

DEED OF CONVEYANCE

1. Category of Land : Residential
2. Ward : Sushant Golf City
3. Mohalla : Group Housing 1B, Sector G Pocket 5
4. Detail of Property : Unit No.
5. Unit of Measurement : In Square Meters
6. Land Area of Property : Sq. Mtrs.
7. Built up Area of Property : N/A .
8. Situated on :
9. Condition : Developed
10. Year of Construction : N/A
11. Sale Consideration : Rs./-
12. Valuation : Rs./-
13. Stamp Duty : Rs./-
14. Boundaries :
 - a. East : .
 - b. West : .
 - c. North : .
 - d. South : .

Number of Vendor:

Number of Vendee:

Details of Vendor:

_____, a Company duly incorporated under the provisions of the Companies Act, 1956 having its registered Office at _____ and having its Regional Office at _____ through its Authorised Signatory _____

Occupation: _____

Details of Purchaser/Vendee:

.....

Occupation: _____

DEED OF CONVEYANCE

This Deed of Conveyance is executed at Lucknow on this ____ day of _____, 20__

BY

M/s. Pardos Lucknow Developers Private Limited, a company duly incorporated under the Companies Act, 2013 having CIN U45208DL2018PTC337507 and registered office at 61-63 Panchkuian Road, Second Floor, New Delhi 110001 (hereinafter referred as "Promoter/Vendor") (PAN - _____), represented by its authorized signatories _____ (Aadhar No. _____ & _____) authorized vide board resolution dated _____ being party of the FIRST PART;

AND

[If the Purchaser 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 signatory, _____, authorized (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Purchaser/Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the SECOND PART;

[OR]

[If the Purchaser is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "Purchaser/Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the SECOND PART;

[OR]

[If the Purchaser is a LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "Purchaser/Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the SECOND PART;

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Purchaser/Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the SECOND PART;

[OR]

[If the Purchaser is a HUF]

Mr. _____, (Aadhar No. _____) 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 _____), hereinafter referred to as the "Purchaser/Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). being party of the SECOND PART;

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

All parties to this Conveyance Deed i.e. Promoter/Vendor and the Purchaser/Vendee are hereinafter collectively referred to as the "**Parties**" and sometimes individually referred to as "**Party**".

WHEREAS:

- A. Under the aegis of the Hi-Tech Township Policy promulgated by the Government of Uttar Pradesh, M/s Ansal Properties and Infrastructure Limited ("**APIL**") was selected for setting up a High-Tech Township on Sultanpur Road, Lucknow.
- B. APIL has developed/is developing the said Hi-Tech Township on Sultanpur Road, Lucknow under the name of Sushant Golf City, Lucknow (hereinafter referred to as "**the Township**") for which the layout is approved by the Lucknow Development Authority ("**LDA**").
- C. In Sector G Pocket 5 of the said Township, there was a larger group housing plot of land admeasuring 152,624.60 square meters, which was sub-divided into 3 (three) different group housing plots bearing numbers GH 1A, GH 1B admeasuring 67,291.87 square meters (16.62 acres) and GH 1C pursuant to approval of part layout plan of Sector G Pocket 5, by LDA vide Permit No. 39667 dated 12.2.2016.
- D. LDA approved the building plan of group housing to be developed on Plot GH 1B vide Permit No. 41698 dated March 8, 2017 comprising of 22 towers numbered as 1 to 12, 12A, 14 to 22 along with provision for a separate club and shops.
- E. The Promoter/Vendor purchased the exclusive right to develop, construct, build, market and sell the FSI for Towers 16, 17, 18, 19 and 20 along with the undivided, indivisible, impartible pro-rata rights in the underlying land in Plot GH 1B ("**Project Land**") from APIL vide Sale Deed dated November 5, 2018 duly registered at S. No. 10574 in Book No. 1, Volume No. 735 at pages 341 to 412 in the office of Sub-Registrar, Sarojini Nagar, Lucknow.
- F. The Promoter/Vendor has obtained a Fresh Permit to build towers 16, 17, 18, 19 and 20 from the LDA vide Permit No. MAP20190325180001037 dated May 28, 2019 ("**Building Plan**") and the said towers got reclassified as Towers 16-17, 17-18, 19 and 20 ("**Towers**").
- G. Based on the Building Plan approved by the LDA, the Promoter/Vendor has, at Towers 16 to 20, Plot No GH 1B, Sector G, Pocket 5, Sushant Golf City, Sultanpur Road, Lucknow, developed and has constructed a residential group housing complex known as _____ comprising of _____ flats ("**Project**").
- H. Against the application made by the Purchaser(s) named above, the Promoter/Vendor allotted to the Purchaser/Vendee residential Flat No. ____, Floor ____, Block _____, Type ____ in _____ having a carpet area of [●] sq. meters ([●] square feet) or [●] square feet of super area on Towers 16 to 20, GH 1B, Sector G, Pocket 5, Sushant Golf City, Sultanpur Road, Lucknow as per the Agreement for Sale dated [●] ("**the Agreement**").

