

CONVEYANCE DEED

1. Type of Deed	:	Conveyance Deed
2. Sale Price	:	
3. Certificate No. & Date	:	_____ dated_____
4. Treasury Office	:	
5. Plot No.	:	
6. Area	:	
7. Project	:	
8. Vendor(s)	:	
9. Vendee(s)	:	

This **CONVEYANCE DEED** (hereinafter referred to as "**this Deed**") is executed at [.] on [.];

BY

M/s Himgiri Hotels Private Limited, a company incorporated under the Companies Act, 1956, having corporate identification number (CIN [.] I) and registered office at [.], represented by its authorised signatory, [.] (Aadhar No. [.]) duly authorized vide board resolution dated [.] (hereinafter referred to as the "**Vendor**", which expression shall, unless repugnant to the context hereof mean and include its successors, nominees, administrators and permitted assigns) being party of **the FIRST PART**;

IN FAVOUR OF

[If the Vendee is a company]

[.] (CIN [.]), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [.] (PAN [.]), represented by its authorised signatory, [.] (Aadhar No. [.]) duly authorized vide board resolution dated [.] (hereinafter referred to as the "**Vendee**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Vendee is a Partnership]

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

[OR]

[If the Vendee is an Individual]

Mr./ Ms. [.] (Aadhar No. [.]), son/ daughter/ wife of [.], aged about [.], residing at [.] (PAN [.]) (hereinafter called the "**Vendee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Vendee is a HUF]

Mr./ Ms. [.] (Aadhar No. [.]), son/ daughter/ wife of [.] for self and as the Karta of the Hindu Joint Mitakshara Family known as [.], having its place of business/ residence at [.] (PAN [.]) (hereinafter referred to as the "**Vendee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

(hereinafter singly/ jointly, as the case may be, referred to as "**the Vendee**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/ her/ its respective heirs, executors, administrators, legal representatives, successors and permitted assigns), being party of the **SECOND PART**.

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

I. DEFINITIONS:

For the purposes of this Deed, the capitalized terms defined in this Deed by inclusion in quotations and/ or parentheses have the meaning so ascribed to them and the following terms shall have the meanings set forth below, unless otherwise specified:

- i. "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16

of 2016).

- ii. "**Agreement**" shall mean the Plot Buyer Agreement/ Agreement for Sale dated [.].
- iii. "**Applicable Laws**" shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, rule of law, clearance, approval, directive, guideline, circular, policy, requirement, or other governmental restriction or any similar form of decision, having the force of law, or any direction given by a Competent Authority, statutory or regulatory authority (including the laws, rules and regulations of the Republic of India), or determination by, or any interpretation or administration of any of the foregoing, in writing, by any Competent Authority, statutory or regulatory authority having jurisdiction over the subject matter in question whether in effect as of the date of this Deed or thereafter and in each case as amended or re-enacted, from time to time.
- iv. "**Association of Buyers**" or "**Association**" means the association of allottees/ buyers/ plot owners in the Project formed by the Vendor under relevant provisions of Applicable Laws.
- v. "**Common Areas**" shall have the meaning ascribed to it in the Agreement.
- vi. "**Competent Authorities**" shall mean any government or any governmental agency, statutory body or department, commission, board, semi-governmental, judicial, quasi-judicial, or administrative body, authority or regulator or any political subdivision thereof (including any stock exchange or any self-regulatory organisation established under Applicable Laws) (whether statutory or otherwise) having authority or jurisdiction over the Project Land and/ or the Project.
- vii. "**Deed**" shall mean this Conveyance Deed including its schedules, annexures, recitals and terms and conditions for the sale and transfer of said Plot.
- viii. "**Government**" means the government of the State of Uttar Pradesh.
- ix. "**Independent Areas**" shall have the meaning ascribed to it in the Agreement.
- x. "**Interest Free Maintenance Security and Sinking Fund Deposit**" or "**IFMS & SFD**" shall have the meaning ascribed to in Clause 12.4 hereof.

- xi. "**Maintenance Agreement**" means the agreement to be executed between the Vendor and/ or its nominated Maintenance Agency with the Vendee for providing essential services and other maintenance services.
- xii. "**Maintenance Agency**" shall mean the Vendor or the agency appointed by the Vendor for providing maintenance services of the Common Areas as set out in the Maintenance Agreement.
- xiii. "**Party**", unless repugnant to the context, means a signatory to this Deed and "**Parties**", unless repugnant to the context, means a collective reference to all the signatories to this Deed.
- xiv. "**Project**" shall have the meaning as ascribed to it in Recital B.
- xv. "**Project Land**" shall have the meaning as ascribed to it in Recital A.
- xvi. "**RERA Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- xvii. "**Rules**" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Uttar Pradesh as amended from time to time.
- xviii. "**said Plot**" shall have the meaning as ascribed to it in Recital D.
- xix. "**Schedule**" or "**Annexure**" means the schedule/ annexure, as the case may be attached to this Deed.
- xx. "**Tax**" or "**Taxes**" shall mean all taxes, duties, charges, fees, levies, cess or other similar assessments, including but not limited to Goods and Services Tax (GST), imposed by any central, state, local, or any subdivision, agency, court, authority, tribunal, department, or other Government or Competent Authority.
- xi. "**Total Price**" shall have the meaning as ascribed to it in Clause 1 of this Deed.

II. INTERPRETATION:

Unless the context requires otherwise, the following rules of interpretation shall apply:

- i. Words importing a particular gender shall include all genders, whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- ii. Wherever there is more than one vendee, the expression Vendee(s) in the Deed shall be construed as including each of such vendee, its heirs, executors, administrators, representatives, assigns, etc.

