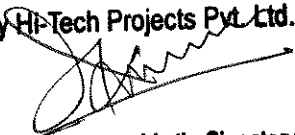


CONVEYANCE/SALE DEED

Type of Property : **Residential Plot**
Number : _____
Block/Sector Name : "____"
Plot Area : _____(Sq. Yrd.) / _____Sq. Mtrs.
Name of the Project : **"Suncity Anantam Vrindavan"**
Tehsil & District-Mathura, Uttar Pradesh.
Transaction Value : **Rs. _____/-**
Stamp Duty Paid : **Rs. _____/-**
Stamp No./Date : _____
Issued By : _____
Stamp Details : _____

For Suncity Hi-Tech Projects Pvt. Ltd.

Director / Auth. Signatory

This Deed of Conveyance is made & executed at Mathura (Uttar Pradesh) on this ____ day of _____.

By

M/s Suncity Hi-Tech Projects Private Limited (CIN No. U45201DL2005PTC143613), a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at LGF-10, Vasant Square, Plot-A, Sector-B, Pocket-V, Community Centre, Vasant Kunj, New Delhi – 110070 and its corporate office at Suncity Business Tower, Second Floor, Golf Course Road, Sector 54, Gurugram- 122002, Haryana and its PAN is AAJCS5668Q, represented by its Authorized Signatory.....(Aadhaar No.) authorized vide board resolution dated (hereinafter referred to as 'Vendor', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **ONE PART.**

AND

[If the Allottee is an individual]

Mr./Mrs./Ms.....son/daughter/wife of Mr.....aged about years, R/o..... (Aadhaar No.) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "Vendee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the **OTHER PART.**

OR

[If the Allottee is a Partnership Firm]

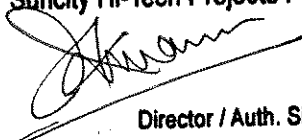
M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhaar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Vendee (s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the **OTHER PART.**

OR

[If the Allottee is a Limited Liability Partnership Firm (LLP)]

M/s LLP... (LLP IN.....), a Limited liability Partnership firm having its registered office at (PAN-.....), acting through its Partner Shri

For Suncity Hi-Tech Projects Pvt. Ltd.



Director / Auth. Signatory

(Aadhaar No.....), who has been duly authorized vide Authority Letter dated (hereinafter referred to as "Vendee(s)" which expression shall unless repugnant to the meaning or context thereof include its partners, authorized representatives, administrators, executors, successors, legal representatives and permitted assigns) of the OTHER PART.

OR

[If the Allottee is a Company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office atand its PAN is..... through Mr.(Aadhaar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Plot hereinafter, referred to as the "Vendee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

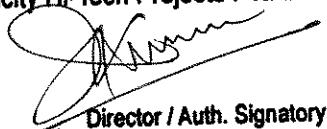
[If the Allottee is HUF]

Mr./Ms.(Aadhaar No.....) son/daughter/wife of..... aged about..... years 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, " Vendee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

WHEREAS the Government of Uttar Pradesh has announced the Hi-Tech Township Policy-2007 vide Government Order No. 3189/Eight-1-07-34 Vividh/03 dated 16th August 2007 which was superseded by Government Order no. 3872/Eight-1-07-34 Vividh/03 dated 17th September 2007 and read with Government Order number 4916/eight-1-07-34 Vividh/03 dated 27th August, 2008, 5397/8.3.08-34 Vividh/03 dated 2nd September 2008 and 6481/8-3-2008-24 Vividh/2008 dated 3rd January 2009 to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure.

AND WHEREAS the Vendor has signed a Memorandum of understanding on 24.12.2005 with Mathura Vrindavan Development Authority (An Authority constituted under the provisions of Uttar Pradesh urban Planning and Development Act, 1973) for the development of Hi-Tech Township at Mathura, Vrindavan and the High Level Committee constituted by the Government of Uttar Pradesh has selected the Vendor for development of Hi-Tech Township at Mathura, Vrindavan. A supplementary MOU on 27.04.2016 and

For Suncity Hi-Tech Projects Pvt. Ltd.


Director / Auth. Signatory

amendment to main MOU dated 24.12.2005 on 27.04.2016 were executed between Vendor and the Mathura Vrindavan Authority.

