

CONVEYANCE DEED

- | | |
|--------------------------------|--|
| 1. Nature of document | Conveyance Deed |
| 2. Village/Block | Villages of Sarsawan, Ardauna Mau, Ahma Mau |
| 3. Tehsil & District | Tehsil Sarojini Nagar and District, Lucknow |
| 4. Area | [●] Sq. ft. ([●] Sq. mtr.) |
| 5. Sale Consideration | ₹ [●]/- (Including EDC, IDC, Taxes and Cesses, etc.) |
| 6. Stamp Duty | ₹. _____/- |
| 7. Stamp Certificate No. /Date | _____ |
| 8. Stamp GRN | _____ |
| 9. Registration Fee | ₹. _____/- |
| 10. Registration Fee GRN | _____ |
| 11. Commercial or residential | Residential |
| 12. Unit No. | [●] |
| 13. Property Address | Unit _____, in the building/tower constructed in Project “ ELITE OASIS ”, a residential group housing colony project situated in Gomti Nagar Extension, Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh, India. |

This Conveyance Deed together with all schedules (“**Deed**”) is made and executed on this _____ day of _____, [•], at [•].

BY AND AMONGST

(i) **Emaar India Limited** (CIN: U45201DL2005PLC133161, PAN: AABCE4308B), (ii) **Achates Buildcons Private Limited** (CIN: [•], PAN: [•]), (iii) **Acorn Developers Private Limited** (CIN: [•], PAN: [•]), (iv) **ADZE Properties Private Limited** (CIN: [•], PAN: [•]), (v) **Bhavishya Buildcon Private Limited** (CIN: [•], PAN: [•]), (vi) **Chum Properties Private Limited** (CIN: [•], PAN: [•]), (vii) **Hake Developers Private Limited** (CIN: [•], PAN: [•]), (viii) **Kartikay Buildwell Private Limited** (CIN: [•], PAN: [•]), (ix) **Perpetual Realtors Private Limited** (CIN: [•], PAN: [•]), (x) **Pushkar Projects Private Limited** (CIN: [•], PAN: [•]), (xi) **Sacred Estates Private Limited** (CIN: [•], PAN: [•]), each a company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110017 ;

(hereinafter collectively referred to as the “**Land Owners**”) which expression shall, where the context so admits, include their successors-in office, successors-in-interest, administrators and assigns, etc., have duly authorized Emaar India Limited acting through its Authorized Representatives *vide* Board Resolution dated _____ and power of attorney dated _____;

AND

Emaar India Limited [CIN: U45201DL2005PLC133161] [PAN: AABCE4308B], a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017, and its corporate office at Emaar Business Park, Sikandarpur Chowk, Mehrauli Gurgaon Road, Sector 28, Gurugram - 122002, India through its Authorized Signatory Mr. _____ authorized *vide* board resolution dated _____, (hereinafter referred to as the “**Promoter/Company**” which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiary, nominees, executors and assigns);

The Land Owners have duly authorized Emaar India Limited , *vide* Board resolutions each dated [•]; and power of attorney dated _____; and Emaar India Limited has thus authorized Mr. _____ as its duly authorized Signatory *vide* Board Resolution dated [•] to sign and execute this Deed and to appear and present this Deed through Mr. _____ for registration before the concerned Sub-Registrar;

The ‘**Promoter/Company**’ and the ‘**Land Owners**’ are hereinafter collectively referred to as “**Vendors**”;

IN FAVOUR OF

[●] (Aadhar No. [●], PAN [●]) son/daughter of Mr. [●], permanent resident and presently residing at [●] (hereinafter, referred to as the “**Vendee**”, which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include the Vendee’s legal heirs, legal representatives, executors, administrators, successors and permitted assigns of the **OTHER PART**).

The ‘Vendors’ and the ‘Vendee’ are individually also referred to hereinafter as “Party” and collectively as “Parties”.

WHEREAS: -

- A. The Landowners are the absolute, joint and lawful owners of the land admeasuring [●] acres (11827.08 sq mts) out of 226.37 Acres situated in the Villages of Sarsawa, Ardauna Mau, Ahma Mau, Pargana Lucknow, Tehsil Sarojini Nagar and District, Lucknow, named as Gomti Nagar Extension, Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh (“**Licensed Land**”). The Promoter had entered into consortium agreements with the said Landowners pursuant to which the said Landowners and the Promoter were granted Licenses by the Lucknow Development Authority (*copies whereof are attached herewith under Schedule VI*) for developing a Residential Group Housing Colony which *inter-alia* comprises of a group housing colony, open areas, landscaped gardens, etc. in a planned manner over a period of time, on the Licensed Land. The above-said consortium agreements alongwith the supplementary agreements are hereinafter collectively referred to as “**Definitive Agreement**”). The Promoter is constructing and developing a Group Housing Colony as a part of the Licensed Land in the name and style of ‘**ELITE OASIS**’ (hereinafter referred to as the “**Project**”), situated on the said Land, comprised in the Licensed Land more particularly described in **Schedule- I** (hereinafter referred to as “**Said Land**”) for which the Promoter has obtained the approved layout. The Promoter may extend the Said Land by adding, revising, altering to the extent as permissible under the Applicable Laws by procuring additional licence and / or as otherwise so directed by Lucknow Development Authority (“**LDA**”) / competent authorities in the interest of the Project and further developments by the Promoter to which the Applicant(s) agree(s), confirm(s) and gives his / her / its / their consent not to object in future.
- B. The Promoter had registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh, details whereof are mentioned in **Schedule- VI** with the Uttar Pradesh Real Estate Regulatory Authority. The Promoter has thereafter constructed and completed the residential Tower - ____ on the said Land (hereinafter referred to as “**said Building**”) and has obtained the

Occupation Certificate / OC, details whereof are mentioned in **Schedule – VI** (hereinafter referred to as “**OC**”).

- C. The Land Owners have vested the Promoter with complete authority and powers to undertake the development and construction of the said Land and the Project. The Promoter is also authorized by the Land Owners to undertake the marketing, sale and administration of the units in the Building developed on the said Land, receive applications for booking and allotment, formulate terms and conditions for sale, receive payments, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance/ sale deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary.
- D. The Project has been developed in accordance with the approved development permissions and other requisite sanctions, permissions, approvals obtained from the Competent Authorities.
- E. Under the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, the Vendors have executed and registered the Deed of Declaration of the Building, details whereof are mentioned in **Schedule – VI**.
- F. Vide an Agreement for Sale, details whereof are mentioned in Schedule – VI (hereinafter referred to as the said “**Agreement for Sale**”), the Vendee was allotted the Unit, as described in **Schedule – II**, (hereinafter referred to as the “**Apartment / Unit**”) and the floor plan of the Unit is annexed hereto and marked as **Schedule – III**.
- G. The Vendee accepts and confirms that the Vendors have furnished all requisite information, clarification and explanations as required by the Vendee to their complete satisfaction and after fully satisfying themselves about the rights, interest and title of the Vendors in the Said Land have applied for the allotment of the said Unit.
- H. The Vendee acknowledges that the Vendors have readily provided complete information and clarification as required by the Vendee. However, the Vendee has ultimately relied upon their own independent investigations, due diligence and judgment in verifying the Land Owners’ title to the Said Land, compliance with Applicable Laws by Land Owners/Promoter and purchasing the said Unit. Save and except as specifically represented herein, the Vendee’s decision to purchase the said Unit is not influenced by any site plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Vendors or otherwise including but not limited to, any representations relating to the Said Land, or the Unit, Building, Project or the specifications therein or any other physical characteristics thereof, the estimated facilities / amenities to be made available to the Vendee or any purported services to be provided by the Promoter and / or Vendors. No oral or written representations or statements whatsoever made at any stage shall be considered to be part of this Deed and this Deed is self-contained and complete in itself in all respects and supersedes all and any previous communications between the Vendee and the Vendors. The Vendee had seen the proposed layout plan, specifications, amenities and facilities of the Unit, the Building and the Project and accepted the payment plan and the specifications, amenities and facilities which have been approved by the Competent

Authority, as represented by the Promoter. The Vendee agrees that the Promoter has developed the Project in accordance with the said layout plans specifications, amenities and facilities.