- iii. References to any statute or statutory provision or order or regulation made thereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time.
- iv. References to "persons" shall mean any individual, corporation, partnership, (including, without limitation, association), joint stock company, trust, or government authority (central, state or otherwise) sovereign state, or any agency, department, authority or political subdivision thereof, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors, and permitted assigns or transferees, and in case of an individual, shall include his/ her legal representatives, administrators, executors and heirs and in case of a trust, shall include the trustee or the trustees for the time being.
- v. Headings to clauses and bold typeface are for convenience and reference only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction.
- vi. References to recitals, clauses, or schedules are, unless the context otherwise requires, references to recitals, clauses, or schedules of this Agreement.
- vii. Any reference to an agreement, document or instrument includes that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time.
- viii. The singular usage of a term includes the plural and vice versa.
- ix. References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- x. The currency amounts are stated in INR or Indian Rupees.

III. RECITALS:

Whereas:

- A. The Vendor by virtue of the Consortium Agreement dated [.] with other associate land owning companies has rights and interest and is in possession of or otherwise having rights and interest in the land admeasuring [.] acres approximately, situated in [.] ("Project Land"). The Vendor and the other associate land owning companies have rights and interest in the Project Land by virtue of several sale deeds and the Vendor is fully component to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the Project Land on which Project is to be constructed

have been completed.

- B. The Project Land is earmarked for the purpose of development of a residential project, comprising of residential and commercial plots, green area, services, roads etc. as provided in the layout plan of the said project, and the said project shall be known as '_____' ("Project").
- C. The Vendor has registered the Project under the provisions of the Act with the RERA Authority at Uttar Pradesh on [.] under registration number [.]
- D. The Vendee, being fully satisfied with the marketable title of the Vendor and after examining and checking the location, permissions and approvals, features, and limitation in respect of the Project Land and the Project, had entered into an Agreement for Sale of plot bearing number [.] having an area of [.] square meters (i.e., [.] square yards approximately) and plot for garage/ covered parking admeasuring _____ square feet (if applicable) for residential usage, fully described in **Schedule-I** attached herewith and shown in lay out plan attached herewith as **Schedule-II** (hereinafter referred to as the "said Plot") and right to use the Common Areas dated [.] with the Vendor.
- E. The Vendee has inspected the ownership/ title records of the Project Land, various approvals, consents and permissions, granted by the Competent Authorities and all other information, clarifications, specifications, etc. of the said Plot/ Project, etc. sought by him/ her/ it with regard to all the above and all documents relating to the title, competency and rights of Vendor to develop and construct the Project on the Project Land and all other relevant details. The Vendee acknowledges and confirms that he/ she/ it is fully satisfied in all respects with regard to the right, title and interest of the Vendor in the Project Land, Project and said Plot and has understood all limitations and obligations of the Vendor in respect thereof and competency of the Vendor to execute this Deed and the Vendee has relied on his/ her/ its own judgment and investigations in purchasing the said Plot. 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 this Deed and no oral or written representations or statements of the Vendor shall be considered to be part of this Deed.
- F. The Vendee has confirmed to the Vendor that the purchase of the said Plot by the Vendee is with full knowledge of all Applicable Laws, rules, laws, regulations, notifications, etc. applicable to the Project in general and the said Plot in particular and the terms and conditions contained in this Deed, the Agreement and the

Maintenance Agreement and that the Vendee has clearly understood his/ her/ its rights, duties, responsibilities and obligations thereunder.

- G. The Ghaziabad Development Authority has granted the occupation-cum-completion certificate with regard to the Project vide approval dated [.] bearing registration number [.];
- H. The Parties are desirous to execute this Deed for recording the terms and conditions for the sale and transfer of the said Plot and the rights, duties, responsibilities and obligations of the respective Party.

AND NOW THEREFORE, THIS DEED IS WITNESSETH AS UNDER:

1. In consideration of: (i) a sum of Rs. [.] (Rupees [.] only) ("Total Price"), the receipt whereof the Vendor hereby acknowledges and admits, (ii) undertaking by the Vendee to pay such further amount(s) which the Vendee is liable to pay in terms of this Deed, Agreement, and Maintenance Agreement, and (iii) relying on the confirmations, covenants, assurances and representations of the Vendee to fully abide by, fulfil, observe and perform the terms, conditions, undertakings, covenants and stipulations herein contained and as mentioned in this Deed, the Agreement, Maintenance Agreement and other documents executed by the Vendee with the Vendor/ Maintenance Agency; the Vendor doth hereby sell, convey, assign and transfer to the Vendee the said Plot, i.e., Plot bearing plot number [.] having an approximate area of [.] square meters (i.e., [.] square yards approximately) and plot for garage/ covered parking admeasuring _____ square feet (if applicable) fully described in **Schedule-I** attached herewith and shown in lay out plan attached herewith as **Schedule-II** along with the right to use the Common Areas and other rights, easements and appurtenances in respect of the said Plot, to have and to hold the same absolutely and forever, subject to the restrictions, covenants, exceptions and conditions mentioned in this Deed.
2. The said Plot hereby sold and conveyed under this Deed is free from all mortgages, encumbrances, liens or charges, and attachments, save and except those created on request of the Vendee to obtain loan for purchase of the same, and loan taken by the Promoter for development of the Project.
3. The possession of the said Plot has been handed over to the Vendee simultaneous to execution of this Deed. The Vendee confirms and acknowledges that before taking over possession of the said Plot, the Vendee has physically inspected and verified the said Plot and has fully satisfied itself as to the area, dimensions, measurements, specification, cost,

charges etc., in respect of the said Plot, and has no complaint, claim or objection in respect thereof.

