

**PROVISIONAL DRAFT DEED OF CONVEYANCE-
PLOT**
(may be amended in terms of Statute)

"Emami Nature"

- 1. Date:**

- 2. Nature of document:** Deed of Conveyance

3. Parties:

3.1 Land Owner(s):

3.1.1.

Emami

Realty Limited(CIN no. L45400WB2008PLC121426), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at and its corporate office at 1858/1, Rajdanga Main Road, Kolkata-700107(PAN -), represented by its authorized signatory (Aadhar No.) authorized vide board resolution dated hereinafter being referred to as Co-owner;

3.1.2 M/S. Emami Estates Private Limited (CIN no.

U45400WB2007PTC117251), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 97A, Southern Avenue, Kolkata-700029 (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) hereinafter being referred as Co-owner;

3.1.3 M/S. Jhansi Properties Private Limited (CIN no.

U45400WB2007PTC117253),a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Emami Tower, 687, Anandapur, E.M. Bypass, Kolkata-700107(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) hereinafter being referred as Co-owner.

3.1.4 **M/S. Raj Infra Properties Private Limited** (CIN no. U70102UP2012PTC051598), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its office at 808, Gwalior Road, Bansal Colony, Jhansi (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) hereinafter being referred as Co-owner.

3.1.5 **M/S. Dev Infracity Private Limited** (CIN no. U70102UP2012PTC051596), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be] having its office at 808, Gwalior Road, Bansal Colony, Jhansi (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) referred being as Co-owner.

The above mentioned Land Owners being the **Parties of the First Part.**

3.2 Promoter:

Emami Realty Limited (CIN no. L45400WB2008PLC121426), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at and its corporate office at 1858/1, Rajdanga Main Road, Kolkata-700107(PAN -), represented by its authorized signatory (Aadhar No.) authorized vide board resolution dated hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being the **Party of the Second Part.**

3.3 Purchasers:_____, being the Party of the **Third Part**.

3.4The terms "Land Owner" and "Promoter" shall include its successors or assigns.

3.5 The term "Purchasers" shall include his/her successors or assigns, his/her legal heirs, legal representatives, executors and administrators.

3.6The parties of the first part and the second part shall herein after be referred to individually as "Party" and collectively as "Parties".

4. Subject Matter:

Sale of the Plot being the vacant land lying and situated in the Plot bearing No._____,Block no_____ having an area of measuring about_____sq.ft.duly demarcated by its four corner described in **Part-I** with all amenities mentioned as specifications in **Part-II** of the **Schedule B** respectively, and morefully delineated on **Plan B** attached hereto and bordered in colour **Green** thereon (within which **Said Plot and land underlying the said Plot** further borderd in colour **Blue**) within the limits of **1st phase of Township Project together with** right to access for ingress to and egress from the main entrance and also**together with** undivided, proportionate and impartible share and / or interest (**Said Land Share**) in the common parts and common portions described in the **Schedule C** below (**Common Parts and Common Portions**).

The proportionate, undivided, indivisible and singly non-transferable share in the common areas, amenities and facilities of the Project (the "**Project Common Areas**"), morefully described in **Schedule C** hereto;

The right of perpetual easement on the roads and pathways for ingress to and egress from the Project entrance (the "**Easement Rights**"); morefully described in **Schedule G** ;

5. Background:

- 5.1 Ownership of EMAMI REALTY LIMITED, M/S. EMAMI ESTATES PRIVATE LIMITED, M/S. JHANSI PROPERTIES PRIVATE LIMITED, M/S. RAJ INFRA PROPERTIES PRIVATE LIMITED, and M/S. DEV INFRACITY PRIVATE LIMITED :** By virtue of the events and in the circumstances described as narrative recital in paragraph **A & B** of the agreement for sale dated _____ and also in the **Schedule D** below (Recital), all above referred companies became the joint absolute owners and possessor of the said Project;
- 5.2 Plans:**, for the purpose of township Project on Land, caused a Project plan sanctioned (Plans) bearing no 011101113/JDA-TALPAT MANCHITRA-(2019-2020) dated 20.10.2019;
- 5.3 Application and Allotment to Purchaser/s:** The Purchaser/s, intending to be one of the Transferee/s, upon full satisfaction of the Owner's/Promoter's title and Plan and also the authority to sell, applied for purchase of the Said plot and Appurtenances and the allotted the same to the Purchaser/s, who in due course entered into an agreement dated _____ (Said Agreement) for purchase of the Said plot, on the terms and conditions contained therein;
- 5.4 Representations, Warranties and Covenants of the Owners**
The entire Land comprising of 100 acres more or less lying and situated at Village-Khailar, Dist.Jhansi, in the state of Uttar Pradesh (**Said Project**), is earmarked for the purpose of plotted development of a Township Project, comprising of 453 no(s) of plots and the said Project shall be known for ever as "EMAMI NATURE" ("**Project**") as described in **SCHEDULE A** respectively, and morefully delineated on **Plan A** attached hereto and bordered in colour **Red** thereon

The said Project was developed in a phased manner. The **1st Phase** of the Project vide its UPRERA Registration no _____ comprising on land measuring about 54.074 acres more or less are clearly demarcated and specified in the sanctioned plan which is to be developed together with all the amenities, facilities, specifications by the Promoter to use and benefit of all the Purchasers of the entire Project. The Allottee/ Purchaser herein has /have gone through the lay out plan, sanctions plan and its phase demarcations, approvals, NOC, sanctions etc. and being satisfied with all the representations made by the Promoter and or by its agents, Allottee/Purchaser herein has/have agreed and accept to the same and undertakes that they will abide by the rules and regulations as may be laid down by the Promoter in respect of the usage and rights in the common area and its portions as morefully and particularly described in **SCHEDULE C Part I** herein below

5.4.1 Freehold Promoter / Owners: The Land Owners/Promoter are the freehold owners of the Said plot And Appurtenances thereto. . The detail description & legitimacy of Title in the form of narrative recital is described in **SCHEDULE D** herein below

5.4.2 No Acquisition / Requisition: The Promoter / Owners has not received any notice from any authority for acquisition or requisition and declares that the Said plot is not affected by any scheme of the Local Authority or Government or any Statutory Body;

5.4.3 Absolute Authority to Sell: The Promoter / Owners has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure all and singular the Said plot hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid, according to the true intent and meaning of these presents

subject to the terms, conditions and covenants as are contained in this Conveyance;

5.4.4 Free from All Encumbrances: The Said plot And Appurtenances hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lispendens*, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges and liabilities whatsoever or howsoever made or suffered by the Owners or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through under or in trust for the Owner or the Owner's predecessors-in-title;

5.4.5 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Owners jointly or severally from selling, transferring and / or alienating the Said plot or any part thereof;

5.4.6 Peaceful Possession: The Purchaser shall and may, from time to time, and at all times after receiving physical possession of the Said plot peacefully and quietly enter into, hold, possess, use and enjoy Said plot And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Promoter / Owners or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from them;

5.4.7 Perfecting Title by the Promoter / Owners : Subject to the provisions herein contained, the Promoter / Owners and / or any person claiming under it in law or in equity shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser do executes and cause to be executed all such deeds, acts and things for further or more perfectly assuring the title of the Said plot And Appurtenances unto

and to the use of the Purchaser in the manner aforesaid and shall cause to be produced all documents of title with regard to the Said plot And Appurtenances;

5.5 Township Project Plan(s): shall mean and include all the the Total Project area plan, layout plan, sanctioned plan, sketches, elevations if any, maps, specifications, designs, drawings, applications, scheme and / or other papers and / or documents and all necessary approvals for the Project and also for the individual plots, as may be necessary and / or required for and / or in connection with and / or in relation to the development of the Township Project at the said land and as may be made and / or prepared by the Architect and / or Engineer of the Owners including all amendments and / or renewal and / or revision thereto and / or modification thereof and submitted to the Local Municipality/ Panchayat (_____) and other appropriate and / or sanctioning authorities for sanction; The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Plots, from Jhansi Development Authority vide its sanction letter no 011101113/JDA-TALPAT MANCHITRA - (2019-2020) dated 20.10.2019 (for entire Project of 100 Acres more or less at Village-Khailar, Dist. Jhansi, in the state of Uttar Pradesh, the Promoter intends to develop and to sell in phase wise manner, presently land comprising of 54.074 Acres as **1st Phase** out of said sanctioned Plan of 100 Acres.) The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

5.5.1. Upon an application for granting environmental certificate with regard to pollution ,the competent authority, has sanctioned and given clearance with certain terms and conditions which are to be abided by the Promoter and said terms and conditions shall be co-extensive to all the purchasers including the purchaser herein.

- 5.6** The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration No. _____
- 5.7** The _____ has granted the Occupancy/ Completion Certificate to the Project vide approval dated _____ bearing registration No. _____
- 5.8 Association:** shall mean any Association, Syndicate, Committee, Society or Company that may be formed by the Promoter/Owner consisting of purchasers for the common purposes having such rules regulations and restrictions as be deemed proper and necessary by the Promoter / Owners but not inconsistent with the provisions and covenants herein contained morefully described in **SCHEDULE – E** or with the existing laws of the land;
- 5.9 Common Owners:** shall mean all the Purchasers of the entire Project who from time to time have purchased or agreed to purchase and taken possession of such plot in the said Project including the Owners for those Units not allocated or agreed to be allocated by the Owners to anyone;
- 5.10 Common Purpose:** shall mean and include the purposes of managing, maintaining and up-keeping the said property and the said Plot and particularly the Project Common Areas and installations, rendition of the common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective plot at the said Project exclusively;
- 5.11 Common Areas, Facilities, Installations And Amenities / Common Parts / Common Portions:** shall mean and include the common areas parts, facilities and amenities, sewerage, Drains, drainage connection in front of the said plot for common use, including common passage ways, pathways, common lavatories, underground water reservoir and other facilities like water supply network with Water Treatment Plant (WTP),

storm water drainage system with RWH (Rain Water Harvesting), sewerage drainage system with Sewerage Treatment Plant (STP), irrigation system and uninterrupted street lighting and other amenities whatsoever as also and all the equipment and / or accessories and / or installations attached to and / or provided for and / or reserved in the said plot for the maintenance of plots for the common use / enjoyment of the co-owners as also including those parts or portions or facilities. Provided always that the different portions of the land comprised in the said Project which is shown and delineated in plan annexed hereto shall after completion of development of the said Project in accordance with the said Plan shall remain common portion and shall form part of the common areas and portion of the said Project and shall be used and utilized by all the unit holders, of different portions and all the common roads comprised in the said Project shall be used and / or utilized by the other owners in case if they develop the adjacent plots of the said Project in future to which the purchaser/s shall not be entitled to raise any sort of objection thereto, said Common Parts and Portions has been morefully and particularly described in **Schedule C** hereunder written;

5.12 Common Expenses: shall mean and include proportionate share of all costs charges and expenses whatsoever to be incurred for working, maintenance, management, upkeep, repairs and replacement of all common parts / common portions including proportionate share of all taxes, land revenue and / or levies morefully described in **Schedule C** hereunder written;

5.13 Easements: shall mean the easements, quasi-easements, rights, privileges and appurtenances in the common parts and common portions appertaining to the said plot for its reasonable enjoyment and occupation more particularly described in the **Schedule C** hereunder written and shall also include the reciprocal easements, quasi-easements, obligations and duties of like nature of the occupiers of the other units more particularly described in the **Schedule G** hereunder.

6 Transfer:

6.1 Conveyance: The Owners/Promoter hereby sell, convey and transfer the Said plot lying and situated with in the Phase 1 of the said Project, And Appurtenances having area of approximately----- square feet, described in the of **Schedule B** below, delineated on **Plan B** attached hereto and bordered in colour **Green together with** undivided, proportionate and impartible share and / or interest in the Common Parts / Common Portion described in the **Schedule C** below **together with** other rights being all other rights appurtenant to the Said Plot;

6.2 Consideration: The transfer of the Said Plot And Appurtenances is being made for the total consideration of **Rs. -----/- (Rupees ----- Only) excluding of GST(Goods &Service Taxes)** which has been fully paid by the Purchaser/s and received and acknowledged by the Promoter and Owners herein doth hereby consented to the same. Apart from the agreed consideration, the Purchaser will pay and discharge their liability on account of GST to the Promoter.

7 Terms of Transfer:

7.1 Conditions Precedent:

7.1.1 Title, Plan and Construction: Notwithstanding any previous dispute, difference, correspondence or claim, the Purchaser/s now confirms that the Purchaser/s has examined or caused to be examined the following and the Purchaser/s is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and in this regard the Purchaser/s hereby indemnify and agrees to keep the Promoter/ Owner saved, harmless and indemnified; Also

7.1.1.1 The Purchaser/s has, prior to the execution of this indenture, taken inspection of the abstract of title of the Promoter/ Owner and right of the Promoter in respect of the said Project and has satisfied himself / herself about the title and the right of the promoter to the said Project is good and marketable. The Purchaser shall not be entitled further to investigate such title and right and authority of the Promoter / Owner and no requisition or objection shall be raised by the Purchaser/s with regard thereto;

7.1.1.2 The design, layout, specifications and allotment of the Said Plot And Appurtenances and the condition and description of all fixtures and fittings installed and / or provided in the Project, Common Parts/ Common Portions including the quality, specifications, materials, workmanship and structural stability thereof;

7.1.2 Measurement: The Purchaser/s has fully satisfied as to the area forming part of the said plot and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof;

7.1.3 Common Parts / Common Portions: The Purchaser/s is fully satisfied regarding the Common Parts / Common Portions, which are to form part of the entire Project morefully and particularly mentioned in the **Schedule C** herein below;

7.1.4 Workmanship: The Purchaser/s not to claim nor have any claim on account of workmanship or the materials used in

boundary wall of the said plot and its common parts and portions.

