plot along with any structure standing thereon and the construction thereon for recovery of such dues, and the Vendor shall even be entitled to resume possession of the Plot and the Vendee agrees and undertakes to keep the Vendor fully harmless and indemnified in respect of any such liability at all times.

11. 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 Plot 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.
12. 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 Total Price payable by the Vendee for the Plot and the sale of the 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. The Vendee 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 Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
13. That the Vendor has carried out the internal development within the Project/Scheme/Integrated Township, which inter alia, includes laying of roads, water lines, sewer lines, storm water lines, electrical lines, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received and as detailed hereinabove. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Vendee is dependent on the Competent Authorities for providing such external linkage and the Vendee shall not be responsible for such unfinished works, save and except towards payment of EDC/ IDC/ IAC, as the case may be, as applicable or similar charges to the extent set out herein.

In the event the Competent Authorities are not able to provide such external facilities by the time the Plot is handed over to the Vendee, then the Vendee agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ vendors as interim measure (such as, electricity/ power supply through DG sets and water tanker facilities) for which charges shall be payable by all the allottees / purchasers /owners of the Project, as determined by the Promoter / Vendor No. 1/ Association of Allottees. In case these external linkage facilities have

to be provided by the Promoter / Vendor No. 1, wherein these are not provided by the Competent Authority and / or wherein the trunk facility is not in close proximity with the Project or the Promoter / Vendor No. 1 is instructed by the Competent Authorities to provide the same, then the Vendee shall have to bear and pay these charges in proportionate basis to the Promoter, as the Promoter is not in a position to assess these charges at this point of time. The amount calculated by Promoter / Vendor No. 1 shall be final and binding on the Vendee. 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.

In case these external linkage facilities have to be provided by the Promoter / Vendor No. 1, wherein these are not provided by the Competent Authority or wherein the trunk facility is not in close proximity with the Project/Scheme or the Promoter / Vendor No. 1 is instructed by the Competent Authorities to provide the same, then the Vendee shall have to bear and pay these charges on pro rata basis along with other plot owners in the Project/Scheme to the Vendor No. 1 as and when demanded by the Promoter / Vendor No. 1. Such extra investments shall be recoverable from the Vendee on pro-rata basis. The amount calculated by Promoter / Vendor No. 1 shall be final and binding on the Vendee.

14. 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 Plot:
- (i) The Vendee shall have ownership and possession of the Plot comprising only the Final Plot Area.
  - (ii) The Vendee shall not have any right, title or interest of any kind whatsoever on any other land(s) except the Plot and the Vendors shall be free to use, develop, dispose the other land(s) in any manner in which it may deem fit.
  - (iii) All other land(s), areas, facilities and amenities except the 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 Basic Sale Price of the Plot 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.
  - (iv) 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 Plot.
  - (v) The Vendee shall have the non-exclusive right to use the Common Areas in common with other plot owners, to the extent applicable all as per the Applicable Laws, but shall not include the common areas, if any within the development of the Plot and Final Plot Area. The Vendee has confirmed that the share/interest of the Vendee in the Common Areas is undivided and proportionate and cannot be partitioned or separated from the right to use of the other plot owners in the Common Areas within the said Project. The



Vendee shall harmoniously use the said Common Areas along with other occupants, users, maintenance staff, etc. without causing any inconvenience or hindrance to such occupants, users, maintenance staff, etc. It is further agreed by the Vendee that the Common Areas, of the Project, shall be available for use by the Vendee subject to timely payment of Maintenance Charges and the Vendee agrees that in the event of failure to pay Maintenance Charges on or before the due date, the Vendee shall have the limited and regulated right to use such Common Areas.

15. That Vendor has made clear to the Vendee and the Vendee acknowledge that the Vendor shall be carrying out extensive developmental/ construction activities/ sales promotion/ events etc., now and in future in the entire area falling outside the Plot and the Vendee has/have confirmed that he/ she/ it/ they shall not raise any objection or make any claim or withhold, refuse or delay the payment of operation/ maintenance bills on account of inconvenience, problems, hindrances, obstruction of any kind, which may be alleged to being suffered by him/ her/ it/ them due to such activities or its incidental/ related activities. The Vendor, relying in good faith on this specific undertaking of the Vendee, has agreed to execute this Sale Deed in respect of the Plot and this undertaking shall survive throughout the occupancy of the Plot and development thereon by the Vendee and his/her/its/their legal representatives, successors, administrators, executors, assigns etc.