4. The Vendee agrees that all claims, demands, disputes, litigations, etc. of the Vendee, if any, for period prior to execution of this Deed have been fully settled, and the Vendee shall not raise any objections or make any claim, demand or raise any dispute, etc., of any nature whatsoever, against the Vendor, Maintenance Agency, its nominees, etc., in future in respect thereof including but not limited to for any delay in development/ handover of possession of the said Plot, etc., and all such claims, demands, objections, etc., if any, shall be deemed to have been waived by the Vendee.
5. The Vendee acknowledges that he/ she/ it has paid proportionate charges towards External Development Charges (EDC) and Infrastructure Development Charges (IDC), at current applicable rates upto the date of execution of this Deed. However, in the event of increase or enhancement in development charges (including EDC and IDC) and any other cost, charges, levies, fee, etc., payable to the Competent Authority and/ or any other increase in charges or any fresh demand by the Competent Authority from time to time, whether prospective or retrospective, under any other head including but not limited to Taxes, cost of development with regard to state/ national highways, transport, irrigation facilities, power facilities, etc., enhancement of compensation payable to the farmer(s)/ erstwhile land owners for acquisition of their land by relevant land acquiring/ land allotment authority or for any other reason by whatever name called, the Vendee shall bear and pay to the Vendor, on demand, further amounts on proportionate basis towards such increase or enhancement or fresh levy along with other costs incurred by the Vendor in respect of these charges/ demands. The Vendee also agrees that if any additional external and/ or peripheral services are provided by the Central/ State Government, local or other authority in or around the Project and/ or for any bigger zone and charges are levied in respect of the same, then, the Vendee shall also be liable to pay such charges to the Vendor on proportionate basis as per demand raised by the Vendor in addition to the sale price of the said Plot.

The Vendee agrees and acknowledges that the Total Price mentioned above is inclusive of Taxes levied or leviable by the Competent Authorities in respect of the said Plot, Project Land and said Project, and as and when any amount is payable by Vendor on account of any Tax (including but not limited to GST, VAT, interest, penalty for delayed payments, etc.,), the Vendee shall pay the same to Vendor on proportionate basis as per demands raised by the Vendor, without any delay or demur.

6. The Vendee shall be liable to pay all levies, charges, taxes, fees, duties, property tax, house tax, water tax, sewerage tax, electricity charges, water charges, municipal tax,

goods and services tax and all other Taxes, government rates, and any other charges, by whatever name called, whether levied now or leviable in future in respect of the said Plot, whether levied prospectively or retrospectively, without any recourse to/ liability on the Vendor. In the event the Vendor is required to make payment of such levies, charges, Taxes, fees, house/ property tax, duties, etc., to the Competent Authorities, then, the Vendee shall be liable to pay the same on proportionate basis (along with interest) as per demand raised by the Vendor. However, in the event the Vendor has already made the payment or part thereof, then, the Vendee shall be required to reimburse the same to the Vendor on proportionate basis as per demands raised by the Vendor, without delay or demur. As and when the said Plot is assessed separately, the Vendee shall pay applicable Taxes, cesses, levies and charges, etc., to the Competent Authority(ies) on demand being raised by such Competent Authority(ies).

7. If deemed necessary by the Vendor or any of its nominees or if any provision of the existing and future Applicable Laws made applicable to the said Plot/ Project requires provision of new/ additional facilities/ equipment/ devices or their upgradation, etc. including but not limited to providing: (i) additional fire safety measures, etc., (ii) provision of external, infrastructural and/ or peripheral services attributable to the Project/ Project Land, (iii) increase in any charge, deposits, securities, etc., to be paid to authorities, (iv) increase in charges or deposits for bulk supply of electrical energy, etc., whether prospectively or retrospectively, then, the cost of such additional devices, equipment, facilities, upgradation or increase, etc. shall also be borne and paid by the Vendee on proportionate basis, as and when demanded by the Vendor, in addition to the Total Price.

8. The Vendee shall be entitled to the following limited rights:

- 8.1 ownership of the said Plot; and
- 8.2 right to use the Common Areas, along with other occupants and maintenance staff, etc., without causing any inconvenience or hindrance to them.

It is clarified that the right of Vendee to use such Common Areas shall always be subject to: (i) timely payment of cost of maintenance, charges, IFMS & SFD, and other charges, deposits and amounts payable by the Vendee to the Vendor, Maintenance Agency, Association of Buyers, as the case may be, in terms of this Deed, the said Agreement and Maintenance Agreement, and (ii) compliance of the terms and conditions mentioned in this Deed, the Agreement and the Maintenance Agreement and Applicable Laws, rules and regulations, guidelines, etc., as may be prescribed by the Vendor, the Maintenance Agency or Association of Buyers, from time to time.

9. The Vendee agrees and acknowledges that the Common Areas will be handed over to the Association of Buyers or Competent Authorities, as the case may be, as per

Applicable Laws upon duly obtaining the completion certificate by the Competent Authority as provided in the Act.

The Vendee understands and acknowledges that the service areas in the said Project which are or may be reserved/ earmarked by the Vendor for services/ use by maintenance staff and/ or earmarked by the Vendor to house services including but not limited to electric sub-station, transformer, DG set rooms, underground and overhead water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment, etc., shall not be used by the Vendee for parking or for any other purpose, of any nature whatsoever.