7.1.5 Waiver: The Purchaser/s waive all claims or any delayed delivering of the said plot and acknowledges any delay, if any was because of circumstances beyond the control of the Owner/Promoter;

7.1.6 Documents: The Purchaser/s acknowledges have receiving copies of all documents of title and sanctioning plan and / or modifying plan and verifying the same and subsequently satisfying;

7.1.7 Approval of Instrument: The Purchaser/s has obtained independent Legal Advice and this Instrument approved by the Advocate engaged by the Purchaser/s;

7.1.8 Apply for Mutation: The Purchaser/s shall within 3 (three) months from the date of execution of this presence shall apply for and obtain Mutation in their name of the said plot from the concerned Competent Authority and also shall obtain separate assessment of the said plot and so long the said plot is not separately assessed the Purchaser/s shall pay the proportionate share of the assessed of all applicable taxes and or levies and Other Taxes and impositions payable in respect of the said plot or the Complex as may be determined and fixed by the Promoter or its holding organization or the Association;

7.1.9 Purpose: The Purchaser/s shall use or permit to be used the said plot for residential purpose only. No Commercial operation shall be permitted within the said plot ;

7.1.10 Applicable Rules & Regulation: The Purchaser/s shall abide by all the applicable rules and regulations pertaining to the said Complex / said Property;

8. Subject to: The transfer being affected by this Conveyance is subject to:

8.1 Maintenance of Common Parts / Common Portions:

the Purchaser/s accepting that the maintenance of the Common Parts / Common Portions morefully described in the **SCHEDULE C** below shall be maintained by the Owner or holding organisation (Facility Manager) or Association;

8.2 Payment of Common Expenses by the Purchaser/s:

the Purchaser/s accepting to pay the Common Expenses morefully described in the **Part-II** of **Schedule C** below and also pay-per-use charges for different facilities as may be fixed from time to time by the Promoter/Facility management company and or the Association, diligently and without any delay to the Promoter or Facility Manager or Association upon its formation. The Promoter or Facility management Company and or Association shall be entitled to charge interest @ 18%(eighteen percent) per month on compoundable basis on the amount outstanding.

8.3 Observance of Covenants, Rules & Regulations:

the Purchaser/s accepting to observe and perform all the covenants, stipulations, rules and regulations in respect of the Common Parts / Common Portions including the recreational areas, if any, (collectively **Covenants of the Purchasers**) described in the **Clause 9.5** below or as may be framed from time to time by Promoter or Facility

Management company and or the Association upon its formation;

7.1.11 No Alteration by Purchaser/s: The Purchaser/s shall not be entitled to make any changes in the layout of the Said plot and Appurtenances under any circumstances either before or after the possession of the said plot and Appurtenances is handed over to the Purchaser/s. In the event the Association and / or Sanctioning Authority comes to know of any such change made by the Purchaser/s, then the Owner or Promoter or Facility Manager and / or Association and / or Sanctioning Authority shall be entitled to demolish the said changes and restore the said plot And Appurtenances or any part of the plot at the cost of the Purchaser/s. In the event, any change is made by the Purchaser/s even after the date of registration of Deed of Conveyance, then also the Owner and/or Promoter and / or Facility manager and / or Association and / or Sanctioning Authority shall be entitled to demolish the additions / changes and restore the said plot And Appurtenances to its original position at the cost of the Purchaser/s. The Purchaser/s shall be liable to make the payment of the cost without raising any objection as the same is done due to default by the Purchaser/s;

7.1.12 No construction beyond approved construction plan: The Purchaser/s will be entitled to erect/ construct any structure on the said Plot in strict terms and norms and guidelines of the already approved construction plan by competent authority (JDA) and shall not deviate and/ or modify the said plan while doing so. In the event the Promoter/Owner/FMC and or Association and / or Sanctioning Authority comes to know of any such change made by the Purchaser/s, then the Owner or Promoter or

Facility Manager and / or Association and / or Sanctioning Authority shall be entitled to demolish the said changes in the structure and restore the said Structure And Appurtenances or any part of the said Plot in its original format the cost of the Purchaser/s.

7.2 Delivery of Possession: The Promoter, within agreed period of completion as declared before the authority, have handed over *khas*, vacant, peaceful, satisfactory and acceptable possession of the said plot And Appurtenances to the Purchaser/s, which the Purchaser/s admits, acknowledges and accepts without raising any objections.

7.3 Taxes, Outgoings & Deposit:

7.3.1 Goods Service Tax (GST) or Any Other Applicable Tax: In the event the Purchaser is made liable for payment of any Tax / Levy under any statute or law then in such event, the Purchaser/s shall be liable to pay the same and hereby agrees to indemnify and keep the Owner/Promoter indemnified against all actions, claims, suits, proceeding, costs, charges and / or expenses that is likely to be incurred in respect thereof. The Purchaser/s further unequivocally undertakes and agrees to pay all taxes and / or duties that may be made applicable at actual or such amount as then may be applicable in respect of the Plot intended to be acquired by the Purchaser/s;

7.3.2 Outgoings: All liabilities, outgoings, charges, rates and taxes and levies including but not limited to property taxes related to the said plot And Appurtenances for the period prior to the date of possession shall be borne, paid and discharged by the Promoter and those for the period thereafter shall be borne paid and discharged by the Purchaser/s;

7.3.3 Additional Expenses: The Purchaser/s has also agreed to pay to the owner in addition to the consideration herein above, all applicable statutory proportionate outgoings and expenses including all charges and costs for any alterations in the said Plot or any other extra facilities or specification in construction etc., which the Promoter may on a later date decide to provide which is presently not taken into consideration;

7.3.4 Transfer fees: In the event of First Transfer no fees are to be paid. However in the event of subsequent transfer **Purchaser/s** shall pay an amount of Rs. 75,000/- to Promoters/ FMC/ Association prior to such subsequent transfer even after this indenture of B Scheduled property to anybody. That such transfer fees may be varied from time to time as per discretion of Promoter/ FMC/Association.

7.4 Holding Possession:

7.4.1 Purchaser/s Entitled: The Owner/Promoter hereby covenant that the Purchaser/s and / or the Purchaser's successors-in-interest or heirs, nominees or assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, holds, possesses, uses, enjoys, transfers, gifts and / or otherwise dispose of the said plot And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owner or any person lawfully or equitably claiming any right or estate therein

from under or in trust from them; as described in
SCHEDULE F herein below

7.5 General:

7.5.1 Conclusion of Contract: The Parties have concluded the contract of sale in respect of the said plot And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future;

7.5.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance;

7.5.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning;

7.5.4 Cost of Registration: The Purchaser/s at his / her own cost shall make payment of the applicable stamp duty and registration charges and also other legal and incidental charges as may be determined by the Promoter. It shall be the responsibility of the Purchaser/s to get this Instrument registered and the Owners/Promoter will appear before the concerned authorities for the registration of the conveyance;

9. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

9.1 Sale: The Land Owner and the Promoter hereby sells, conveys and transfers unto and in favour of the Purchasers the “Plot”, morefully described in Schedule B hereto which the Purchasers shall have, hold and enjoy forever hereafter, free from all encumbrances, on consideration of the total Sale value paid by the Purchasers to the Promoter, but subject to the mutual easements and restrictions mentioned in Clause **9.5 (the Covenants of the Purchasers)**, which shall be covenants running with the Plot in perpetuity, and the Total sale value mentioned herein together with the deposits and advances contains all charges, costs and deposits payable by the Purchasers to the Promoter under this indenture.

9.2 Transfer: The transfer made hereunder is absolute “sale” free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lispendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

9.3 Possession: After completion of the demarcation of the Plot and construction of the Project Common Areas, a Notice of Possession has been sent by the Promoter to the Purchasers informing the Purchasers that the Plot is ready for possession upon receipt of obtaining the Completion Certificate/occupancy certificate and in terms thereof, the Promoter has already handed over the vacant and peaceful possession of the Plot in favour of the Purchaser/s within the declared period of time of completion as declared before the authority.

9.4 Covenants of the Land Owner/Promoter: The Land Owner/Promoter hereby covenants with the Purchasers that:

9.4.1 The Land Owner/Promoter is the absolute owner of the said Project and that its title thereto is good, marketable, and subsisting, and has the power and authority to convey the same;

9.4.2 The Land Owner/Promoter have the right, title, interest, power

and absolute authority to sell, transfer and convey the Plot.

- 9.4.3 The Purchasers shall, subject to observing and performing the covenants contained herein, peaceably own, hold and enjoy the Plot.
- 9.4.4 The Promoter has developed the 1st phase of the Project with the requisite approvals from the competent authorities and was within its rights to do so;
- 9.4.5 There are no encumbrances on the subject Plot and or Project and in the Plot that the Land Owner/Promoter are aware of;
- 9.4.6 There are no litigations pending before any Court of Law with respect to the said Projector the Plot;
- 9.4.7 All approvals, licenses and permits issued by the competent authorities with respect to the Plot and Project and the Plot is valid and subsisting and have been obtained by following the due process of law. Further, the Land Owner and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Plot, and the Project Common Area until handover of thereof, including the land comprised in the Project, in favour of the association of Plot owners on formation of the same;
- 9.4.8 The Land Owner and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any other person or party with respect to the said Project, and the Plot, which will, in any manner, affect the rights of the Land Owner and the Promoter under this Deed of Conveyance or the Agreement for Sale entered into with respect to the Plot.
- 9.4.9 The Premises is not the subject matter of any HUF and that no part thereof is owned by any minor, and/or no minor has any right, title, and claim over the Premises;

- 9.4.10 No notice from the government, or any local body, or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Premises) has been received by or served upon the Land Owner or the Promoter in respect of the Plot and the Project.
- 9.4.11 The Land Owner and Promoter hereby grant the Purchasers all the rights that have been mentioned in **Schedule E** of this Deed (**“Purchasers ’Specific Rights”**).
- 9.4.12 The Promoter shall handover the common areas and facilities of the entire Project comprised in the Project after its completion unto and in favour of the Plot owners’ association only after formation of the same as required under law.
- 9.4.13 The Promoter shall rectify all reasonable construction related defects in the said Project Common Areas, if any, brought to the notice of the Land Owner, at its own cost and effort, within five years year from the date of Notice of Possession, within thirty days of such information being received by the Promoter, unless prevented by force majeure. The Promoter at no circumstances shall be responsible to rectify any defect in any modification or up gradation of any specification done by the association of Plot owners or its agents but shall be restricted to the rectification of the original construction done by the Promoter only. If for some reason the Purchasers express dissatisfaction in this regard, the same will be referred to the Project Architect whose decision, with regard to satisfactory rectification of the same shall be final and binding on the Parties. The Purchaser, upon expiry of the above said period of defects liability, shall have no claim against the Land Owner or the Promoter in respect of any defect in the said Plot under any circumstances. It is clarified that the above said responsibility of the Promoter to rectify, shall not cover defects, damage, or malfunction resulting from (a) misuse (b) un authorized modifications or repairs done by the Purchasers or their nominee/agent, (c) cases of force majeure (d) failure to

maintain the amenities/equipment (e) accident and (f) negligent use.

9.5 Covenants of the Purchasers: The Purchasers hereby agree and covenant with the Land Owner/Promoter as follows:

9.5.1 The Purchasers have inspected and verified all the documents and Sanctioned Plan related to the Project and the Plot.

9.5.2 The Purchaser have also inspected the Plot and the other restricted common areas of the 1st Phase and is absolutely satisfied as to the area and construction of the Plot and the conditions and descriptions of all the fixtures and fittings installed and/or provided within the Project including its 1st phase and also the amenities and facilities appurtenant thereto and as to the nature, scope and extent of benefit or interest in the Project Common Area and the same does not deviate from the Agreement for Sale and the other Terms and Conditions of the Project.

9.5.3 The Purchasers are aware and has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Project and the said Plot.

9.5.4 The Purchaser/s shall within 3(three) months from the date of notice of offer of possession shall apply for and obtain Mutation in their name of the said plot from the concerned Competent Authority and also shall obtain separate assessment of the said Plot. So long the said Plot is not separately assessed the Purchaser/s shall pay the proportionate share of the assessed of all applicable taxes and or levies and Other Taxes and impositions payable in respect of the said plot or the Project as may be determined and fixed by the Owner or the holding organization/Association of Plot Purchasers.

9.5.5 The right only to use the undivided proportionate share in Project Common Areas attributable to the Plot can only be transferred along with the Plot hereby sold and shall be deemed to have been

transferred with the Plot even though the same is not expressly mentioned in any future conveyance or instrument of transfer.

- 9.5.6 The Purchasers shall apply to the electricity Supply Company /authority individually for obtaining supply of power and meter for the respective Plot and the Purchasers shall pay all applicable security deposits, cost of cable and/or all other charges for the same.
- 9.5.7 The right to use the facilities offered by the Project Common Areas will always lie with the Purchaser of the Plot, i. e., the rights of use of the Project Common Areas will get automatically transferred with the transfer of ownership of the Plot. In the event, the Plot is occupied by a party other than the Purchaser of the Plot herein, such occupier shall be entitled to use the Project Common Areas and other common facilities and not the Purchaser of the Plot.
- 9.5.8 The Purchasers will have no objection for the Promoter to carry out work on the Project Common Areas and other unfinished Plots after completion/taking over possession of the said Plot.

The Purchasers shall pay all rates, taxes and outgoings, including GST, Municipal /Panchayat/Development Authority tax, surcharge, land revenue, levies, cess, wholly in respect of the Plot and proportionately in respect of the Project Common Areas.

- 9.5.9 In the event of any default on the part of the Purchasers to pay the proportionate share of all common maintenance charges and outgoings to the Promoter/FMC/Association as the case may be, towards the Project Common Area, the Purchasers shall be liable to pay interest at the 18% per annum on the amounts lying in arrears and if such default continues for a period of three months then and in that event the Purchasers shall not be entitled to avail of any of the facilities and/or utilities mentioned hereafter and the Promoter and or FMC and/or Plot Owners Association as the case may be shall be entitled to:

- 9.5.9.1 to discontinue the supply of electricity to the Purchasers ' Plot;
- 9.5.9.2 to discontinue the supply of water;
- 9.5.9.3 to discontinue the facility of DG Power back-up;
- 9.5.9.4 to discontinue the facilities of Project Common Areas to the Purchasers and their family members;
- 9.5.9.5 And such facilities shall not be restored until the Purchasers make payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Promoter/FMC for realization of the amounts lying in arrears.
- 9.5.9.6 The Purchaser shall observe and abide by the bye-laws for the residential Project, rules and regulations, bye laws prescribed by the Government/ Statutory Authority in regard to ownership and/or enjoyment of the Plot.