- I. The Vendee confirms that the Vendee has verified the description / physical condition, size, dimensions, etc of the said Unit, said Building, and the Project or any other physical characteristics thereof, the facilities / amenities to be made available to the Vendee or any other data except as specifically contained in this Deed and that the Vendee has solely relied on their own judgment and investigation in this regard before deciding and/or agreeing to execute this Deed. The Vendee further confirms that no oral or written representations or statements made by any Party shall be valid or shall be considered to be a part of this Deed as this Deed being self-contained and complete in itself in all respects, and as such the Vendors desire to transfer the title of the said Unit in favour of the Vendee on the terms and conditions contained herein.
- J. The Vendee understands and acknowledges that the Vendors are well and sufficiently entitled to the said Unit and no one other than the Vendors has any title, interest, right or claim of any kind whatsoever in the said Unit, and the said Unit is free from all encumbrances and the Vendors hold absolute legal and marketable right to convey, transfer alienate and sell the said Unit.
- K. The Vendee hereby acknowledges and agrees the final Carpet Area of the Unit is as mentioned in the **Schedule – II** and the Vendee is fully satisfied about the Carpet Area measurement and that the construction raised thereon is in accordance with applicable laws including the building plans and drawings as also the modifications thereof. The Vendee has agreed and accepted the said areas of the said Unit and has paid the entire sale consideration to the Promoter including payments towards EDC/IDC, as mutually agreed to between the Promoter and the Vendee.
- L. There is no change in the Vendee's residential status since the date of the Application and in case of change, all required formalities in this regard under Applicable Laws have been complied with by the Vendee.
- M. The Vendee has agreed and accepted the Carpet Area (*defined hereunder*) of the said Unit and has paid the entire sale consideration to the Vendors including payments towards EDC/IDC, as mutually agreed to between the Vendors and the Vendee.
- N. The Vendee has inspected the said Unit and only after being fully and completely satisfied has agreed to take possession and get the conveyance of the said Unit done in its favour. The Vendee has made the entire payment of the agreed Consideration (*defined hereinafter*) amount to the Promoter including payments towards EDC/IDC) and has accordingly requested to execute this Deed i.e. the Conveyance Deed of the same on the Vendee complying with the formalities, terms and conditions, as prescribed including payment of stamp duty, registration charges, incidental charges, etc.
- O. The Vendee agrees that in compliance of the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 and the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 the maintenance of the said Project to the extent developed has been/shall be handed over to the association of allottees (hereinafter

referred to as “**Association**”) which is the registered welfare association of the unit owners of the said Project.

- P. The Vendee agrees that the Project will be maintained by a maintenance agency as may be appointed by the Association / Promoter (“**Maintenance Agency**”). The Vendee also agrees and accepts that the Vendee shall become a member of the Association constituted in accordance with UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 for facilitating compliance of various rules and regulations for the said Project and also for facilitating maintenance thereof in all respects subject to the timely payment of the Maintenance Charges.
- Q. The Vendee hereby also assures, represents and warrants to the Vendors that they shall comply with the terms hereof and all the Applicable Laws and statutory compliances with respect to the said Unit, the Building and the said Project and pay the Interest Free Maintenance Security (IFMS), maintenance and other recurring / usage charges, Taxes and Cesses, and any other charge, which the Competent Authority(ies) decides to levy in future in respect thereof and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendors have agreed to enter into this Deed.
- R. The Maintenance Charges has already been included in the Total Price, the Vendor / Maintenance Agency / Association shall thus be entitled to adjust the said maintenance charges from the Total Price from the Maintenance Charges Commencement Date, details whereof are mentioned in **Schedule – VI**. In case, the Association of Allottees fails to take possession of the essential services as envisaged in the Agreement or prevalent laws/Applicable Laws governing the same, then in such a case, the Vendor has the right to recover such amount as spent on maintaining such essential services beyond its scope. Therefore, in such an event, the Vendee(s) shall thereafter be under an obligation to pay maintenance charges from the expiry of the abovesaid 12 (Twelve) months from the Maintenance Charges Commencement Date.
- S. In accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Vendee hereby agrees to purchase the Unit which is solely residential in nature.
- T. The Parties hereby confirm that they are in agreement with all the terms and conditions set out in this Deed and represent that they are executing this Deed with full knowledge of the Applicable Laws.

NOW THEREFORE THIS CONVEYANCE DEED WITNESSETH AS UNDER:

- (1) That for and in lieu of the total sale consideration for a sum of **Rs. _____/- (Rupees _____ Only)** (“**Consideration**”) paid by the Vendee to the Promoter towards full and final sale consideration of the said Unit (including payments towards EDC/IDC), the receipt whereof the Vendors do hereby admit and acknowledge; the Vendors do hereby sell, transfer, grant, convey and assure unto the Vendee by way of sale of all its rights, title and interest, benefits and

advantages in all that consisting of the said Unit, along with undivided proportionate pro-rata and impartible interest only in the land underneath the said Project in which the said Unit is located (excluding the area in the basement reserved for car parking and services) together with right to use of all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the said Unit belonging or in any way appended therewith usually held as part and parcel thereof free from all encumbrances, charges, liens, lis pendens, litigation etc. and the right to use the common areas and facilities (“**Common Area and Facilities**”) (a list of which is annexed hereto as ‘**Schedule-IV**’) absolutely unto the Vendee who has agreed to hold, use and enjoy the same and alienate the same subject to the exceptions, reservations, conditions and covenants contained herein and in the Deed of Declaration as filed under the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and on the terms and conditions written hereunder. The Vendee has been allotted right to exclusive use of _____ (_____) Car Parking space No(s). _____ & _____ and the Vendee agrees and undertakes that such reserved car parking space(s) shall be an essential and integral part of the said Unit and the Vendee shall not transfer/convey or deal with the said parking space(s) independent of the said Unit.

- (2) That this Deed i.e. the Conveyance Deed in respect of the transaction involved herein, is valued for the purposes of stamp duty at **Rs.** _____ /- (**Rupees** _____ only) (which includes BSP, Car Parking, PLC and excludes of EDC, IDC, Cess, Taxes etc.) in terms of the Indian Stamp Act, 1899.
- (3) That the Vendee shall have ownership of the said Unit consisting of Unit area only along with undivided proportionate pro-rata and impartible interest only in the Said Land underneath the said Project (i.e. the land which is the foot print of the said Project in which the said Unit is situated, though not forming a part of computation of Carpet Area for which price has been charged). Since the Vendee shall have undivided proportionate interest in the Common Areas and Facilities within the said Project, the Vendee understands that this would require the Vendee to use the Common Areas and Facilities within the said Project, harmoniously along with other owners / residents of the said Project, maintenance staff, etc., without causing any inconvenience or hindrance to them.
- (4) That the undivided proportionate interest in the land underneath the said Project shall be calculated in the ratio of Carpet Area of the said Unit to the total of Carpet Area of all the units within the said Project. It is made abundantly clear and agreed by the Vendee that no other land(s) is / are forming part of this Deed and the Vendee shall have no right whatsoever, except to the extent of using only such general commonly used areas and facilities within the said Project, subject to the timely payment of Maintenance Charges by the Vendee. However, the Vendee shall have only the right of ingress and egress and right to use such Common Areas and

Facilities in the manner and to the extent as would be permitted by this Deed or any other agreement/deed with the Vendors.

