

DRAFT SALE DEED

This SALE DEED is made and executed at Modinagar, District Ghaziabad, on this _____ day of _____.

BY AND BETWEEN

M/S TECHMAN BUILDWELL PVT. LTD., having its registered office at G-1354, Chittranjan Park, New Delhi-110019, acting through its Authorized Signatory _____, duly authorized and appointed vide Board's Resolution dated _____, hereinafter referred to as "Vendor", which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, executors and assigns of the FIRST PART. (PAN-_____)

AND

M/S TECHMAN INFRASTRUCTURE PVT. LTD., having its registered office at G-1354, Chittranjan Park, New Delhi-110019, acting through its Authorized Signatory _____, duly authorized and appointed vide Board's Resolution dated _____, hereinafter referred to as the "Confirming Party", which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, executors and assigns of the SECOND PART. (PAN-_____)

IN FAVOUR OF

Mr. _____ S/o _____ R/o _____, hereinafter referred to as "Vendee(s)", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective legal heirs, legal representatives and assigns, of the THIRD PART. (PAN-_____)

The Vendor, Confirming Party and the Vendee are hereinafter collectively referred to as the "Parties" and individually as the "Party".

Capitalized terms used herein this Deed but not defined shall have the same meaning as ascribed to them in the Plot Buyer's Allotment Letter (defined herein after executed between the Parties).

WHEREAS:

- A. Whereas the Vendor and the Confirming Party is the absolute lawful owners and in possession of land admeasuring 18543.52 sq. meters in Khasra no. 500, 502m, 500/737, 500/737 ऊ and 500/737 द village Aurangabad Gadana, Modi Nagar, Ghaziabad. (**Hereinafter referred as "said Land"**) vide sale deed (s) registered at the office of the Sub Registrar- Modinagar, Modi

Nagar, Ghaziabad.

- B. That the Vendor and the Confirming Party have obtained the sanctioned / Approval of the Plotted Lay out plan from the Ghaziabad Development Authority, Ghaziabad on the Said Land under the UP Urban Planning and Development Act, 1973. In pursuance of the said approval/sanction, the Vendor has developed the Plotted Colony in the name of Moti City Phase -2.
- C. That the layout Plan of the Said Land has been approved by the office of Ghaziabad Development Authority vide its Layout Approval no. GDA/LD/22-23/1602 and after this sanction, a project by the name Moti City Phase-2 (**Hereinafter referred as "Said Project"**) is being developed on the said Land.
- D. That the said Land is owned by the Vendor along with the Confirming Party and they are the absolute and lawful owner in possession of the Moti City Phase-2 and are recorded as owners in the revenue records by virtue of various sale deeds executed in their favour.
- E. The Confirming Party has separately vested the Vendor with the complete authority and powers to undertake inter-alia amongst other tasks, the development, marketing sale and administration of all the Plots comprised in Moti City Phase-2. The Vendor is also fully authorized by the Confirming Party to receive applications for allotment, impose conditions, make allotments and otherwise to deal with, negotiate, finalize, sign and execute the Plot allotment letter, Saledeeds and all such incidental documents, as may be reasonably necessary to give effect to Plot Allotment letter and also to receive the Total Sale Consideration and other charges or dues as stated in this Plot Allotment Letter from the purchasers/allottees and to give valid receipts thereof in its own name, and otherwise to do all such acts, deeds or things, as may be deemed necessary, by the Vendor in its sole discretion, to give effect to Plot Allotment Letter and this Sale Deed.
- F. Mr./MRs/Ms. _____ D/W/S/o _____
 R/o _____ ("Original Allottee") after fully satisfying itself with respect to the right, title, interest competency and limitations of the Vendor and the Confirming Party ,the area of the Approval/sanction on which the Moti City Phase - 2, the project being developed, as well as the approvals and sanctions thereof approached the vendor and applied to the vendor for allotment of Plot No. _____ admeasuring _____ sq.mt. (_____ Sq.yd.) or thereabouts approx., (hereinafter referred to as the "Said Plot") which was allotted provisionally. The vendee accepted that the Plot No., Size, area and location was tentative.
- G. Pursuant to the Allotment of the Said Plot, the Original Allottee signed and executed Plot Buyer's Allotment Letter dated _____ (the "**Allotment Letter**") with the Vendor for purchase of the aforesaid Said Plot, accordingly

agreed to comply the terms and conditions of the Said Allotment Letter.