AND WHEREAS the total land area of the proposed Hi-Tech Township is 1500 acres and its conceptual detailed project report (DPR) submitted by the Vendor has been approved by the competent authority on 23.01.2016.

AND WHEREAS the land use of the site conforms to the development of Hi-Tech Township as per the Master Plan of 2021 of Mathura Vrindavan Development Authority or the land use has been converted by the Government of Uttar Pradesh for the purposes of Hi-Tech Township.

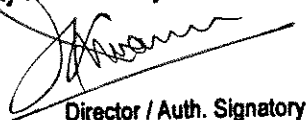
AND WHEREAS out of total 575 acres land situated in revenue estate of Village(s) Sunrakh Bangar, Mauja Jait and Mauza Chhatikra, Vrindavan, District Mathura (U.P.) known as "**Suncity Anantam**" (hereinafter referred to as the **Township**), the Vendor has developed a residential plotted project situated opposite Police Station Jait, Sector 2, Tehsil & District-Mathura, Uttar Pradesh abutting National Highway No. 2 over the land admeasuring 88.11 acres (approx.) "**said land**" by name and style of "**Suncity Anantam Vrindavan**" (hereinafter referred to as the "**said Project**") forming part of the Township. The layout of the said project / Township is approved by Mathura Vrindavan Development Authority vide File No. 10/V/16-17 on 27.05.2017 valid from 27.05.2017 to 26.05.2022 for the purpose of development of residential township consisting of plots & other facilities. The Vendor has carried out the requisite development activities on the aforesaid land and carved out plots of different sizes thereupon in accordance with the terms and conditions of the approved layout plan by the competent authority (hereinafter referred to as '**Phase-I**' of the said Project). The said Project forms a part of Suncity Anantam.

AND WHEREAS the Vendor is fully competent and entitled to develop and market, sell, book, to enter into Agreement for Sale with prospective purchasers/allottees, to receive the payment(s), to execute and register the sale deed in favour of the Purchasers and deliver the possession of the plots to their respective Purchasers in aforesaid Phase-I.

AND WHEREAS the Vendee(s) has examined all relevant documents relating to the right, title and eligibility of the Vendor on the aforesaid land/project and to execute the title deeds and after recording his/her full satisfaction with regard to the aforesaid facts, the Vendee(s) has applied to the Vendor for allotment of a Plot bearing no. ____ admeasuring _____ sq. yrd. / _____ sq. mtr. (hereinafter referred to as said "**Unit**" more-fully & specifically described under **Schedule-A** hereunder) in the aforesaid Phase-I and the Vendor and the Vendee(s) have entered into an Agreement for Sale dated _____, for the purchase of said Unit in Phase-I of the said project.

AND WHEREAS the Vendee(s) has inspected the site/phase, lay-out plans and other documents of the Said Project/Township/Phase-I and has understood and satisfied himself/herself about the rights, title and interest of Vendor in the said land and the rights of Vendor to develop and market the Said Unit. The rules and regulations, laws applicable to

For Suncity Hi-Tech Projects Pvt. Ltd.



Director / Auth. Signatory

the Said Project, terms and conditions of sale/allotment of Properties contained in the Said project/Phase-I, obligations and limitations of the Vendee(s) in respect thereof have been explained by Vendor and understood by the Vendee(s) and there shall not be any objection by the Vendee(s) in this respect. The Vendee(s) acknowledges and confirms that the Vendor has readily provided all information/clarification as required by him and the Vendee(s) has relied solely on his/her/its own judgment and investigation in deciding to enter into this Indenture of sale and to purchase the said Unit. The Vendee(s) is also aware and acknowledges that Vendor has entered or shall be entering into separate agreement/sale deeds with other persons interested in acquiring various other Properties in the Said Project that may be adjacent to / adjoining to the Said Unit. The Vendor has further clarified to the Vendee(s) that this Indenture of sale is confined and limited in its scope only to the Said Unit.

AND WHEREAS the Vendor, relying on the confirmations, representations and assurances of the Vendee(s) to faithfully abide by all the terms, conditions and stipulations as contained in this Indenture of Sale and accordingly the parties have entered into this Sale deed on the terms agreed and conditions recorded herein.