9.6 CLUB HOUSE

- a) For the purpose of beneficial use and enjoyment of all Purchasers of Phase 1 and their families along with all the Purchasers of the entire project and their families, the Promoter has agreed to provide a Club House .
- b) The said Club is situated at place in accordance with the sanctioned plan.
- c) All the Purchasers including the Purchaser of Phase 1 shall have to become a member of the club by paying the membership fees and to pay the monthly running charges to the Promoter and or its nominated maintenance agency for this purpose and also be entitled to use the said Club House and its facilities in accordance with the rules and regulations which is/ may be framed by the Promoter through Facility Management Company (FMC) to look after the maintenance and management of the

said Club House.

- d) The Purchaser shall be liable to and agrees to make payment of the subscription and/ or other amount which may have to be paid for use and enjoyment of the said Club House and its facilities and shall abide by the rules and regulations which may be framed from time to time.
- e) The Promoter / Facility Management Company (FMC) reserves the right and the Purchaser hereby consents to make over the said Club House and its facilities to any other agency for the purpose of running and operation of the said Club House.
- f) Every Purchaser by default will be a member of the Club, subject to payment of the membership fees and any other charges, as determined by the Promoter through its Facility Management Company (FMC) from time to time.

9.7 Rules of Interpretation: The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clause and the words put in bold in brackets define the word, phrase or expression immediately preceding with.

SCHEDULE A

DESCRIPTION OF SAID PROJECT

ALL THAT piece and parcel of land comprising an area of about 100 Acre more or less lying and situated at village Khailar ;District Jhansi ; Uttar Pradesh listed here in the following manner and delineated on the **Plan A** attached hereto and bordered in colour **RED** thereon and butted and bounded as follows:

SL.No	Khata No. & Year	Nature & Plot No.
.		
1.	375 Fasli - 1384	1907-1908-1909-1972-1993

2	386 Fasli- 1384	2057-2058-2044-2046-2047-2049-2050-2051-2052-2053-1907-1908-1909-1992-1993-2026-2027
3	386- Fasli -1384	2026- 2027-2057- 2058- 2049-2050-2051-2052-2053-2044-2046-2047-1907-1908-1909-1992-1993
4	206-Fasli-1390	1889-1895-1897-1898-1906
5	386-Fasli-1384	2026-2027-2057-2058-2049-2050-2051-2052-2053-2044-2046-2047
6	378- Fasli- 1416	2055
7	301, 305 Fasli-1392	2022-2023/ 1-2034 /2mi-2021-2020-2035/2-2036-2038-2039-2040/2, 2034/1,2035/1, 2040/1
8	386, Fasli-1384	2044-2046-2047-2026-2049-2027-2050-2051-2052-2053-2057-2058
9.	386, Fasli-1384	2050-2051-2026-2027-2057-2058
10	440, Fasli-1405	2025-2028-2029-2030-2031-2032-2033-2034/2-2024, 2023/2
11	355,Fasli- 1378	1995-2019
12	160, Fasli- 1409	1986Mi-1991-`1990, 1912.
13	160, Fasli- 1409	1986Mi-1991-1912.
14	386,Fasli- 1384	1907-1908-1909-1992-1993-2026-2027-2044-2046-2047-2049-2050-2051-2052-2053-2057-2058
15	99, Fasli -1360	2054.
16	Fasli- 1401	1910,1911
17	301,Fasli-1392	2020-2021-2022-2023/1-2034/2Mi-2035/2-

		2038-2036-2039-2040/2
18	301, 324,Fasli-1392	2020-2021-2022-2023/1-2034/2Mi-2035/2- 2038-2036-2039-2040/2
19	324,Fasli-1415	1895Mi-1898.
20	180,Fasli-1390	1897-1998-1898
21	374,Fasli-1410	2041.
22	324, Fasli- 1415	1892-1893-1894
23	301, Fasli -1392	2020-2021-2022-2023/1-2034/2Mi, 2035/2- 2036-2038-2039-2040/2-2034/1 -2035/1, 2040/1
24	301, Fasli -1392	2020-2021-2022-2023/1-2034/2Mi, 2035/2- 2036-2038-2039-2040/2-2034/1 -2035/1, 2040/1
25	180, Fasli- 1390	1889, 1899, 1904, 1895, 1906, 1897, 1891, 1998,
26	180, Fasli- 1390	1889, 1899, 1904, 1895, 1906
27	180, Fasli- 1390	1889,1898,1899,1904,1895,1906,1897
28	277, Fasli	1905

SCHEDULE “B”

DESCRIPTION OF THE PLOT

PART-I

ALL THAT the PLOT bearing No.____, Block no_____ an area of_____square feet_____square metre (**SAID PLOT**) be the same a little more or less situated within the ambit of **1st phase** of the Project comprising of land admeasuring about 54.074 acres more or less) known as “**Emami Nature**” delineated on the **Plan B** attached hereto and bordered in colour **GREEN** thereon (within which **Said Plot and land underlying the said Plot** further bordered in colour **Blue**)

Boundary

Particulars

On the North

On the East

On the South

On the West

Part- II

Specifications

Infrastructure –

1. Internal Roads Network.
2. Street Lighting.
3. Electrical Sub-Station with HT & LT Distribution System.
4. Sewer and Storm Water Drainage System.
5. Water Supply Network.
6. STP – MBBR/ MBR/ SBR/ FBBR Type.
7. Overhead and Underground Water tank.
8. Garbage Waste Management.
9. Garden Irrigation System.
10. On-grid solar power system in some areas.
11. Rain Water Harvesting.

Structural Works –

- I. RCC.
- II. MS.

Finishes and Landscape –

- i. Energy Efficient Electrical fittings and fixtures.
- ii. Parks, green belts.

Amenities and facilities –

- i. Club.
- ii. Commercial area.
- iii. Mandir.
- iv. Play areas.
- v. Sewer and water supply connection points in front of each plot.
- vi. Access Roads for all plots.

PART-III
(SUBJECT MATTER OF CONVEYANCE)

Said Plot as described in **Part-I** of the **SCHEDULE “B”** above together with proportionate share in the Common Parts / Common Portion described in the **SCHEDULE “C”** below and together with Other Rights described below;

SCHEDULE “C”
PART I
PROJECT COMMON AREA

1. The Common Parts and Common Portions, drains, drainage connection, power cables and its overheads wires, water line connections and its supply pipes as may be provided for and / or reserved in the said Project for common use, including the common wirings, pipes, electrical and mechanical equipment, switch-gears, transformers, Generators, Pump Motors, other electrical and mechanical installations, appliances, fittings, fixtures, accessories, passage ways, pathways, underground water reservoir and other facilities and amenities whatsoever as also the all the equipment and / or accessories and / or installations to be attached to and / or to be provided for and / or reserved in the said Project for the maintenance of the Plot(s) for the common use enjoyment of the co-occupiers.
2. All the common services and facilities including common wirings, pipes, electrical and mechanical equipment, switch-gears, transformers, Generators, Pump Motors, other electrical and mechanical installations, appliances, equipment, passageways, parkways, passage for ingress and egress, parapet walls, lights in the common areas, sanitation and drainage systems, and underground reservoirs, telephone lines, cable lines or any other common facilities which includes the area covered by the main excess road;

PART II
PROJECT COMMON EXPENSES

1. All the expenses, as determined by the Promoter and upon lawfully formation of association of the owners as the case may be, of administration, maintenance, repair and replacement of the common parts / common portions including rain water pipes, motor pumps, other plumbing works, water and electric wirings and installations, sewers, drains, and all other common parts, fixtures, fittings and equipment in under or upon the plot(s) enjoyed or used in common by the Purchaser/s, co-purchasers or other occupiers thereof including decorating and lighting the common parts including the main entrance, passages, pathways, driveways, visitors parking spaces, gardens, and all other equipment installed for common uses and by the co-owners. The costs of working, repairs, replacement, maintenance, cleaning, maintaining and lighting main entrance, passages, , generators and other parts of the plot(s) as enjoyed or used in common by the occupiers of the Project;
2. Such other expenses including printing and stationery as also all litigation expenses incurred for common purposes and in respect of any dispute with Local Municipality, Panchayat, Improvement Trust, other Local Authority, government, Insurance Company or any other person or persons in relation to or by any adhoc committee or the association as may be necessary or incidental for the common purposes including for maintenance, repairs and up-keep of the said plot and for creating a fund for renovation of common parts;

3. The salaries and other expenses incurred for and payable to any person employed and or engaged and or to be entrusted from outsourcing for the common purpose including security, electrician, maintenance, plumber, administration of the Project, accountant, clerk, gardeners, bill collectors, securities, sweepers, etc.;
4. Insurance premium for insuring the SAID PROJECT and its every part thereof against earthquake, damages, fire, lightning, mob violence, civil commotion etc.
5. Expenses for supplies of common utilities, electricity, water organization, drainage sewerage and payment of all other incidental thereof;
6. Other contributions as may be determined by the Promoter/Facility management company for the time being and by the association as may be formed in due course of time under due process of applicable law and its rules as the case may be;
7. Municipal/Panchayat/Development Authority and other rates and taxes and levies and all other outgoings incurred in respect of any Plot or portion of Project;
8. Cost and establishment and operational charges relating to Common Parts / Common Portion of the Project including the common parts and portions of the 1st Phase;
9. Proportionate share of Security Deposits and installation charges of electric connection to the Site office, Project boundary area lighting and proportionate deposits for payment made to state electric authority. or any other authority for providing HT line Transformer/s in the said Township Project ;
10. All such other expenses and outgoing as deemed by the Promoter/FMC/Association to be necessary for or incidental thereto;
11. Electricity charges or expenses for lighting all the common parts, boundary walls of the Said Project, and for operation of all the common areas;

12. Operational costs, maintenance, replacement of the equipment, machineries, fire-fighting security systems, generators and other gadgets, equipment which may be installed for Project site office use and benefit. Capital expenses for replacement of any equipment;

SCHEDULE “D” AS REFERRED TO ABOVE

(“Details of the Deeds of acquiring of Land comprising in 1st Phase by the Land Owners”)

_____ (“Land Owner”) is the absolute and lawful owner of [khasra nos./ survey nos.] Please insert and details as per local laws] _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (“Said Land”) vide sale/lease deed(s) dated _____ registered in the office of sub-Registrar _____ in book No-1 Volume No. _____ at pages _____ as documents No. _____. On dated _____ [insert details of all land owners and respective deed details] • and • the Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered in the office of sub-Registrar _____ in book No-1, Volume _____ at pages _____ as documents No. _____ on dated _____

From all relevant and available contemporary records, it is established That the total LAND has been transferred in the name of individual Owners and recorded in Khasra Khata under _____ of the _____ Act and its rules.

The Title documents and ROR are in the name of Individual Owners and the same will be produced before the competent authority as and when called for or as the case may be.

SCHEDULE - E

PURCHASER'S SPECIFIC OBLIGATIONS AND COVENANTS

The Purchasers hereby agree, confirm and undertake the following obligations towards the Promoter and other Plot owners:

- a. The Purchasers shall not at any time, carry on or suffer to be carried on in the said Plot, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Land Owner or the Promoter or the other Plot owners or occupiers of the other Plots or the neighbours or anything which may tend to depreciate the value of the said Plot or the residential Project;
- b. The Purchasers shall use the said Plot only for residential purposes. It is specifically agreed by the Purchasers that they shall not use the Plot for any type of commercial use such as showroom, office space, institution, tutorial, nursing home, mess, guest house, religious establishment, serviced Plot, restaurant, cafe, club, school or other public gathering place hotel etc. and the Purchasers shall not do any unlawful act in the Plot which will cause hindrance / hardship / harm to other occupants;
- c. The Purchasers shall become and remain a member of the Owners Association (herein referred to as the `Association of

Owners'), to be formed by and consisting of all the owners/Purchasers in the Township Project(EMAMI NATURE) as per provisions laid down under the _____ Act, ____ and Rules thereof, for the purpose of attending to the various matters of common interest of and within the Township Project and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchasers will execute a power of attorney in favour of the Promoter and/or its nominee for making of the Deed of Declaration as provided under the _____, Act_____ and Rules thereof. The Purchasers will observe and perform the terms and conditions, bye laws and the rules and regulations laid down by the Promoter until the Association of Plot Owners is formed and thereafter, abide by and observe the rules and regulations prescribed by such Association of Plot Owners;

- d. The Promoter, after formation of the Association shall hand over the corpus funds and balance maintenance charges etc after adjusting and or deducting the all the applicable necessary expenses/cost, to the Owners Association and shall also provide audited accounts for the same from the Promoter's auditor as up-to that date. The Promoter, the Association of Owners and the Purchasers shall be bound by the auditor's statement of accounts. The Association of Plot Owners shall hold the corpus funds as the corpus for maintenance of the said Project.
- e. The Purchasers will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Township Project in common with the other Plot owners and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Plot owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining

and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association of Owners; If it is required by the Land Owner or the Promoter, the Purchasers shall allow the Land Owner or the Promoter to enter the said Plot after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.

- f. The Purchasers shall duly and punctually pay the proportionate share of municipal/ property taxes, rates and cess, insurance charges, cost of maintenance and management of the Township Project including any increment thereon, charges for maintenance of services, like water, sanitation, electricity, etc., salaries of the employees of the Association of Plot Owners and other expenses ("**Project Common Expenses**") with regard to the Township Project as may be determined by the Promoter/FMC/ Association of Plot Owners, as the case may be, from time to time as specified in Schedule C hereto. The liability for such share shall commence from the date of Notice of Possession, irrespective of whether the Purchasers takes possession thereof or not. Till the time the Association of Owners is formed the Purchasers shall pay such share of taxes/ expenses, etc., to the Promoter/FMC, as per demands raised.
- g. The Purchasers shall allow the Promoter or its agents, representatives, workmen to enter into Project Common Area of the said Project including other parts of the until all Plots of the said Project have been sold by the Land Owner/Promoter and possession of the common areas has been handed over to the Association of Plot Owners.
- h. The Purchasers shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc., free from obstructions and in a clean and orderly manner and not

encroach on any common areas and not throw rubbish/refuse out of the said Plot.

