

This draft of the Sale Deed / Conveyance Deed is indicative and is subject to change, variation and modifications at the time of execution thereof or at the instance of sanctioning authority.

SALE DEED
FOR SALE OF RESIDENTIAL APARTMENT / UNIT

Present market value :
Total Sale Consideration :
Total Super Area :
Covered/Built-up Area :
Carpet Area :
Stamp Duty :
Car Parking (if any) :
Tower :
Unit No/Apartment No. :
Project :
UPRERA Reg. No. :
Phase (if applicable) :
Floor :
Total Floor :
Circle rate (flat) : **Rs._____ per sq. meters**

(Authorized Signatory)
Vendor

Vendee(s)

CONVEYANCE DEED

This Conveyance Deed (hereinafter referred to as “**Deed**”) is made and executed at _____, Uttar Pradesh on this _____ day of _____ 2025;

BY AND BETWEEN

THEMECOUNTY PRIVATE LIMITED (CIN No. U70109UP2022PTC167779) a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 8th Floor, Plot No. 15, Sector 135, Noida, Gautam Buddha Nagar, Uttar Pradesh 201305 (PAN- AAJCT5443N), represented by its authorized director/signatory _____ authorized vide board resolution dated _____ (hereinafter referred to as the “**Vendor**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns); the party of the **First Part**;

AND

-----NA ----- (Aadhar No. _____ NA _____), , aged about _____ yrs, residing at , (PAN _____ NA _____), -----NA ----- (Aadhar No. _____ NA _____), , age about _____ yrs, residing at , (PAN NA _____), -----NA -----, (Aadhar No. _____ NA _____), aged about yrs, residing at, (PAN _____ NA),

hereinafter called the “**Vendee**”, singly/jointly, as the case may be, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) , the party of the **Second Part**.

The **Vendor** and the **Vendee** shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policies announced a Hi-Tech Township Policy as issued and notified by Government Order No. 3189/Eight-1-07-34-Vividh/03, dated 16th August, 2007, and subsequently revised by Government Order No. 3872/Eight-1-07-34-Vividh/03, dated 17th September, 2007 and Government Order No. 4916/Eight-1-07-34-Vividh/03, dated 27th August, 2008, which were issued in continuation of Hi-Tech Township Policy-2003 announced by Government of Uttar Pradesh vide Government Order No. 6087(1)/9-Aa-1-2003-34-Vividh/03, dated 22th November 2003, to be known as the (hereinafter collectively referred to as “**Hi-Tech Township Policy**”) to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure and for which it invited the proposals for development of Hi-Tech Township in the State of Uttar Pradesh.
- B. The High Power Committee was duly constituted by the Government of Uttar Pradesh for selection of developers and that the committee thereby selected consortium of **UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956/2013 having its registered at Mezzanine Floor, M-4, South Extension Part-II, New Delhi 110049 (“**Erstwhile Owner**”) for the development of the Hi-Tech Township at the location on National Highway 24 near the town Ghaziabad in the State of Uttar Pradesh (“**Hi-**

(Authorized Signatory)
Vendor

Vendee(s)

Tech Township"), and granted License dated 21.05.2005 bearing No. 2712-8/1-05 ("License") to the Erstwhile Owner for development of the Hi-Tech Township.