10. It is clarified that the Vendee shall not have any right in the Independent Areas, and the right to use such Independent Areas shall be limited to the Vendee/ persons who have been specifically authorized to use such Independent Areas. The Vendor shall be entitled to regulate the usage of the Independent Areas and deal with or dispose the same as it may deem fit and proper. The Vendee agrees and acknowledges that the use and enjoyment of Independent Areas shall be as decided by the Vendor and available only to whom such Independent Areas are allotted/ reserved by the Vendor and other vendees shall not claim any right in such Independent Areas.

11. General Compliance with Respect to the said Plot

- 11.1. The Vendee shall not use/ permit usage of the said Plot for any purpose other than residential purpose. The Vendee shall not use/ permit the said Plot or the construction thereon to be used for any other purposes, or for carrying out any objectionable trade or for any offensive, illegal or immoral purposes and shall not do or cause to be done any act/ omission which, in opinion of the Vendor/ Maintenance Agency/ Association of Buyers, may cause pollution, nuisance, damage, annoyance or inconvenience to the occupiers of adjoining plots/ areas. Any change in the specified usage of the said Plot, which is not in consonance with the usage as specified in this Deed, rules prescribed by the Maintenance Agency/ Association of Buyers or is detrimental to the public interest shall be considered as breach of terms and conditions of this Deed by the Vendee.
- 11.2. Further, the Vendee shall not do or permit anything to be done in or around the said Plot which tends to cause damage to any plot in the vicinity to the said Plot or anywhere in the said Project or in any manner, interferes with the use or access thereof of spaces, passages, roads or amenities available for common use. The Vendee shall also strictly follow the instructions as may be issued by the Vendor/ Maintenance Agency, from time to time, in this regard.

- 11.3. The Vendee has specifically agreed that the sale/ transfer of the said Plot is subject to strict compliance of policies, guidelines, bye-laws, rules and regulations, etc., framed by the Vendor, Maintenance Agency, Association of Buyers for such occupation and usage, which may include but is not limited to usage of the said Plot, operation hours of various maintenance services, general compliance for occupants of the Project, regulation as to entry/ exit of the visitors, invitees, guests, security, etc. It is clarified that the policies, guidelines, bye-laws, rules and regulations, etc., framed by the Vendor, Maintenance Agency, Association of Buyers is always subject to change by the Vendor/ Maintenance Agency/ Association of Buyers, as the case may be, from time to time.
- 11.4. The Vendee shall be solely responsible to maintain the said Plot and construction on the said Plot at its own cost, in good repair and condition and shall keep the sewers, drains, pipes and appurtenances thereto or belonging thereto, in good condition and maintain the same in a fit and proper condition and ensure that the support, shelter, etc., of the building or pertaining to the said Project is not, in any way, damaged or jeopardized.
- 11.5. The Vendee shall not:
 - i. do or suffer to be done anything in the Project, the said Plot, the construction thereon and the Common Areas of the Project, which may be in violation of terms and conditions of Agreement, this Deed, Maintenance Agreement and any laws or rules of the Competent Authority and Applicable Laws;
 - ii. carry out any change in the colour scheme of the outer walls or painting of the exterior side of the windows or in the exterior elevation or design once the same are approved by the Vendor;
 - iii. store any hazardous or combustible goods or flammable chemical or inflammable goods in the said Plot or place any heavy material in the common passages or staircase of the building;
 - iv. remove any wall of the said Plot/ building to be constructed by the Vendee on the said Plot;
 - v. use any part of the Common Areas, parks, roads, open spaces, etc., in the Project for hosting/ holding any public gathering, function, meetings, etc., by whatever name called, without taking prior written consent of the Vendor/ Maintenance Agency and payment of applicable charges for the same;
 - vi. use any part of the Common Areas for keeping/ chaining pets, dogs, birds;

- vii. object to connecting/ linking by the Vendor of the amenities/ facilities, viz. water, sanitary/ drainage system, etc. of Project/ addition development/ construction with the existing ones in the Project;
- viii. subdivide the said Plot or amalgamate the same with any other adjoining plot(s). In case of joint Vendees, each Vendee's share in the said Plot shall always remain undivided, unidentified and impartible;
- ix. raise any construction on any part of the said Plot or re-construct any part thereof, without obtaining sanctions/ permissions from the concerned authorities and receipt of prior written permission from the Vendor/ Maintenance Agency for undertaking such construction/ re-construction.
- x. store or cause/ permit any of its agents, servants, occupants, clients or other visitors of the said Plot to store, stock, bring into, or keep in, the said Plot any prohibited goods, materials, explosives, hazardous, combustible or inflammable substances which may cause risk by fire or which causes damage to or endanger the safety of the said Plot, adjacent plots and/ or the Project;
- xi. place any material in the Common Areas of the said Project;
- xii. construct, place or maintain any matter or thing upon, over or under the Common Areas of the said Project;
- xiii. litter, pollute, throw/ stack trash, garbage, excess materials of any kind in areas adjoining the said Plot and on or about the Common Areas of the said Project;
- xiv. use the said Plot, Common Areas and other facilities and amenities in the Project in contravention of terms and conditions of Agreement, this Deed, Maintenance Agreement, rules, regulations, bye-laws and guidelines framed by the Maintenance Agency, Association of Buyers, etc. and Applicable Laws;
- xv. cause damage to, or create any encroachment, hindrance or obstruction on any part of the Project, the Common Areas or any part thereof, limited common areas and facilities, other plots, etc. or block the Common Areas in any manner whatsoever;
- xvi. keep the battery, invertors/ petrol, kerosene, generators, flowers, vessels, air conditioners, coolers, etc. in the stairs or the entrance or road or parking places;
- xvii. not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access;
- xviii. sink any bore-well or dig any well in the said Plot/ Project; or

xix. distribute the electrical load which is not in conformity with the electrical systems installed in the said Project.