In accordance with the development plan of the Project/Scheme/Integrated Township, the Promoter is developing a club (“**Club**”) for recreational purposes. The Club may be developed either simultaneously with or after development of the Project/Scheme/Integrated Township. The Vendor agrees to pay Club Membership Registration Charges (“**CMRC**”) usage and/or development expenses or other charges as decided for becoming the member of the Club. The Vendee shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. The ownership of the Club, its equipment, buildings and constructions together with the rights in the land underneath shall continue to vest with the Promoter at all times irrespective of whether its management is done by the Promoter and/or its nominee appointed for this purpose. The Vendee shall be entitled to avail Club facilities only as per the rules and regulations formulated by the Promoter/Maintenance Agency, from time to time. Further it is understood, acknowledged and agreed by the Vendee that the specific facilities and/ or amenities of the Club is not only meant for the residents of the Project/Scheme/Integrated Township but it is also available to public at large, the manner, payment and usage of which shall be at the sole discretion of the Promoter and the same shall not be objected by the Vendee, whatsoever.

That the Vendee knows, agrees and understands that development of the Project/Scheme/Integrated Township is subject to further expansions as permissible under the Real Estate Act, the Rules and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities and that the Vendee agrees and accepts the same by signing this Sale Deed that it shall not raise any objection in respect thereto at any point of time. The Vendee further agrees and understands that the future permissible expansion shall be an integral part of the Project itself, therefore, the Promoter as per the Real Estate Act, Rules and the Applicable Laws shall be entitled to conjoint various facilities and amenities such as power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities.

16. That the Vendee after taking possession, shall be solely responsible to maintain, develop and construct the Plot for residential usage including obtaining building plans, occupation certificate and other approvals at his/her/its own cost, and shall not do or suffer to be done anything in or to the Plot or any other Common Areas of the Project which may be in violation of any laws or rules of any Competent Authority or change or alter or make additions to the Plot. That the Vendee shall not harm or cause to harm or damage to the Common Areas and/or the common amenities and services and/or adjoining plots/properties/ other properties within the said Project/Scheme and/or obstruct the Common Areas in the Project/Scheme/Integrated Township, in any manner or form whatsoever.
17. The Vendee agrees and understands that the Vendee shall be responsible for construction on the Plot allotted and for obtaining all the necessary permissions, sanctions and permits for the same on the Plot at the Vendee's sole costs and expenses. That the construction of the Plot shall be undertaken, carried out and completed in accordance with Applicable Laws and as per the permissible norms after obtaining the requisite approvals, permissions, consent etc. from the concerned Competent Authority at its own cost. The Vendee undertakes and agrees that the construction and development on the Plot shall be carried out strictly in accordance with the plans provisioned for by the Promoter/ Vendor No. 1 and also in accordance with the Government Approved Zoning and other plans. The Vendee further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame, fenestrations and boundary walls etc.) of the building constructed by Vendee on the Plot shall be in accordance with the guidelines if any, provided by the Promoter / Vendor No. 1 to the Vendee in this regard, which shall be scrupulously followed by the Vendee. The Vendee agrees to undertake construction and development of the Plot within the time period as may be advised by the Promoter / Vendor No. 1 at the time of offer of possession / as notified by the Promoter / Vendor No. 1 and/or as permitted by the Competent Authority(ies), all in accordance with the Applicable Laws and after obtaining the requisite permissions, sanctions, approvals etc. from the concerned Competent Authority at own cost. The Vendee undertakes to strictly abide by the plans as approved by the Competent Authority(ies) for the Project in general and for the Plot in particular. The Vendee also further undertakes that Vendee shall have no option to make any variation/alteration/modification in such plans, other than as permissible and shall be fully responsible and liable for the same and shall keep the Vendor fully indemnified and harmless in this regard. The Vendee agrees, undertakes and confirms to maintain homogeneity of the Project, in terms of standard specifications of the built-up area in the Project. The Plot allotted to the Allottee(s) can be used only for residential purposes and the Allottee(s) hereby undertakes to use and develop the Plot for this purpose only and not for any other purpose whatsoever.