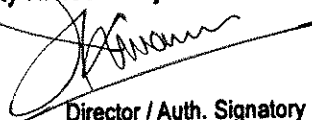
NOW, THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in consideration of the Vendee(s) having paid a sum **Rs. _____/-** **[Rupees _____ Only]** towards Total Price of the said Unit, the receipt whereof the Vendor doth hereby admits & acknowledges, the Vendor hereby sell, transfer, assign and assure unto the Vendee(s) all its/their rights, title and interest, in favour of the Vendee(s), absolute and forever in the said Unit as more-fully described in the **Schedule-A** herein-below and more clearly shown within Red Band in the Site Plan annexed herewith as **Schedule-B** together with all title, rights, possession, interest with the said Unit and to HAVE and to HOLD the same forever as its absolute owner, exclusively for his/her and for his/her heirs, legal representatives and assigns, etc. The details of consideration made by the Vendee(s) to the Vendor is described hereunder:

S.No.	Cheque No.	Date	Amount	Bank
1.				
2.				
3.				

2. That the Vendor doth hereby declare that notwithstanding any act, deed, matter or thing whatsoever by the Vendor done or executed or suffered to the contrary, the Vendor is/are lawfully, absolutely and exclusively and otherwise well and sufficiently entitled to the said Unit being hereby granted, conveyed, and transferred by way of this deed.
3. That the actual physical possession of the said Unit has been handed over by the Vendor to the Vendee(s) simultaneously with execution of this Sale Deed and now the

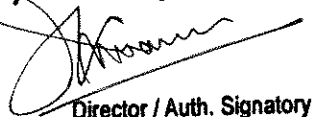
For Suncity Hi-Tech Projects Pvt. Ltd.


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Vendee(s) is in actual physical possession of the said Unit hereby sold, as its true and absolute owner. The Vendee(s) has satisfied itself and confirms to have no claim against the Vendor in respect of any item of work in the said Unit or in the said Project, which may be alleged not to have been carried out or completed or for any other design, specifications, boundary/roads/sewerage/water/electricity connection materials used or for any other reason whatsoever and the Vendee(s) shall be entitled to the use and occupation of the said Unit without any interference but subject to the terms and conditions, stipulations and restriction contained herein.

4. That after execution of this deed, the Vendor is now left with no right, title, interest, claim or concern of any nature in the said Unit and the Vendee(s) has become the absolute owner of the said Unit, with full right to use enjoy, sell and transfer the same as absolute owner without any objection/hindrance by the Vendor or any other person claiming through or under the Vendor.
5. The Vendor doth hereby covenant with the Vendee(s) that the Vendee(s) shall and may at all times hereinafter peacefully and quietly possesses and enjoy the said Unit without any interruption or interference whatsoever from the Vendor.
6. That the Vendor hereby assure the Vendee(s) that the Vendor have neither done nor been party to any act whereby the Vendor's rights and title to the said Unit may in any way be impaired or whereby the Vendor may be prevented from transferring the said Unit in favour of the Vendee(s).
7. That the Total Price of the said Unit is inclusive of proportionate cost of common areas, development charges etc. payable to the Vendor/competent authorities, as the case may be. The Vendee(s) shall pay any amount payable due to increase on account of development charges payable to the competent authority and/or any other increase in these charges which may be levied or imposed by the competent authority, retrospectively or prospectively. The Vendee(s) has further agreed that if such development charges are increased or enhanced prospectively or retrospectively or any other new charges are levied by the Statutory Authorities, against the said Unit/project; even after the execution of this sale deed; then such charges shall be treated as unpaid statutory charges on the said Unit and the Vendee(s) agrees to pay the same on demand from the Vendor(s) failing which the Vendor(s) shall have the first charge/lien on the said Unit for recovery of such charges from the Vendee(s). In case the present Vendee(s) further sells/transfers the said Unit and the demand in respect of the said Unit is raised subsequently, the new Vendee(s) shall be required to pay the same and the Vendee(s) agrees to convey/incorporate this clause in the subsequent Sale Deeds. The Vendor shall be entitled to connect the electricity and water supply for the project from the appropriate authority, however, the cost of such installation, running & maintenance of pumping, sub-power station, transformers, sewerage treatment plant (if any), etc. alongwith applicable Taxes including GST shall be paid separately /extra by the Vendee(s) on proportionate basis, quantum of which

For Suncity Hi-Tech Projects Pvt. Ltd.