- (5) That it is specifically agreed and understood by the Vendee that all other lands, areas, facilities and amenities including those listed below, are specifically excluded from the scope of this Deed and the Vendee shall not be entitled to any ownership rights, rights of usage, title or interest etc., in any form or manner whatsoever in such lands, areas, facilities and amenities. Such lands, areas, facilities and amenities have not been included in the scope of this Deed or in the computation of Carpet Area for calculating the total Consideration and, therefore, the Vendee has not paid any money for use or ownership in respect of such lands, areas, facilities and amenities. The Vendee agrees that the ownership of such lands, areas, facilities and amenities vests solely with the Vendors and their usage and manner / method of use, disposal etc. shall be at the sole discretion of the Vendors.
- (6) All lands (except the general commonly used areas and facilities within the said Project earmarked for common use falling outside the land underneath the said Project in which the said Unit is located, or any other facility or amenity as may be provided at the sole option and discretion of the Vendors or as may be provided in accordance with the directions of any competent authority(ies) and including but not limited to facilities, amenities etc. even if provided in the stilt of the said Project, are specifically excluded from the scope of this Deed and the Vendee shall have no ownership rights, title, interest or claim whatsoever in such lands, areas, facilities and amenities. These areas, facilities and amenities are specifically excluded from the scope of this Deed and are not included in the computation of Carpet Area in any manner, and for which the Vendee has not paid any money in any form or manner whatsoever. The Vendee shall not, at a later date, after execution of this Deed, raise any claim or create any dispute in respect of such lands, areas, facilities and amenities.
- (7) That the said Building/Project (as the case maybe) in which the said Unit is located has been completed and the necessary Occupation Certificate in respect of the said Building/Project and/or the said Building has been obtained from the competent authority. The Vendee confirms that the Vendee shall, have no objection to the Vendors constructing or continuing with the construction of the other building(s) adjoining to or otherwise (including the addition of structures in the said Project) in the site earmarked for the said Project. The Vendee confirms that the Vendee shall not raise any objection or make any claims on account of inconvenience, if any, which may be alleged to be suffered by the Vendee due to such developmental / construction or its incidental / related activities. The Vendee confirms that all rights including the rights of ownership of such land(s), facilities and amenities (other than those within the said Project and the land underneath the said Project only) shall vest solely with the Vendors, who shall alone have the sole and absolute right / authority to deal in any manner with such land(s), facilities and amenities.

- (8) That the Vendee understands that all other areas and facilities (not included in **Schedule – IV**) or any other facility or amenity as may be provided by the Vendors at its sole option and discretion or provided in accordance with the direction of any competent authority(ies) and including but not limited to facilities, amenities if provided anywhere in the said Project, are specifically excluded from the scope of this Deed and, therefore, shall not form a part of Common Areas and Facilities. The Vendee further agrees that the ownership of such amenities and facilities shall vest with the Vendors and the Vendors shall be free to deal with the same in any manner they deem fit.
- (9) It is agreed that the Promoter has not made any additions and alterations in the sanctioned plans (set out in **Schedule- V**) and the nature of fixtures, fittings and amenities which are in conformity with the advertisement, prospectus etc., on the basis of which sale is effected, in respect of the Unit, without the previous written consent of the Vendee. Provided that minor additions or alterations, if any, have been made as required by the Vendee, or such changes or alterations are per the provisions of the RERA Act or to comply with any other applicable laws.
- (10) That the total sale consideration of the said Unit includes the proportionate cost of firefighting equipment in the common areas within the said Project only as prescribed in the fire-fighting code / regulations under National Building Code and/or any amendments as applicable to the said Project. Power back-up may be provided from stand by generators for all the units and shall be in addition to normal power back-up for the common areas and common services within the said Project. The Consideration of the said Unit does not include the cost of electric fittings, fixtures, geysers, electric and water meter, etc. which shall be installed by the Vendee at his/her own cost. If due to any subsequent legislation / Govt. order, directives, guidelines or change / amendments in Fire Code including but not limited to the National Building Code, if deemed necessary by the Vendors or any of its nominees at its sole discretion, additional fire safety measures and other life safety measures are undertaken, then the Vendee undertakes to pay within thirty (30) days from the date of written demand, the additional expenditure incurred thereon along with other vendees in proportion to the Carpet Area of the said Unit to the total Carpet Area of all the units in the said Project.
- (11) That the Vendors are the absolute and legal owners in possession of the said Unit and are fully competent and entitled to execute and get registered this Conveyance Deed in favour of the Vendee. The Land Owners assure the Vendee that the title of the Land Owners in the said Unit is free from all types of encumbrances, acquisition proceedings, charges, taxes, liens, restraint orders, attachment etc. and the Land Owners hold legal and marketable title and power to convey, transfer, alienate and sell the same and there is no legal impediment or restraint of any nature whatsoever for the sale and transfer of the said Unit to the Vendee. Accordingly, this Conveyance Deed is being executed by the Land Owners to transfer and convey absolute title in

respect of the said Unit in favour of the Vendee and the Promoter acting as a confirming party to the same.

- (12) That the Vendee agrees that the Promoter shall have the right to put up any signage on the façade of said Project for branding purposes and the Vendee undertakes not to raise any objection/claim towards the same.
- (13) That the Vendee shall pay directly or if paid by the Vendors, then reimburse upon demand, to the Vendors in proportion to the Carpet Area of the said Unit all Government charges, rates, tax or taxes of all and any kind including but not limited to GST, etc. by whatsoever name called, whether levied now or in future, as the case may be, including any increase in such charges, whether prospective or retrospective (whether before or after the Conveyance Deed has been executed). Further, the Vendee shall be liable to pay from the date of her/his/its property tax, fire- fighting tax or any other Fee or Cess as and when levied by a Local Body or Competent Authority and so long as the said Unit of the Vendee is not separately assessed to such Taxes, Fee or cess, the same shall be paid by the Vendee in proportion to the Carpet Area of the said Unit to the total Carpet Area of all the units in the said Project. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendors or its nominee or any other body or association of all or some of the unit owners. That the Vendee has paid his / her/its/their pro-rata share of the EDC/IDC to the Vendors on the basis of the determination of the said charges as levied by the Government of Uttar Pradesh pertaining to the Project. The Vendee has also paid to the Promoter, Maintenance Charges, GST, electricity/water/sewage connections, administrative charges. The Vendee has further agreed to additionally pay on demand the proportionate share of any additional/enhanced EDC/IDC and/or any other charges, by whatever name called, to the Promoter as may hereafter be levied or enhanced by the Government or any statutory authority including with retrospective effect. In the event of such charges remaining unpaid, the same shall be treated as unpaid sale consideration till and time such charges remain unpaid. The Vendee further agrees that the Vendee would not be competent to challenge such action of the Vendors due to default of non-payment of such enhanced EDC/IDC on the part of the Vendee. The Vendors shall also have the right to take legal course and to charge interest on the same for the period of delay.
- (14) That the actual, physical, vacant possession of the said Unit has been taken over by the Vendee after having inspected and fully satisfied herself/himself/itself and confirms that the construction of the said Unit as well as of the said Project, has been carried out/is being undertaken with clear title and in accordance with the sanctioned plans and the agreed specifications and are in good order and condition. The Vendee further confirms that before taking over physical possession of the said Unit, the Vendee has inspected/checked and verified all material aspects and has no complaints / claims in this regard including but not limited to Carpet Area of the said Unit, compensation, charges/ penalty/ interest/ etc. for delay in completion of the

Project, if any, stands condoned and consequentially no claim shall arise on the Vendors. Further, the Vendee hereby confirms that all amenities, quality of construction, workmanship, specifications of the said Unit and installations thereof, materials, fittings and fixtures used and / or provided there in and all services rendered and / or to be rendered and that the Vendee has no objection, complaint or claims with respect to same. The Vendee has satisfied herself/himself/itself that the construction as also various installations in the said Unit and the said Project, has been provided in accordance with the sanctioned drawings and specifications and are in good order and condition. Further, the Vendee confirms and agrees that he / she / it / they shall not claim any compensation by disputing the area of the Unit and that the infrastructure required for in the said Project is not yet complete in as much as the Vendee accepts and acknowledges that the said Project is a planned development. The Vendee assures the Vendor that he / she / they / it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been and / or not have been carried out or completed and / or for any other reason whatsoever and such claim and / or objection, if any, shall be deemed to have been waived by the Vendee.