- C. In terms of the Hi-Tech Township Policy, a Memorandum of Understanding dated 30.11.2005 (further amended/revised vide revised/amended MOU dated 17.02.2010) was signed between Ghaziabad Development Authority ("GDA") and the Erstwhile Owner. Thereafter, Erstwhile Owner accordingly submitted its Detailed Project Report and subsequently revised Detailed Project Report dated 21.09.2010 (hereinafter collectively referred to as "DPR") before GDA for its approval.
- D. The said DPR for the entire Hi-Tech Township submitted by Erstwhile Owner was approved by the GDA, comprising of approximately 4196 acres of land ("DPR Land"). Further, the detailed Layout Plan of the DPR Land was approved by GDA and in pursuance to which a revised Development Agreement dated 09.10.2024 was signed between GDA and Erstwhile Owner in terms of the Hi-Tech Township Policy of the Uttar Pradesh Government.
- E. Erstwhile Owner, for development of the Hi-Tech Township situated at NH-24, near Ghaziabad, Uttar Pradesh, under the name and style of "**Wave City**" on the DPR Land (hereinafter referred to as "**Township**") allotted plots of different sizes to the prospective purchaser(s). In terms of Hi-Tech Township Policy and as a part and parcel of the said Township, Erstwhile Owner has developed plots for group housing usage on land earmarked for such use, as per the layout plan dated 10.10.2024, bearing No. 1503/M.P/2024-25/Zone-5 approved by GDA.
- F. Erstwhile Owner, being the sole, exclusive and absolute owner of the group housing plot admeasuring 53,939.495q. mtrs, bearing Plot No. GH-10, Cherrywood Enclave, Sector- 8, in Wave City, NH-24, Near Ghaziabad, Tehsil Dadri, Distt. Gautam Buddha Nagar, Uttar Pradesh. ("Said Plot"), having permissible Floor Area Ratio (FAR) of 3.50 as per the approved Master Plan of the said Township, had the rights to sell, transfer and convey the same to prospective purchasers for the purpose of developing a group housing project alongwith other facilities and amenities.
- G. The GDA, vide letter dated 10.10.2024 bearing No. 1503/M.P/2024-25/Zone-5, has approved the layout of the Said Plot forming part of the said Township.
- H. Erstwhile Owner executed an Agreement to Sell dated 20.11.2024 in favour of the Developer, thereby agreeing the terms upon which the Said Plot was to be sold, transferred and conveyed by Erstwhile Owner in favour of the Developer.
- I. Subsequently, Erstwhile Owner and the Developer executed a Conveyance Deed dated 12.12.2024 (*duly registered before the Sub-registrar at Gautam Budh Nagar on 12.12.2024 at Serial No. 66411 in Book No. 1, Volume No. 29760 on Pages 155 to 214*). Pursuant to the Conveyance Deed dated 12.12.2024, the Developer became the sole, exclusive and absolute owner of the Said Plot; and thereafter took over the vacant, peaceful and physical possession of the Said Plot from Erstwhile Owner vide Possession Certificate dated 12.12.2024.
- J. In the manner stated above, the Developer has acquired a clear and marketable title over the Said Plot. The Developer has the absolute and unfettered rights with possession of the Said Plot to develop and market the entire Project upon the Said Plot in the manner stated above and to sell the apartments/units developed thereupon.
- K. The Vendor is developing and constructing/has developed a group housing project on the Said Plot

under the name and style of “**JADE COUNTY**” (“**Project**”), comprising residential apartments/flats/commercial spaces and units.

- L. The Vendor has registered the Project under the provisions of the Act with the Authority, having Registration No. _____ dated _____.
- M. The Vendee being desirous of purchasing a flat/apartment/commercial space/unit in the Project applied for allotment of a flat/apartment/commercial space/unit via Application Letter dated _____ (“**Application**”). Subsequently, vide Allotment Letter dated _____ (“**Allotment Letter**”), the Vendee was allotted an apartment/unit bearing no. _____ having approx. _____ sq. mtr. (_____ sq. ft.) of Carpet Area approximately _____ sq.mtr (_____ sq. ft.) of Super Area approximately _____ sq. mtr. (----- sq. ft.) of Built-Up Area and approximately _____ sq. mtr. (_____ sq. ft.) of balcony/terrace area on Floor in Block/Tower/Building No. _____ (“**Building**”), along with One Covered Parking (if applicable) (hereinafter referred to as the “**Unit**”/“**Apartment**” and more particularly described in **Schedule A** annexed hereto and demarcated under the layout/site plan contained under **Schedule B**) and right in the common areas of the Project as per provisions Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (*detailed under Schedule I of this Deed*).
- N. Subsequent to the allotment of the Unit/Apartment in the Project, the Parties executed an Agreement for Sale dated _____ (“**Agreement**”). Basis the representations made, and consideration paid (*as mentioned herein*) by the Vendee, the Vendor has agreed to transfer, convey and deliver the said Unit/Apartment to the Vendee as per terms contained under the present Deed. The Vendee has agreed to observe the covenants, terms and conditions as laid down in this Deed and also the terms and conditions specified in the Allotment Letter and the Agreement for Sale.
- O. The Vendee hereby confirms that he/she has understood that the Project, including the tower in which the above apartment is located, common areas, amenities, club and other services developed and handed over along with, common areas, amenities and facilities proposed to be developed in the Project as more clearly described and depicted in the layout plan as sanctioned/approved by the Vendor.
- P. The Vendee has also understood that the construction, structures, facilities and amenities and their earmarked uses as may be modified/amended by the Vendor in accordance with the approvals received/to be received from GDA and other competent authorities, at any stage, as per the applicable laws, to which the Vendee shall have no objection, and such changes/modifications shall be binding on both the Parties.
- Q. The Vendee has carried out independent inspection of the building plans and building of the said Apartment and has also satisfied himself/herself as to the soundness of structure and construction thereof as well as conditions and descriptions of all fixtures and fittings, installed and/or provided therein. The Vendee has also inspected the common areas, amenities and passages, appurtenant to the said Apartment/Unit and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the said Project and agreed to take over the possession of his/her Apartment/Unit and enter into the present Deed.
- R. The Vendee acknowledges that the Vendor is within its sole discretion and authority to carry out future construction/expansion in the left-out area of the Said Plot (*if any*) in accordance with the sanction plans of the Project/Said Plot. The Vendor agrees and undertakes that it shall not make