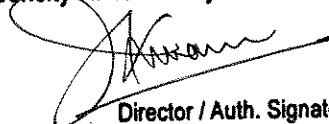


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has been /shall be decided by the Vendor or its nominated maintenance agency at its sole discretion and the same shall be conclusive and binding on the Vendee(s).

8. That from the date of application for allotment of the said Unit, the Vendee(s) shall be solely liable to pay all government charges, rates, taxes including Goods and Services Tax (GST), assessments, duties or levies of all and any kind by whatsoever name called, whether levied now or in future with respect to the said Unit imposed by the Govt./Semi Govt. authorities/ Municipality or any other charges, which may be levied by any government, Mathura-Vrindavan Development Authority/Municipal Corporation/Government/ Statutory or Local Authority for the provision of external and/or peripheral services and/or attributable to the said Unit. In the event of any increase in such charges, rates, taxes, duties or levies whether prospectively or retrospectively, whether before or after the execution of this Deed; the same shall be treated as unpaid sale price of the Unit and the Vendor shall be entitled to recover the same from the Vendee(s). However, it shall be the liability, jointly and severally, of the Vendee /Transferee / subsequent buyer with respect to the unpaid amount towards Maintenance charges, electricity charges or any other charges along with interest or penalty if any payable by the Vendee(s) at the time of transfer of the said unit. The Vendee / transferee / subsequent buyer of the said unit shall be liable to pay the administrative charges (as applicable from time to time) to record his / her /its name (in the records maintained by the Vendor / Maintenance Agency / Association) as an owner of such unit.
9. That the Vendee(s) shall use the said Unit for residential purposes only and shall not to use the said Unit or permit the same to be used for purposes other than what is residential or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Units adjacent to his/her Unit or in any manner which interferes with the passage or amenities in the said Project.
10. That the Vendee(s) acknowledges and confirms that the Vendee(s) has read and understood the Real Estate (Regulation and Development) Act, 2016 and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 with amendments and the Vendee(s) is in full agreement that the Vendor has followed with all applicable provisions of the same in true letter and spirit. The Vendee(s) further confirms to comply with and perform his/her/their respective obligations as stipulated under the Real Estate (Regulation and Development) Act, 2016 and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 or any statutory amendments or modifications thereof.
11. That the Vendee(s) shall have no right, title or interest in the remaining part of the said project and Township such as parks, recreational equipments, pavements, electricity poles, footpaths, roads and other Units or areas & other installations, etc. except the right of ingress and egress from the common approach roads. The Vendee(s) further acknowledges that the Vendee(s) or any other person(s) claiming through him/her/them shall not be entitled to bring any action or claim for partition or

For Suncity Hi-Tech Projects Pvt. Ltd.

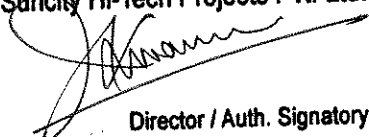


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division of the common area or facilities or any part thereof in any manner whatsoever.

12. That the green lawns, parks and common areas in the Project shall not be used by the Vendee(s) for conducting any personal functions such as marriages, birthday parties, social gatherings etc. The same can be conducted at any common space if any provided in any block/phase/project on cost sharing basis with prior permission of the Vendor or its maintenance agency till the handover of the Project to the association of allottees or any government agency as the case may be.
13. That the Vendee(s) agrees and undertakes that he/she shall not object to the Vendor developing/constructing or continuing to develop/construct other Units/building on adjoin land to the said Unit in accordance with the approvals and permissions. The Vendor shall develop and complete the project in accordance with the plans, specifications and amenities as approved by the competent authorities from time to time. The Vendor may affect such variations, additions, alterations, deletions and modification therein as it may deem appropriate and fit with the prior consent of the Allottee(s). The Vendor shall intimate the Vendee(s) by written communication and the Vendee(s) also undertakes to reply within 15 days of communication by the Vendor in this regard, if so required. And in the event the Vendee(s) fails to reply in that event it shall be presumed that the Vendee(s) has granted his/her/their consent. However, prior consent of the Vendee(s) shall not be required if there is change, modification or alteration in the layout plan, zoning plan, amenities or specification if such charges, modification or alteration is required by the Government or Competent Authorities, Court Order or due to change in law or statute, policies or such change, modification or alteration is minor in nature.
14. That the Vendee(s) shall neither himself do, nor permit anything to be done that may damage any part of the adjacent Unit/s etc. or violates any rule, regulations, circulars or bye-laws of the Local Authorities or the Association of Association of Unit Owners or Maintenance society, as the case may be.
15. That the Vendee(s) do hereby agree with the following covenants:
 - (i) To maintain the Said Unit at its own costs, so as to keep the Said Unit in good state and condition from the date of taking possession of the same and not do or suffer to be done anything, in or to the neighboring areas or any part of the Said Land in which the Said Unit is situated which is against the rules, regulations or bye/laws of the concerned local authority and/or co-operative society or the society of residents of township.
 - (ii) Not to cover any adjacent area, nor at any time make or cause to be made, any additions or alternations of whatsoever nature in or to the Said Unit or any part thereof, and shall keep the sewers, drains and pipes in good conditions.