- (15) That the Vendee agrees and understands that parking shall only be permitted in the demarcated parking spaces and the Vendee shall not use any other car parking area / other area that may be used / reserved for services, maintenance staff and the like for parking vehicles and shall not allow the usage of the car parking space(s) to any other person, for any purpose whatsoever including car parking;
- (16) In addition, the parking spaces shall not be used for any other purpose including storage of any equipment or materials of any kind howsoever temporarily. No such parking space(s) may be cordoned-off by any means or otherwise and no structure temporary or permanent in any such parking space can be erected at any time;
- (17) That it is specifically agreed by the Vendee that the service areas in the basement provided anywhere in said Project / or the various blocks / segments / constituents / parts / phases of the said Project shall be kept reserved for services, used by maintenance staff, etc. and shall not be used by the Vendee for parking her/his/its vehicles. The Vendee agrees that all such car parking space(s), if any, reserved for the exclusive use of the occupants of the said Project with the un-allotted car parking space(s) shall not form part of any of the Common Areas and Facilities for the purpose of the Deed of Declaration. The Vendee agrees and acknowledges that it/he/she shall have no right, title and interest in the unreserved car parking spaces anywhere in said Project, and the Vendors, at their sole discretion, shall have absolute right to deal with them as they shall remain the absolute property of the Vendors till the time the Vendors deems fit.
- (18) That the Vendee shall not change, alter, or make additions in or to the said Unit or the building(s) or any part thereof. The Vendee hereby covenants that the Vendee shall at her/his/its own cost keep the said Unit, its walls and partitions, sewers, drains, pipes and all appurtenances thereto in good and proper condition. The Vendee shall ensure that the

support, shelter, etc. pertaining to the Building, in which the said Unit is located, is not in any way damaged or jeopardized. Further, Vendee shall neither himself do, nor permit or cause anything to be done in any manner to the said Project or any part thereof, the staircases, lifts, shafts and common passages, compound or anything connected with or pertaining to the said Project which would amount to violation of any rules, byelaws or notifications of the concerned or any other statutory authorities or any law for the time being in force. The Vendee shall be solely responsible for any loss or damage arising out of breach of any of these conditions. Further the Vendee hereby agrees that it/he/she shall comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required to be done and complied in compliance of rules and regulations or directives of any other statutory Authority in respect of the said Unit at her/his/its own cost, and the Vendee shall keep the Vendors indemnified, secured and harmless against all costs and consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs etc. after the offer of possession of the said Unit by the Vendors.

- (19) That the Vendors have assured the Vendee that it shall be lawful for the Vendee for all times to enter into, to occupy, use and enjoy the said Unit without any hindrance, interruption, disturbances, claims or demands from the Vendors and / or any person claiming under and / or through the Vendors but subject to terms, conditions, stipulations and restrictions contained in this Deed as well as agreement(s) executed by the Vendee with the Vendors including the Maintenance Agreement to be executed by the Vendee with the Association (**"Maintenance Agreement"**), Association Bye-laws, etc.
- (20) That the Vendee hereby also assures, represents and warrants to the Vendors that he/she/it/they shall comply with the terms and conditions hereof and with all the applicable law(s) and statutory compliances with respect to the said Project, the Said Land and in respect of any further development and construction being carried out therein and the proposed future development / construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendors have agreed voluntarily and on her/his/its own accord to enter into this Deed;
- (21) That the Vendee shall not use the said Unit or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use. In case the Vendee uses or permits the use of the said Unit for any purpose other than the one indicated above, in that event, the Vendors / Association/ Maintenance Agency shall be entitled to initiate appropriate action against the Vendee including but not limited to disconnection of electricity as

well as preventing the Vendee and persons claiming through it from enjoying Common Areas and Facilities and securing orders for sealing of the said Unit. Further, the Vendee or her/his/its agents / assigns shall be solely and fully responsible to pay for all costs, penalty, charges etc. levied by the competent authority(ies) and shall keep the Vendors and / or Association and/or Maintenance Agency fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered by the Vendors and / or Association;

- (22) That the Vendee hereby undertakes to abide by all applicable laws, rules and regulations including laws relating to the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Real Estate (Regulations & Development) Act, 2016 alongwith any rules, regulations and amendments thereto as applicable to the said Unit. The Vendee shall execute and deliver all such documents required by the Vendors and abide by the rules and bye-laws of the association of unit owners that has been formed in compliance of the provisions of the said Act;
- (23) That as and when any plant and machinery within the said Building in particular and the said Building/Project in general including but not limited to lifts, DG sets, electric sub-station, pumps, firefighting equipment or any other equipment of capital nature, etc. require replacement, upgradation, addition, etc., the cost thereof shall be contributed by the Vendee on pro-rata basis. The Vendors and/or the Association shall have the sole authority to decide the necessity of such replacement, upgradation, addition etc., including its timing or cost thereof. Further, if any additional services, facilities, equipment are required to be put as a whole in the said Building in particular and the said Project in general due to new discoveries, innovations, technology upgradations, etc. the same shall be done as approved by Association and shall be contributed by everyone on pro-rata basis irrespective of individual's need or utilization.
- (24) That since the share/interest of the Vendee in the Common Areas and Facilities is undivided and cannot be separated, the Vendee shall be obliged to use the Common Areas and Facilities along with other occupants, staff of the Association, etc. without causing any inconvenience or hindrance to them. The Vendee agrees and confirms that it/he/she shall not put up any obstruction in the movement of people in the corridor and other Common Areas and Facilities.
- (25) In accordance with the development plan of the Project, the Promoter has developed a community building for recreational purposes in the Project, which is currently operational as on date. The membership for the usage of said community building is included in the Consideration. Keeping in view the general requirement of the members, the quantum of facilities available in the community building and other incidental factors affecting the running, maintenance and upkeep of the community building, the Vendee(s) shall pay charges as prescribed from time to time by the Promoter / Maintenance Agency and agree to abide by the rules and regulations formulated by the Promoter / Maintenance Agency for proper management of the

community building. The Promoter may at its sole discretion develop other community building /amenities for recreational purposes in the said Project / Building. The right of usage of such other community building /amenities, shall be limited to the Vendee(s) (and the occupants of the Unit claiming under them) and their dependents within the Project and is subject to the fulfilment of the terms and conditions as may be stipulated by the Promoter. The Vendee (s) authorizes the Promoter to formulate, at the Promoter's sole discretion, appropriate management structure and policies, rules and regulations for the said other community building / amenities and upon intimation of the formalities to be complied, the Vendee (s) undertakes to fulfil / comply with the same. That the Vendee shall have no objection or make any claim to the Vendors reserving the right to give on lease or hire any part of the community building /amenities for outsourcing the services for running and operating the same.