- I. The Purchaser/Vendee has, prior to the date hereof, examined the copy of the RERA Certificate. The Purchaser/Vendee has also examined all documents and information uploaded by the Promoter/Vendor on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.
- J. The Purchaser/Vendee after having full knowledge and understanding of the above and after seeing all the documents of titles, possession, approvals and is fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter/Vendor in the Project and its right to convey the Apartment to the Purchaser/Vendee.
- K. Upon partial completion/development/construction of Tower ____, a '**Partial Completion/Partial Occupation Certificate**' with respect to the same has been issued by the Competent Authority vide Memo bearing No. _____ dated _____.
- L. Based on the foregoing, the Promoter/Vendor is now selling and the Purchaser/Vendee is now purchasing residential Flat No. ____, Floor ____, Block _____, Type ____ in _____ on Towers 16 to 20, GH 1B, Sector G, Pocket 5, Sushant Golf City, Sultanpur Road, Lucknow having carpet area ofsquare meters ([●] square feet) or [●] square feet of super area in the tower / building("Building"); along with open/covered car parking space no.. forcars ("Car Park Space") and an undivided proportionate interest in the common areas in the Project (hereinafter referred to as the "**Apartment**").
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

NOW THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. CONSIDERATION & POSSESSION OF THE SAID APARTMENT:

- a) That in consideration of the Total Price of the said Apartment amounting to Rs./- (**Rupees** **Only**), paid by the Purchaser/Vendee to the Promoter/Vendor, the receipt whereof the Promoter/Vendor hereby admits and acknowledges, and the Purchaser/Vendee agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions herein contained and as contained in the said Agreement, executed between the Promoter/Vendor and the Purchaser/Vendee, the Promoter/Vendor doth hereby conveys to the Vendee/ Purchaser residential Flat No. ____, Floor ____, Block _____, Type ____ in _____ on Towers 16 to 20, GH 1B, Sector G, Pocket 5, Sushant Golf City, Sultanpur Road, Lucknow having carpet area ofsquare meter ([●] square feet or [●] square feet of super area in the tower / building("Building") along with open/covered car parking space no.. forcars ("Car Park Space") and an undivided proportionate interest in the common areas in the Project (hereinafter referred to as the "**Apartment**") with all rights, easements and appurtenances whatsoever in the said Apartment belonging or appertaining thereto TO HOLD the same by the Purchaser/Vendee.
- b) That the consideration of the said Apartment is inclusive of recovery of proportionate cost of land, construction of not only the said Apartment but also the common areas, internal development cost, external development cost, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lifts, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and common solar water heater etc. as per the said Agreement.
- c) The cost of development of the said Apartment is escalation-free, save and except increases, which the Purchaser/Vendee hereby agrees to pay due to imposing of any external development charges and increase in Government rates, taxes, cess etc. and/or any other charges which may be levied or

imposed by the Government/Statutory Authorities from time to time, and any such increased charges, if unpaid by the Purchaser/Vendee shall be treated as unpaid sale price of the said Apartment and the Promoter/Vendor shall have the first charge/lien on the said Apartment for recovery of such charges from the Purchaser/Vendee.