For Suncity Hi-Tech Projects Pvt. Ltd.



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- (iii) The Vendee(s) shall not sink, drill, install and/or commission any well/ bore well / tube well within the Said Unit or anywhere outside the area of the Said Unit sold to him/it.
 - (iv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in any part of the Said Phase/Project/Township or any portion of the Said Land.
 - (v) To permit the Vendor/Maintenance Agency, on prior intimation, and their servants and agents, whether with or without workmen, at all reasonable times, to enter into and upon the Said Unit or any part thereof, to view and examine the state and condition thereof and for maintenance purpose.
 - (vi) To abide by all the terms & the conditions of this Indenture of sale and the applicable laws and to indemnify for any such act that results in loss owing to any contravention or non-compliance of any of the provisions of the Indenture of sale.
 - (vii) Not to raise construction in the said Unit beyond the applicable laws governing FAR, height and other conditions of local authorities.
 - (viii) Not to permit installation of any Telecom Tower or Antenna or Advertisement Tower/Hoardings or any other and similar type of objectionable equipments which are in contravention with applicable laws.
16. That from the date of offer of possession of said Unit, the maintenance of the said Unit shall be the exclusive responsibility of the Vendee(s).
17. That the Vendee(s) undertakes to join any association/ society of Unit owners to be formed under relevant provisions of the Real Estate (Regulation and Development) Act, 2016 and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary for this purpose. The Vendee(s) agrees and undertakes that after handing over of the maintenance of the Said Project to the Association of Unit Owners or Maintenance society, as the case may be, the Vendee(s) shall be liable to pay Maintenance charges alongwith applicable taxes (including GST) for the maintenance of the common areas & facilities connected with the Said Project to such Association of Unit Owners or Maintenance society, as the case may be. The Vendee(s) shall promptly pay all such Maintenance Charges alongwith applicable taxes (including GST) as demanded by the Association of Unit Owners or Maintenance society, as the case may be.
18. That till such time the common maintenance of the said residential Project is handed over to any Association of the Unit owners or Maintenance Society or Municipal Corporation, as the case may be and in order to provide necessary maintenance services, the entire maintenance, upkeep, preservation and operation of common

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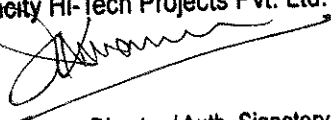