- (26) That if the Vendee is a non-resident Indian or a Foreign National then it shall be the Vendee's responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI Act**"), any rules and / or guidelines made / issued thereunder and all other Applicable Laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and / or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendors and its Directors / employees / associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Vendee subsequent to the execution of this Deed, they shall immediately intimate the same to the Vendors and comply with necessary formalities, if any, under the Applicable Laws.
- (27) That the Vendee shall not harm or cause to harm or damage the peripheral wall, front etc. of the said Unit and / or the said Project or obstruct the Common Areas and Facilities in any manner or form whatsoever. The Vendee shall also not change the colour scheme of the outer walls, colour of painting of exterior sides of all doors and windows including fixing of coloured films, etc. and shall not carry out any change in the exterior elevation and design of the said Building in particular and said Project in general. The Vendee agrees and undertakes to abide by the policies/manuals of the Vendors /Association in this regard. The non-observance of the provisions of this clause shall entitle the Vendors and / or Association, to enter the said Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (28) That the Vendee hereby expressly authorizes the Vendors or Association to impose such restriction as they/it may deem fit and proper and / or as may be necessary in the interest of all owners / occupier(s) at their/its sole direction restricting the entry of

the members of the public into said Building in particular and/or the said Project in general and / or part thereof for the purposes of securing the said Building in particular and/or the said Project in general and keeping it safe and / or as may be necessary in public interest. In furtherance to the above authorization, the Vendors/ the Association may amongst other actions which may be taken by them at their sole discretion also be deemed to have the right to restrict entry of unlawful or unauthorized entrants / peddlers / hawkers / loiterers etc., in the said Building in particular and/or the said Project in general to avoid chaos, confusion, vandalism, overcrowding, etc. and / or for security reasons.

- (29) That the Vendee shall keep the said Unit, the walls and partitions, sewers, drains, pipes and appurtenance thereto, belongings, in good tenantable repair, state or condition and maintain the same in a fit and proper condition in particular so as to support, shelter and protect the parts of the said Building in particular and the said Project in general, other than the said Unit. The Vendee shall abide by all laws, bye-laws, rules and regulations of the Government, Local/Municipal Authorities and/or competent authority(ies) and / or any other authorities and local bodies and Association shall attend, answer and be responsible for all such deviations, violations or breaches, of any such conditions or laws, bye-laws, rules and regulations;
- (30) That the Vendor shall have the unqualified and unfettered right to sell or lease to any person of their choice or any terms and conditions as the Vendor may deem fit and the Vendee(s) shall not be entitled to raise any claims or objections or claim compensation on the ground of inconvenience or any other ground whatsoever.
- (31) That the Vendee shall not put up any name or sign board, neon-light, publicity or advertisement material, hanging of clothes etc., on the external façade of the said Project or anywhere on the exterior of the said Project or common areas or at the external façade of the said Project or anywhere on the exterior on Common Areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows including fixing of coloured films etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics,
- (32) That the Vendee agrees that for the purposes of the maintenance of the Common Areas and Facilities, the Vendee has entered into a Maintenance Agreement for the maintenance and upkeep of the said Project. The Maintenance Agency shall maintain the Common Areas & Facilities, spaces, sites etc. until the same are transferred / assigned to the association or society of unit owners or any other local authority or Government.
- (33) That the upkeep and maintenance of Common Areas and Facilities are being and shall be discharged by Association/ Maintenance Agency. The Association/ Maintenance Agency shall be solely liable and responsible for providing maintenance services to the said Project. The Association/ Maintenance Agency of the said Project shall be solely liable and responsible for supply of electricity in terms of the permission granted / to be granted by the competent authority(ies) or Madhyanchal

Vidyut Vitran Nigam Limited or from any other body/ commission/ regulator/ licensing authority constituted by the Statutory Authority / Government of Uttar Pradesh / Government of India for such purpose. The Vendee is also informed, and the Vendee acknowledges that electrical power shall be obtained by the Promoter/Maintenance Agency from a nearby substation/ outgoing individual/ shared power line feeder in compliance with Applicable Laws. The operational/ maintenance/ insurance/ management fee/ other costs related to the substation/ feeder lines etc., shall be borne by the Vendee(s) as per their share.. Further, the Vendee has / shall execute a separate Maintenance Agreement and agrees and undertakes to strictly adhere to the terms and conditions of the same and to promptly pay all demands, charges, bills, etc. raised by the Association/ Maintenance Agency from time to time. Subject to Recital R, the Vendee has assured the Vendors and the Association / Maintenance Agency that the Vendee shall not withhold, refuse or delay the payment of maintenance bills raised by the Association / Maintenance Agency for any other reason whatsoever. The Vendee undertakes to pay promptly without any reminders all charges as per the bills raised by the Association / Maintenance Agency from time to time. It is specifically agreed to by the Vendee that the Vendee shall be entitled to use the maintenance services including the supply of electricity subject to the timely payment of total maintenance charges in accordance with the Maintenance Agreement. The Vendee shall also be liable to pay to the Vendors such pro-rata charges as may be determined by the Vendors and/or Association and/or Maintenance Agency for maintaining various services and facilities in the said Building in particular and the said Project in general. The Vendee undertakes to abide by all the rules/bye-laws framed by the Association for the said Project. In order to secure due payment of maintenance bills and other charges raised by the Association/ Maintenance Agency, the Vendee has deposited and always keep deposited with the Promoter and/or Association as Interest-Free Maintenance Security (IFMS) and such sum(s) as security for the payment of Maintenance Charges.

- (34) Subject to Recital R, the Vendee undertakes to regularly pay the maintenance and service charges, as determined by the Maintenance Agency / Association, which shall look after the maintenance and up-keep of the said Project including Common Areas and Facilities and/or any part or portion thereof, as the case may be. The Vendee shall pay the Maintenance Charges to the Maintenance Agency / Association for the said Unit as specified in the Intimation of Possession letter or otherwise. If the Vendee fails and/or neglects to pay the Maintenance Charges, the Vendee or anyone else lawfully claiming through or under the Vendee, shall not be entitled to make use of the Common Areas and Facilities as the regular payment of such maintenance and replacement charges is a condition precedent for using such Common Areas and Facilities. Similarly, if the Vendee commits breach of any of the covenants herein, the Vendee shall have no right to use of such Common Areas and Facilities and services until and unless such breach is rectified and the Maintenance Agency / Association

looking after the maintenance of Common Areas and Facilities and services is assured by the Vendee that the breach of covenants would not be repeated by the Vendee or by any other persons lawfully claiming through or under the Vendee. Further, the Vendee undertakes to pay the maintenance charges as per bills raised by the said Maintenance Agency / Association from the date of offer of possession, irrespective of whether the Vendee is in occupation of the said Unit or not.

- (35) That the Vendee shall permit the Vendors / Association/ Maintenance Agency, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs which the Vendee has failed to make good in spite of service of notice in writing by the Vendors / Association/ Maintenance Agency, as the case may be, in this behalf and also for repairing of any part of the said Building and/or the said Project in general and for the purpose of repairing, maintaining, lighting and keeping in order and condition any or all service drains, pipes, cables, wires, parts, structures of other convenience belonging to other occupants or serving or used for the said Building in particular and / or the said Project in general and also for the purpose of laying, maintaining, repairing and restoring pipes and electric wires and cables and for similar purposes. In case, the Vendee has failed to effect repairs despite the notice being served and the Vendors / Association/ Maintenance Agency, as the case may be, is / are constrained to effect repairs at its / their cost, in that event such cost shall be recovered from the Vendee.
- (36) That the structure of the said Project may be got insured by the Promoter / Maintenance Agency appointed by Association / Association against fire, earthquake and any other natural calamities etc. on behalf of the Vendee but insurance of the properties and goods inside the said Unit shall be the sole responsibility of the Vendee. The cost of insuring the building structure shall be recovered from the Vendee as part of Maintenance Charges.
- (37) That the Vendee shall carry out all interiors and refurbish the Unit at its own cost and expense and also have the right to change the flooring, wall finish, install partitions, air conditioning unit(s) or other electrical or electronic appliances as long as the same does not affect the Project in any way. The Vendee agrees that the insurance and the interiors of the Unit shall be the Vendees responsibility, and the Promoter shall not be held liable for any loss or damage arising out of or on account of any action or omission of the Vendee or his agents/contractors/anyone claiming under them.
- (38) That if there is any dispute for payment of any charges, whatsoever including but not limited to Maintenance Charges, water charges, electricity charges, power back-up charges, interest and penalty charges on delayed payment, etc., the Vendee will first pay the disputed amount and then apply for refund and the Vendors / Association and / or the Maintenance Agency will look into her/his/its submissions and give valid reason for recovery / appropriation of the said charges or refund the amount, if it has been wrongly claimed.