- d) That the vacant and peaceful possession of the said Apartment has been delivered to the Purchaser/Vendee simultaneously with the signing and execution of this Deed and the Purchaser/Vendee confirms the taking over of the possession of the said Apartment after satisfying himself/herself/themselves as to the carpet area of the said Apartment and the exclusive balconies, the specifications, the fittings and fixtures installed therein and the Purchaser/Vendee has agreed not to raise any dispute at any time in future on this account.

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

- a) That the absolute interest which they prefer to transfer/demise by way of this Deed subsists and that they have marketable title, requisite right, full power and authority to convey the said Apartment.
- b) That the said Apartment is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said Apartment or any part thereof the Promoter/Vendor shall indemnify the Purchaser/Vendee.
- c) The Promoter/Vendor shall be responsible for providing internal services within the said Project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines & drainage lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by APIL up to the periphery of the said Project.

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

- a) That the Purchaser/Vendee undertakes that the said Apartment shall always be used for specific purpose as specified in the said Agreement. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the condition entitling the Promoter/Vendor/ Maintenance Agency to initiate and seek appropriate legal remedy against the Purchaser/Vendee for such violation.
- b) The Purchaser/Vendee further assures that whenever the title of Purchaser/Vendee in the said Apartment is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Deed of Conveyance and said Agreement and the Maintenance Agreement referred to elsewhere herein and subsequent transferee be answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the said Apartment.
- c) That whenever the title of the said Apartment is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall, at least 30 (thirty) days before the intended transfer, give notice of such transfer in writing to the Promoter/Vendor or association of apartment owners and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting the transfer of the said Apartment failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Apartment.
- d) The Purchaser/Vendee shall have no ownership claim over in respect of any open spaces, common area, and other units. The Purchaser/Vendee shall only have a joint and non-exclusive right of use of the common area or common services and facilities.

- e) The Purchaser/Vendee confirms that the parking spaces allotted to the Purchaser /Vendee are for exclusive use and is inseparable, indivisible and forms an integral part of the said Apartment.
- f) The Purchaser/Vendee hereby undertakes to pay directly to the Local Government/Central Govt./Local Authority or Township level maintenance agency existing or to exist in future all rates, taxes, charges and assessments of every description including Cess etc., which are now or may at any time hereafter be assessed, charged or imposed upon the said Apartment and Building constructed thereon, from time to time and at all times from the date of allotment of the said Apartment by the Promoter/Vendor.
- g) The Purchaser/Vendee undertakes to pay to the Promoter/Vendor, on demand, any liability, may be with retrospective effect which has not been demanded by Promoter/ Vendor or the concerned Authority in the shape and manner of any imposition of External Development Charges/ any other charges levied, by whatever name called or in whatever form, existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc., which are now or may at any time hereinafter be assessed, charged or imposed upon the said Apartment and Building constructed thereon/ said Project, from time to time and at all times from the date of allotment of the said Apartment by the Promoter/Vendor and with all such conditions imposed by the Uttar Pradesh Government and/or any competent authority(ies) and such imposition of External Development Charges/ any other charges shall be borne and paid by the Purchaser/Vendee in proportion to the area of the said Apartment to the total area of all the Apartments in the said Project as determined by the Promoter/Vendor and any such unpaid charges shall be treated as unpaid sale price of the said Apartment and the Promoter/Vendor shall have the first charge/lien on the said Apartment for recovery of such charges from the Purchaser/Vendee.
- h) The Purchaser/Vendee specifically agrees to pay directly or if paid by the Promoter/Vendor then reimburse to the Promoter/Vendor on demand any Govt. levies, Property Taxes, township maintenance or other charges etc. including cess leviable in future on the Project or its underlying land or the said Apartment, as the case may be, as assessable/applicable in respect of the said Apartment to the Purchaser/Vendee and the same shall be borne and paid by the Purchaser/Vendee in proportion to the area of the said Apartment to the area of all the entire Apartments in the said Project as determined by the Promoter/Vendor.
- i) The Purchaser/Vendee shall not sub-divide or amalgamate the said Apartment with any other Apartment in the said Project without taking prior written approval of the Promoter/Vendor/Competent Authority.
- j) The Total Price of the Apartment based on the total carpet area of [●] square meters ([●] square feet) or [●] square feet of super area is Rs. [●].
- k) That the Purchaser/Vendee shall have no right, title or interest in any other Apartment in the said Project except the said Apartment and any other Apartment which he may have purchased or may hereafter purchase by any other Deed.
- l) That the Purchaser/Vendee shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project; save and except at areas/places specifically earmarked for these purposes in the said Project.
- m) Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Purchaser/Vendee. The Purchaser/Vendee shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.