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services/common areas in the residential Project shall be done by the Vendor or its nominated maintenance agency on the terms & conditions and charges to be determined by the Vendor or its nominated maintenance agency from time to time. The Vendee(s) shall/has execute a separate Maintenance Agreement with the Vendor/Maintenance Agency in this regard and also undertakes to abide by the terms & conditions of the Maintenance Agreement. The Vendee(s) shall pay such charges together with charges for any replacement/up-gradation/additions/ major repair(s) etc. of plant, machineries and equipments, etc. promptly as per the Bills raised by the Maintenance Agency from time to time. It is specifically made clear and it is so agreed by the Vendee(s) that this condition relating to the maintenance charges/etc. as stipulated in this clause shall survive the conveyance of title in favour of the Vendee(s) and Vendor or its maintenance agency/Mathura-Vrindavan Development Authority/Municipal Corporation/local body or association shall have first charge/lien on the Unit/land or any constructions thereupon in respect of any such non-payment of shortfall or increases as the case may be. The Vendee(s) 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(s) has assured the Vendor and the Maintenance Agency that the Vendee(s) shall not withhold, refuse, or delay the payment of maintenance bills raised by the Maintenance Agency in the event of non-execution of the Maintenance Agreement or for any other reason whatsoever. Non-payment of any such charges within the specified time shall also disentitle the Vendee(s) to enjoyment of common services and the Vendor/Maintenance Agency/RWA/etc. shall be at liberty to disconnect all such services without any notice to the Vendee(s). The Vendee(s) agrees & consents the above arrangement and will not question the same singly or jointly with other Vendee(s)/ residents or occupants. The Vendee(s) shall be liable to pay interest free maintenance security, sinking fund, common maintenance charges, etc. as determined by the Vendor or the maintenance agency from time to time depending on the cost of labours/raw materials/machineries or equipments, etc. for maintaining such services, such as maintenance of internal roads, water supply system, sewerage disposal system, external electricity supply, general watch & ward, upkeep of parks, conservatory services, common security, upkeep of common areas, etc. in the said project and the Vendee(s) also agrees to pay any such amounts or charges as may be deemed fit by the Vendor or the Maintenance Agency/RWA/etc. for common benefit of all. The Vendee(s) understands and shall, prior to sale/transfer of the said Unit to any other person, obtain NOC/No Objection from the Vendor/Maintenance Agency/RWA (as the case may be) by clearing his/her entire dues or outstanding including Maintenance Charges; failing which, it shall be deemed that the new Vendee(s)/intending purchaser is aware of the outstanding dues and has stepped into the shoes of the present Vendee(s) and shall be liable to clear all the outstanding from his/her own pocket.

19. That the Maintenance charges for maintaining the common areas of the said Phase-I/entire Project including roads, parks, street, lights, sewer and water connection etc. of the Project only shall be fixed by the Vendor/Maintenance Agency depending upon the Maintenance costs which may change from time to time. The Vendee(s) shall allow

For Suncity Hi-Tech Projects Pvt. Ltd.

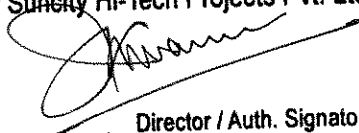


Director / Auth. Signatory

the maintenance team of the Vendor or Maintenance Agency appointed by Vendor to have full access to and thorough his Unit and constructions made thereupon for the periodic inspection, maintenance and repair of any common services therein.

20. That the Vendee(s) acknowledges that the maintenance agency may in its sole discretion get the common infrastructures/equipments or machineries/ installations insured on behalf of the Vendee(s) and the Vendee(s) agrees to pay the cost of the same as the part of the maintenance bill raised by the maintenance agency. The Vendee(s) shall not do or permit to be done any act or thing which may render void or voidable any such insurance or cause increased premium to be payable in respect thereof, for which the Vendee(s) shall be solely responsible and liable.
21. That the Vendee(s) confirms and acknowledges that all the terms and conditions of the Agreement for Sale and the recitals hereinabove shall be deemed to have been incorporated in this sale deed save and except those of the terms and conditions of the agreement which are at variance with the terms and conditions contained in this sale deed in which case, the terms and conditions contained herein shall prevail. The Vendee(s) further agrees to incorporate the details herein and particularly the terms related to the Maintenance of the Project in all future Sale Deeds, at the time of subsequent sale/transfer of the Unit or constructions made there upon; and not mention of any clauses herein in subsequent Sale Deeds, shall not be a waiver of the terms recorded herein to the new/subsequent purchaser.
22. That the Vendee(s) acknowledges that if any clause of this sale deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this sale deed and to the extent necessary to conform to the applicable laws and the remaining provisions of this sale deed shall remain valid and enforceable in laws.
23. That the Vendee(s) shall abide by all the laws, bye laws, rules and regulations of the Government/Mathura-Vrindavan Development Authority/Municipal Corporation, local authorities etc. relating to the said Unit/Project or any residential structures constructed thereupon. The Vendee(s) has undertaken and doth hereby undertakes that the Vendee(s) shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the Competent Authority; and that the Vendee(s) does hereby indemnifies the Vendor/maintenance agency from any liability or penalty in that behalf. The Vendee(s) acknowledges that this Sale Deed is subject to all laws & notifications and rules applicable in respect of the said Unit or the Project for the time being in force, including the terms & conditions of the approvals or sanctions granted by Competent Authorities for setting up of Residential Township Project on said land.