- H. The Vendee acknowledges that the Vendor has readily provided complete information and clarifications as required by the Vendee, however the Vendee has ultimately relied upon its own independent investigations and judgment in purchasing the said Plot. Save and except as specifically represented herein or in the Plot Buyer's Allotment Letter, the Vendee's decision to purchase a Plot is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, including, but not limited to, any representations relating to the said Land, or the Plot 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 Vendor whether written or oral, made by the Vendor or its selling agents/brokers, or otherwise. The Vendor hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in the Sale Deed. No oral or written representations or statements shall be considered to be part of this Sale Deed and this Sale Deed is self-- contained and complete in itself in all respects.
- I. The Vendor and Confirming Party are well and sufficiently entitled to sell the various plots in the said Project, inter alia, comprising of several plots of various sizes, dimensions and land uses forming part of the approved layout plan of the said Project.
- J. The Vendee has visited the said Plot and got the final demarcation of the size & location of the said Plot and is fully satisfied with the internal development made at the site of the Moti City Phase-2 by the Vendor and having understood all the limitations and obligations of the Vendor with respect to the provisions of external and social infrastructure available to the site of the said Project, has now expressed his desire to get the Sale Deed of the said Plot executed and registered in his favour.
- K. The Vendee represents and confirms that the Vendee is purchasing the said Plot with full knowledge of all the laws, by-laws, rules, regulations, notifications, as may be applicable to the said Project as well as the said Plot that has clearly read and understood the rights and obligations of the Vendors, as well as all its own rights, duties, responsibilities and obligations under each and every clause of this Deed.
- L. The Vendee represents, agrees and undertakes to become a member of the association of plot owners in the Moti City Phase - 2, as and when formed and registered, if has not become a member thereof prior to the execution of this Deed and shall abide by the bye-laws of the same.

- M. The Vendor represents and the Vendee(s) acknowledge, understand and agree that the Vendor has successfully executed all internal development works, at its own.
- N. The vendee further agrees that it shall not claim any compensation or withhold the payment if any charges on the ground that the infrastructure required for the Moti City Phase -2/said Project is yet not complete or on any other ground.
- O. The vendee acknowledges and confirms that the external development works infrastructure facilities provided by the Government are beyond the control of the Vendor and the Vendee shall not have a right to raise any claim or dispute against the Vendor in respect of the works done by the Government or any other statutory authorities.
- P. The Vendor represents and the Vendee acknowledges, understands and agrees that the said Project is conceived of various services, amenities and facilities for the use and benefit of the allottees and these services shall be available only for use and enjoyment of the all allottees and will be functional only after achieving of 50% actual physical occupation by the allottees at site.
- Q. The Vendee, in terms of the Plot Allotment Letter has paid the agreed Total Price of Rs. _____/- (Rupees _____) for the said Plot, receipt whereof the Vendor do hereby acknowledge. The Vendee has agreed to bear all expenses for the execution and registration of this sale Deed of the said Plot including cost of stamp duty, registration fee and other incidental charges and the Vendors are conveying, alienating, selling and transferring the said Plot onto the Vendee on the terms and conditions contained hereinafter:

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:

1. PROPERTY AND CONSIDERATION:

- 1.1 That in consideration of the amount of agreed, Total Price of Rs. _____/- (Rupees _____) paid by the Vendee to the Vendor, the receipt whereof is hereby admitted and acknowledged by the Vendor, and the Vendee agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions contained herein and as contained in the said Plot Allotment Letter, executed between the Vendor and the Vendee, the Vendor doth hereby convey onto the Vendee all that piece and parcel of land comprising the said Plot together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said Plot belonging and/or

pertaining thereto to hold the same by the Vendee for all times to come.