The Vendee shall undertake the construction on the Plot as per the terms of and within the agreed timelines as provided in this Agreement and as otherwise permissible under the Applicable Laws. The Vendee undertakes to strictly abide by the plans as approved by the Competent Authority(ies) for the Project in general and for the Plot in particular and the Vendee shall also strictly abide by the Applicable Laws to make any variation/ alteration/ modification in such plans, other than as permissible and shall be fully responsible and liable for the same and shall keep the Vendors fully indemnified and harmless in this regard.

18. The Vendee does hereby agree and undertake that the Vendee shall always maintain

the ecological harmony, inter alia, common area solar lightning, water recycling, water segregation, CFL lighting, solar water heating, harvesting and recharge to maintain flora & fauna, extensive plantation and fully understood and willingly commits to share the extra obligations for environment conservation within the Project/Scheme/Integrated Township and shall always be cooperative and vote for any all or all decisions, which will be requested by the Promoter/ Maintenance Agency/ Association of Allottees for the long term maintenance of extra establishment for this cause.

19. The Vendee agrees that, the Plot can be used only for residential purposes which is the permitted usage and the Vendee hereby undertakes to use and develop the Plot for residential purpose only and not for any other purpose whatsoever. However, if the Vendee uses or is found to be using the Plot for any purpose, other than residential purpose, which is not in consonance with the scheme of the Project, or is detrimental to the public interest, then the Promoter may send a notice to the Vendee to use the Plot as per permitted usage and to rectify / cure the defect within a period of thirty days (30) days of the notice issued by the Promoter to the Vendee in the said connection. In case the Vendee does not cure / rectify the defect within the said cure period provided by the Promoter to the Vendee herein, the Promoter shall have the right to treat this provisional allotment as cancelled and resume the possession of the Plot and to take appropriate steps to get the Conveyance Deed cancelled and the Vendee hereby agrees and confirms that he / she / it / they shall not raise any objection to the same. The Vendee also hereby agrees to indemnify the Promoter against any penal action, damages or loss due to misuse of the Plot for which the Vendee shall be solely responsible.
20. The Vendee/ Association of Allottees further undertakes, assures and guarantees that they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project/Scheme/Integrated Township or Common Areas of the Project/ Scheme/Integrated Township. The Vendee shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in the right of passage or access or Common Areas which otherwise are available for free access.
21. The Vendee agrees and undertakes to grant the right of entry to the project manager or to any other person authorized by the Promoter/Maintenance Agency in the event of any emergency situation originating from or threatening the Plot or any building thereon whether the Vendee is present at the time or not at the spot. The Vendee must strictly obey and comply with the Community Rules and Regulations framed by the Promoter/Maintenance Agency/Association of Allottees with respect to regulating of entry and exit and the ingress and egress from the Project of the Vendee, family members, visitors, employees, agents, etc. or any other person as the same are necessary for the proper security of the Project/Scheme/ Integrated Township and of the residents of the Project/Scheme/ Integrated Township. The Promoter/ Maintenance Agency shall have a right to from time to time amend and update the Community Rules and Regulations. In the event that the Vendee infringes or violates any of the Community Rules or Regulations, the Promoter/ Maintenance Agency shall at its sole discretion have a right to impose such restrictions and take whatever remedial action that the Promoter may at its sole discretion think fit in the circumstances of the infringement or violation.
22. The Vendee agrees not to violate any of the norms stipulated in the layout plan / service plan estimate and further agrees not to partition/ sub-divide/ add extensions

or commit any breach of the conditions imposed by the Competent Authority in respect of the Plot. The Vendee agrees that it is not permissible to join and make contiguous the plots which are located behind each other and the Vendee hereby undertake(s) to abide by this condition. The Vendee is also not permitted to sub-divide the Plot. Similarly, it is made clear that it may be permissible, subject to the approval of the Competent Authority, to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). It is specifically made clear to the Vendee that the approval of the building plan(s), occupation certificate etc., shall be at his sole costs and responsibility and the Promoter shall have no role in the same whatsoever.