- i. The Purchasers shall keep the said Plot, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the Project Common Areas and shall carry out any internal works or repairs as may be required by the Promoter/FMC and or the Association of Plot Owners.
- j. The Purchasers shall not make any additions or alterations or cause damage to any portion of the Project Common Areas and shall not change the outside colour scheme, outside elevation/ façade/ décor of the Project.
- k. The Purchasers shall not alter or subscribe to the alteration of the name of the residential Project, which shall be known as **“Emami Nature”**.
- l. The Purchasers shall not park any vehicles in any part of the Project, except in the parking area inside and within his owned Plot.
- m. The Purchasers shall not do any act that may be against any law, rule, regulation, bye law of the Owners Association, Gram Panchayat and or local municipal authority or the Jhansi Development Authority / other statutory authorities or any obligation agreed under any contract and the Purchasers shall be solely responsible for all consequences of any offence or breach thereof and the Purchasers shall indemnify The Promoter and or other Plot owners who may suffer due to such acts of omission or commission of the Purchasers.
- n. The Purchasers shall indemnify and keep the Promoter and/or the Plot owners association, upon formation, saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any

non-payment or other default in compliance of the terms and conditions contained in these presents.

- o. The Purchasers shall be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot, or the Common Area in violation of any laws or rules of any authority and keep the Plot, its partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and sanitary condition, and shall repair and maintain the same in a fit and proper condition and ensure that the scheme of the Project is not in any way damaged or jeopardized.

- p. The Purchasers shall not:
 - a. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
 - b. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Plots.

 - c. Put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face / façade of the Plot or anywhere in the Common Areas.
 - d. Make in the said Plot any illegal structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature.
 - e. Place or cause to be placed any article or object in the common area.
 - f. Injure, harm or damage the Common Area or any other Plots by making any alterations to the Plot.

 - g. Make any addition, alteration in the structure of the Project, not to put or hang anything outside and/or to store any article/material in the common area of the Project and/or in

the Premises.

- h. Change the design, sanctioned lay out plan as provided by the Promoter and also colour of the which may be constructed by the Purchaser on the Plot at his own cost and expense which is part of the outside colour scheme of the Project, duly approved and finalized by the architect of the Project.
- i. Encroach the Project Common Areas under any circumstances.
- j. Use the said Plot or any part or any portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business.
- k. Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.
- l. Permit any sale by auction or public meeting or commercial exhibition or display to be held in the said Plot nor to permit or suffered to be done into or upon the said Plot or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- m. Keep in the said Plot any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Plot and/or any other Plot in the said Project.
- n. Discharge into any conducting media any oil or grease or

any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.

- o. Create hindrance/ obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Areas.
- p. Damage or demolish or cause to be damaged or demolished the said Plot or any part thereof or the fittings and fixtures affixed thereto.
- q. Over load and/or draw excess electricity so as to cause overloading of the electricity connection.
- r. Object to the sale of any unsold stock by the Land Owner or the Promoter to any other person and/or persons as the Land Owner or the Promoter in their absolute discretion may deem fit and proper.
- s. Park car on the pathway or open spaces of the Project Common Areas or at any other spaces and shall use the pathways as would be decided by the Promoter/Maintenance Agency/Association.
- t. Obstruct pathways and passages of the Project Common Areas or use the same for any purpose other than for ingress to and egress from the Plot.
- u. Display or permit any person to display raw meat or sacrificing of animals on the common areas of the said Project or at the said plot.
- v. Do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

- w. Encumber the said Plot in any manner except for raising the housing loan from any reputed financial institute or bank, etc for payment of the sale consideration under the agreement for sale, prior to conveyance of the said property by the Land Owner to the Purchasers.
- x. Lay any claim or right on any area part from the Project Common Area.
- q. Notwithstanding anything to the contrary herein contained the Purchaser/s agrees and binds himself / herself / themselves to pay to the Owners and or promoter as the case may be the following charges and expenses from time to time after possession of the said plot being given to him / her / them;
 - a. So long the said property shall not be separately assessed and liable for Municipal /Panchayat/Development Authority and or other statutory taxes or for other taxes whatsoever under any law, proportionate share of such taxes for both shares assessed on the said plot as allocated by the Owners;
 - b. Proportionate share of all the cost, charges, expenses and other outgoings whatsoever necessary and incidental to the administration and management of the said plot and the said Township Project including the costs, charges, expenses and outgoings with all betterment fees, levies, charges, and expenses to be charged by the local Municipality / Panchayat/Development Authority relating to the said plot or any part thereof;
 - c. From time to time and all times to contribute and pay his / her/their proportionate share of all amounts becoming

payable by way of premium, fees and charges increase to the Government, local Municipality or Panchayat or any other authorities or any charges payable as betterment or development charges or other tax or payment being demanded from the Owners ;

d. Any apportionment of the liability of the Purchaser/s in respect of any component of expenses, taxes and outgoings payable by the Purchaser/s shall be done by the Promoter and or association to be formed according to the Purchaser's share or interest in the said Project whose decision shall be always conclusive, final and binding on the purchaser/s too;

r. **Notwithstanding anything to the contrary herein contained,** the Purchaser/s hereby agrees and covenants with the Owners;

a. To pay all the amounts payable under the terms of this Indenture as and when the same become due and payable;

b. To observe and perform all the covenants and conditions contained in this deed;

c. To keep the Land Owners, Promoter and its men and agent(s) and respective estate and effects, fully indemnified and harmless against all or any of the said payments towards common expenses and observance and performance of the said covenants and conditions as also against all or any losses or damages that the Land Owners/Promoter may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions;

s. The Purchaser/s covenants that the Purchaser/s hereby agrees and undertakes to be a member of the Owners Association to be

formed by all the Purchaser and also from time to time to sign and accept the application for formation and registration of such Association including the bye-laws of such proposed Association and fill in, sign and return the same to the Land Owners /Promoter. No objection shall be raised by the Purchaser/s if changes or modification are made in the bye-laws as may be required by the authorities and the Purchaser/s hereby declares his/her/its consent in that regard;

- t. All costs, charges and expenses in connection with the formation of the Association shall be borne by such Association or proportionately by the Purchaser/s and the holders of other plot(s) in the said Township Project. The Promoter shall not be liable to contribute or pay any amount towards such expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid immediately on demand as determined by the Promoter ;

- u. The Purchaser/s hereby further covenants:

- a. To observe, perform and abide by all laws, bye-laws and regulations of the local Municipality, Panchayat, Government and local bodies and / or of any other authorities and also such rules and regulations for the use and enjoyment of the said plot(s)
- b. To attend, answer and be responsible for all deviations, violations or breach of any of the conditions or laws, bye-laws or rules and regulations;
- c. To observe, perform and comply with all the Rules and Regulations which the Association referred to in these

presents may adopt at its inception in the course of formation and from time to time and at all times, for protection, maintenance, observance and confirmation to the UP RERA Act & rules and Municipal/Panchayat/Development authority Bye-Laws and Regulations in force and for fully and properly vesting of the said plot and appurtenant land in the Association as the case may be for strict observance of the various stipulations and conditions of such Association in respect of the use and occupation of the plot(s) by the Co –Owners and Co purchasers thereof respectively;

- d. To keep the said plot and its walls and partition walls, sewers, drains, pipes and appurtenances thereof in good tenantable condition at the cost of the Purchaser/s;
- e. To comply with and carry out (along with other holders of the other plot(s) in the said Project) from time to time all the requirements, requisitions, demands and repairs as may be and are required to be complied with by the Government or any other authority in respect of the said township Project and respective plot(s) at Purchaser's cost and to keep the Land Owner/Promoter and or its nominees, agents, directors, employees duly indemnified, secured and harmless against all costs and consequences and all damages arising on account of non-compliance with the requirements, requisitions, demands and repairs;
- v. The Purchaser/s hereby agrees to execute, from time to time and at all times, all papers and to do all other things in such a way as to safe guard the interest of the Owner and or Promoter and its men and agents, directors, officials and of the other Purchaser/s of the other portions, plot(s) in the said Township

Project ;

- w. After the association is formed and registered and only after all the plot(s) and other portions in the said Township Project have been sold and disposed of by the Promoter and after the Promoter has received all dues payable to it under the terms of the respective conveyances from all the Purchaser/s of all the plot(s) and other portions of the said Project, the Land Owner/Promoter shall execute a Deed of Assignment or Sale Deed in respect of the common areas of the said Township Project and the appurtenant land in favour of the proposed Association subject to the conditions contained herein. All the Purchaser/s in common shall on or before the execution of such Deed of Assignment or Sale Deed, deposit requisite amount of Stamp duty, Registration charges and all other out-pocket expenses with the Promoter. Such aggregate cost will be notified by the Promoter to all the Purchaser/s in due course of time.
- x. Upon the transfer of the said remainder of the said township Project and the land to the Association, this deed shall in all respect take effect as if it were entered into by the Purchaser/s with such Association and this deed shall henceforth be construed in all respect as if such Association had been named therein as the Land owner/Promoter;
- y. Upon transfer of the said common parts and portions in terms hereof to the Association so long as all the holders of the Plot(s) and other portions of the said Project do agree to form an Association, declaration setting out particulars enumerated of the concerned Act is not made signed, executed and considered and submitted to the competent authority within the meaning of the said Act and separate assessment in respect of

Municipal/Panchayat Taxes are not made under the said Act, the Municipal /Panchayat Tax and other outgoings, costs of maintenance and other expenses for upkeep of the said Township Project and all other impositions on the said Township Project, shall be considered as having been imposed or become payable by the Purchaser/s which shall be divisible amongst other co purchasers of the plots within the said Township Project in proportion to the respective areas held by each of them. The Purchaser/s and the holders of other plot(s) and portions shall pay proportionately the said entire taxes and impositions and expenses without any abatement or deduction for those portions of the Project land meant for common use and enjoyment. If the said plot separately assessed under the said Act, then the respective Purchaser/s of the respective plot and other portions shall bear and pay the same regularly. Any delay or negligence in enforcing the terms hereof or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the land Owners and or Promoter of any breach or non-compliance of any of the terms and conditions hereof by the Purchaser/s nor shall the same in any manner prejudice the rights of the Land Owners and or promoter or both jointly and or severally.

- z. The Purchaser/s shall not injure, harm or damage the common areas of the Project by making alterations or withdrawing any support or otherwise
- aa. The Purchaser/s shall not obstruct or object to the Owner's/Promoter' using, allowing others to use or transferring any part of the Said Project / Land save and except the Said plot
- bb. The Purchaser/s shall from time to time and at all times pay all the common expenses (proportionate share) and shall also observe and perform all the terms and conditions herein contained which are on the

part of the Purchaser/s to be carried out, observed and / or performed punctually and regularly without any objection on any ground whatsoever;

- cc. The common areas facilities and amenities and the said Project shall always be remain undivided and the Purchaser shall not bring any suit for partition or division thereof;
- dd. To co-operate with the other co-purchasers and Land Owners and Promoter in the management and maintenance of the Project area ;
- ee. To observe the rules framed from time to time by the land Owners and or Promoter and or FMC an or Association(upon formation) at its discretion for quiet and peaceful enjoyment of the common parts and portions of the said Township Project;
- ff. To pay charges for electricity in or relating to the said Project wholly and proportionately relating to the common parts;
- gg. Not to subdivide and sub-let and sub-demise the said plot and any portion thereof;
- hh. Not to do any act deed or thing or obstruct the demarcation process of other plot(s) in any manner whatsoever notwithstanding any temporary obstruction in any manner with regard to adjacent others plot(s);
- ii. Not to hang from and attach to the boundary wall or demarcated parapet any articles or machinery which are heavy or likely to affect or endanger or damage the other plot(s) or any part thereof;
- jj. Not to make in the said plot any alteration on boundary wall or demarcated parapet etc. or improvement of a permanent nature except with the prior approval in writing of the Promoter.

- kk. Not to use the said plot or permit the same to be used for any purpose whatsoever other than residential purpose and shall not be used for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the owners and occupiers of the neighboring premises and similarly shall not keep any materials/articles in the common visitors parking place ,if any, and shall not raise or put up any obstruction by any means thereon or part thereof and shall keep it always open as before. Dwelling and staying of any person or blocking by putting any articles shall not be allowed in such visitors parking space;
- ll. To abide by such rules and regulations as may be made applicable by the Owners and or Promoter and or FMC before the formation of Association and after the Association is incorporated to comply with and / or adhere to the rules and regulations of such Association as the case may be;
- mm. Not to cause any obstruction or objection in the event the land Owner/Promoter amalgamates or cause to be amalgamated with any adjacent plots or contiguous land so as to bring the said amalgamated plots within the scheme of development relating to and / or concerning the right, facilities and privileges of use and enjoyment of the common areas, common services and / or common benefits;
- nn. Not to cause any obstruction or object for use of Common Road/Drive ways/Passages in the said Project for making use of the same by the other Allottee/s , purchasers, / Land Owner, Promoter for ingress & egress and also for getting access to the inhabitants of adjacent plots and also keep the same common for the other adjacent plots/ developments also.
- oo. Until formation of owners association, Common areas management will be under the control of the Promoter and or by the Facility Management companies **(FMC)** appointed and or formed by the

Promoter at its sole discretion to manage and maintain and control the said Project and its common portion, areas and facilities and installed equipment thereof subject to payment of monthly maintenance charges to the Promoter/FMC as the case may be, by the said Plot purchaser, as may be determined by the Promoter/FMC for the time being at its discretion. The purchaser of the said plot herein consents to the same and undertakes to make payment on time.