- 1.2 It is clarified that the Electric, Water, Sewerage Connection charges and any other incidental charges thereto are not included in the aforesaid Total Price and shall be payable by the Vendee in addition to the aforesaid Total Price of the said Plot. The Vendee shall pay the aforesaid charges/ amounts, on demand, to the Vendor or to the concerned department as may be determined at the time of providing necessary connections from the main lines laid along the road servicing the said Plot or as the case may be.
- 1.3 The cost of the development of the said Plot is escalation free, save and except increases, which the Vendee agrees to pay due to increase in external development charges (EDC), GST, Government rates, taxes, cess etc. and/or any other charges which may be levied or imposed by the Government/ statutory/competent authority from time to time including with retrospective effect.
- 1.4 That the vendee has already taken the actual physical vacant and peaceful possession of the said Plot after demarcation at said project in the presence of the Vendor and the same has been delivered to the Vendee before the signing and execution of this Deed and the Vendee confirms the taking over of the possession of the said Plot to its complete satisfaction as to the area and location of the said Plot. The vendee assures that the Vendee shall not raise any objections or make any claim against the vendor in respect location or for any other reason whatsoever and such claim or objection, if any, shall be deemed to have been waived off by the vendee.

2. VENDORS COVENANT WITH THE VENDEE:

- 2.1 That the Vendor has absolute, exclusive, and unequivocal right, full power and authority to convey the said Plot unto the Vendee.
- 2.2 The said Plot is free from all kinds of encumbrances such as sale, gift, mortgage, lease, charge, security, lien, dispute, litigation, acquisition, attachment in a decree of any court, court injunction, etc. and there is no legal impediment or restraint of any nature whatsoever for transfer of the said Plot to the Vendee.
- 2.3 There is no litigation pending before any Court of law with respect to the land underneath the said Plot.
- 2.4 That no one besides the Vendor has any right, title, interest or claim of any kind in the said Plot, which at the date hereof is free from all

encumbrances and legal disputes.

2.5 The Vendee shall be the sole and absolute owner of the said Plot with attendant rights of ownership, possession, enjoyment and shall be entitled to deal with and dispose of the said Plot as deems fit without any interference, obstructions or hindrance from the Vendors or any one claiming under, through or in trust for the Vendor.

3. RIGHTS AND OBLIGATIONS OF VENDEE:

3.1 The actual physical vacant possession of the said Plot has been handed over by the Vendor and the Vendee has taken over the same to his complete satisfaction and henceforth, the Vendee shall be free to use and enjoy the said Plot as per his choice subject to the covenants agreed herein.

3.2 The Vendee has further confirmed to the Vendor that he is purchasing the said Plot with full knowledge of all the laws, bye-laws, rules, regulations, notifications, as may be applicable to the said Project as well as the said Plot.

3.3 That the Vendee shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Vendee has specifically agreed with the Vendors that the allotment of the said Plot shall be subject to strict compliance of Code of Conduct that may be determined by the Vendor/ Association of plot owners for occupation and use of the said Plot and such other conditions as per the applicable laws.

3.4 The Vendee undertakes that the Vendee shall raise construction over the said Plot in accordance with the building plans duly approved by competent authority and the said Plot shall always be used for residential purposes only. Any change in the specified use, which is not in consonance with the sanctions/approvals or is detrimental to the public interest will be treated as a breach of the condition entitling the Vendors/Association of plot owners to initiate and seek appropriate legal remedy against the Vendee for such violation.

3.5 The Vendee undertakes to strictly abide by all norms and conditions of the sanctioned/Approval Plan, notifications, rules, by-laws, and/or any other approvals granted by the Competent Authority in respect of the said Plot/said Project as may be applicable from time to time while carrying out construction. The Vendee agrees that he shall not divide/ sub-divide the Plot horizontally or vertically in constructed area and shall not violate any other norm as may be stipulated in the sanctioned/Approval Plan such as no. of floors and area to be constructed on the said Plot. The

Vendee further agrees not to amalgamate the adjoining Plots except with the prior approval of Competent Authorities. The Vendee specifically undertakes and agrees that the approval of building plans, occupation etc. shall be at his sole cost and responsibilities and the Vendors shall have no responsibility for the same.