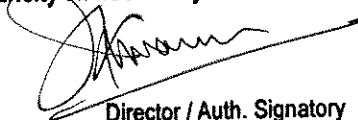
For Suncity Hi-Tech Projects Pvt. Ltd.



Director / Auth. Signatory

24. That the Vendee(s) agrees to adhere all applicable State Building Bye-laws, Rules & Regulations, circulars or notifications (if any) for the purposes of raising constructions on the said Unit; and the Vendee(s) assures that the said shall be done strictly in accordance with the zoning regulations and upon obtaining appropriate approvals from the concerned authorities. Failure on part of the Vendee(s) to comply with the statutory obligations or requirements, etc., the Vendee(s) shall solely be responsible for the same and the Vendee(s) hereby agrees to keep the Vendor harmless & indemnified from all penalty, compensation, etc. in this regard. The Vendee(s) shall not carry out 'Fragmentation/sub-division' or merging or joining of the said Unit(s) under any circumstances; failing which the Vendee(s) shall be solely and exclusively liable for all consequences and expenses, costs, etc. principally (if any) with the Mathura-Vrindavan Development Authority/Municipal Corporation or any other concerned authority. However, any common wall built on adjoining Units shall be jointly owned and used equally for support whether vertical or lateral, etc. by the respective Unit owners. The area of Unit will include half of the area to be covered by such a common wall.
25. That the Vendee(s), if resident outside India, NRI and/or PIO shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India.
26. That all expenses such as Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of the Conveyance Deed in respect of the said Unit have been paid by the Vendee(s). The Vendee(s) shall be liable for any deficient in stamp duty and/or any other charges/taxes, etc. if found after the execution/registration of this presents; and the Vendor shall not be responsible or liable in any manner and the Vendee(s) doth hereby indemnify the Vendor from any loss, injury or damages caused from the entire transaction.
27. That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision.
28. That the use of any gender in this deed or use of singular or plural expressions anywhere in this deed 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 deed and the same shall be read and construed accordingly as the context demands.
29. That the Courts at Mathura, Uttar Pradesh shall have the exclusive jurisdiction to entertain and decide the disputes and differences, if any, which might arise between the parties with regard to the meaning, interpretation, implications and implementation of this Deed.

For Suncity Hi-Tech Projects Pvt. Ltd.



Director / Auth. Signatory

30. It is specifically made clear to the parties that schedule(s) annexed with this deed shall form an integral part of this deed and the same shall be binding upon the parties.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seal the day, month and year first above written.

SIGNED SEALED AND DELIVERED

IN PRESENCE OF:

WITNESSES:-

1. _____

VENDOR

2. _____

VENDEE(S)

7

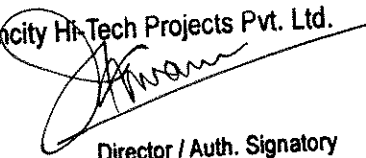
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SCHEDULE OF SAID UNIT (SCHEDULE A)

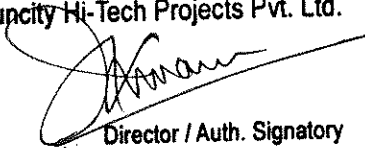
All that piece & parcel of a Residential Plot/Unit No. ____ admeasuring _____ sq. yrd. / _____ sq. mtr. situated at Suncity Anantam Vrindavan, First Phase opposite Police Station Jait, Sector-2, Tehsil & District- Mathura, Uttar Pradesh abutting National Highway No. 2, as per attached map and surrounded as under :-

East - _____
West - _____
North - _____
South - _____

For Suncity Hi-Tech Projects Pvt. Ltd.

Director / Auth. Signatory

SCHEDULE-B
SITE PLAN

For Suncity Hi-Tech Projects Pvt. Ltd.

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a series of loops and a long horizontal stroke extending to the right.

Director / Auth. Signatory