any changes to the approved plans except in strict compliance with Section 14 of the Real Estate Regulatory Authority Act, 2016 (“**Act**”) and other laws as applicable. The drawings and the plans of the Project have been displayed at the site office of the Project, at the marketing & sale office and on the official website of the Vendor and also the website of Uttar Pradesh Real Estate Regulatory Authority (“**Authority**”)/“**UPRERA Authority**”).

- S. The Parties have gone through all the terms and conditions set-out in this Deed and understood the mutual rights and obligations detailed herein.
- T. The Parties hereby confirm that they are executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc., applicable in the State of Uttar Pradesh with respect to the Project/Said Plot.
- U. In accordance with the terms and conditions set-out in this Deed and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Vendee hereby agrees to purchase the Unit/Apartment, the particulars of which have been set- out hereunder.

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

In consideration of the amount of **Rs. _____/- (Rs. _____ (“Total Price”))**, which includes the cost of the Apartment and the undivided proportionate interest in the land underneath the Building/tower where the Unit/Apartment is situated, paid by the Vendee, the receipt of which is hereby acknowledged, the Vendor does hereby transfer and convey to the Vendee the above said dwelling Apartment/Unit bearing No. _____ having super area _____ sq. ft. (____ sq. mtrs.) and covered/built-up area of _____ Sq. Ft. (i.e. _____ Sq. Mtrs.) and **carpet area (as per RERA) of _____ sq. ft. (or _____ sq. mtrs.)** along with one car parking in the Project i.e. ‘_____’ developed upon the Plot No. GH-10, Cherrywood Enclave, Sector- 8, in Wave City, NH-24, Near Ghaziabad, Tehsil Dadri, Distt. Gautam Buddha Nagar, Uttar Pradesh., , the details of which are more particularly described in Schedule of dwelling Apartment/Unit and plan annexed hereto on the following terms and conditions:

1. The vacant and peaceful possession of the above-described dwelling Apartment / Unit has been handed over to the Vendee to the complete satisfaction of the Vendee and the Vendee has taken over the same on to their complete satisfaction in respect of its area, location, dimensions, specifications, quality of construction etc. and there is no issue whatsoever in this regard in terms of the Agreement. Since the Vendee has completed due diligence to his/her/its complete satisfaction, the Vendee undertakes not to raise a dispute on any of the abovementioned aspects either in present or in future. The Vendee further acknowledges that all amenities which were promised by the Vendor, have been provided to the Vendee to his/her complete satisfaction by the Vendor. The Vendee further confirms that he/she has checked and verified the title of Vendor in the Said Plot and is completely satisfied with respect to the same. That in pursuance of the Agreement for Sale dated _____ and for the Total Price of Rs. _____ (Rupees _____ Only) paid by the Vendee, the Vendor does hereby transfer, convey and assign by way of sale unto the Vendee the entire rights, title, interest in the Apartment/Unit under the applicable law and proportionate share in the common areas, with all rights, liberties, privileges, easements necessary for the enjoyment of the Apartment/Unit absolutely and forever in favour of the Vendee subject to the terms and conditions set herein forth and permitted and laid down by the authorities on this behalf.