- 3.6 The Vendee undertakes and agrees that the development and construction on the said Plot shall be carried out strictly in accordance with the Building Bye-Laws of the concerned Development Authority or and further undertakes and agrees that the facade including the colour scheme elevation, themes, material finishes, boundary wall etc. of the building constructed by the Vendee on the said Plot shall be in accordance with the guidelines if any, provided by the Vendors in this regard.
- 3.7 The Vendee shall not use the open /service areas in the said Project in any manner whatsoever and the same shall be reserved for use by the Vendors/Association of plot owners/ Maintenance Agency and its employees for rendering Maintenance Services. The common areas and service areas, if any, as may be located within the said Project has been earmarked and/or as shall be earmarked by the Vendor/ Association of plot owners to house services including but not limited to electric sub-station, transformers, DG sets room, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps (if any), equipment's etc. and other permitted usages as per sanctioned layout & services plans.
- 3.8 The Vendee shall have no right, title or interest in any other land, area, plot etc. in the said Project except the said Plot. Further, the Vendee shall have no absolute right in any of the common areas in the said Project except right of the use of the common areas jointly with other allottees in the said Project. The Vendee shall only have the right to ingress/egress, over and in respect of open spaces, and/or common areas in the said Project, such as parks, community building, play ground. The Vendee or any other person(s) claiming through the Vendee shall not be entitled to seek partition of the common areas and services area or any part thereof.
- 3.9 The Vendee shall not create and/or allow/cause creating any obstruction, blockages, elevations, constructions in the common areas and service areas in any manner whatsoever. The Vendee undertakes and agrees not to do any encroachment over the land between road, pavement and the said Plot, not to cause any littering, digging outside the said Plot or on the road, not to let water stagnate in or around the said Plot and to maintain the aesthetics of the said Project. The authorised personnel of Vendors/Association of plot owners/maintenance agency will be

permitted to check or inspect stagnant water within the said Plot as pre-emptive precaution against mosquito and insect breeding.

- 3.10 The Vendee shall complete construction over the said Plot within a period of 2(Two) years from the date of offer of possession by the Vendors to the Vendee, after getting the plan approved from the competent Authority.
- 3.11 The Vendee shall further ensure that such construction shall not cause any damage to the adjacent buildings/properties and/or nuisance to other occupants of the said Project.
- 3.12 The Vendee agrees that any common wall built on adjoining plots shall be jointly owned and used equally for support whether vertical or lateral etc., by the respective plot buyers and the area of the said Plot will include half of the area to be covered by such a common wall. All cost and expenditure towards construction of common wall shall be equally borne and incurred by owners of both of adjoining plots.
- 3.13 The Vendee shall have no objection of any kind, whatsoever for the Vendors developing or continuing with the development of other plots and/or areas adjoining with the said Plot conveyed herein to the Vendee.
- 3.14 The Vendee shall not make and/or allow/cause to make pollution of any kind, including but not limiting to noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project, save and except at areas/places specifically earmarked for these purposes in the said Project.
- 3.15 The Vendee shall be responsible to obtain a separate electricity connection in respect of the said Plot directly from the Competent Authority/ Electric Distribution Company/Pashchimanchal Vidyut Vitran Nigam Limited etc. and pay all the charges for the consumption of electricity at the said Plot. However, it is clarified that Vendee shall not affix any cables/ wires for electricity, satellite television, telephone, internet connection in the open air and shall have to follow the process, guidelines, rules and regulations of the Vendors/ Association of plot owners.
- 3.16 The Vendee agrees and undertakes to pay its proportionate share of payments of any charges levied by any Government or local Authority for provision of External Development Charges and/or any enhanced Development Charges (as defined in the Plot Buyer's Allotment Letter) and/or peripheral services as per the terms and conditions stipulated in the Plot Buyer's Allotment Letter. The Vendee further agrees to pay any additional charges which may be levied by any Government or Local

Authority for the provision of services to the said Project.

- 3.17 The Vendee shall become member of Plot Owners Association, formed for the purposes of looking after and taking care of maintenance, repair, management and administration of the said Project, if has not become a member thereof prior to the execution of this Deed and shall abide by the bye-laws of the same. The Vendee shall also from time to time be required to pay membership fee/ subscription charges, sign and execute any application, documents in this regard.
- 3.18 The Vendee agrees not to park their vehicle(s) on the pathway or open spaces in the said Project or at any other place except his own plot. Such unauthorized parking is likely to be removed or fined at the discretion of the Vendors/ Association of plot owners or its maintenance agency. The Vendee further undertakes to adhere to the speed limits prescribed by the Vendors/ Association of plot owners.
- 3.19 That in order to maintain the safety and security of the said Project and its occupants, it shall be mandatory for the Vendee to duly intimate the Vendors/association of plot owners about any further transfer of the said Plot by way of sale, lease or otherwise and to register its servants, drivers, staff or regular visitors with the Association of plot owners at maintenance office without fail.
- 3.20 That all open land(s)/areas other than plots sold, belong and are possessed by the Vendors and all the rights including the ownership thereof of such areas/open land(s), buildings, facilities and amenities, other than those specifically earmarked for common use of the occupants/plot owners, shall vest solely with the Vendors and the Vendors may deal in any manner with such land(s), buildings, facilities and amenities by way of sale, transfer, lease, mortgage, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, association, institution, trust and /or any local body(ies) and at any terms /payment(s) which the Vendors may deem fit. As per provisions of the Govt. policy, the Vendors may decide to construct row houses/apartments/builder floors or to utilize the saleable plot areas in any manner it may deem fit and the Vendee has understood and agreed that as long as it is within the Govt. policies the Vendee, individually and/or collectively, shall not raise any objection to the same at any subsequent stage. It is specifically made clear to the Vendee that the Vendors have not charged any price for the ownership of any amenities/facilities from the Vendee which are specifically earmarked by the Vendors for the Vendors' ownership and the Vendors have not made any commitment to the Vendee to this effect. The Vendors may permit the