- (39) That the Vendee agrees and undertakes that to ensure uniformity and non-interference with structures, ducting, internal cabling, etc. and for general safety, security as well as larger interest of the said Building and/or said Project, Association / Maintenance Agency shall designate, regulate and approve the entry of service providers such as telephone, cable, satellite T.V / Radio, internet, WI-FI, WI-MAX, IP / IT services, general utility services or any other type of services. The Promoter / Maintenance Agency reserves the right to use any part of the roof top / terraces above the top floor of the Project for installation and operation of antenna, satellite dishes, communication towers, or other equipment / v-sat link equipment / tower / other communication equipment or to use for advertisement purposes as per the applicable law and the Vendee(s) agree(s) that he / she / it / they shall not object to the same and make any claims on this account.
- (40) That the Vendee shall seek 'No Dues Certificate' from the Association and/or the Maintenance Agency prior to transfer/sale of the said Unit, as permitted under applicable laws, in case the Vendee sells, transfers or otherwise dispose of her/his/its rights, title and interest in the said Unit to any third party and in case there remains any arrears due and payable to the Association and/or the Vendors, the Vendee undertakes to clear such amounts prior to creating any third-party rights, title or interests in the said Unit. The Vendee hereby agrees and undertakes that in case the Vendee transfers her/his/its rights, title and interest in respect of the said Unit, in favour of any third party(ies) including successors- in-interest, then in such eventuality the third party(ies) to whom the rights, title and interests are being conveyed by the Vendee shall pay an amount, as may be determined by Association and/or the Maintenance Agency and/or the Promoter, as the case may be, towards mutation charges for the purpose of recording transfer of the said Unit in favour of such third party(ies).
- (41) That the Vendee hereby agrees and confirms that Vendee shall not hold the Vendors responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Association and/or the Maintenance Agency. The Association and/or the Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee. The Vendee hereby expressly discharges the Vendors from the effects of any act, omission, negligence or deficiency in services on the part of the Association and/or the Maintenance Agency.
- (42) That the Vendee has specifically and unambiguously agreed that the sale, transfer and the conveyance of the said Unit by the Vendors in favour of the Vendee shall be subject to various restrictions and limitations as mutually agreed upon herein and including but not limited to as mentioned hereinafter:
- (i) The possession, control and management of the Said Land and/or said Building in particular and/or said Project in general, the superstructures constructed thereon and infrastructural facilities provided therein shall belong to the Vendors and / or Association, as the case may be, till they are

mandatorily required to be transferred to Government or Local Authority or Association of Unit Owners formed under the provisions of the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, as the case may be. The Vendee alongwith the owners / occupants of the other units shall be bound by the rules and regulations, policies, manuals as may be framed and enforced by the Association and / or the Vendors, from time to time in their sole and absolute discretion, for the better enjoyment and maintenance of the said Unit in the said Building in particular and the said Project in general.

- (ii) Save and except the area of the said Unit, 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, infrastructure, terrace-roof or any other area not declared as Common Area and Facilities (in the Deed of Declaration or this Deed) unless expressly agreed upon between the Parties in writing. The Vendee shall only have an undivided proportionate share / interest in and the non-exclusive right to use the Common Areas and Facilities as provided for in the Deed of Declaration, however, subject to regular payment of maintenance charges as may be levied and demanded by the Association / 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, parking space(s), if any, or any part thereof. The Vendee hereby agrees and confirms that Vendee shall not create any encroachments, blockages, obstructions, elevations or constructions in the Common Areas and Facilities and spaces, parking space(s) and shall indemnify and hold harmless the Vendors / Association / Maintenance Agency from any losses and damages that may be suffered or incurred by the Vendors for any of the acts of omissions and/or commissions of the Vendee in this regard.
- (iii) The Vendee shall have no ownership claim over or in respect of areas / terraces designated for the exclusive use of the identified units, all or any open spaces, parking spaces and other units constructed as required/permitted by LDA and/or any other competent authority(ies) except the right to use wherever permitted and all such areas which have not been specifically sold or which do not form part of the Common Areas and Facilities set out in the Deed of Declaration shall remain the property of the Promoter, who shall be free to deal with these in accordance with applicable law(s). The Vendee shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any units and / or any space in the said Building in particular and the said Project in general which has not been handed over to Association as per the Deed of Declaration, and / or any other construction as is required/permissible by LDA and/or any other competent authority(ies) under the License which are

not part of the Common Areas and Facilities for the use of all the occupants or specific set of occupants. This clause shall survive the conveyance of the said Unit.

- (iv) Further, the Vendee acknowledges and accepts that some of the blocks / segments / constituents / parts / phases of the said Project have been constructed and developed and occupation certificate / permission thereof received from DGTCP and that development construction of certain blocks / segments / constituents / parts / phases is being carried out on certain part of the said Project and further that certain developments shall be carried out in future on certain part of the Said Land as comprised in the said Project all in accordance with the requisite approvals and consents under the applicable law(s) from the competent authorities / statutory authorities / government authorities. The Vendee unconditionally agrees and gives consent to such development and the Vendee shall not raise any objection to any such construction or development work. Such developments shall be the sole property of the Land Owner and Promoter who shall be entitled to dispose of the same in any manner they choose without any interference by the Vendee by herself/himself/itself and / or with one or more of the rest of the unit owners and the Vendee covenants to the same;
- (v) Further, the terrace / roof of the said Project, unless expressly agreed between the Parties in writing, shall always be the property of the Vendors and the Vendors shall be entitled to use and utilize the same in any manner deemed fit by it. The Vendee shall not raise any objection or claim any reduction in price of the said Unit or ask for any account or compensation or damages on the ground of inconvenience or withhold, refuse or delay the payment of maintenance bills or on any other ground;
- (vi) Nothing contained in this Deed shall, however, be construed to confer upon the Vendee any right, title or interest to grant, lease, demise or assign any rights, title or interests in the Said Land upon which said Project is constructed and / or in the rest of the building, except the said Unit and the proportionate, undivided, impartible rights relating thereto and as stated herein;
- (vii) The Vendee is satisfied that there is no subsisting agreement for sale in respect of the said Unit hereby sold to the Vendee and the same has not been transferred in any manner whatsoever, in favour of any other person or persons;
- (viii) The Vendee has enquired and is satisfied that there is no notice of default or breach on the part of the Vendors or its predecessor-in-interest of any provision of law in respect of the said Unit;
- (ix) The Vendee agrees not to demolish the said Unit or any part thereof nor will it at any time make unauthorized constructions of whatsoever nature to the said Unit or any part thereof and shall not chisel or in any manner do damage to

the columns, beams, walls slabs or R.C.C. or other structure in / adjoining the said Unit;