- pp. The Purchaser/s agrees that the Purchaser/s shall punctually pay within 7th day of every month the common expenses as described herein at such rates as may be decided, determined and apportioned by the Promoter/FMC to be payable from the date of offer of possession to the Promoter/FMC as the case may be and upon formation and transfer of management of the said Township Project to the Owners Association or the management agency as the case may be such payments are required to be made without any abatement or demand;
- qq. The proportionate rate payable by the Purchaser/s for the common expenses shall be decided by the Promoter/FMC from time to time and the Purchaser/s shall be liable to pay all such expenses wholly if it relates to the Purchaser's unit only and proportionately for all other common space and as a whole. The statement of account of the apportionment of the charges as prepared by the Promoter/FMC shall be conclusive and final. The Purchaser/s shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration in terms of these presents, the employees of FMC as the case may be such as Watchman, Security ,staffs, technical, electrical man powers etc. shall be employed and / or absorbed in the employment of the said Association with continuity of service and on the same terms and conditions of employment as with the FMC and the Purchaser/s shall not be entitled to raise any objection thereto and hereby consents to the same;

- rr. If the purchaser/s fails to pay the aforesaid expenses or part thereof, within time as aforesaid, the Purchaser/s shall, without prejudice to the Promoter's other rights hereby, be liable to pay interest at the rate of 18% p.a. and further that if any dues remain unpaid for sixty days, the Promoter/FMC or upon formation of such owners Association, shall be at liberty to disconnect and / or suspend all common services attached to the Purchaser's plot such as water supply, electricity connection, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as re-connection charges;
- ss. Promoter will have the right to commercially exploit the boundary walls of the Township Project for advertising space or display without any hindrance or objection by the plot owners or association;

SCHEDULE F
PURCHASERS' SPECIFIC RIGHTS

The Purchasers shall have the following rights in respect of the said Plot:-

1. The Purchasers and all persons authorized by the Purchasers (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Plot and other common areas;
2. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the said Plot through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the Plot.
3. The right of entry and passage for agents or workmen to other parts of the said Project at all reasonable times, after taking consent from the Promoter/FMC, for the purpose of repairs or

maintenance of the said Plot or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other Plot owners and making good any damage caused.

4. The Purchasers acknowledges that the right of the Purchasers shall remain restricted to the Plot and that the Purchasers shall have no right over and in respect of the other parts and portions of the Project excepting the right to use in common the Project Common Area.
5. The right of way in common as aforesaid into and all common passages, driveways, entrance at all times and for all purposes connected with the reasonable use and enjoyment of the said plot comprised within the said township Project **PROVIDED ALWAYS AND IT IS HEREBY DECLARED** that nothing herein contained shall permit the Purchaser/s or any persons deriving title under the Purchaser/s and / or his / her servants, agents, employees, invitees and / or customers to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of other persons including the Owners/Promoter who are properly entitled to such right of way as aforesaid along with such common passage, driveways and entrance as aforesaid;
6. The right of protection of the said plot by or from other parts of the other adjacent plots and the said Project so far as they now protect the same;

SCHEDULE G
PURCHASERS EASEMENTARY RIGHTS

1. The right of flow in common with the Purchaser/s and other person or persons as aforesaid of, electricity, water and soil or waste from and any part (other than the said plot) to the other parts through pipes, drains, wires, conduits lying or being in under through or over the said plot and as may be reasonable necessary for the beneficial use, occupation and enjoyment of the other parts of the said plot;
2. The right of protection of other part or parts of the said plot by all parts of the said unit as far as the same normally protects;

MEMO OF CONSIDERATION

The Promoter confirms having received from the Purchaser/s a sum of **Rs.** _____
(Rupees _____) towards full and final payment of the Consideration for the Said Plot And Appurtenances described in **SCHEDULE B** above in the following manner:

Date	Bank Details	Cheque No.	Amount

 (_____)
Authorized Signatory
[Owners]

Witness:

1. _____

2. _____

IN WITNESSES WHEREOF the parties have hereunto executed these presents on the day month and year first above written;

SIGNED SEALED AND DELIVERED

by the **OWNERS** in the presence of:

1.

2.

Signature of the OWNERS

SIGNED SEALED AND DELIVERED

by the **PROMOTER** in the presence of:

1.

2.

Signature of the PROMOTER

SIGNED SEALED AND DELIVERED

by the **PURCHASER/S** in the presence of:

1.

2.

Signature of the PURCHASER/S

=====

Dated this ____Day of _____, 2020

BETWEEN

EMAMI REALTYLIMITED AND ORS
...theLand Owner

AND

EMAMI REALTYLIMITED
...the Promoter

AND

1. _____

2. _____

...the Purchasers

INDENTURE OF CONVEYANCE

S. Jalan& Company,
Solicitors & Advocates,

**PROVISIONAL DRAFT DEED OF
CONVEYANCE-VILLA**
(may be amended in terms of statute)

"Emami Nature"

1. Date:

2. Nature of document: Deed of Conveyance

3. Parties:

3.1 Land Owner(s):

3.1.1. **Emami Realty Limited** (CIN no. L45400WB2008PLC121426), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at and its corporate office at 1858/1, Rajdanga Main Road, Kolkata-700107(PAN -), represented by its authorized signatory (Aadhar No.) authorized vide board resolution dated hereinafter being referred to as Co-owner;

3.1.2 **M/S. Emami Estates Private Limited,** (CIN no. U45400WB2007PTC117251), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 97A, Southern Avenue, Kolkata-700029 (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) hereinafter being referred as Co-owner;

3.1.3 **M/S. Jhansi Properties Private Limited,** (CIN no. U45400WB2007PTC117253), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Emami Tower, 687, Anandapur, E.M. Bypass, Kolkata-700107(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) hereinafter being referred as Co-owner.

3.1.4 **M/S. Raj Infra Properties Private Limited**, (CIN no. U70102UP2012PTC051598), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its office at 808, Gwalior Road, Bansal Colony, Jhansi (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) hereinafter being referred as Co-owner.

3.1.5 **M/S. Dev Infracity Private Limited**, (CIN no. U70102UP2012PTC051596), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be] having its office at 808, Gwalior Road, Bansal Colony, Jhansi (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) referred being as Co-owner.

The above mentioned Land Owners being the **Parties of the First Part.**

3.2 Promoter:

Emami Realty Limited (CIN no.L45400WB2008PLC121426), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at and its corporate office at 1858/1, Rajdanga Main Road, Kolkata-700107(PAN -), represented by its authorized signatory (Aadhar No.) authorized vide board resolution dated hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being the **Party of the Second Part.**

3.3 Purchasers: _____, being the Party of the **Third Part**.

3.4 The terms "Land Owner" and "Promoter" shall include its successors or assigns.

3.5 The term "Purchasers" shall include his/her successors or assigns, his/her legal heirs, legal representatives, executors and administrators.

3.6 The parties of the first part and these part shall hereinafter be referred to individually as "Party" and collectively as "Parties".

4. Subject Matter:

Sale of the Villa on Plot and land underlying the said Villa being the vacant land lying and situated in the Villa on Plot No. _____ Block no _____, having a Saleable area of measuring about _____ sq.ft. _____ sqmt. and also having carpet area _____ sqft _____ sqmt, duly demarcated by its four corner as permissible under the applicable law and of prorata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2 of Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, to me/us in the Project called 'Emami Nature', bearing UP-RERA Registration No. [_____].] described in **Part-I, Part-II, Part-III** of the **Schedule B** respectively, and morefully delineated on **Plan B** attached hereto and bordered in colour **Green** thereon (within which Said Villa and land underlying the said Villa further borderd in colour **Blue**) within the limits of 1st phase of Township Project **(EMAMI NATURE)** right to access for ingress to and egress from the main entrance **together with** undivided, proportionate and impartiable share and / or interest **(Said Land Share)** in the common parts and common portions described in the **Schedule C** below (**Common Parts and Portions**).

The proportionate, undivided, indivisible and singly non-transferable share in the common areas, amenities and facilities of the Villa on plot and the Project (the "**Project Common Areas**"), morefully described in **Part-I** of the **Schedule C** hereto;

The right of perpetual easement on the roads and pathways for ingress to and egress from the Project (the "**Easement Rights**") morefully described in **Schedule G** ;

5. Background:

- 5.1 Ownership of EMAMI REALTY LIMITED, M/S. EMAMI ESTATES PRIVATE LIMITED, M/S. JHANSI PROPERTIES PRIVATE LIMITED, M/S. RAJ INFRA PROPERTIES PRIVATE LIMITED, and M/S. DEV INFRACITY PRIVATE LIMITED :** By virtue of the events and in the circumstances described as narrative recital in paragraph **A & B** of the said agreement for sale dated _____ and also in the **Schedule D** below (Recital), all above referred companies became the joint absolute owners and possessor of the Project;
- 5.2 Plans:**, for the purpose of township Project on Land, caused a Project plan sanctioned (Plans) bearing No. 011101113/JDA-TALPAT MANCHITRA-(2019-2020) dated 20.10.2019
- 5.3 Application and Allotment to Purchaser/s:** The Purchaser/s, intending to be one of the Transferee/s, upon full satisfaction of the Owner's title and Plan and also the authority to sell, applied for purchase of the Said Villa on Plot alongwith the land underlying the said Villa and Appurtenances and the allotted the same to the Purchaser/s, who in due course entered into an agreement dated _____ (Said Agreement) for

purchase of the Said Villa On Plot alongwith the land underlying the said Villa, on the terms and conditions contained therein;

5.4 Representations, Warranties and Covenants of the Owners/Promoter

The Said Land measuring about 100 acres more or less lying and situated at Village –Khailar, Dist. Jhansi in the state of Uttar Pradesh, is earmarked for the purpose of development of a Township Project, comprising of 453 no(s) of plots and the said Project shall be known for ever as “EMAMI NATURE”(“Project”): as described in **SCHEDULE A** respectively, and morefully delineated on **Plan A** attached hereto and bordered in colour **Red** thereon

The said Project will be developed in a phased manner. The **1st Phase** of the Project comprising of plots for the purpose of plot wise sale & built up Villa on Plot as may be applied by its intending pauchasers, sale consisting on land measuring about 54.074 acres are clearly demarcated and specified in the sanctioned plan which is to be developed together with all the amenities, facilities, specifications by the Promoter to use and benefit of all the Purchasers of the entire Project. The Purchaser herein has /have gone through the lay out plan, sanctioned plan and its phase demarcations, norms, approvals, NOC, sanctions etc. and being satisfied with all the representations made by the Promoter and or by its agents, the Purchaser herein has/have agreed and accept to the same and undertakes that they will abide by the rules and regulations as may be laid down by the Promoter in respect of the usage and rights in the common area and its portions as morefully and particularly described in **SCHEDULE C Part I** herein below

5.4.1 Freehold Owners: The Land Owners are the freehold owners of the Said Villa on Plot and land underlying the said Villa And Appurtenances thereto. The detail description & legitimacy of Title in the form of narrative recital is described in **SCHEDULE D** herein below

5.4.2 No Acquisition / Requisition: The Owners have not received any notice from any authority for acquisition or requisition and declares that the Said Villa on Plot and land underlying the said Villa is not affected by any scheme of the Local Authority or Government or any Statutory Body;

5.4.3 Absolute Authority to Sell: The Owners has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure all and singular the Said Villa on Plot and land underlying the said Villa hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid, according to the true intent and meaning of these presents subject to the terms, conditions and covenants as are contained in this Conveyance;

5.4.4 Free from All Encumbrances: The Said Villa on Plot and land underlying the said Villa And Appurtenances hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lispendens*, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges and liabilities whatsoever or howsoever made or suffered by the Owners/Promoter or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through under or in trust for the Owner/Promoter or the Owner's/Promoter's predecessors-in-title;

5.4.5 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Owners/Promoter jointly or severally from selling, transferring and / or alienating the Said Villa on Plot and land underlying the said Villa or any part thereof;

5.4.6 Peaceful Possession: The Purchaser shall and may, from time to time, and at all times after receiving physical possession of the Said Villa on Plot and land underlying the said Villa peacefully and quietly enter into, hold, possess, use and enjoy Said Villa on Plot and land underlying the

said Villa And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners/Promoter or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from them;

5.4.7 Perfecting Title by the Owners : Subject to the provisions herein contained, the Owners and / or any person claiming under it in law or in equity shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser do executes and cause to be executed all such deeds, acts and things for further or more perfectly assuring the title of the Said Villa on Plot and land underlying the said Villa And Appurtenances unto and to the use of the Purchaser in the manner aforesaid and shall cause to be produced all documents of title with regard to the Said Villa on Plot and land underlying the said Villa And Appurtenances;

5.4.8Township Project Plan(s): shall mean and include all the the Total Project area plan, layout plan, sanctioned plan, sketches, elevations if any , maps, specifications, designs, drawings, applications, scheme and / or other papers and / or documents and all necessary approvals for the Project and also for the individual Villa and land underlying the said Villas, as may be necessary and / or required for and / or in connection with and / or in relation to the development of the Township Project and as may be made and / or prepared by the Architect and / or Engineer of the Promoter including all amendments and / or renewal and / or revision thereto and / or modification thereof and submitted to the Local competent authority (_____) and other appropriate and / or sanctioning authorities for sanction;The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Plots and as the case may be, from Jhansi Development Authority vide its sanction letter no 011101113/JDA-

TALPAT MANCHITRA - (2019-2020) dated 25.11.2019 (for entire Project of 100 Acres more or less in the village Khailar, Dist. Jhansi, in the state of Uttar Pradesh, the Promoter intends to develop and to sell in phase wise manner, presently land comprising of 54.074 Acres as **1st Phase** out of sanctioned Plan of 100 Acres.) Based upon the application made by the Purchaser herein for a built up villa on plot, the Promoter has also caused a building Plan sanctioned by Jhansi Development Authority in this effect and according to such sanctioned plan and its norms and other specification, the Promoter agrees and undertakes to construct as per its specification and norms, the said villa on Plot and land underlying the land that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

The Promoter has obtained a sanctioned plan of the particular Villa on Plot and the land underlying said land as described in **SCHEDULE B Part 1** being plan No. _____ Dated _____ from Jhansi Development Authority

5.5 The Promoter has registered the 1st Phase of the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration No. _____.

5.6 Upon an application for granting environmental certificate with regard to pollution, the competent authority, has sanctioned and given clearance with certain terms and conditions which are to be abided by the Promoter and said terms and conditions shall be co-extensive to all the purchasers including the purchaser herein.