occupants of the said Project to use such amenities and facilities upon payment of subscription charges, entrance fee, security deposit or onetime fee etc. and recurring expenses as may be decided by the Vendors.

3.21 The said Project shall always be known as "Moti City Phase -2", Modi Nagar -Hapur Road, Modi Nagar, Ghaziabad. and the same shall never be changed by the Vendee or anybody else.

4. MAINTENANCE:

4.1 In order to provide necessary maintenance services, the Developer/ Association of plot owners, as the case may be, will hand over the maintenance of the said Project to anybody-corporate, association etc. (hereinafter referred to as the "Maintenance Agency") as Vendor in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the said Project including common areas, landscaping and common lawns, water bodies, if any, of the said Project will be organized by the Vendor/ Association of plot owners or its nominated Maintenance Agency. The Vendee agrees and consents to the said arrangement. The Vendee agrees and undertakes to pay maintenance charges within the stipulated time period, on proportionate basis, which shall be fixed by the Vendor/ Association of plot owners and/or the Maintenance Agency from time to time depending upon the maintenance cost. The Vendee shall be liable to pay interest at the rate of 12% per annum for the non-payment of the charges within the time specified, failing which the Vendee shall be disentitled to the enjoyment of common services including electricity water, sanitation etc.

4.2 The Vendee agrees and undertakes to execute a separate Maintenance Agreement with the Vendor/ Association of plot owners or the Maintenance Agency, as and when called upon by the Vendor, if not executed prior to execution of this Deed, with regard to the terms and conditions of maintenance of the said Project and shall be bound by the rules and regulations as may be described in the maintenance agreement. The said maintenance agreement will, inter alia, define the scope of the maintenance and provisions for various services & facilities to be provided in the said project, charges payable by the Vendee(s) in respect thereof and penalties and conditions of withdrawal, curtailment and discontinuation of the facilities and amenities to be provided by the Vendors/ Association of plot owners/Maintenance Agency, for non/delayed payments thereof.

4.3 The Vendee shall be liable to pay to the Vendor/Association of plot

owners and/or the Maintenance Agency, charges for maintaining various services & facilities in the said Project, until the same are handed over to the local body/Authority for maintenance.

- 4.4 The Vendee hereby agrees and accepts that the provisions of such maintenance services and use and access to the common areas, amenities, facilities and service at the said Project shall at all times be subject to payment of all costs, charges, fees etc. by the whatever name called to the Vendor/ Association of plot owners or the Maintenance agency. The rates of maintenance and service charges shall be fixed by the Vendor/ Association of plot owners or the Maintenance agency, as the case may be, keeping the prices of commodities, service, wages, official levies, fees, taxes, water and electricity charges etc. at the prevailing rates at that point of time. The rates shall be subject to periodic revision with the increase in the prices.
- 4.5 The Vendor shall have the right to transfer the interest free maintenance security (IFMS) to the Association of plot owners/ Maintenance Agency, as Vendor may deem fit, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Vendee at any time after execution of this Deed and thereupon the Vendor shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any, of the Vendee on account of the same.
- 4.6 The Vendor/ Association of plot owners and/or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Plot and/or building constructed thereon for carrying out any repairs, alterations, cleanings etc., or for any other purpose in connection with the obligations and rights under this Sale including for disconnections of electricity, water, sewerage etc. and/or for repairing/ changing wires, gutters, pipes, drains, part structures etc. The Vendee agrees to give notice of the provisions of this clause to his tenants, if any.
- 4.7 The common areas and facilities shall remain under the control of the Vendor whose responsibility will be to maintain and upkeep the commons areas and provide amenities until the same are transferred/assigned to the Association of plot owners or local body/municipal authority, as the case may be.