23. That it is specifically made clear and the Vendee agrees that the service areas provided anywhere in the Project/Scheme/Integrated Township shall be kept reserved for services, used by maintenance staff, etc. and shall not be used by the Vendee for parking his/ her/ their/ its vehicles or the vehicles of its customers / visitors. The Vendor hereby clarifies that the Vendee shall have no right and interest in the spaces other than Final Plot Area and rights appurtenant thereto.
24. If the Vendee fails to complete the construction and obtain a certificate for occupation and use from the applicable Competent Authority within 5 (Five) years from the Notice/Intimation of Offer of Possession, the Vendee hereby grants the right to the Promoter to resume the Plot, refund the monies paid by the Vendee after deducting there from the Earnest Money. However, Promoter may, at its sole discretion, accede to the written request of the Vendee to extend the construction period but only upon the Vendee paying a late construction penalty to the Promoter calculated at the rate of ₹\_\_\_\_/- per sq. ft. per month on the total area of the Plot for the entire period of delay to be computed beyond 3(three) months of the due date. This penalty may be escalated in case where the delay continues beyond a period of 12(twelve) months after the grant of first extension and the Promoter decides to grant further extension beyond 12(twelve) months, at its sole discretion. It is made clear to the Vendee that the late construction penalty are distinct and separate charges, payable by the Vendee to the Promoter.
25. That the Vendee hereby assures, represents and warrants to the Vendor that it shall comply with the terms of this Sale Deed and with all the Applicable Laws and statutory compliances with respect to the Plot, the said Project, the Scheme/Integrated Township and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Sale Deed.
26. That the Vendee shall be entitled to get the Plot transferred and mutated in its own name in the records of the concerned authority on the basis of this Sale Deed or its true copy without any further act or consent of the Vendor. Further, in case the Vendee transfers, sell, conveys the Plot further to a third party then the transferee thereof shall be bound by the terms and conditions of this Sale Deed.
27. The Vendee undertakes and agrees not to use the 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 Plot which tends to cause damage to any plot adjacent to the Plot or anywhere in the said Project/Scheme/Integrated Township 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 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 Plot, if so, directed by the Authorities.

In case the Vendee uses or permits the use of the Plot for any purpose other than the one indicated above, in that event, the Vendor/ Maintenance Agency/Association of Allottees shall be entitled to initiate appropriate action against the Vendee including but not limited to disconnection of electricity as well as preventing the Vendee and persons claiming through it from enjoying Common Areas and securing orders for sealing of the Plot. Further, the Vendee or his/her/ their/ its agents/ assigns shall be solely and fully responsible to pay for all costs, penalty, charges etc. levied by the Competent Authority(ies) and shall keep the Vendor and / or Association of Allottees and / or Maintenance Agency fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered by the Vendor and / or Association of Allottees and / or Maintenance Agency.