11.6. The Vendee is not permitted to, and covenants that it shall not, change/ modify/ add/ alter, in any manner whatsoever and whatever nature it be of, the exterior elevation and design as provided by the Vendor. The Vendee shall obtain the prior written approval of the Vendor to change the exterior elevation and design.

11.7. If any damage is caused to the said Plot, Common Areas or to the Project on account of any act, negligence or default on part of the Vendee or his employees, agents, servants, guests or invitees, the Vendee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Vendor, Maintenance Agency or the Association of Buyers, as the case may be.

11.8. The Vendee hereby agrees and confirms that any non-observance of the provision of this clause shall entitle the Vendor and/ or Maintenance Agency, to enter the said Plot, if necessary and remove the non-confirming fittings, fixtures and changes at the cost and expense of the Vendee.

11.9. The name of the Project shall always be [.] and the Vendee or his/ her/ its lessees, occupants, transferees, assignees etc., or the Association of Buyer shall not change the same, in any manner whatsoever.

11.10. At present, there is no subsisting notification, or order by the central/ state government or any other local authority regarding acquisition or requisition or otherwise for taking over of the area in which the said Plot is located. In case any such development takes place hereafter, the same shall be at the cost and risk of the Vendee. Any compensation, if received by the Vendor, shall be paid on proportionate basis to the Vendee. The Vendor shall not be responsible or liable in any manner whatsoever on account of any such eventuality.

12. **Maintenance of the said Plot/ Project**

12.1. The Vendor/ Maintenance Agency will provide and maintain the essential services in the Project till the taking over of the maintenance of the Project by the Association of Buyers or Competent Authority, as the case may be, upon issuance of completion certificate of the Project, subject to regular payment of cost of maintenance, charges and other amounts payable by the Vendee under this Deed, the Agreement and the Maintenance Agreement.

12.2. The Vendee shall sign and execute a Maintenance Agreement with the Maintenance Agency which, *inter alia*, defines the scope of essential and maintenance services to be provided by the Vendor/ Maintenance Agency, and the cost of maintenance, charges which the Vendee shall be liable to pay without any delay or demur.

- 12.3. It is made clear to the Vendee that the Maintenance Agency shall provide essential services and these shall mainly relate to services/ infrastructure in respect of: (i) motorable internal roads (other than public/ sector roads), (ii) electricity supply, (iii) water supply, (iv) sewerage, (v) drainage, and (vi) storm water disposal. Other maintenance services with respect to the Common Areas will be as set out in the Maintenance Agreement. However, it is clarified that maintenance of the infrastructure/ public facilities and services provided/ to be provided by the Competent Authorities including but not limited to sector roads, major public roads, green belt, electricity, water, etc., shall be the responsibility of the Competent Authority for which Vendor/ Maintenance Agency shall not be responsible or liable in any manner whatsoever.
- 12.4. The Vendee shall pay an interest free maintenance security and sinking fund deposit ("**IFMS & SFD**") calculated at the rate of Rs. [.] (Rupees [.] only) per square yard of the area of the said Plot, failing which the Vendee shall be liable to pay compounded interest at the rate specified in the Maintenance Agreement. The said IFMS & SFD has not been considered in the Total Price specified above as it is being deposited and shall be deposited and demanded as per the provisions contained in the Maintenance Agreement.
- 12.5. This IFMS & SFD shall be retained by the Vendor/ Maintenance Agency/ or its nominee, and the utilization/ adjustment of the same by the Vendor/ Maintenance Agency shall be as per the Maintenance Agreement. Further, in the event of non-payment of IFMS & SFD, cost of maintenance and other charges, amounts, etc., the Vendor/ Maintenance Agency shall, without prejudice to the above, also have the right to disconnect electricity supply/ water supply to the said Plot and/ or discontinue provisioning of maintenance services in respect of the said Plot.
- 12.6. In the event of transfer of the said Plot to a subsequent purchaser, assignee and/ or transferee, the IFMS & SFD shall be transferred to the account of such subsequent purchaser, assignee and/ or transferee, as the case may be, after adjusting therefrom any outstanding maintenance bills and or other outgoings of the Vendee, subject to the Vendee making good the deficit in IFMS & SFD, pending charges, dues and other amounts payable by the Vendee to the Vendor and/ or Maintenance Agency and fulfilling other terms and conditions as may be specified in this regard.
- 12.7. As and when any plant and machinery within the Project including DG sets, electric sub-stations, fire fighting equipment, any other plant and equipment of capital nature etc. and other infrastructure facilities, roads, drains, water supply, sewer disposal system, electrical or other installations etc., require replacement, up-gradation, repairs, additions, etc., the cost thereof shall be contributed by all

the occupants, plot owners (including the Vendee) in the Project on proportionate basis, as per demands raised by the Vendor. The Vendor or the Maintenance Agency shall have the sole authority to decide the necessity of such repair, replacement, up gradation, additions, refurbishment, etc. including its timings or cost thereof and the Vendee agrees to abide by the same.