5. MORTGAGE:

That in case the Vendee has availed loan facility for the purpose of the said Plot, the Vendee agrees and consents that after the execution and

registration of this Deed, the original sale Deed shall be received by the Vendor on behalf of the Vendee from the registration office directly and shall deposit the same against receipt, with the concerned financer/banker to create equitable mortgage thereon in accordance with the Banking Rule and Regulations.

6. TRANSFER OF THE SAID PLOT:

The Vendee further assures that whenever the title of the Vendee in the said Plot is transferred in any manner whatsoever, such subsequent transferee shall be bound by all the covenants and conditions contained in this Deed and Plot Buyers Allotment Letter and the maintenance agreement. Such transfer shall be intimated to the RWA's within a span of 30 days of the transfer.

7. GOVERNMENT TAXES, RATES, CHARGES, DUTIES AND USER CHARGES FOR FACILITIES:

- 7.1 The Vendee hereby undertakes to pay directly to the Local Government/ Central Govt./ Local Authority or the existing or to exist in future all rates, taxes, charges and assessments of every description including cess, property tax etc. which are now or may at any time hereafter be assessed charged or imposed upon the said Plot and building constructed thereon, from time to time and at all time from the date of allotment of the said Plot by the Vendor. The Vendee at its own cost shall create the property ID of the said Plot in the office Nagar Nigam/ Palika of Modi Nagar or in office or any other concerned authority.
- 7.2 The Vendee further agrees and undertakes to pay any amount demanded or expenses incurred by the Vendor at its own for providing external development works not provided by the Authority.
- 7.3 The Vendee undertakes to pay to the Vendor, on demand, any liability, as may be demanded/imposed by any Competent Authority even with retrospective effect which has not been demanded by Vendor or the Concerned Authority in the shape and manner of any increase in the External Development Charges/cost of internal development works, any other charges levied, by whatever name called or in whatever form, existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc. which are now or may at any time hereafter be assessed, charged or imposed upon the said Plot and building constructed thereon, from time to time and at all time from the date of allotment of the said Plot by the Vendor and with all such conditions imposed by the Haryana Government and/or any Competent authority(ies) and such increase in External Development Charges/ cost of internal development works any other charges shall be borne and paid

by the Vendee in proportion to the area of the said Plot to the total area of all the plots in the said Project as determined by the Vendor and any such unpaid charges shall be treated as unpaid sale price of the said Plot and the Vendor shall have the first charge/lien on the said Plot for recovery of such charges from the Vendee and/or the subsequent purchasers, as the case may be.

7.4 The Vendee specifically agrees to pay directly or if paid by the Vendor then reimburse to the Vendor on demand any govt. levies, property taxes, other Charges etc. including cess, livable in future on the said Land and/or Project developed/ Constructed on the said Land or the said Plot, as the case may be, as assessable/ applicable in respect of the said Plot to the Vendee and the same shall be borne and paid by the Vendee in proportion to the area of the said Plot to the area of all of the plots in the said Project as determined by the Vendor.

7.5 That the Vendee hereby agrees to pay the following charges on demand to the Vendor:

- 7.5.1 That the standard of internal development has been defined by the Vendor and in case of any change at a later stage in the specifications of internal development thereby resulting in the Vendor incurring any extra charges on account of such charges, the same shall be recovered on pro rata basis from the Vendee(s) and shall be payable as and when demanded by the Vendor.
- 7.5.2 The Electricity Load for the entire Project will be obtained from Concerned Electricity Department/Authority by the Vendor or as the case may be, and the cost of installation of Sub-station/Power House/ Transformers shall be charged extra on pro rata basis and shall be payable by the Vendee on demand, if not included in the cost of said plot.
- 7.5.3 That the other Charges such as individual Electricity Connection Charges including deposit and meter charges, individual water Connection charges from the main supply line, individual sewerage Connection charges from the said Plot to the main sewerage line and storm water Connection Charges from the said Plot to the main line and malba charges etc. shall be borne by the Vendee.
- 7.5.4 If any provision of the existing and future Laws, guideline, directions etc. of any Government or the Competent Authorities made applicable to the said Plot/said Project requiring the Vendor to provide extra pollution control devices, effluent

treatment plant etc. in the said Project, then the cost of such additional devices, equipment's etc. shall also be borne and paid by the Vendee in proportion to the area of said Plot to the total area of all the plots in the said Project, as and when demanded by the Vendor.