2. That the Total Price has been paid by the Vendee to the Vendor in the following manner, the receipt of which the Vendor hereby admits and acknowledges:

S. No.	In Favour of	RTGS/Cheque No.	Dated	Amount (INR)
1.	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]
3.	[•]	[•]	[•]	[•]

3. That the Vendee has paid his share of External Development Charges (“EDC”) and Infrastructure Development Charges (“IDC”) as applicable and payable to the Government or the Concerned/Local Authority. The Vendee further agrees to pay any additional sum/charges which may be levied by the Government or the Concerned/Local Authority for the provision of any services for the said Unit/Apartment. In case of revision/increment, including those of EDC & IDC, the same shall be payable by the Vendee on demand by the Vendor. If such charges are increased (including retrospective effect) and the same becomes due and payable, the Vendee shall pay the same and such charges shall be treated as unpaid Sale Consideration for the said Unit/Apartment and the Vendor shall have lien on the said Unit/Apartment for recovery of such charges. The Vendee agrees that in case of increase in EDC/IDC, whether prospective or retrospective, the same shall, including interest thereon, be borne by the Vendee in proportion to the area of the said Unit/Apartment.

4. That all the taxes, charges, levies whether levied or leviable in respect to the said Apartment from the date of execution of this Deed or due date of possession of the said Apartment, whichever is earlier, shall be payable by the Vendee alone and the Vendee shall have no obligation qua the same.

5. That the Vendee has confirmed to the Vendee that the Vendee is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project in general and the said Apartment in particular and the Vendee agrees and undertakes to abide by all such laws, bye-laws, rules, regulations, notifications etc. as may be made by the Govt./Local Authority/agencies relating to the Project and the said Apartment.

6. That the said Apartment conveyed under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree court attachment, etc. The Vendee hereby confirms that they have inspected the said Apartment and found the same in good and satisfactory order and the Vendee is fully satisfied with the specifications of the said Apartment.

7. That the upkeep and maintenance of common/open areas and facilities in the Project shall be discharged by the Vendor (or its nominee/assignee) through a maintenance agency (“**Maintenance Agency**”). The Vendee agrees, to execute a separate Maintenance Agreement with said Maintenance Agency and strictly adhere to same and to promptly pay all demands, charges, bills etc. raised by the said Maintenance Agency. The Vendee undertakes to abide by all the rules/byelaws framed by the Maintenance Agency for the Project. The Vendee understands and acknowledges that the Maintenance Agency shall be appointed on a principal-to-principal basis, and the Vendee hereby agrees and confirms that Maintenance Agency shall be solely and exclusively liable (be it tortious, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee. The Vendee hereby expressly discharges the Vendor (or its nominee/assignee) from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.