28. That the Vendee specifically undertakes not to use the Plot or cause it to be used for any activity that is against public policy and / or for any unlawful, illegal or immoral purposes and / or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals (except to the extent as permitted under the Applicable Laws provided the Vendee has obtained the requisite licenses, registrations, approvals, sanctions, permits etc. for the same from the Competent Authority(ies), or do or permit anything to be done within or around the Plot for any purpose which is likely to cause any damage to the Plot and/or to any plot around it or anywhere in Project/Scheme/Integrated Township, and / or which in any manner interferes with or obstructs the use of spaces, passages, corridors or other amenities available for common use and common purposes. The Vendee hereby undertakes that the Vendee shall be solely responsible and liable for violations of any of the provisions of the Applicable Laws, rules, regulations and directions of any other Competent Authority(ies) and that the Vendee shall indemnify and keep indemnified the Vendor/Association of Allottees/Maintenance Agency from any liability and/or penalty in this regard.
29. That since the share/interest of the Vendee in the Common Areas is undivided and cannot be separated, the Vendee shall be obliged to use the Common Areas along with other occupants of the Project/Scheme, without causing any inconvenience or hindrance to them. The Vendee agrees and confirms that he/ she/they/it shall not put up any obstruction in the movement of people in the Common Areas.
30. The Vendee shall seek 'No Dues Certificate' from the Association of Allottees and/or Maintenance Agency prior to transfer/sale of the Plot, as permitted under Applicable Laws, in case the Vendee sells, transfers or otherwise dispose of his/ her/ their/ its rights, title and interest in the Plot to any third party and in case there remains any arrears due and payable to the Association of Allottees and/or Maintenance Agency and/or the Promoter, the Vendee undertakes to clear such amounts prior to creating any third party rights, title or interests in the Plot. The Vendee hereby agrees and undertakes that in case the Vendee transfers his/ her/ their/ its rights, title and interest in respect of the Plot, in favour of any third party(ies) including successors-in-interest, then in such eventuality the third party(ies) to whom the rights, title and interests are being conveyed by the Vendee shall pay an amount, as may be determined by Association of Allottees and/or the Maintenance Agency, towards mutation charges for the purpose of recording transfer

of the Plot in favour of such third party(ies).

31. That the Vendee shall keep the Plot, the construction thereon, the walls and partitions, sewers, drains, pipes and appurtenance thereto, belongings, in good tenantable repair, state or condition and maintain the same in a fit and proper condition and ensure that they do not obstruct or affect the Common Areas and also the various infrastructure (including those for water supply, electricity supply, sewerage system) is not in any way damaged or jeopardized or affected. The Vendee shall not do or suffer to be done anything in or to the Project/Scheme/Integrated Township, or the Plot along with the construction thereon or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and construction thereon. The Vendee shall abide by all laws, bye-laws, rules and regulations of the Government, Local/Municipal Authorities and/or Competent Authority(ies) and / or any other authorities and local bodies and Association of Allottees shall attend, answer and be responsible for all such deviations, violations or breaches, of any such conditions or laws, bye-laws, rules and regulations.
32. That the Vendor shall have the right, without approval of the Vendee in the Project, to make any alterations, additions, improvements or repairs, whether structural or non-structural, ordinary or extraordinary in relation to any unsold plots and constructions thereon within the Project/Scheme/Integrated Township, as permissible under the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities and the Vendee agrees not to raise objections or make any claims on this account.
33. The Vendee confirms and acknowledges that as and when any plant or machinery within the said Project/Scheme/Integrated Township, 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 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.
34. That the Vendee shall not be allowed to do any activity which may be objected to by the other occupants including but not limited to playing of high-volume music, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Project/Scheme, including defacing of common walls or throwing or dumping of refuse/ garbage which could be subject to fine or penalties as per prevailing laws/ bye laws/house rules in the Project/Scheme/ Integrated Township.
35. In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures the Vendor shall/has hand/handed over the maintenance of the said Project to **Emaar India Community Management Pvt. Ltd.**, or any other maintenance agency as the Promoter may deem fit. The Vendee acknowledges and confirms to abide by the terms and conditions of the Maintenance Agreement executed between the Promoter, 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.

36. The Vendee hereby unequivocally authorizes the Promoter/Maintenance Agency, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever.
37. As and when any plant and machinery within the Project/Scheme/Integrated Township, including but not limited to electric sub-stations, pumps, or any other plant, machinery or equipment in the Common Areas requires routine repairs, replacement, upgradation, or additions; then the cost and related expenses thereof shall be contributed by the Vendee on pro rata basis along with other allottees. The Promoter/Association of Allottees/ Maintenance Agency shall decide the need for such repair, replacement, upgrades and additions including timing, cost and expense thereof including creation of sinking fund and the Vendee undertakes to abide by the same.
38. 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.
39. The Vendee has deposited and further undertakes to always keep deposited an interest free maintenance security (“**IFMS**”) for the Plot with the Promoter/Maintenance Agency. In case of failure of the Vendee to pay the Promoter/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. On such shortfall, the Maintenance Agency shall have the right to withhold such facilities as may be provided by the Maintenance Agency to the Plot and the same shall be treated as unpaid Total Price of the 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 Plot and refund to the Vendee the

balance of the money realized from such sale.