5.7 The _____ has granted the Occupancy/Completion certificate to the Project vide approval dated _____ bearing registration No. _____

5.8 Association: shall mean any Association, Syndicate, Committee, Society or Company that may be formed by the Promoter/Owner under the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 consisting of purchasers for the common

purposes having such rules regulations and restrictions as be deemed proper and necessary by the Owners/Promoter but not inconsistent with the provisions and covenants herein contained as morefully described in **SCHEDULE – E** or with the existing laws of the land;

5.9 Common Owners: shall mean all the Purchaser who from time to time have purchased or agreed to purchase and taken possession of such Villa on Plot and land underlying the said Villa within the 1st Phase of the said Project including the Owners/Promoter for those Units not allocated or agreed to be allocated by the Owners/Promoter to anyone;

5.10 Common Purpose: shall mean and include the purposes of managing, maintaining and up-keeping the said Project including the 1st phase and the said Villa on Plot and particularly the Common Areas and installations, rendition of the common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Villa on Plot exclusively;

5.11 Common Areas, Facilities, Installations And Amenities / Common Parts / Common Portions: shall mean and include the common areas parts, facilities and amenities, sewerage, Drains, drainage connection in front of the said Villa on Plot and land underlying the said Villa for common use, including common passage ways, pathways, common lavatories, underground water reservoir and other facilities like water supply network with Water Treatment Plant (WTP), storm water drainage system with RWH (Rain Water Harvesting), sewerage drainage system with Sewerage Treatment Plant (STP), irrigation system and uninterrupted street lighting and other amenities whatsoever as also and all the equipments and / or accessories and / or installations attached to and / or provided for and / or reserved in the said Villa on Plot and land underlying the said Villa for the maintenance of Villa and land underlying the said Villas for

the common use / enjoyment of the co-owners as also including those parts or portions or facilities. Provided always that the different portions of the land comprised in the said Project which is shown and delineated in plan annexed hereto shall after completion of development of the said Project in accordance with the said Plan shall remain common portion and shall form part of the common areas and portion of the said Project and shall be used and utilized by all the unit holders, of different portions and all the common roads comprised in the said Project shall be used and / or utilized by the other owners in case if they develop the adjacent Villa and land underlying the said Villas of the said Project in future to which the purchaser/s shall not be entitled to raise any sort of objection thereto, said Common Parts and Portions has been morefully and particularly described in **Part-I of ScheduleC** hereunder written;

5.12 Common Expenses: shall mean and include proportionate share of all costs charges and expenses whatsoever to be incurred for working, maintenance, management, upkeep, repairs and replacement of all common parts / common portions including proportionate share of all taxes, land revenue and / or levies morefully described in **Part-II of Schedule C** hereunder written;

5.13 Easements: shall mean the easements, quasi-easements, rights, privileges and appurtenances in the common parts and common portions appertaining to the said Villa on plot and land underlying the said Villa for its reasonable enjoyment and occupation more particularly described in the **Schedule C** hereunder written and shall also include the reciprocal easements, quasi-easements, obligations and duties of like nature of the occupiers of the other units more particularly described in the **Schedule G** hereunder.

6 Transfer:

6.1 Conveyance: The Owner/Promoter hereby sell, convey and transfer the Said Villa on Plot no_____,Block no_____(Said Villa on Plot) comprised in the 1st Phase of the Project, and together with land underlying the said Villa on Plot And Appurtenances having saleable area of approximately_____ square feet,_____sqmt and also having carpet area_____sqft _____sqmt described in the of **Schedule B** below, delineated on **Plan B** attached hereto and bordered in colour**Green together with** undivided, proportionate and impartible share and / or interest in the Common Parts / Common Portion described in the **ScheduleC** below **together with** other rights being all other rights appurtenant to the Said Unit;

6.2 Consideration: The transfer of the Said Villa on Plot And Appurtenances is being made for the total consideration of **Rs. -----**
-----/- (Rupees ----- Only) excluding of
GST(Goods &Service Taxes) which has been fully paid by the Purchaser/s and received and acknowledged by the Promoter herein. Apart from the agreed consideration, the Purchaser will pay and discharge their liability on account of GST to the Promoter.

7 Terms of Transfer:

7.1 Conditions Precedent:

7.1.1 Title, Plan and Construction: Notwithstanding any previous dispute, difference, correspondence or claim, the Purchaser/s now confirms that the Purchaser/s has examined or caused to be examined the following and the Purchaser/s is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and in this regard the Purchaser/s hereby indemnify and agrees to keep the Owner saved, harmless and indemnified; Also

7.1.1.1 The Purchaser/s has, prior to the execution of this indenture, taken inspection of the abstract of title of the Owners and right of the Promoter in respect of the said Project and has satisfied himself / herself that the Owners' title and the right of the promoter to the said Project is good and marketable. The Purchaser shall not be entitled further to investigate such title of the Owner and no requisition or objection shall be raised by the Purchaser/s with regard thereto;

7.1.1.2 The design, layout, specifications and allotment of the Said Villa on Plot and land underlying the said Villa And Appurtenances and the condition and description of all fixtures and fittings installed and / or provided in the Project, Common Parts / Common Portions including the quality, specifications, materials, workmanship and structural stability thereof;

7.1.2 Measurement: The Purchaser/s has fully satisfied as to the area forming part of the said Villa on Plot and land underlying the said Villa and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof;

7.1.3 Workmanship: The Purchaser/s not to claim nor have any claim on account of workmanship or the materials used in construction of the said Villa on Plot and land underlying the said Villa;

7.1.4 Waiver: The Purchaser/s waived all claims or any delayed delivering of the said Villa on Plot and land underlying the said Villa and acknowledges any delay, if

any, was because of circumstances beyond the control of the Owner/Promoter;

7.1.5 Documents: The Purchaser/s acknowledges have receiving copies of all documents of title and sanctioned plan and / or modified plan,if any and verifying the same and subsequently satisfying;

7.1.6 Approval of Instrument: The Purchaser/s has obtained independent Legal Advice and this Instrument approved by the Advocate engaged by the Purchaser/s;

7.1.7 Apply for Mutation: The Purchaser/s shall within 3 (six) months from the date of the execution of this presence shall apply for and obtain Mutation in their name of the said Villa on plot and land underlying the said Villa from the concerned Competent Authority and also shall obtain separate assessment of the said Villa and land underlying the said Villa on Plot and so long the said Villa and land underlying the said Villa is not separately assessed the Purchaser/s shall pay the proportionate share of the assessed of all applicable taxes and or levies and Other Taxes and impositions payable in respect of the said Villa on Plot and land underlying the said Villa or the Project as may be determined and fixed by the Promoter or its holdingFacility Managemnt company (FMC) or the Association;

7.1.8 Purpose: The Purchaser/s shall use or permit to be used the said Villa on Plot and land underlying the said Villa for residential purpose only. No Commercial operation shall be permitted within the said Villa on Plot and land underlying the said Villa ;

7.1.9 Applicable Rules & Regulation: The Purchaser/s shall abide by all the applicable rules and regulations pertaining to the said Project;

8. Subject to: The transfer being affected by this Conveyance is subject to:

8.1 Maintenance of Common Parts / Common Portions: the Purchaser/s accepting that the maintenance of the Common Parts / Common Portions more fully described in the **Part –I** of **SCHEDULE C** below shall be maintained by the Promoter and or its nominated Facility management Company(FMC) or Association upon its formation;

8.2 Payment of Common Expenses by the Purchaser/s: the Purchaser/s accepting to pay the Common Expenses more fully described in the **Part-II** of **Schedule C** below and also pay-per-use charges for different facilities as may be fixed from time to time by the Promoter/Facility management company(FMC) and or Association upon its formation, diligently and without any delay to the Promoter/FMC / or Association . The Promoter/FMC/ Association shall be entitled to charge interest @ 18%(eighteen percent) per month on compoundable basis on the amount outstanding on account of monthly maintenance charges;

8.3 Observance of Covenants, Rules & Regulations: the Purchaser/s accepting to observe and perform all the covenants, stipulations, rules and regulations in respect of the Common Parts / Common Portions including the recreational areas (collectively **Covenants of the Purchasers**) described in the **Clause 9.5** below or as may be framed from time to time by the Promoter/FMC/ Association;

7.2 No Alteration by Purchaser/s: The Purchaser/s shall not be entitled to make any changes in the sanctioned layout plan of the Said Villa on Plot and land underlying the said Villa and Appurtenances under any circumstances either before or after the possession of the said Villa on plot and land underlying the said Villa and Appurtenances is handed over to the Purchaser/s. In the event the Association and / or Sanctioning Authority comes to know of any such change made by the Purchaser/s, then the Owner or Promoter or Facility Manager and / or Association and / or Sanctioning Authority shall be entitled to demolish the said changes and restore the said Villa on Plot and land underlying the said Villa And Appurtenances or any part of the complex at the cost of the Purchaser/s. In the event, any change is made by the Purchaser/s after the date of registration of Deed of Conveyance, then also the Owner and/or Promoter and / or Facility manager and / or Association and / or Sanctioning Authority shall be entitled to demolish the additions / changes and restore the said Villa and land underlying the said Villa And Appurtenances to its original position at the cost of the Purchaser/s. The Purchaser/s shall be liable to make the payment of the cost without raising any objection as the same is done due to default by the Purchaser/s;

7.3 Delivery of Possession: The Promoter/ Owner have handed over within the agreed period of time the *khas*, vacant, peaceful, satisfactory and acceptable possession of the said Villa on Plot and land underlying the said Villa And Appurtenances to the Purchaser/s, which the Purchaser/s admits, acknowledges and accepts without raising any objections and or claim.

7.4 Taxes, Outgoings & Deposit:

7.4.1 Goods Service Tax (GST) or Any Other Applicable Tax:

In the event the Purchaser is made liable for payment of

any Tax / Levy under any statute or law then in such event, the Purchaser/s shall be liable to pay the same and hereby agrees to indemnify and keep the Owner/Promoter indemnified against all actions, claims, suits, proceeding, costs, charges and / or expenses that is likely to be incurred in respect thereof. The Purchaser/s further unequivocally undertakes and agrees to pay all taxes and / or duties that may be made applicable at actual or such amount as and then may be applicable in respect of the Villa on Plot and land underlying the said Villa intended to be acquired by the Purchaser/s;

7.4.2 Outgoings: All liabilities, outgoings, charges, rates and taxes and levies including but not limited to property taxes related to the said Villa on Plot and land underlying the said Villa And Appurtenances for the period prior to the date of offer of possession shall be borne, paid and discharged by the Promoter and from the date of offer of possession those for the period thereafter shall be borne paid and discharged by the Purchaser/s;

7.4.3 Additional Expenses: The Purchaser/s has also agreed to pay to the Promoter in addition to the consideration herein above, all applicable statutory proportionate outgoings and expenses including all charges and costs for any alterations in the said villa on plot or any other extra facilities or specification in construction etc., which the Promoter may on a later date decide to provide which is presently not taken into consideration;

7.4.4 Transfer Fees: First transfer of the said villa on Plot is of no transfer charges. In the event of subsequent transfer

,Purchaser/s shall have to pay an amount of Rs. 75,000/- to Promoters/ FMC/ Association prior to such subsequent transfer of B Scheduled property to any single family. This transfer fees however subject to vary from time to time as per discretion of Promoter/ FMC/Association.

7.5 Holding Possession:

7.5.1 Purchaser/s Entitled: The Owner/Promoter hereby covenant that the Purchaser/s and / or the Purchaser's successors-in-interest or heirs, nominees or assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, holds, possesses, uses, enjoys, transfers, gifts and / or otherwise dispose of the said Villa on Plot and land underlying the said Villa And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owner/Promoter or any person lawfully or equitably claiming any right or estate therein from under or in trust from them; to effect **holding possession** purchaser(s) entitled to specific rights as described in **SCHEDULE F** herein below

7.6 General:

7.6.1 Conclusion of Contract: The Parties have concluded the contract of sale in respect of the said Villa on Plot and land underlying the said Villa And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their

respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future;

7.6.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance;

7.6.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning;

7.6.4 Cost of Registration: The Purchaser/s at his / her own cost shall make payment of the applicable stamp duty and registration charges and also other legal and incidental charges as may be determined by the Promoter. It shall be the responsibility of the Purchaser/s to get this Instrument registered and the Owners/Promoter will appear before the concerned authorities for the registration of the conveyance;

8 NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

8.1 Sale: The Land Owner and the Promoter hereby sell, convey and transfer unto and in favour of the Purchasers the **“Villa on plot no _____ Block no _____ and land underlying the said Villa”(Said Villa on Plot)**, more fully described in **Schedule B** hereto which the Purchasers shall have, hold and enjoy forever hereafter, free from all encumbrances, on consideration of the total

sum mentioned in **Memo of Consideration** paid by the Purchasers to the Promoter, but subject to the mutual easements and restrictions mentioned in **Clause 9.5**(the **Covenants of the Purchasers**), which shall be covenants running with the said Villa on Plot and land underlying the said Villa in perpetuity, and the consideration mentioned herein together with the agreed deposits and advances contains all charges, costs and deposits payable by the Purchasers to the Promoter.

8.2 Transfer: The transfer made hereunder is absolute “sale” free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lispendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever and howsoever.

8.3 Possession: After completion of the construction of the said Villa on Plot and land underlying the said Villa and construction of the Project Common Areas comprised within the 1st Phase, a Notice of Possession has been sent by the Promoter to the Purchasers informing the Purchasers that the said Villa on Plot and land underlying the said Villa is ready for possession, upon obtaining the Completion Certificate/occupancy certificate as the case may be, and in terms thereof, the Promoter has already handed over the vacant and peaceful possession in habitant condition of the said Villa on Plot and land underlying the said Villa in favour of the Purchasers. The Purchasers herein doth hereby has/have accepted the possession of the same only after fully satisfied with the measurement of said villa on plot and the land underlying the Villa, quality of materials, equipment, workmanship, fittings and fixtures in all respect without raising any objection and or claim.