8. That the Maintenance Agency appointed by the Vendor shall maintain and upkeep the common areas of the Project until the same is transferred/assigned to the association or society of the apartment owners of the Project. The Vendee undertakes to abide by all the rules/byelaws framed by the Maintenance Agency for the Project. The Vendee understands and acknowledges that the relationship between the Vendor and the Maintenance Agency shall be on a principal-to-principal basis, and the Vendee hereby agrees and confirms that Vendee shall not hold the Vendor responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortious, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee.
9. The Vendee agrees to pay contribution to maintain a replacement/sinking fund from the date of offer of possession of the Apartment by the Vendor/Maintenance Agency. As and when any plant, machinery and equipment installed in the Project requires major repairs, replacement, up gradation, additions etc., the cost thereof shall in the first instance be met from out of the said replacement/sinking fund. Any shortfall in replacement/sinking fund shall be paid and contributed by all the apartment owners in the Project on *pro rata* basis (i.e., in proportion to the area of their respective apartments to the common areas of the Project). The Vendor or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Vendee agrees to abide by the same.
10. That the Vendee shall pay prevailing taxes, charges, levies and impositions payable for the time being by the Vendee as occupier of the said Apartment/Unit, as and when, the same becomes due or payable. In addition, thereto, the Vendee shall pay all other liabilities, charges for repairs, maintenance and replacement etc., as per maintenance agreement executed separately between the Vendee and Vendor (its nominee/assignee/Maintenance Agency, as the case may be).
11. The Vendee agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance or all other society charges, which includes power back-up, club, taxes and society charges etc. All the works relating to the maintenance may be assigned to any company/agency by the Vendor (or its nominee/assignee).
12. That the Vendee agrees that car parking space anywhere in the parking bay for the Project [is / are] made available inside the Project, if any assigned, to the Vendee, shall always be treated as integral part of the above said Apartment and the same shall not have any independent legal entity detached from the said allotted Apartment. The Vendee has been explained that the said independent car parking shall be used by the Vendee as per terms and conditions of the maintenance agreement executed between the parties separately.
13. That for the computation purpose, the Unit/Apartment area shall mean and include the built-up covered area of the Apartment/Unit – comprising of carpet area of dwelling Apartment/Unit, area under walls, half area under partition walls, full areas of balconies(s), cupboard(s), spaces, projections, service shaft(s), service shaft(s), terrace(s), garden(s), if any, attached to the dwelling Apartment/Unit – plus proportionate share of all the common areas such as:
 - a) foundations, columns, girders, beams, supports, main walls, roof, halls, corridors, lobbies, stairways, fire-escapes and entrances and exits of the building;

- b) basements, cellars, wards, parks, gardens, community centres and parking areas of common use **except covered parking**,
- c) The premises for the lodging of janitors or persons employed for the management of the property;
- d) Installations of central services, such as, power, light, gas, hot and cold water heating, refrigeration air conditioning, incinerating and sewerage; the elevators, tanks, pumps, motors, fans, cable pipe little (TV, gas electricity etc.) run water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use;
- e) such other community and commercial facilities **except shops, school** as may be specified in the byelaws, and
- f) all other parts of the property necessary or convenient to its existences, maintenance and safety, or normally in common use.

The Vendee shall get exclusive possession of the built-up covered area of dwelling Apartment/Unit along with undivided, imparable, unidentified interest in the land underneath the Building where the Unit is situated – in proportion of the area of the said dwelling Apartment/Unit to the land/ground area of the Building where the Unit is situated. The Vendee shall have all the rights, interests or title jointly in the remaining part of the Project comprising of all common areas and facilities such as specified above including the right of ingress and egress in common areas, which shall be enjoyed jointly by all the vendees in the proportionate ratio of their respective dwelling apartment/unit area to the total FAR of the Project. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues.

14. The Vendee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases, lifts, terrace/roof within the Project. However, the Vendee shall only have the right to enjoy the benefits of the open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases and lifts subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. Further, the Vendee or any other person(s) claiming through the Vendee shall not be entitled to bring any action for partition or division of the common areas and facilities, or any part thereof. The Vendee does hereby agree and confirm that Vendee shall not create any blockages, obstructions, elevations or constructions in the common areas and spaces and shall indemnify the Vendor for any losses and damages to the Vendor for any of its acts of omissions or commissions in this regard.
15. The Vendee understands and acknowledges that the Vendor (or its nominee/assignee) may carry out development of other projects/phases (if any) within the Said Plot or on a land parcel adjacent to the Said Plot in future, and that such other projects/phases may be adjoining to the Project/phase where the Apartment/Unit is situated. Further, the essential/common facilities and amenities of the projects/phases may be interlinked and interconnected with each other, in the manner deemed fit by the Vendor (or its nominee/assignee), in compliance with applicable law.
16. The Vendee agrees and acknowledges that rights, title and interests of the Vendee (subject to the provisions of this Deed) shall be limited to the Project upon the Said Plot within which the Apartment/Unit is situated; and shall not extend to the larger development/other projects and phases, if any. The Vendor (or its nominee/assignee) or the Maintenance Agency shall have a right

to restrict or moderate the access/usage, by Vendee, of the common areas, facilities and amenities of the other projects/phases if any; and the Vendee shall not have objection to the same.