- n) The Purchaser/Vendee shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good condition and shall not do or suffer to be done anything in or to the any component of the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenatable repair and maintain the same in a fit and proper condition and ensure that the structural members of the Building are not in any way damaged jeopardising the structural stability of the building..
- o) The Purchaser/Vendee further undertakes, assures and guarantees that it would not put any signboard/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Project, Buildings or the said Apartment or the common areas. The Purchaser/Vendee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the building or the Apartment. Further, the Purchaser/Vendee shall not store any hazardous or combustible goods in the Apartment or place any material in the common areas.
- p) The Purchaser/Vendee shall neither encroach upon the common areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- q) If any damage is caused to the Apartment, common areas or to the Project on account of any act, negligence or default on part of the Purchaser /Vendee or his employees, agents, servants, guests, or invitees, the Purchaser/Vendee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter/Vendor or the association of apartment owners or the Maintenance Agency, as the case may be.
- r) The Purchaser/Vendee shall not tamper with any wall of the apartment as all walls in the apartment are structural elements of the building.. The Purchaser/Vendee is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Purchaser/Vendee shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Apartment owners in writing.
- s) The Purchaser/Vendee shall not cover or construct on the balcony(ies) reserved exclusively for the dedicated use of the Apartment owner and shall only use the same as open balcony(ies), as the case may be, and in no other manner whatsoever.
- t) The Purchaser/Vendee shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Purchaser/Vendee specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- u) The name of the Project shall always be '_____' and the Purchaser/Vendee or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Apartment owners shall not be entitled to change the same.

4. COMMON AREA & MAINTENANCE:

- (a) In order to provide necessary maintenance services, the Promoter/Vendor may, upon the completion of the said Project, hand over the maintenance of the said Project to any Body-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Promoter/Vendor in its sole discretion may deem fit and subject to applicable laws. The maintenance, upkeep, repairs, lighting, security etc., of the said Project including common areas, landscaping of the said Project will be organized by the Promoter/Vendor or its nominated Maintenance Agency. The Purchaser/Vendee agrees and consents to the said arrangement. The Purchaser/Vendee undertakes to pay maintenance charges which shall be fixed by the Promoter/Vendor or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Purchaser/Vendee shall be liable to pay interest at the rate of 18% per annum for non-payment of any of the charges within the time specified, failing which the Purchaser/Vendee shall be disentitled to the enjoyment of common services including electricity, water etc.
- (b) That the Purchaser/Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the promoter/Vendor or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the said Project and corresponding maintenance charges shall be bound by the rules & regulations as described in the Maintenance Agreement. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Project, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the promoter/Vendor or Maintenance Agency, for non/belated payments thereof.
- (c) The Purchaser/Vendee shall keep with the Promoter/Vendor/It's nominated maintenance agency an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Purchaser/Vendee in paying promptly the maintenance bills and other charges as raised by the nominated Maintenance Agency. The Purchaser/Vendee agrees to deposit said interest free maintenance security as per the schedule of payment given in said Agreement and to always keep it deposited with the Promoter/Vendor/Maintenance Agency. A separate Maintenance Agreement between the Purchaser/Vendee and the Promoter/Vendor or its Nominee/Maintenance Agency will be signed at a later date.
- (d) The Promoter/Vendor shall have the right to transfer the IFMS of the Purchaser/Vendee(s) collected by it to the Maintenance Agency/ Association of Apartment owners as the Promoter/Vendor may deem fit, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Purchaser/Vendee at any time upon execution of the Deed of Conveyance and thereupon the Promoter/Vendor shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any, of the Purchaser/Vendee on account of the same.
- (e) The Promoter/Vendor or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Apartment and/or building constructed thereon for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment including for disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc. The Purchaser/Vendee agrees to give notice of the provisions of this clause to his/her/their tenants, if any.
- (f) The common areas and facilities shall remain under the control of the Promoter/Vendor whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to the Association of Apartment owners or any other body or any other nominated maintenance agency.