- 12.8. The Vendee agrees to also abide by the terms and condition of the said Maintenance Agreement. Further, the Vendee shall provide requisite cooperation and assistance including executing necessary documents, agreements, etc., as may be required by the Vendor and/or Maintenance Agency, from time to time. In case of any default in payment of applicable charges under the said Maintenance Agreement, the Vendee would be liable to pay interest on the due amount as prescribed in the Maintenance Agreement.
- 12.9. In case of non-payment by the Vendee of the maintenance charges, the Vendor/ Maintenance Agency shall be entitled to utilize the IFMS & SFD for meeting the common maintenance expense, repairs and up-keep including indirect expenses and service charges. Further, as and when any plant & machinery within the Project including DG sets, electric sub-stations, firefighting equipment, any other plant and equipment of capital nature, etc. require replacement, up-gradation, additions, etc., the cost thereof shall be incurred from the IFMS & SFD. The Vendor or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, additions, etc. including its timings or cost thereof and the Vendee agrees to abide by the same.
- 12.10. If due to such adjustments, the IFMS & SFD to be maintained with the Vendor/ Maintenance Agency falls short, then, the Vendee hereby undertakes to make good the resultant shortfall/ deficit within 15 (fifteen) days of demand by the Vendor. The Vendor reserves the right to increase the IFMS & SFD, from time to time, in keeping with the increase in the cost of maintenance services and the Vendee agrees to pay such increases within 15 (fifteen) days of demand by the Vendor.
- 12.11. The Vendee acknowledges and confirms that the Vendor/ Maintenance Agency reserves the right to modify/ revise the cost of maintenance, charges, repair and replacement charges/ sinking fund/ charges, IFMS & SFD, and other amounts payable by the Vendee under the Maintenance Agreement as per requirement from time to time.
- 12.12. The Vendee also acknowledges and agrees that: (i) charges/ deposit for stacking of materials/ debris during construction on the said Plot and repair of roads, if damaged on account of construction on the said Plot, (ii) cost of Electric Service Connection (meter cost, energizing charges, etc.), if provided by the Vendor, (iii)

cost of providing sewer and water connection from the mains laid along the road serving the said Plot, as and when provided, shall also be borne and paid by the Vendee in addition to Total Price as per demands raised by the Vendor/ Maintenance Agency.

- 12.13. In addition to the above, the other terms and conditions relating to maintenance services, use of Common Areas and maintenance/ payment of IFMS & SFD, repair and replacement charges/ sinking fund, cost of maintenance, charges, etc., shall be as set out in the Maintenance Agreement.
13. In addition to the Vendor's and Maintenance Agency's right of unrestricted usage of Common Areas and other areas/ spaces in the Project as specified in this Deed including for providing maintenance services, the Vendee shall permit the Vendor/ Maintenance Agency and/ or its/ their agents, workmen, employee, nominees, etc., to enter into the said Plot or any part thereof or the building/ structure constructed on the said Plot, after due notice and during normal working hours, unless the circumstances warrant otherwise, for carrying out any repair, alternations, etc. and for any other purpose in connection with the provision of maintenance services, connections/ dis-connection of the electricity and water and/ or for repairing/ changing the common utilities/ services running through or around the said Plot. Further, the Vendee agrees and confirms that in the event of any emergency or any exigency situation, the Maintenance Agency and its representatives, employees, etc. shall be entitled to enter the said Plot without any notice in order to prevent any further damages/ losses to life and/ or property in the said Plot and the Vendee shall raise no objections to the same and if required, extend all its co-operation in this regard. Any refusal of the Vendee to give such right of entry will be deemed to be violation of this Deed and the Vendor shall be entitled to take such actions as it may deem fit.
14. The Vendee shall be required to carry out construction on the said Plot and obtain occupation certificate from competent authority within a period of [.] (.) months from the date of execution of this Deed. The construction shall be carried out by the Vendee on the said Plot as per Applicable Laws and upon obtaining requisite permissions and approvals from the Competent Authorities and NOC from the Vendor/ Maintenance Agency in this regard in terms of the Maintenance Agreement. In the event the Vendee fails to complete construction on the said Plot within the above-mentioned timeline of [.] (.) months, then, the Vendee shall be liable to pay charges at the rate of Rs. [.] (Rupees [.] only) per plot per month for the period of delay.
15. The Vendee agrees and acknowledges that the Vendor shall not be responsible and/ or liable for any construction and/ or development on the said Plot. The Vendee shall get all the building plans, drawings, and other approvals pre-approved from the Vendor.

16. The Vendee agrees that all construction and development on the said Plot, of any nature whatsoever, shall be the sole and exclusive responsibility, obligation and liability of the Vendee. The Vendee shall be responsible and obligated to: (i) obtain and maintain all permissions and approvals in respect of any construction and development to be undertaken on the said Plot at his/ her/ its cost and expense; and (ii) carry out all construction and development on the said Plot at his/ her/ its cost and expense as per and in accordance with Applicable Laws, sanctioned building plans and all other approvals without any liability on the Vendor. The Vendee shall remain solely liable and responsible for consequences that may arise out of non-compliance of Applicable Laws and/ or misuse of construction/ development on the said Plot, without any liability on the Vendor.
17. The Vendee agrees and acknowledges that the construction on the said Plot will be used by Vendee, occupants, nominees, legal heirs, servants, employee, guests, invitees, etc. for such lawful purposes as may be permitted under Applicable Laws.
18. The Vendee shall ensure that the construction on the said Plot does not hinder, block, obstruct, in any manner whatsoever, the peaceful enjoyment/ access of the Common Areas, nor permit the omission/ commission of any act which has the effect of hindering/ blocking/ obstructing the Common Areas and/ or which may adversely affect or hinder the proper and responsible use and access of the Common Areas.
19. The Vendee shall get the said Plot, construction on the said Plot and contents therein insured at his/ her/ its own cost and expense.
20. The Vendee further agrees and undertakes that he/ she/ it shall join the Association of Buyers formed/ to be formed by the Vendor. The Vendee shall pay the prescribed fees, subscription charges thereof and shall complete such documentation and formalities as is deemed necessary by the Vendor in this regard. Further, the Vendee shall adhere to and comply with the bye-laws, rules, regulations and policies of such Association.
21. That the Vendee do hereby declare and confirm that:
 - 21.1 All the terms and conditions of the said Agreement shall be deemed to have been incorporated in this Deed save and except those terms and conditions of the said Agreement which are at variance with the terms and conditions contained in this Deed, in which case, terms and conditions of this Deed shall prevail.
 - 21.2 It shall abide by all the Applicable Laws, bye-laws, rules, regulations, notifications, etc., which are applicable to the said Plot, Project and Project Land under and all laws, bye-laws, rules and regulations of any Competent Authorities or local bodies, conditions of grant of approvals as relating to the Project and the said Plot and to suffer consequences of any breach thereof. The Vendee shall be solely responsible and liable for violations, if any, of the provisions of the Applicable Laws.