17. That any transfer, sale, assignment, conveyance or otherwise parting with the possession of the said dwelling Apartment/Unit by the Vendee will attract the requirement of payment of then prevailing transfer charges and obtaining No-objection Certificate (NOC) from the Vendor (or its nominee/assignee)/Maintenance Agency. The decision of the Vendor (or its nominee/assignee) in respect of the transfer charges and permission for transfer will be final and binding upon the Vendee.
18. That the Vendee shall not mortgage the said dwelling Apartment/Unit for securing any loan at any stage except with the prior written permission of the Vendor, which shall be obtained, or given by the Vendor, as per terms of this Deed. The Vendee shall obtain appropriate NOC from the Vendor (or its nominee/assignee) in this regard.

Provided that in the event of the sale or forfeiture of the mortgaged or charged property, the Vendor shall be entitled to claim and recover the amount payable to the Vendor on account of the unearned increase in the value of the proportionate undivided interest in the land underneath the Building/tower where the Unit is situated as aforesaid. The amount of Vendor's share of the said unearned increase shall be the first charge, having priority over the said mortgage charge. The decision of the Vendor in respect of the market value of the land and the amount payable by the Vendee to the Vendor shall be final and binding upon all concerned parties.

19. In case, the Vendee has obtained loan from any bank/financial institution on the above said Apartment/Unit, the Vendee hereby undertakes to pay the dues of such bank/financial institution in exclusion to the Vendor herein.
20. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the Vendee shall be entitled to create tenancy of the whole of the dwelling Apartment/Unit for the purposes of the private residential dwelling only.
21. That wherever the title of the Vendee in the said dwelling Apartment/Unit is transferred in any manner whatsoever, the transferee/subsequent allottee shall be bound by all covenants and conditions contained herein.
22. That in the event of death of the Vendee, the person on whom the title of the deceased devolves, shall within three months of such devolution, give notice of such devolution to the Vendor (or its nominee/assignee). The stakeholders/successors/legal heirs of the Vendee shall be liable to execute necessary documents for transfer of the Apartment/Unit on payment of fees in the records of the Vendor (or its nominee/assignee).
23. That the Vendee shall in all respect comply with and remain bound by law, rules concerning maintenance, building, drainage, and other by-laws of the GDA or other competent authorities for the time being in force or whenever becomes applicable in future. Along with above said, all the terms and conditions of the brochures of scheme, allotment building by-laws and amended from time to time shall be binding upon Vendee.
24. That the Vendee shall not without the sanction and permission of the Vendor in writing, make any alteration or otherwise subdivide or amalgamate the above said dwelling Apartment/Unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In

case of breach of this covenant by the Vendee, the Vendee shall be solely responsible and liable for penal and other legal consequences.