40. The Vendee acknowledges and confirms that the Promoter/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.
41. The Vendee agrees to strictly comply with the code of conduct that may be determined by the Maintenance Agency for occupation and use of 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 Plot, operation hours of various maintenance services, general compliances for occupants of the 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.
42. 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 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 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.
43. The Promoter / Association of Allottees/ Maintenance Agency/ Competent Authorities shall have the right of access of all Common Areas and other areas which have not been conveyed to the allottees for providing necessary maintenance and services and the allottees agrees to permit the Promoter/ Association of Allottees/ Maintenance Agency/ Competent Authorities to enter into the Plot and the construction thereof carried out by the plot owner after giving due notice and entering the said premises during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defects.
44. 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/Scheme/Integrated Township and any other project/phase 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 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 Allottees in the said Project/Scheme/Integrated Township. 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.
45. 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 Allottees 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 Plot or any subsequent sale / resale or conveyancing thereof.

46. 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 Plot.
47. 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/Scheme/ Integrated Township or to the 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 Allottees.
48. 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 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 Plot based on such tariff as may be fixed by the Vendors or its agents in their sole discretion.

49. That the obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, Maintenance Charges, water and electricity etc. as the case may be and as applicable, shall be irrevocable obligations of the Vendee. The said obligations shall always run with the Plot irrespective of the owner/occupant of the Plot for the time being and they shall survive the conveyance, sale and transfer of the Plot to the Vendee and be binding on the subsequent transferee(s), successors-in-interest and any person claiming through Vendee or them. The Vendee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third-party rights, title or interests in the Plot.
50. The Vendee confirms that the Vendors/Maintenance Agency shall have the first charge on the 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 Total Price of the Plot and for that unpaid Total Price; the Vendors and the Maintenance Agency shall have first charge on the Plot.
51. The Vendee confirms that wherever the Vendee has to make payment in common with the other plot owners in the said Project/Scheme/Integrated Township, the same shall be in proportion with the plot area of the 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 Plot bears to the total area of the said Project.
52. 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 Plot conveyed by this Sale Deed shall be borne by the Vendee exclusively and the Vendors accept no responsibility in this regard.
53. The Vendee confirms and acknowledges that all the terms and conditions of the Provisional Allotment Letter and the Agreement for Sale 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.
54. The Vendee acknowledges that if any clause of this Sale Deed shall be determined to be void or unenforceable under any Applicable Laws, 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.
55. The Vendee confirms that all the obligations arising under this Sale Deed in respect of the Plot/said Project shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Plot as the said obligations go with the 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.

56. The Vendee confirms and acknowledges that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the Applicable Laws 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.
57. With effect from the date of taking possession of the Plot or deemed possession in terms of the Agreement for Sale, the Vendee hereby indemnifies and undertakes and agrees to indemnify and to keep the Vendor, their assigns, nominees, Association of Allottees, the duly nominated Maintenance Agency and their officers/ employees as well as the other occupants/owners of the plots and other spaces etc. in the Project/Scheme/Integrated Township, as the case may be, fully indemnified and harmless from and against all the consequences of breach by the Vendee of its obligations or any Applicable Laws as may be applicable to the Plot and/or to the said Project and/or otherwise and / or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Vendee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of the personnel, representatives and/or any other person claiming under/through the Vendee.
58. The Vendee agrees to indemnify and to keep the Vendors/ Association of Allottees / Maintenance Agency, as the case may be, and their assignees, nominees, their officers/ employees as well as the other occupants/ owners of the plots in the Project/Scheme/Integrated Township fully indemnified, saved and harmless from and against all the consequences of breach by the Vendee of any Applicable Law for the time being in force and/or the stipulations applicable to the Vendee and/or the Plot hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Vendee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming to be under the Vendee.
59. That the Vendee hereby agrees and undertakes to become a member of the registered Association of Allottees and to complete the documentation, pay applicable fees, subscription charges and fulfill its obligations as may be required under the Applicable Laws and statutes and as may otherwise be required by Association of Allottees.
60. That the rights and obligations of the Parties under or arising out of, touching and/or concerning this Sale Deed shall be construed and enforced in accordance with and the Applicable Laws which shall be the laws of the Republic of India. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Sale Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be dealt with in accordance with the provisions Real Estate (Regulation and Development) Act, 2016, rules, regulations, notifications, directives as may be applicable to the said Project. Subject to the above, Courts at Lucknow, Uttar Pradesh and/or Hon'ble High Court at Allahabad, to the exclusion of all other courts in India shall alone have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Sale Deed regardless of the place of execution or subject matter of this Sale Deed.