- 8.** The Vendor has made over and delivered actual, vacant and physical peaceful possession of the said plot hereby conveyed by the Vendor to the Vendee at the spot who has become the absolute owner in possession of the same absolutely and forever, and shall hereafter be entitled to have and to hold and enjoy the said plot with all right and appurtenances, title, liberties, interest, benefits, ways, passages, advantages, easements and privileges, whatsoever attached thereto, to enjoy, use and reap the fruits thereof without any hindrances, claims or demands whatsoever from the Vendors, their heirs, legal representatives or any other person claiming under or through the Vendors.
- 9.** That the Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the said Project with various Government/Local authorities for electric, water and Sewer Connection etc.
- 10.** That the Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Plot Buyer Allotment Letter which attach to the said Plot and shall survive this sale within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the said Plot Buyer Allotment Letter shall be deemed to be incorporated in this Deed by this reference and as such form part of this Deed.
- 11.** That the address given here in this Deed shall be deemed to be the registered address of the Vendee(s), until the same is changed in the record of the Vendor by way of written request of the Vendee(s). It shall be the responsibility of the Vendee(s) to inform the Vendor by Registered Post AD/Speed Post about all subsequent changes, if any, in his/her/their address. In case of joint Vendees, all communication shall be sent by the Vendor to the Vendee whose name appears first and at his/her address given here in this. It shall for all purpose be considered as served on all the Vendee(s) and no separate communication shall be necessary to the other named Vendee(s). All letters, receipts, and/or notices issued by the Vendor or its nominee and dispatched under Registered Post/Speed Post/ any Courier Service to the last known address of the Vendee shall be sufficient proof of receipt of the same by the Vendee and which shall fully and effectually discharge the Vendor.

12. That all taxes, levies, cess, charges or assessments or any other claim/demand by whatever named called, whether levied or leivable in future, in respect of the said Plot, by any Government Authority (ies) or department or agency shall be borne and paid by the Vendee on pro-rata basis or to be reimbursed to the Vendor in the event the same is discharged by the Vendor as determined by the concerned authorities/Vendor from the date of execution of this Deed.

13. That the Vendee has borne and paid all expenses for the execution and registration of this Deed including cost of stamp duty, registration and other incidental charges. This Sale Deed in respect of the transaction involved herein, is valued for Rs. _____/- (Rupees _____ only) for the purpose of stamp duty in terms of the Indian Stamp Act, 1899 and accordingly the stamp duty is being paid thereon. Any deficiency in the stamp duty as may be determined by the Sub-Registrar and/or Concerned authority along with consequent penalties/ deficiencies as may be levied in respect of the said Plot conveyed by this Sale Deed shall be borne by the Vendee(s) exclusively and the Vendor accept no responsibility in this regard.

14. That for all intents and purposes and for the purpose of the interpretation of the terms and conditions set out in this Deed, singular includes plural and masculine includes the feminine gender, so far as the context may admit.

15. All recitals and terms and conditions and annexures shall be considered to be a part of this Sale deed"

SCHEDULE OF THE SAID PLOT

All that piece and parcel of residential plot known as Plot No._____, measuring _____ sq. mt. (____ sq.yd), situated in Moti City Phase - 2, Modi Nagar – Hapur Road, in the revenue estate of Village Aurangabad Gadana, Tehsil Modi Nagar, District Ghaziabad, Uttar Pradesh is bounded as under & the Site Plan of Moti City Phase - 2, is annexed herewith as Annexure-I, Layout Plan of the said Plot is annexed herewith as Annexure-2.

DIRECTION	SIZE (In Mtr.)	Bounded by

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this Deed on the day, month and year first above written.

Witness:-

1.

Techman Buildwell Pvt. Ltd

(On Behalf of Vendor)

2.

Techman Infrastructure Pvt. Ltd

(On Behalf of Confirming Party)

(VENDEE)