25. That the Vendee will use the dwelling Apartment/Unit exclusively for residential purpose and for no other purposes. Under no circumstances shall the Vendee contravene the safety provisions while using/occupying the above said dwelling Apartment/Unit. In violation, the Vendee shall be solely responsible and liable for the consequences as per law.
26. That the Vendee shall not in any manner whatsoever encroach upon the common land/areas, and facilities and services not handed over to him/her under these presents. All unauthorized constructions/encroachments made shall be removed at the cost and consequence of the Vendee.
27. That the Vendee of ground floor dwelling unit in the Project will be entitled to the use of the seating area/balcony earmarked for such flats, for the limited purpose of keeping the same as green. No construction, either temporary or permanent is permitted other than pool and landscape features on such seating areas/balconies. The right of Vendee shall however be subject to provisions of U.P. Ownership of Flats Act, 1975 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.
28. That the Vendor (or its nominee/assignee) or Maintenance Agency (or associate or any other company of the Vendor) shall charge from the Vendee proportionate share as may be determined by the Vendor (or its nominee/assignee)/Maintenance Agency of all deposits and charges paid or payable for consumption of electricity for power back-up and common areas. The Vendee agrees to enter into and execute the power supply agreement and/or all or any other documents, as may be required for this purpose.
29. Unless otherwise permitted/allotted in favour of the Vendee of the top floor, the Vendee of top floor dwelling apartment/unit shall not have any exclusive rights of use of the terrace above the dwelling apartment unit, except for sub – Vendors of those apartments/units which come with exclusive terraces. However, all the Vendees of the complex shall have right to use the common terraces at reasonable time for maintenance/upkeep of water tanks, fixing of T.V. antennas or any other legally permitted purposes on the terrace subject to observance of safety norms. The common terraces shall also be available to the occupants of the building/tower in times of emergencies. No unauthorised construction, temporary or permanent, is permitted by Vendee in the Project or terrace or in allotted flat or any part thereof. The right of Vendee shall however be subject to provisions of all Applicable Laws, bye Laws and rules etc. The Vendee has agreed that solar installations, if any, with steel structures for sustainable environment will not be objected by Vendee and the Vendor (or its nominee/assignee)/Maintenance Agency will have sole right to install solar panels on the roof top and utilize the energy as deems fit.
30. The Vendor (or its nominee/assignee)/Vendee shall insure the premises comprehensively either singly or collectively with other allottees and keep the insurance updated at all times. The Vendee further declares that except the Apartment/Unit transferred under these present, the Vendee shall not be entitled to use any other areas, especially the unsold areas/flats/Plot/part of the Said Plot where the Project is situated.
31. That the Vendee and all other persons claiming under him/her shall ensure that the Project are kept in good shape and repairs, and he/she shall ensure that no substantial material damages are caused to the Project or to the sanitary works therein.

32. That the Vendee has understood that the present Conveyance Deed does not create any independent right, title or interest of the Vendee in the earmarked commercial areas of the Project which has been allotted or may be allotted by the Vendor (or its nominee/assignee) to any third party for commercial purposes. The commercial area in the Project is the facility for convenience services to the residents as an independent area of the Project, as well as, for outsiders and the Vendee has no objections for the same. The Vendor (or its nominee/assignee) shall be entitled to sell, transfer, convey or let-out the said commercial areas to his/her own discretion.
33. That under no circumstances, shall the Vendee harm or cause to be harmed or damaged, the peripheral walls, front, side and rear elevations of the said Apartment/Unit in any manner. The Vendee shall also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony designs etc. shall not erect any fencing/hedging/grills without prior permission of the Vendor (or its nominee/assignee) or nominated association/company maintaining the said Unit/Project. The Vendee shall not remove any wall of the said Unit/Apartment including load bearing walls and all the walls/structures of the same remain common between the Vendee and the owners of the adjacent units.
34. That the Vendor (or its nominee/assignee) reserves the sole right to develop the unused areas and/or common areas in the Project in accordance with the necessary sanctions as and when obtained by the Vendor, and the Vendee shall have no right of objection or reservation, whatsoever in this regard.
35. That the Vendee shall not carry out fragmentation/sub-division of the said Apartment/Unit in any manner whatsoever, under any circumstances and in case it is done, the Vendee shall be solely and exclusively liable and responsible for all consequences/damages arising therefrom.
36. That if the Vendee is found to have obtained the allotment of the Apartment/Unit by any misrepresentation/misstatement or fraud, this Deed may be cancelled and the possession of the Apartment/Unit may be taken over by the Vendor and in such an event, the Vendee will not be entitled to claim any compensation/refund in respect thereof.
37. That all notices, letters, orders and other documents required under the terms of this Conveyance Deed, the RERA, the Uttar Pradesh Industrial Area Development Act, 1976 (U.P.) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modification) Act, 1974 (U.P. Act No. 30 of 1974). The provisions, rules and regulations of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time), shall be applicable.
38. The Vendee undertakes and assures that he/she has received the possession of the allotted Unit to him/her after a detailed inspection of the Apartment/Unit, on all material aspects including but not limited to carpet area of the Apartment/Unit, quality of construction, workmanship, materials used in construction, finishing/fittings, fixtures, specifications, etc. and the Vendee does not have any objection and is fully satisfied, with the workmanship and quality of the Apartment/Unit. That all amenities which were promised to the Vendee, have been provided to the Vendee to their complete satisfaction, as per the provisions of the Real Estate (Regulation & Development) Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed there under. The Vendee further confirms that they have checked and

verified the title of the Vendor in the Said Plot and is completely satisfied with respect to the same. Since the Vendee has completed due diligence to his/her/its complete satisfaction, the Vendee undertakes not to raise a dispute on any of the abovementioned aspects either in present or in future.