**61. General/ Miscellaneous Provisions:**

- (i) That the Vendor has assured the Vendee that the Project, in its entirety is in/ shall be in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016, the other relevant Acts, Rules and regulations/bye-laws, instructions/ guidelines and decision of the Competent Authority prevalent in the State of Uttar Pradesh.
- (ii) That the Vendee confirms entering into this Sale Deed with the full knowledge of all Applicable Laws, rules, regulations, orders, notifications in general and the Plot/ Project in particular and hereby undertakes to comply with and carry out, from time to time. Further, the Vendee hereby acknowledges and understands that, if Vendor/Association of Allottees/ the Maintenance Agency, as the case may be, for the purpose of this Sale Deed and/or in relation to the Project, is required, from time to time, to submit before any authority (Statutory or otherwise) consent/ NOC/ Approval/ certification/ authorization, etc. from the Vendee, then in that eventuality the Vendee agrees and undertakes to execute and provide to Vendor/Association of Allottees/ the Maintenance Agency, as the case may be, without any delay/ demur/ protest all such documents.
- (iii) 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 Sale Deed and/or of any transaction contemplated herein and/or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- (iv) That 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 this Sale Deed in respect of the Plot, shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent vendees/assignees/transferees of the Plot, as the said obligations go along with the Plot for all intents and purposes irrespective of the fact whether the terms and conditions of this Sale Deed have been made a part and parcel of the subsequent documentation done regard the lease, license, transfer, assignment etc.
- (v) That the Vendee acknowledges and agrees that he/ she/ it/ they shall continue to remain bound by such terms and conditions of the Agreement, executed between the Vendee/ predecessor-in-interest of Vendee and the Vendor, attached to the Plot and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the Agreement shall be deemed to be incorporated in this Sale Deed by reference and as such form part of this Sale Deed. In the event of there being any conflict inter-se the terms and conditions of aforesaid Agreement and the clauses contained in this Sale Deed, the Sale Deed shall prevail over the Agreement for Sale. The recitals, schedules and the annexure(s) to this Sale Deed shall form an integral part of the covenants and terms of this

Sale Deed.

- (vi) The Vendee has undertaken that henceforth it shall be solely, liable, responsible and accountable for violations, if any, of provisions of Applicable Laws, rules, regulations or directions issued by any Competent Authority(ies) including but without limitation judicial/ quasi-judicial authorities in respect of Plot which is subject matter of this Sale Deed. The Vendee undertakes to indemnify the Vendor and its agents and representatives, persons claiming through/ under the Vendor in respect of any liability or penalty imposed in respect of the Plot being hereby sold and conveyed by way of this Sale Deed.
  - (vii) That the failure on the part of the Vendor, to enforce at any time or for any time or for any period of time, any of the provisions, singly or collectively, hereof shall not be construed to be waiver of any provision(s) or of the right(s) thereafter to enforce each and every provision.
  - (viii) That the Recitals of this Sale Deed and representations therein along with the Schedules and Annexures to this Sale Deed shall form an integral part of this Sale Deed and shall be read as necessary terms and conditions of this Sale Deed.
62. That the property is situated at integrated township developed by the Promoter at Village Sarsawa, Ardaunamau and Ahmamau, and is more than 100 meters away from Sultanpur Road and Amar Shaheed Path 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. Since the property is situated at adjacent to green area as such 10% added in the circle rate comes to **Rs.** ..../- (according praroop 4, page no. 14, Serial no. 1 and column no. 1) so the value of Plot measuring \_\_\_\_\_ **sq mtrs.** comes to Rs. ..../- The Total Price is Rs. \_\_\_\_\_/- which is ..... than the valuation so the total stamp duty of Rs. \_\_\_\_\_/-.
63. 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.10,00,000/- & 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 10,00,000/- is Rs. 60,000/-