- (g) The Purchaser/Vendee shall also be liable to pay to the Promoter/Vendor the township maintenance charges, pro-rata as may be determined by the Promoter/Vendor or its nominated Maintenance Agency in respect of the township. All such charges shall be payable and be paid by the Purchaser/Vendee to the Promoter/Vendor/ Maintenance Agency periodically as and when demanded by the Promoter/Vendor/ Maintenance Agency. The pro-rata shares so determined by the Promoter/Vendor/ Maintenance Agency shall be final and binding on the Purchaser/Vendee.

5. GENERAL:

- a) In the event of death of the Purchaser/Vendee, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter/Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
- b) The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Promoter/Vendor and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.
- c) The Purchaser/Vendee shall, after taking possession or deemed possession of the said Apartment, as the case may be, or at any time thereafter shall have no objection to the Promoter/Vendor/Vendor of other Apartments developing or continuing with the development of other Apartments adjoining the said Apartment sold to the Apartment Purchaser/Vendee.
- d) The Promoter/Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the said Project with various Governmental/Local Authorities for electric and sewer connection etc.
- e) The said Project shall always be known as “_____” and this name shall never be changed by the Purchaser/Vendees or anybody else.
- f) The provisions contained in the Agreement shall continue to apply, to the extent relevant.
- g) The terms and conditions contained herein shall be binding on the occupier of the said Apartment and default of such occupier shall be treated as that of the Purchaser/Vendee, unless context requires otherwise.
- h) That in case the Purchaser/Vendee(s) has availed loan facility for the purchase of the said Apartment, the Purchaser/Vendee hereby covenants with the Promoter/Vendor that after the execution and registration of Deed of Conveyance regarding the said Apartment, the original Deed of Conveyance shall be received by the Promoter/Vendor on behalf of the Purchaser/Vendee(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
- i) The Purchaser/Vendee shall get his/her/their/its complete address registered with the Promoter/Vendor at the time of booking and it shall be his/her/their/its responsibility to inform the Promoter/Vendor by Registered AD letter about all subsequent changes, if any, in his/her/their/its address. The address given in the application for allotment of the said Apartment shall be deemed to be the registered address of the Purchaser/Vendee until the same is changed in the manner aforesaid.
- j) In case of joint Purchaser/Vendees, all communication shall be sent by the Promoter/Vendor to the Purchaser/Vendee whose name appears first and at the address given by him/ it shall for all purpose be considered as served on all the Purchaser/Vendee(s) and no separate communication shall be necessary to the other named Purchaser/Vendee(s).

- k) All letters, receipts, and/or notices issued by the Promoter/Vendor or its nominee and dispatched Under Certificate of Posting /Regd. AD/Speed Post/ Courier Service to the last known address of the Purchaser/Vendee shall be sufficient proof of receipt of the same by the Purchaser/Vendee and which shall fully and effectually discharge the Promoter/Vendor /nominee.

6. **COURT JURISDICTION:**

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

SCHEDULE OF APARTMENT

All the rights, title and interest of the Promoter/Vendor into and upon that piece and parcel of land being a Apartment in the said Project as per the approved layout thereof by the concerned Authority and being numbered as **Apartment No.** of **Block/Tower No.** of the said Project, hence forth referred to as the Property of the Residential Project known as “_____”, situated at _____ and bounded as under:

- | | | |
|----------|---|---|
| a. East | : | . |
| b. West | : | . |
| c. North | : | . |
| d. South | : | . |

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

WITNESSES:

Signed for & on behalf of

1.

(PROMOTER/VENDOR)

2.

(PURCHASER/VENDEE)