- 21.3 It shall neither do on its own nor permit anything to be done to any part of the Project, which would be in violation to the sanctioned plans, completion certificate and any other approvals/ permissions relating to the Project.
- 21.4 It has conducted and undertaken necessary due-diligence of the said Plot/ Project and has sought all clarifications and perused/ verified all the documents in respect of the Project and has satisfied himself/ herself/ itself about the right, title and interest of the Vendor over the Project Land and specific features/ characters of the said Plot.
- 21.5 It shall always observe and perform all the terms and conditions, covenants and provisions on which the Demised Premises has been given on lease.
- 21.6 It shall not do, omit or knowingly suffer to be done anything whereby the rights, interest and title of the Vendor to the Project or Project Land is violated, forfeited, jeopardized or extinguished.
- 21.7 It shall and shall cause all its nominees, officers, subordinates, servants, agents and representatives to do, perform, observe and confirm to all the terms, conditions, rules, laws, bye-laws, regulations, as are stated herein as well as those required to be observed under Applicable Laws for occupation and use of the said Plot and the Vendee shall ensure compliance of the same.

22. **Subsequent Transfers**

- 22.1 The Vendee may transfer/ assign the said Plot or any interest in this Deed, as may be permitted by the Vendor, subject to:
 - i. Receipt of written request from the Vendee by the Vendor;
 - ii. Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, Taxes and duties accrued as on the date of the transfer;
 - iii. Payment of the administrative charges/ transfer charges by the Vendee as prescribed by the Vendor and Competent Authorities, which may be revised, from time to time, along with the applicable Taxes, if any;
 - iv. Signing/ execution by the Vendee of such documents/ applications as may be required by the Vendor;
 - v. The Vendee obtaining no objection certificate/ letter from the Vendor, Maintenance Agency and other Competent Authorities, as the case may be;
 - vi. The assignee/ transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Vendor; and

vii. In case the Vendee has secured any finance/ loan against the said Plot from any financial institution/ bank, a 'No Objection Certificate' from the financial institution/ bank.

22.2 Any change in the name of the Vendee (including addition/ deletion) as registered with the Vendor will be deemed as transfer for the purpose of this Deed. Claims, if any, between the Vendee and the subsequent transferee in respect of the said transfer, assignment etc., shall be settled between the Vendee and the subsequent transferee, without any responsibility on the Vendor.

22.3 The administrative charges/ transfer charges for the transfer of the said Plot amongst family members (i.e., husband/ wife and own children/ mother/ father and real brother/ real sister) will be [.]% of the normal administrative charges/ transfer charges.

22.4 In case of death of the Vendee, the said Plot will be transferred to the legal heir of the Vendee on submission of the documents as may be required by the Vendor and/ or Maintenance Agency.

22.5 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 respect of the said Plot and the Project shall equally be applicable to and enforceable against and by any subsequent transferees in case of a transfer of the said Plot/ part thereof, as permissible, as the said obligations go along with the said Plot for all intents and purposes. The Vendee shall ensure that the persons to whom the said Plot or part thereof is let, transferred, assigned or given possession of will execute, acknowledge and deliver to the Vendor and Maintenance Agency such instruments and take such actions as the Vendor/ Maintenance Agency may reasonably request to confirm or perfect any right to be created or transferred pursuant to any such transaction. The Vendee also undertakes to incorporate the terms of this Deed in any transfer document which he may execute whether pertaining to sale of the said Plot/ part thereof or lease or any other similar transaction.

23. Raising of Loan/ Finance

23.1 The Vendee may avail loan/ finance against the said Plot at its sole risk, cost and subject to Applicable Laws. The Vendor hereby makes no representation or warranty as to the mortgage-ability, etc., of the said Plot, as different banks/ financial institutions, have their own rules and regulations for extending loan/ finance. However, the Vendor may provide reasonable assistance and guidance to the Vendee in this regard.