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 PLOT**

Freehold Plot No. \_\_\_\_\_, Sector- \_\_\_\_\_, dimension (**mtr. x mtr.**) measuring area \_\_\_\_\_ sq. mtrs. situated at ‘Gomti Greens’ an Integrated Township Developed by Emaar India Limited (Formerly Emaar MGF Land Limited) in Village Sarsawa, Ardaunamau and Ahmamau, 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 Landowners 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  
Authorized Signatory

\_\_\_\_\_  
**SIGNED, SEALED, ACCEPTED AND DELIVERED BY THE WITHIN NAMED VENDEE**

\_\_\_\_\_  
**VENDEE**

**IN WITNESS WHEREOF:**

Witness No. 1	Witness No. 2
Signature:	Signature:
Name:	Name:
Son of/ Daughter of/ Wife of :	Son of/ Daughter of/ Wife of :
Address:	Address:
Occupation:	Occupation:
I.D. No.:	I.D. No.:

Typed By: -

Drafted By: -

(.....)  
Civil Court, Lucknow

(.....)  
Advocate  
Civil Court, Lucknow

### **SCHEDULE -1**

<b>Details of Land-Owning Companies and Individual Landowners</b>		
<b><u>Sl. No.</u></b>	<b>Name of Landowner</b>	<b>Registered Office</b>
<u>1</u>	Sacred Estates Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>2</u>	Acorn Buildmart Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>3</u>	Acorn Developers Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>4</u>	Naam Promoters Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>5</u>	Pansy Buildcons Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>6</u>	Hamlet Buildwell Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>7</u>	Gavel Properties Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>8</u>	Bhumika Promoters Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>9</u>	Bhavishya Buildcon Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>10</u>	Achates Buildcons Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>11</u>	Halibut Developers Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>12</u>	Ballad Conbuild Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>13</u>	Crony Builders Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>14</u>	Acutech Estates Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>15</u>	Hake Developers Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>16</u>	Chum Properties Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>17</u>	Perpetual Realtors Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>18</u>	Guru Rakha Projects Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>19</u>	Sanskar Buildwell Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>20</u>	Sarvpriya Realtors Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>21</u>	Gradient Developers Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>22</u>	Geodesy Properties Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>23</u>	Pushkar Projects Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017



<u>24</u>	Kartikay Buildwell Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>25</u>	Adze Properties Private Limited	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>26</u>	Emaar India Limited (Formerly Emaar MGF Land Limited).	306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi -110 017
<u>27</u>	Mr. Lakshman S/o Mr. Sarju	H. No. 102 Kh., Moh. Kabadiya Ka Purva, Teh. Lucknow, Distt. Lucknow
<u>28</u>	Mr. Pappu Lal Kannaujia S/o Mr. Kanhai Lal Kannaujia	H. No. 501/63 103, Kabaria Ka Purva, Ramadhin Road, Daliganj, Tehsil & Distt Lucknow (UP)
<u>29</u>	Mr. Ram Prasad S/o Mr. Ram Swaroop	H. No. 488, 144, Najirganj, Khanna Mill, Teh. & Distt. Lucknow.

**SCHEDULE 2**

**SCHEDULE OF PROPERTY**

All that piece and parcel of Freehold Plot No. \_\_\_\_\_, Sector-\_\_\_\_\_, dimension (**mtr. x mtr.**) measuring area \_\_\_\_\_ sq. mtrs. situated at ‘Gomti Greens’ an Integrated Township Developed by Emaar India Limited (Formerly Emaar MGF Land Limited) in Village Sarsawa, Ardaunamau and Ahmamau, Lucknow (U.P.), as per map/ site plan annexed herewith, which is bounded as under: -

NORTH        -  
  
SOUTH        -  
  
EAST          -  
  
WEST          -