- (x) The Vendee agrees not to make encroachment or obstructions in Common Areas and Facilities / services or cause hindrance in the use and enjoyment of all Common Areas and Facilities / services of the said Project or to throw any rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/places specifically earmarked for said Project.
 - (xi) The Vendee agrees not to close the verandahs, terraces, lounges, balconies or common passage or corridors even if a particular floor(s) are occupied by the same parties.
 - (xii) The Vendee shall not make any additions, alternations or changes in the said Unit or any part thereof without the written approval of the Vendors / Association/ Maintenance Agency/competent authority, as the case may be. Further, the Vendee shall not use and utilize the atrium or any common passage for the purpose of storage of any commodity or goods nor shall the Vendee place any goods or commodities for display or in any Common Area and Facilities.
 - (xiii) The Vendee shall not use the said Unit in a manner that may cause nuisance or annoyance to the other unit owners/occupants of other units in the said Building in particular and/or the said Project in general. The Vendee shall keep indemnified the Vendors against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material / gas, etc. except as permissible under the applicable law for which the Vendee shall be solely liable and responsible.
 - (xiv) The Vendee shall be solely liable to indemnify and hold harmless the Vendors against any damages, direct or indirect including without limitation to the attorney's fees and court costs incurred by the Vendors as a result of the non-compliance of this undertaking by the Vendee or her/his/its agents / assigns.
 - (xv) The Vendee shall not carry out fragmentation / sub-division of the said 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.
- (43) That the Vendee shall not be allowed to do any activity which may be objected to by the other occupants such as playing of high volume music, loudspeaker, dumping of garbage or any activity which spoils the decorum or decency or beauty of the said Building in particular and/or said Project in general including defacing of common walls, lifts or throwing or dumping of refuse / garbage which could be subject to fine or penalties as per prevailing laws / bye laws / house rules in the said Project.
- (44) That the obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity, gas supply charges, etc. shall be irrevocable obligations of the Vendee. The said

obligations shall always run with the said Unit irrespective of the owner/occupant of the said Unit for the time being and they shall survive the conveyance, sale and transfer of the said Unit to the Vendee and be binding on the subsequent transferee(s), successors-in-interest and any person claiming through Vendee or them. The Vendee hereby agrees and undertakes that appropriate recital to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third-party rights, title or interests in the said Unit.

- (45) That the Vendee undertakes to follow, observe and perform all the internal guidelines in the form of Do's and Don'ts provided by the Association/ Maintenance Agency in the welcome kit and from time to time.
- (46) That the Vendee hereby covenants with the Vendors to pay from time to time and at all times the amounts which the Vendee is liable to pay as agreed under this Deed and to observe and perform all the covenants and conditions contained in this Deed. The Vendee further shall keep the Vendors and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the covenants and conditions of this Deed by the Vendee and also against any loss or damage that the Vendors may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Vendee;
- (47) That the Vendee hereby indemnifies and undertakes to keep the Vendors, their assigns, nominees, Association, as well as the other occupants/owners of said Building and / or said Project, as the case may be and as the circumstances so warrant, fully indemnified and harmless from and against all the consequences of breach by the Vendee of its obligations or any applicable law(s) as may be applicable to the said Unit and/or said Building and/or said Project, as the case may be and as the circumstances so warrant, and/or otherwise and / or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Vendee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of the personnel, representatives and/or any other person claiming under/through the Vendee.
- (48) That the Vendee shall henceforth be fully competent and entitled and shall have absolute right to deal with the said Unit in any manner including sale, transfer, gift, lease, mortgage or assignment thereof. However, such sale, lease, transfer, mortgage, assignment etc. shall be subject to terms and conditions in the present Deed. Further, Successor(s)-in-interest of the Vendee shall be liable to become a member of registered Association in place of the Vendee and bound by all the rules, regulations and byelaws etc. of the said Project and this Deed.
- (49) That Vendee undertakes and confirms that the visitor car parking spaces as provided by the Vendors shall remain the property of the Vendors which shall have the absolute right to assign its rights, titles and interests in such unreserved / unallocated parking spaces and the same shall be used harmoniously with other

allottees/occupants, maintenance staff, visitors and the like without causing any inconvenience, obstruction or hindrance to anyone;

- (50) That the Vendee has confirmed that it/he/she has understood the various provisions of UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 along with the rules laid therein and all its their implications thereof in relation to the various provisions of this Deed. The Vendee shall comply with the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and /or any statutory modifications and amendment thereof including the rules and regulations made thereunder.
- (51) That the possession of the Common Areas in the said Project, as the case may be, and as the circumstances so warrant, as well as the Said Land shall remain with the Vendors until and till the extent to which the same are transferred / assigned to its nominee including Association.
- (52) That the Vendee hereby agrees and undertakes to become a member of the registered Association formed under the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and/or any other applicable law and to complete the documentation and fulfil its obligations as may be required under the said Act and as may otherwise be required by Association.
- (53) That the Vendee in its individual capacity as well as the prospective member of Association or any other recognized Association of unit owners in the said Building, and / or said Project, as the case may be and as the circumstances so warrant, hereby confirms and agrees that subject to Section 16 of the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 in the event of any the development of the Said Land or any part thereof at any time in future, on account of any reason(s) whatsoever, the Promoter shall be offered the right of first refusal for carrying out such the development of the Said Land or any part thereof. This clause shall survive the conveyance of the said Unit.
- (54) That this Deed is subject to the applicable laws as are applicable to the said Project.
- (55) That the rights and obligations of the Parties under or arising out of, touching and/or concerning this Deed shall be construed and enforced in accordance with and the applicable laws which shall be the laws of the Republic of India. Uttar Pradesh Real Estate Regulatory Authority (“UPRERA”) for Uttar Pradesh at Lucknow, UPRERA Appellate Authority for Uttar Pradesh at Lucknow, District Courts at Lucknow and/or Hon’ble Uttar Pradesh High Court at Allahabad, to the exclusion of all other courts in India shall alone have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Deed regardless of the place of execution or subject matter of this Deed.
- (56) **General and Miscellaneous:**
 - (i) That the Vendee acknowledges and agrees that he/she/they shall continue to remain bound by such terms and conditions of this Deed, executed between the Vendee / predecessor-in-interest of Vendee and the Vendors, attach to the

said Unit and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882;

- (ii) That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this Deed in respect of the said Unit, shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent vendees / assignees / transferees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes irrespective of the fact whether the terms and conditions of this Deed have been made a part and parcel of the subsequent documentation done regard the lease, license, transfer, assignment etc.;
- (iii) That this Deed is subject to all the applicable law(s) including but not limited to UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and / or rules, regulations, notifications, directives as may be applicable to the said Project. The Vendee has undertaken that henceforth it shall be solely liable, responsible and accountable for violations, if any, of provisions of applicable law(s), rules, regulations or directions issued by any competent authority(ies) including but without limitation judicial / quasi-judicial authorities in respect of said Unit which is subject matter of this Deed. The Vendee undertakes to indemnify the Vendors and their respective agents and representatives, persons claiming through / under the Vendors in respect of any liability or penalty imposed in respect of the said Unit being hereby sold and conveyed by way of this Deed;
- (iv) That the Vendee confirms that he/she/they have understood each and every clause / covenant of this Deed and its legal implications thereon and has also clearly understood her/his/its obligations and liabilities and the Vendors' obligations and limitations as set forth in the Deed. That the Vendee shall keep the Vendors and their respective agents and representatives, Persons claiming through / under the Vendors; their respective estate and effects, indemnified and harmless against any loss or damages that the Vendors or such Persons may suffer as a result of non-observance or non-performance of the covenants and conditions in the Deed;
- (v) Subject to applicable law(s), the Vendee agrees and acknowledges that the Vendors shall be fully entitled to enter into any arrangement and / or understanding and have absolute and unfettered rights to grant and / or transfer and / or convey and / or assign and / or alienate and / or otherwise deal with in any manner whatsoever (including without limitation slump sale, any scheme of amalgamation, merger, demerger, hiving off, restructuring, re-organization and / or any other arrangement or scheme or arrangement permissible under the applicable law(s), dis-investment) all or any of its subsisting rights and interest in the said Building, said Project or any part or

portion thereof and / or any rights under the inter-se agreement, arrangement or understanding between the Land Owners and the Promoter, as may be decided at the discretion of the Vendors without any intimation, written or otherwise or any information or notice to the Vendee and the Vendee shall not raise any objection or dispute at any time in this regard;