8.4 Covenants of the Land Owner / promoter : The Land Owner hereby covenants with the Purchasers that:

- 8.4.1** The Land Owner/Promoter are the absolute owner of the said Project and that its title thereto is good, marketable, and subsisting, and has the power and authority to convey the same;
- 8.4.2** The Land Owner and the Promoter have the right, title, interest, power and absolute authority to sell, transfer and convey the said Villa on Plot and land underlying the said Villa.
- 8.4.3** The Purchasers shall, subject to observing and performing the covenants contained herein, peacefully own, hold and enjoy the said Villa on Plot and land underlying the said Villa.
- 8.4.4** The Promoter has developed the Premises with the requisite approvals from the competent authorities and was within its rights to do so;
- 8.4.5** There are no encumbrances on the Project including land comprised in the 1st Phase that the Land Owner and Promoter are aware of;
- 8.4.6** There are no litigations pending before any Court of Law with respect to the said Project or the said Villa on plot and land underlying the said Villa;
- 8.4.7** All approvals, licenses and permits issued by the competent authorities with respect to the said Project and the said Villa on Plot and land underlying the said Villa are valid and subsisting and have been obtained by following the due process of law. Further, the Land Owner and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Villa on Plot and the Project Common Area until handover of thereof, including the

land comprised in 1st phase and in the Project, in favour of the association of plot holders and said Villa on plot and land underlying the said Villa/Villa owners on formation of the same;

8.4.8 The Land Owner and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any other person or party with respect to the said Project, and the said Villa on plot and land underlying the said Villa, which will, in any manner, affect the rights of the Land Owner and the Promoter under this Deed of Conveyance or the Agreement for Sale entered into with respect to the said Villa on Plot and land underlying the said Villa.

8.4.9 The Project is not the subject matter of any HUF and that no part thereof is owned by any minor, and/or no minor has any right, title, and claim over the Project;

8.4.10 No notice from the government, or any local body, or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Project land) has been received by or served upon the Land Owner or the Promoter in respect of the said Project including 1st phase.

8.4.11 The Land Owner and the Promoter hereby grant the Purchasers all the rights that have been mentioned in **Schedule E** of this Deed (“**Purchasers’ Specific Rights**”).

8.4.12 The Promoter shall handover the common areas and facilities of the entire Project upon its completion including 1st Phase, unto and in favour of the owners of plot, Villa on plot and land underlying the said Villa, upon the formation of owners’ association as

required under law.

8.4.13 The Promoter shall rectify all reasonable construction related defects in the said villa on Plot and said Project Common Areas, if any, brought to the notice of the Promoter, at its own cost and effort, within five years year from the date of Notice of Possession, within thirty days of such information being received by the Promoter, unless prevented by force majeure. The Promoter at no circumstances shall be responsible to rectify any defect in any modification or up gradation of any specification done by the Association of Villa on plot and land underlying the said Villa/Villa owners or its agents but shall be restricted to the rectification of the original construction done by the Promoter only. If for some reason the Purchasers express dissatisfaction in this regard, the same will be referred to the Project Architect whose decision, with regard to satisfactory rectification of the same shall be final and binding on the Parties. The Purchaser, upon expiry of the above said period of defects liability, shall have no claim against the Land Owner or the Promoter in respect of any defect in the said Villa on Plot and land underlying the said Villa under any circumstances. It is clarified that the above said responsibility of the Promoter to rectify, shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Purchasers or their nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.

8.5 Covenants of the Purchasers: The Purchasers hereby agree and covenant with the Land owner/Promoter as follows:

- 8.5.1** The Purchasers have inspected and verified all the documents and Sanctioned Plan related to the Project and the said Villa on land and land underlying the said Villa.
- 8.5.2** The Purchaser have also inspected the said Villa on plot and land underlying the said Villa and and is absolutely satisfied as to the saleable and carpet area and construction of the said Villa on plot and land underlying the said Villa and the conditions and descriptions of all the fixtures and fittings installed and/or provided therein and also the amenities and facilities appurtenant thereto and as to the nature, scope and extent of benefit or interest in the said Project Common Area and the same does not deviate from the Agreement for Sale and all other Terms and Conditions as laid down by the Promoter from time to time for the said Project.
- 8.5.3** The Purchasers are aware and has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Project and the said villa on plot and the land underlying the said villa.
- 8.5.4** The Purchaser/s shall within 3 (three) months from the date of execution of these presents shall apply for and obtain Mutation in their name of the said Villa on Plot and land underlying the said Villa from the concerned Competent Authority and also shall obtain separate assessment of the said Villa on Plot and land underlying the said Villa. So long the said Villa On Plot and land underlying the said Villa is not separately assessed the Purchaser/s shall pay the proportionate share of the assessed of all applicable taxes and or levies and Other Taxes and impositions payable in respect of the said Villa on Plot and land underlying the said Villa or the Project as may be determined and fixed by the Promoter or the

Facility management company(FMC)/ Owners Association

8.5.5 The right to use the undivided proportionate share in the Project Common Areas attributable to the said Villa on Plot and land underlying the said Villa can only be transferred along with the said Villa on Plot and land underlying the said Villa hereby sold and shall be deemed to have been transferred with the said Villa on Plot and land underlying the said Villa even though the same is not expressly mentioned in any future conveyance or instrument of transfer.

8.5.6 The Purchasers shall apply to the electricity supply company/authority individually for obtaining supply of power and meter for the respective Villa on Plot and land underlying the said Villa and the Purchasers shall pay all applicable security deposits, cost of cable and/or all other charges for the same.

8.5.7 The right to use of the facilities offered in the Project Common Areas will always lie with the owner of the Villa on Plot and land underlying the said Villa, i. e., the rights of use of the Project Common Areas will get automatically transferred with the transfer of ownership of the said Villa on Plot and land underlying the said Villa. In the event, the Villa and land underlying the said Villa is occupied by a party other than the Purchaser of the said Villa on Plot and land underlying the said Villa, such occupier shall be entitled to use the Project Common Areas and other common facilities and not the Purchaser of the Villa on Plot and land underlying the said Villa.

8.5.8 The Purchasers will have no objection for the Promoter

to carry out any work on the Project Common Areas and other unfinished Villa on Plot and land underlying the said Villas.

8.5.9 The Purchasers shall pay all rates, taxes and outgoings, including GST, Municipal tax, surcharge, land revenue, levies, cess, wholly in respect of the said Villa and land underlying the said Villa and proportionately in respect of the Project Common Areas.

8.5.10 In the event of any default on the part of the Purchasers to pay the proportionate share of all common maintenance charges and outgoings, towards the Project Common Area to the Facility management company (FMC) appointed and or nominated by the Promoter, the Purchasers shall be liable to pay interest at the 18% per annum on the amounts lying in arrears and if such default continues for a period of three months then and in that event the Purchasers shall not be entitled to avail of any of the facilities and/or utilities mentioned hereafter and the Promoter and/or such FMC and upon formation of Owners Association as the case may be shall be entitled to:

8.5.10.1 to discontinue the supply of electricity to the Purchasers' Villa and land underlying the said Villa;

8.5.10.2 to discontinue the supply of water;

8.5.10.3 to discontinue the facility of DG Power back-up;

8.5.10.4 to discontinue the facilities of Project Common Areas to the Purchasers and their family members;

8.5.10.5 And such facilities shall not be restored until the Purchasers make payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Promoter/FMC for realization of the amounts lying in arrears.

8.5.11 The Purchaser shall observe and abide by the bye-laws for the residential Project, rules and regulations, bye laws prescribed by the Government/ Statutory Authority in regard to ownership and/or enjoyment of the said Villa and land underlying the said Villa.

8.6 CLUB HOUSE

- a) For the purpose of beneficial use and enjoyment various Purchasers of Phase 1 and their families along with all the Allottees/Purchasers of the entire project and their families, the Promoter has agreed to provide a Club House .
- b) The said Club is situated at place in accordance with the sanctioned plan.
- c) All the Purchasers of the Project including the Purchaser of the said Villa on plot and the land underlying the villa shall have to become a member of the club by paying the membership fees and to pay the monthly running charges to the Promoter and or its nominated maintenance agency for this purpose and also be entitled to use the said Club House and its facilities in accordance with the rules and regulations which is/ may be framed by the Promoter through Facility Management Company (FMC) to look after the maintenance and management of the said Club House.
- d) The Purchaser herein shall be liable to and agrees to make payment of the subscription and/ or other amount which may have to be paid for use and enjoyment of the said Club House and its facilities and shall abide by the rules and regulations which may be framed from time to time.
- e) The Promoter / Facility Management Company (FMC) reserves the right and the Purchaser herein hereby consents to make over the said Club

House and its facilities to any other agency for the purpose of running and operation of the said Club House.

- f) Every Purchaser including the purchaser herein by default will be a member of the Club, subject to payment of the membership fees and any other charges, as determined by the Promoter through its Facility Management Company (FMC) from time to time.

8.6 Rules of Interpretation: The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clause and the words put in bold in brackets define the word, phrase or expression immediately preceding with.

SCHEDULE A

DESCRIPTION OF SAID PROJECT

ALL THAT piece and parcel of land comprising an area of about 100 Acre more or less lying and situated at village Khailer ;District Jhansi ; Uttar Pradesh listed here in the following manner and delineated on the **Plan A** attached hereto and bordered in colour**RED**thereon and butted and bounded as follows:

SL.No	Khata No. & Year	Nature & Villa and land underlying the said Villa No.
1.	375 Fasli - 1384	1907-1908-1909-1972-1993
2	386 Fasli- 1384	2057-2058-2044-2046-2047-2049-2050-2051-2052-2053-1907-1908-1909-1992-1993-2026-2027
3	386- Fasli -1384	2026- 2027-2057- 2058- 2049-2050-2051-2052-2053-2044-2046-2047-1907-1908-1909-1992-1993
4	206-Fasli-1390	1889-1895-1897-1898-1906
5	386-Fasli-1384	2026-2027-2057-2058-2049-2050-2051-

		2052-2053-2044-2046-2047
6	378- Fasli- 1416	2055
7	301, 305 Fasli- 1392	2022-2023/ 1-2034 /2mi- 2021-2020-2035/2-2036-2038-2039- 2040/2, 2034/1,2035/1, 2040/1
8	386, Fasli-1384	2044-2046-2047-2026-2049-2027-2050- 2051-2052-2053-2057-2058
9.	386, Fasli-1384	2050-2051-2026-2027-2057-2058
10	440, Fasli-1405	2025-2028-2029-2030-2031-2032-2033- 2034/2-2024, 2023/2
11	355,Fasli- 1378	1995-2019
12	160, Fasli- 1409	1986Mi-1991-`1990, 1912.
13	160, Fasli- 1409	1986Mi-1991-1912.
14	386,Fasli- 1384	1907-1908-1909-1992-1993-2026-2027- 2044-2046-2047-2049-2050-2051-2052- 2053-2057-2058
15	99, Fasli -1360	2054.
16	Fasli- 1401	1910,1911
17	301,Fasli-1392	2020-2021-2022-2023/1-2034/2Mi-2035/2- 2038-2036-2039-2040/2
18	301, 324,Fasli-1392	2020-2021-2022-2023/1-2034/2Mi-2035/2- 2038-2036-2039-2040/2
19	324,Fasli-1415	1895Mi-1898.
20	180,Fasli-1390	1897-1998-1898
21	374,Fasli-1410	2041.
22	324, Fasli- 1415	1892-1893-1894
23	301, Fasli -1392	2020-2021-2022-2023/1-2034/2Mi, 2035/2-2036-2038-2039-2040/2-2034/1 - 2035/1, 2040/1
24	301, Fasli -1392	2020-2021-2022-2023/1-2034/2Mi, 2035/2-2036-2038-2039-2040/2-2034/1 - 2035/1, 2040/1
25	180, Fasli- 1390	1889, 1899, 1904, 1895, 1906, 1897, 1891,

		1998,
26	180, Fasli- 1390	1889, 1899, 1904, 1895, 1906
27	180, Fasli- 1390	1889,1898,1899,1904,1895,1906,1897
28	277, Fasli	1905

SCHEDULE “B” Part- I

SAID VILLA ON PLOT AND LAND UNDERLYING THE SAID VILLA (SUBJECT MATTER OF CONVEYANCE)

ALL THAT the said Villa on land and land under lying the said Villa on plot bearing No.____, Block no_____ having saleable area of_____ sqft_____sqmt_____and carpet area of _____ Sqft_____.Mts.situated within the ambit of property **1st phase** of the Project comprising of land admeasuring about 54.074 acres more or less known as “**Emami Nature**” delineated on the **Plan B** attached hereto and bordered in colour **GREEN** thereon(within which the **Said Villa on Plot and land underlying the said Villa is situated** further borderd in colour **Blue**);

;

Boundary

Particulars

On the North

On the East

On the South

On the West

above together with proportionate share in the Common Parts / Common Portion described in the **SCHEDULE–C** below and together with Other Rights described below;

Part- II

Specifications

Infrastructure –

1. Internal Roads Network.
2. Street Lighting.
3. Electrical Sub-Station with HT & LT Distribution System.
4. Sewer and Storm Water Drainage System.
5. Water Supply Network.
6. STP – MBBR/ MBR/ SBR/ FBBR Type.
7. Overhead and Underground Water tank.
8. Garbage Waste Management.
9. Garden Irrigation System.
10. On-grid solar power system in some areas.
11. Rain Water Harvesting.

Structural Works –

- I. RCC.
- II. MS.

Finishes and Landscape –

- i. Energy Efficient Electrical fittings and fixtures.
- ii. CP fittings and sanitary ware.
- iii. WPC/ Tile for flooring.
- iv. Windows/ Doors – UPVC/ Aluminum/ wood.
- v. Parks, green belts.

Amenities and facilities –

- i. Club.
- ii. Commercial area.
- iii. Mandir.
- iv. Play areas.
- v. Sewer and water supply connection points in front of each plot.
- vi. Access Roads for all plots.

Part- III

STRUCTURAL SPECIFICATION	
Structure	Earthquake Resistant RCC framed structure
Wall Finish	Internal Walls - POP Finish. External Walls - Texture/ weather proof paint
Flooring	Master Bedroom - Laminated Wooden Flooring/ Vitrified Tiles All other Bedrooms Vitrified Tiles Living/ Dining - Vitrified Tiles
Kitchen	Modular Kitchen with Granite countertop and stainless steel sink with every villa - (Optional at an additional cost) Combination of Ceramic Tiles upto 2 feet above the counter, oil bound distemper in balance area. Vitrified Tiles for flooring
Toilets	Combination of ceramic tiles up to 7 feet and distemper. Branded CP Fittings and Sanitary ware
Windows	UPVC/ Powder Coated Aluminium Windows
Doors	Painted Hard wood frames with painted flush door.
Power Backup	1235 Sqft - 1.54 KVA 1760 Sqft - 2.20 KVA 3265 Sqft - 4.08 KVA (@1 W / 0.00125 KVA per Sqft - At an Additional Cost).