- 23.2 The Vendee shall be solely responsible and liable for repayment of loan facility and satisfaction of charge, to comply with the terms and fulfil its obligations under the agreements executed with banks/ financial institutions, etc., without any liability on the Vendor.
- 23.3 The Vendee agrees that in the event of termination of the agreement/ tripartite agreement executed with the lending bank/ financial institution/ Vendor, the Vendor shall be entitled to make payment to the lending bank/ financial institution, if required, under the said agreements. The Vendee further agrees that it shall not create any hindrance, interference, claims, disputes, etc., in respect of compliance by the Vendor with its obligations under the said agreements, if any.
- 23.4 Notwithstanding anything contrary contained herein or in the Agreement, the Vendor may raise loan/ finance from any banks/ financial institutions or any other lending parties and for this purpose, create mortgage, charge, security, etc., on the Project Land (except the said Plot), Project, and/ or receivables from the Project in favour of one or more banks/ financial institutions or lending parties. The Vendee shall have no right to object if any action/ step is taken by the Vendor to raise finance.
- 24. In case of non-observance of any of the provisions contained in this Deed, Agreement and/ or Maintenance Agreement, the Vendor/ Maintenance Agency may issue a notice to the Vendee to rectify the breach. However, in case the Vendee fails to rectify the breach within the notice period, the Vendor and/ or the Maintenance Agency, through their authorised representative, shall be entitled, but not obligated to remedy/ rectify the breach at the cost and expenses of the Vendee. Further, the Vendee shall be responsible for all losses, damages, claims, penalties, liability, costs and/ or expenses suffered by, or caused to, or incurred by, the Vendor and/ or Maintenance Agency in this regard. It is expressly agreed that in case the Vendee fails to rectify such breach within the notice period, the Vendor reserves the right to unilaterally cancel this Deed.
- 25. The Vendee confirms that he/ she/ it has understood each and every clause, covenant of this Deed and its legal implications along with Vendee's obligations and liabilities as set forth in this Deed.
- 26. The Vendee shall indemnify and defend, keep and hold harmless, saved and defended, the Vendor, its directors, officers, employees, agents, representatives, etc. at all times, from and against any and all claims, demands, actions, causes of action, liabilities, losses, harm, damages, dues, costs, expenses, interest, penalties, proceedings, litigations, judgments, settlements, etc., and all costs, charges, fines, taxes, penalties, prosecutions, damages, third party claims, including, without limitation, professional fees and all costs for pursuing any of the foregoing or any proceeding relating to any of the foregoing that may be

suffered by, or incurred by, or made or levied or imposed, or caused to, the Vendor, its directors, officers, employees, agents, representatives, etc., the Maintenance Agency, Association, due to, or arising out of, or relating to, or by virtue of, or in connection with: (i) non-payment by the Vendee of any Taxes, demands, charges, liabilities, fees, cesses, levies, etc., (ii) breach of representations and warranties by the Vendee and/ or any representations or warranties provided by the Vendee being found to be false, untrue and/ or misleading in any manner, whatsoever, and/ or (iii) misrepresentation, non-fulfilment, non-observance or non-performance by the Vendee, its nominees, assignees, transferees, lessee, tenants, licensees, etc. of the covenants, conditions, undertakings, obligations, and acknowledgment in this Deed, Agreement and Maintenance Agreement and other documents executed in respect of the said Plot as well as provisions of the Applicable Laws.

27. All expenses towards execution and registration of this Deed including but not limited to the cost of stamp duty, registration fee and other incidental charges has been and shall be paid/ payable solely by the Vendee. Any deficiency in the stamp duty, as may be determined by the Competent Authority, along with consequent penalties and deficiencies as may be levied in respect of the said Plot shall be borne and paid by the Vendee without any liability on the Vendor.
28. The Schedules to this Deed are part and parcel of this Deed and may be read in conjunction with this Deed while interpreting the terms and conditions of this Deed.
29. If any provision of this Deed shall be determined to be void or unenforceable under Applicable Laws, such provisions shall be deemed amended to the extent necessary to conform to Applicable Laws and the remaining provisions of this Deed shall remain valid and enforceable.
30. Failure by any Party to enforce, at any time or for any period, any one or more of the terms, conditions, provisions or stipulations of this Deed shall not constitute as a waiver of such term, condition, provision or stipulation nor of the right of such Party to enforce the same subsequently.
31. The Vendor has made it expressly clear to the Vendee that the rights of the Vendee in the said Plot conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by Ghaziabad Development Authority and/ or any other statutory authority.
32. The Vendee shall observe all terms and conditions of this Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the approval granted by the Ghaziabad Development Authority and shall also abide by the

applicable zoning plans, layout plans and other Applicable Laws applicable to the said Plot and/ or the Project.

33. Each Party agrees that it will, from time to time, do, execute, acknowledge and deliver all such further acts, documents, and instruments as may be reasonably required by the other Party in order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of this Deed. The Vendee undertakes to execute all requisite documents and present himself for execution and registration of this Deed as and when required by the Vendor.
34. Wherever in this Deed, it is stipulated that the Vendee has to make any payment, in common with other vendee(s) in Project, the same shall be in the proportion which the area of the said Plot bears to the total area of all the plots in the Project.
35. That competent courts at **Ghaziabad** alone shall have exclusive jurisdiction to try and decide all disputes arising out of, touching upon, and/ or concerning, this Deed.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS TO THESE PRESENT ON THE DAY, DATE, MONTH AND YEAR FIRST MENTIONED.

(For and on behalf of **HIMGIRI HOTELS PRIVATE LIMITED**)

VENDOR

(For and on behalf of _____)

VENDEE

Witnesses:

- 1.
- 2.

Schedule-I

Description of the said Plot

Plot Number	<Plot No>
Plot Type	<Plot Type>
Area (sq yds)	< Area in sq yds.>
Area (sqm)	< Area in Sq mtrs>

The said Plot is bounded as under:

North By:

South By:

East By:

West by:

Schedule-II

Lay out Plan of the said Plot