- (vi) That the Vendee agrees and understands that the Vendors are under an obligation for the development of the infrastructure facilities only within the said Project, however, the Vendors are not responsible for any facilities and linkages outside the periphery of the said Project and for the provision of which Vendors rely on the government authorities/ agencies or otherwise on the Government of Uttar Pradesh. The Vendee acknowledges and confirms that infrastructure facilities provided by the concerned government and/or the competent authority(ies) is beyond the control of the Vendors in general and the Promoter in particular and the Vendee shall not have the right to raise any claim or dispute against the Vendors/ the Promoter in respect of the facilities provided by the concerned Government or any other competent authority(ies);
- (vii) That the failure on the part of the Vendors in general and the Promoter in particular, to enforce at any time or for any time or for any period of time, any of the provisions, singly or collectively, hereof shall not be construed to be waiver of any provision(s) or of the right(s) thereafter to enforce each and every provision;
- (viii) If any provision or part thereof of this Deed is determined to be void or unenforceable under applicable law(s), such provision or such part thereof shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to applicable law(s) and the remaining unaffected part of such provision and all other provisions of the Deed shall remain valid and enforceable as applicable at the time of execution of this Deed;
- (ix) With effect from the date of taking possession of the said Unit, the Vendee agrees to indemnify and to keep the Vendors in general and the Promoter in particular and their assignees, nominees, their officers / employees as well as the other occupants / owners of the said Project in particular and Said Project in general fully indemnified, saved and harmless from and against all the consequences of breach by the Vendee of any applicable law(s) for the time being in force and/or the stipulations applicable to the Vendee and/or the said Unit hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Vendee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission

and omission on the part of the occupants, representatives and/or any other person claiming under the Vendee;

- (x) Each Party hereto has obtained requisite independent professional advice before proceeding further to execute this Deed;
- (xi) The recitals of this Deed and representations therein along with the Schedules and Annexures to this Deed shall form an integral part of this Deed and shall be read as necessary terms and conditions of this Deed;
- (xii) For all intents and purposes and for the purpose of the provisions set out herein, singular includes plural and masculine includes the feminine gender;
- (xiii) That in case there are joint Vendees, all communications shall be sent to the Vendee whose name appears first and at the address given by him which shall for all purposes be considered as served on all the Vendees and no separate communication shall be necessary to be sent to the other named vendee(s);
- (xiv) 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;
- (xv) That all stamp duty; registration charges and other incidental and legal expenses thereto have been borne and paid by the Vendee. The Vendee shall also be liable for due compliance of the provisions of Stamp Duty Act, 1899 as applicable to the State of Uttar Pradesh. Any deficiency in the stamp duty as may be determined by the Sub-Registrar of Assurances / any competent authority(ies) along with the consequent penalties / deficiencies as may be levied in respect of the said Unit conveyed by this Deed shall be borne and paid by the Vendee exclusively. Further, the Vendee has also agreed that if there is any additional levy on the stamp duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Vendee. In any event, the Vendors shall have no liability in terms of the deficiency of stamp duty or any other provision of applicable laws. The Vendors shall not in any manner be liable for the same and accepts no responsibility or liability in this regard and that the Vendee shall keep the Vendors indemnified in this regard.
- (xvi) That the Vendee agrees and undertakes that this Deed has been executed after all payments/dues/claims/compensation in relation to the said Unit have been mutually discussed/negotiated/agreed and settled to the mutual satisfaction of both the Vendor and the Vendee and the effect of the same has already been given in the Statement of Account of the said Unit. Hence, both the parties acknowledge and confirm that the understanding/obligations pertaining to the terms of the Agreement for Sale stand validly discharged by the vendor and vendee and there are no past claims against each other till the date of execution of this Deed.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures

Signed and Delivered by the within named **VENDEE(S)** in the presence of witness, at _____ on _____:

Signature (of the first /Sole Vendee):	Signature (of the Second Vendee):	Signature (of the Third Vendee):
Name:	Name:	Name:

Signed and Delivered by the within named Promoter in the presence of witness at Gurugram on _____.

For and on behalf of Emaar India Limited	
Name:	
Signature:	
Designation:	
Witnesses:	
Signature	
Name:	
Address:	

For and on behalf of The Land Owners –

- (i) **Emaar India Limited;**
- (ii) **Achates Buildcons Private Limited;**
- (iii) **Acorn Developers Private Limited**
- (iv) **ADZE Properties Private Limited**
- (v) **Bhavishya Buildcon Private Limited**
- (vi) **Chum Properties Private Limited**
- (vii) **Hake Developers Private Limited**
- (viii) **Kartikay Buildwell Private Limited**
- (ix) **Perpetual Realtors Private Limited**
- (x) **Pushkar Projects Private Limited**
- (xi) **Sacred Estates Private Limited**

All acting through Emaar India Limited	
Name:	
Signature:	
Designation:	

SCHEDULE -I

Land Schedule of [●] acres

(Part of Licenses No. [●] of [●])

To be inserted

SCHEDULE – II

(DESCRIPTON OF THE UNIT)

ALL THAT **Unit No.** _____ having Carpet Area _____ **Sq. mts.**
(_____ **Sq. ft.**) having [●] no. of rooms, Verandah area admeasuring _____ sq. mtr.,
balcony areas admeasuring _____ sq. mtr., terrace area admeasuring _____ sq. mtr. on
_____ Floor located on _____ **Floor** in the Tower/ Block/ Building _____
(**“Building”**) along with ____ (____) number of parking space, as permissible under the
applicable law in the Project **‘GH Project’** situated on [●] acres (11827.08 sq mts) out of
226.37 acres situated in the Villages of Sarsawa, Ardauna Mau, Ahma Mau, Pargana
Lucknow, Tehsil Sarojini Nagar and District, Lucknow, named as Gomti Nagar Extension,
Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh, and bounded as under:

At or towards the FRONT : _____

At or towards the REAR : _____

At or towards the RIGHT: : _____

At or towards the LEFT: : _____

SCHEDULE – III

(FLOOR PLAN AND UNIT PLAN)

[To be inserted]

SCHEDULE – IV

(DESCRIPTION OF COMMON AREAS AND FACILITIES)

[*To be inserted*]

SCHEDULE – V

SANCTIONED PLAN

[To be inserted]

SCHEDULE – VI

RELEVANT DETAILS OF THE PROJECT AND THE UNIT

1. Licenses shall mean License No. [●] dated [●] renewed vide Memo No. [●] dated [●] valid till [●] issued by the LDA.
2. Licensed Land shall mean land admeasuring [●] acres (11827.08 sq mts) out of 226.37 acres situated in the Villages of Sarsawa, Ardauna Mau, Ahma Mau, Pargana Lucknow, Tehsil Sarojini Nagar and District, Lucknow, named as Gomti Nagar Extension, Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh which *inter-alia* comprises of residential group housing colony, open areas, landscaped gardens, etc._
3. RERA registration No. [●] bearing [●], dated [●] for the said Project.
4. Occupation Certificate bearing Memo No. _____ dated _____ issued by the [●] for Building No. _____ of the Project in which the Unit is situated.
5. Deed of Declaration dated _____ vide _____ registered in the Office of Sub-Registrar- _____, Lucknow for Building No. _____ of the Project in which the Unit is situated.
6. Agreement for Sale dated _____ duly registered as Document No. _____ in Book No. _____ in Volume No. _____ at Pages _____ to _____ in the office of the Sub-Registrar - _____ on _____ executed by the Vendors in favour of the Vendee for the Unit.
7. Maintenance Charges Commencement Date shall mean Maintenance Charges for the first 12 (Twelve) months @ Rs. _____ / - (Rupees _____ only) including GST, if any, commencing from issuance of Intimation for Offer of Possession + 75 (Seventy Five) days or 30 (Thirty) days from the handover of the Unit, whichever is earlier.
8. Consideration / Total Price of the said Unit shall mean **Rs. _____/- (Rupees _____ Only)**