39. That the Vendee shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of allotted flat doors thereof. The Vendor (or its nominee/assignee) shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building. The Vendor (or its nominee/assignee) shall be entitled to recover the charges for uses of such publicity/display areas for the uses. That the Vendor (or its nominee/assignee) has the right to put the hoardings etc. on the terrace on the elevation or on the boundary wall or any other place of the Project and to sell/rent/permit for use by the intending users, for which the Vendee would have any objection whatsoever.
40. The Vendee undertakes to apply and obtain membership of the resident welfare association formed under the supervision and patronage of the Vendor, which shall be constituted and managed according to the Provisions of the Societies Registration Act, 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act. The Vendee further undertakes that he/she will not accept or recognize nor form any other association as resident welfare and association, and if he/she found contrary this would amount to breach of terms and conditions of this Deed.
41. That the stamp duty, registration charges and all other incidental charges required for execution and registration of this Deed shall be exclusively borne by the Vendee.
42. That any dispute arising out of this Deed shall be referred to arbitration under the provisions of the Arbitration & Conciliation Act, 1996 (as amended) before a sole arbitrator to be appointed under the said act. The venue of arbitration proceedings shall be at Gautam Budh Nagar, Uttar Pradesh and the language of the proceedings shall be English only. The fees of the arbitrator shall be shared equally by both the Parties, which shall be subject to the final award by the arbitrator. For other matters excluding the arbitration proceeding, the District Courts at Gautam Budh Nagar, Uttar Pradesh shall only have the jurisdiction.
43. That after this Agreement is executed, no disputes or differences relating to the registration, booking, allotment and possession or any such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Lessee / Sub-lessee, would be entertained by the Vendor, except otherwise provided or agreed between the Parties in writing. Any references in this Deed to anyone gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires.
44. That this Deed constitute the entire agreement among the Parties hereto with respect to the subject matter hereof. The preamble, recitals and the schedule(s) to this Deed shall form an integral part of the covenants and terms of this Deed.

IN WITNESS WHEREOF, the Parties have signed and executed this Deed on the day month and year above written in the presence of:

SIGNED AND DELIVERED,

(Authorized Signatory)
Vendor

Vendee(s)

For and on behalf of **THEMECOUNTY PRIVATE LIMITED**
(Vendor) by:

Name:

Designation: Authorised Signatory

SIGNED AND DELIVERED,
For and on behalf of _____ **(Vendee)** by:

Name:

WITNESSES:

1. 2.

(Authorized Signatory)
Vendor

Vendee(s)

SCHEDULE A
SCHEDULE OF APARTMENT UNIT

Dwelling Apartment/Unit bearing No. _____ on _____ Floor in Building/Tower _____ in the residential project known as . ‘ _____ ’ constructed upon Plot No. GH-10, Cherrywood Enclave, Sector-8, in Wave City, NH-24, Near Ghaziabad, Tehsil Dadri, Distt. Gautam Buddha Nagar, Uttar Pradesh. having super area of _____ sq. ft. (or _____ sq. mtrs.) and Covered/Built-Up Area of _____ Sq. Ft. (i.e. _____ Sq. Mtrs. Approx.) and carpet area (as per UPRERA Authority) of _____ sq. ft. (or _____ sq. mtrs.) together with proportionate undivided, imparible, unidentified interest in land underneath the Building/Tower on which the Apartment/Unit is situated, as per enclosed plan, and bounded as follows:

East : As Per Site Plan
West : As Per Site Plan
South : As Per Site Plan
North : As Per Site Plan

SCHEUDLE B
Site Plan demarcating the Apartment Unit