Electrical	Provision for Split AC units in all bedrooms & living/ dining. Sufficient Electrical point in all rooms. Provision for Washing Machine points. Modular Switches. Concealed PVC conduits with wiring.
Deck Area (Optional)	Well tiled deck cum barbeque area at an additional cost.

SCHEDULE “C”
(PART I)

PROJECT COMMON AREA

1. The Common Parts and Common Portions, drains, drainage connection, power cables and its overheads wires, water line connections and its supply pipes as may be provided for and / or reserved in the said Project for common use, including the common wirings, pipes, electrical and mechanical equipments, switch-gears, transformers, Generators, Pump Motors, other electrical and mechanical installations, appliances, equipments passage ways, pathways, underground water reservoir and other facilities and amenities whatsoever as also the all the equipments and / or accessories and / or installations to be attached to and / or to be provided for and / or reserved in the said Project for the maintenance of the said Villa and land underlying the said Villa(s) for the common use enjoyment of the co-occupiers
2. All the common services and facilities including common wirings, pipes, electrical and mechanical equipments, switch-gears, transformers, Generators, Pump Motors, other electrical and mechanical installations, appliances, equipments, passageways, parkways, passage for ingress and egress, parapet walls, lights in the common areas, sanitation and drainage systems, and underground reservoirs, telephone lines, cable lines or any other common facilities which includes the area covered by the main excess road;

(PART II)
PROJECT COMMON EXPENSES

1. All the expenses, as determined by the Promoter and or its nominated Facility management Company(FMC) and upon lawfully formation of association of the owners after completion of the entire project, as the case may be, of administration, maintenance, repair and replacement of the common parts / common portions including rain water pipes, motor pumps, other plumbing works, water and electric wirings and installations, sewers, drains, and all other common parts, fixtures, fittings and equipments in under or upon the said Villa and land underlying the said Villa(s) enjoyed or used in common by the Purchaser/s, co-purchasers or other occupiers thereof including decorating and lighting of the common parts including the main entrance, passages, pathways, driveways, visitors, gardens, and all other equipments installed for common uses and by the co-owners .

The costs of working, repairs, replacement, maintenance, cleaning, maintaining and lighting at main entrance, passages, , generators and other parts of the said Villa and land underlying the said Villa(s) as enjoyed or used in common by the occupiers of the villas situated in the Project;

2. Such other expenses including printing and stationery as also all litigation expenses incurred for common purposes and in respect of any dispute with Local Municipality, Panchayat, Improvement Trust, other Local Authority, government, Insurance Company or any other person or persons in relation to or by any adhoc committee or the association as may be necessary or incidental for the common purposes including for maintenance, repairs and up-keep of the said Villa and land underlying the said Villa and for creating a fund for renovation of common parts;
3. The salaries and other expenses incurred for and payable to any person employed and or engaged and or to be entrusted from outsourcing for the common purpose including security, electrician, maintenance, plumber, administration of the Project, accountant, clerk, gardeners, bill collectors, chowkider, sweepers, etc.;

4. Insurance premium for insuring the the SAID PROJECT and its every part thereof against earthquake, damages, fire, lightning, mob violence, civil commotion etc.
5. Expenses for supplies of common utilities, electricity, water organization, drainagesewrage and payment of all other incidental thereof;
6. Other contributions as may be determined by the Promoter/Such FMC for the time being and by the association as may be formed in due course of time under due process of applicable law and its rules as the case may be.
7. Municipal and other rates and taxes and levies and all other outgoings incurred in respect of common areas parts and or portion of sid Project;
8. Cost and establishment and operational charges relating to Common Parts / Common Portion;
9. Proportionate share of Security Deposits and installation charges of electric connection to the Site office, Project boundary area lighting and proportionate deposits for payment made to power supply authority or any other authority for providing HT line Transformer/s in the said Township Project ;
10. All such other expenses and outgoing as deemed by the Promoter/FMC to be necessary for or incidental thereto;
11. Electricity charges or expenses for lighting in all the common parts, boundary walls of Said Project, and for operation of all the common areas;
12. Operational costs, maintenance, replacement of the equipments, machineries, fire-fighting security systems, generators and other gadgets, equipments which may be installed for the said Project site for use and benefit all the

purchaser. Capital expenses for replacement of any equipments/machineries/assessories;

SCHEDULE “D” AS REFERRED TO ABOVE

(“Details of the Deeds of acquiring of Land OF 1st phase by the Land Owners”)

_____ (“Land Owner”) is the absolute and lawful owner of survey nos.] Please insert and details as per local laws] _____ totally admeasuring _____square meters situated at _____in Tehsil & District _____ (“Said Project”) vide sale/lease deed(s) dated _____registered in the office of sub-Registrar _____as documents No._____. On dated_____[details of all the land owners to be inserted alongwith sale/lease deed details] • and • the Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____registered in the office of sub-Registrar Jhansi as documents No. _____on dated_____

From all relevant and available contemporary records, it is established That the total LAND has been transferred in the name of individual Owners and recorded in KhasraKhata under _____ of the _____ Act and its rules.

The Title documents and ROR are in the name of Individual Owners and the same will be produced before the competent authority as and when called for as the case may be.

PURCHASER’S SPECIFIC OBLIGATIONS AND COVENANTS(SCHEDULE-E)

The Purchasers hereby agree, confirm and undertake the following

obligations towards the Promoter and other Villa on Plot and land underlying the said Villa owners:

- a. **The Purchasers shall not** at any time, carry on or suffer to be carried on in the said Villa on the Plot and land underlying the said Villa, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Land Owner or the Promoter or the other Villa on plot and land underlying the said Villa owners or occupiers of the other Villa on plot and land underlying the said Villas or the neighbors or anything which may tend to depreciate the value of the said Villa on plot and land underlying the said Villa or the residential township Project;
- b. **The Purchasers shall use** the said Villa on plot and land underlying the said Villa only for residential purposes. It is specifically agreed by the Purchasers that they shall not use the Villa on plot and land underlying the said Villa for any type of commercial use such as showroom, office space, institution, tutorial, nursing home, mess, guest house, religious establishment, serviced Villa and land underlying the said Villa, restaurant, cafe, club, school or other public gathering place hotel etc. and the Purchasers shall not do any unlawful act in the Villa on plot and land underlying the said Villa which will cause hindrance / hardship / harm to other occupants;
- c. **The Purchasers shall become and remain a member** of the Villa on plot and land underlying the said Villa Owners Association(herein referred to as the `Association of Owners`), to be formed by and consisting of all the Villa on plot and land underlying the said Villa owners in the township Project as per provisions laid down under the _____ Act, ____ and Rules thereof, for the purpose of attending to the various matters of

common interest of and within the residential township Project and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchasers will execute a power of attorney in favour of the Promoter and/or its nominee for making of the Deed of Declaration as provided under the _____, Act _____ and Rules thereof. The Purchasers will observe and perform the terms and conditions, bye laws and the rules and regulations laid down by the Promoter until the Association of Villa and land underlying the said Villa Owners is formed and thereafter, abide by and observe the rules and regulations prescribed by such Association of Villa on plot and land underlying the said Villa Owners;

- d. **The Promoter, after formation of the Association** of Villa on plot and land underlying the said Villa Owners, shall hand over the corpus funds and balance maintenance charges etc. already collected from the Villa on plot and land underlying the said Villa owners to the Association of Villa and land underlying the said Villa Owners and shall also provide audited accounts for the same from the Promoter's auditor as up-to that date. The Promoter, the Association of Villa on plot and land underlying the said Villa Owners and the Purchasers shall be bound by the auditor's statement of accounts. The Association of Villa and land underlying the said Villa Owners shall hold the corpus funds as the corpus for maintenance of the said Project.

- e. **The Purchasers will use** all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the residential township Project in common with the other Villa on plot and land underlying the said Villa owners and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Villa on plot and land underlying the said Villa owners, the cost of

repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association of Owners; If it is required by the Land Owner or the Promoter, the Purchasers shall allow the Land Owner or the Promoter to enter the said Villa on plot and land underlying the said Villa after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.

- f. **The Purchasers shall duly and punctually pay** the proportionate share of property taxes, rates and cess, insurance charges, cost of maintenance and management of the residential Township Project including any increment thereon, charges for maintenance of services, like water, sanitation, electricity, etc., salaries of the employees of the Owners Association and other expenses (**“Project Common Expenses”**) with regard to the residential township Project as may be determined by the Owners Association of the Project from time to time as specified in Schedule C hereto. The liability for such share shall commence from the date of offer of Possession, irrespective of whether the Purchasers takes possession thereof or not. Till the time the Association of Owners is formed the Purchasers shall pay such share of taxes/ expenses, etc., to the Promoter/FMC as the case may be, as per demands raised.

- g. **The Purchasers shall allow the Promoter** or its agents, representatives, workmen to enter into Project Common Area of the including other parts of the township Project until all Villa on plot and land underlying the said Villas of the said Project have been sold by the Promoter and possession of the common areas has been handed over to the Owners Association upon its

formation.

- h. **The Purchasers shall keep the common areas**, open spaces, passages, lobbies, etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish/refuse out of the said Villa on plot and land underlying the said Villa.
- i. **The Purchasers shall keep the said Villa** on plot and land underlying the said Villa, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the Project Common Areas and shall carry out any internal works or repairs as may be required by the Promoter/FMC and or the Owners Association of the Project.
- j. **The Purchasers shall not make any additions or alterations** or cause damage to any portion of the Project Common Areas and shall not change the outside colour scheme, outside elevation/ façade/ décor of the Project.
- k. **The Purchasers shall not alter** or subscribe to the alteration of the name of the Township Project, which shall be known as '**Emami Nature**' for ever.
- l. **The Purchasers shall not do any act** that may be against any law, rule, regulation, bye law of the Panchayat or the Jhansi Development Authority / other statutory authorities or any obligation agreed under any contract and the Purchasers shall be solely responsible for all consequences of any offence or breach thereof and the Purchasers shall indemnify other Villa on plot and land underlying the said Villa owners who may suffer due to any such acts of omission or commission of the Purchasers.
- m. **The Purchasers shall indemnify** and keep the Promoter and/or the Villa on plot and land underlying the said Villa owners association, upon formation, saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment

or other default in compliance of the terms and conditions contained in these presents.

- n. **The Purchasers shall be solely responsible to maintain** the Villa on plot and land underlying the said Villa at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Villa on plot and land underlying the said Villa, or the Common Area in violation of any laws or rules of any authority and keep the Villa on plot and land underlying the said Villa, its partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and sanitary condition, and shall repair and maintain the same in a fit and proper condition and ensure that the scheme of the Project is not in any way damaged or jeopardized.

o. **The Purchasers shall not:**

- a. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- b. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Villa and land underlying the said Villas.
- c. Put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face / façade of the Villa and land underlying the said Villa or anywhere in the Common Areas.
- d. Make in the said Villa on plot and land underlying the said Villa any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature.

- e. Place or cause to be placed any article or object in the common area.
- f. Injure, harm or damage the Common Area or any other Villa and on plot land underlying the said Villas by making any alterations to the Villa on plot and land underlying the said Villa.
- g. Park any vehicle 2/4 wheeler, in the common areas an or in any part and portions of Project, by the Purchasers.
- h. Make any addition, alteration in the structure of the Villa on plot and the land underlying the said villa or not to put or hang anything outside the window and/or to store any article/material in the common area of the Project and/or in parts and portions of the Project.
- i. Change the design/elevation of the Villa on plot and the land underlying the said villa as provided by the Promoter and also colour of the Villa which may be constructed by the Purchaser on the Villa and land underlying the said Villa at his own cost and expenses forming part of the outside colour scheme of the Project, duly approved and finalized by the architect of the Project.
- j. Enclose the Project Common Areas under any circumstances.
- k. Use the said Villa on plot and land underlying the said Villa or any part or any portion neither thereof for any political meeting nor for any dangerous noxious or offensive trade or business.
- l. Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure

the sentiments of any of the other owners and/or occupiers of the said Project.

- m. Keep in the said Villa on plot and land underlying the said Villa any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Villa on plot and land underlying the said Villa and/or any other Villa on plot and land underlying the said Villa in the said Project.
- n. Discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.
- o. Create hindrance/ obstruction in any manner whatsoever to occupiers of the other blocks of the project particularly regarding use of Common Areas.
- p. Damage or demolish or cause to be damaged or demolished the said Villa on plot and land underlying the said Villa or any part thereof or the fittings and fixtures affixed thereto.
- q. Overload and/or draw excess electricity so as to cause overloading of the electricity connection.
- r. Object to the sale of any unsold stock by the Land Owner or the Promoter to any other person and/or persons as the Land Owner or the Promoter in their absolute discretion may deem fit and proper.

- s. Park car on the pathway or open spaces of the Project Common Areas or at any other spaces save and except the space designated within the said villa on plot and the land underlying the said villa and shall use the pathways as would be decided by the Promoter/ Facility Management company/Association.
- t. Obstruct pathways and passages of the Project Common Areas or use the same for any purpose other than for ingress to and egress from the Villa on plot and land underlying the said Villa.
- u. Display or permit any person to display raw meat or sacrificing of animals on the common areas of the said Project or at the said villa on plot and the land underlying the said villa
- v. Encumber the said Villa on plot and land underlying the said Villa in any manner except for raising the housing loan from any reputed financial institute or bank, etc for payment of the consideration and other charges/deposits under agreement/indenture, prior to conveyance of the said property by the Land Owner/Promoter to the Purchasers.
- p. **Notwithstanding anything to the contrary herein contained** the Purchaser/s agrees and binds himself / herself / themselves to pay to the Owners and/ or Promoter as the case may be the following charges and expenses from time to time after possession of the said Villa on plot and land underlying the said Villa being given to him / her / them;
 - a. So long the said property shall not be separately assessed and liable for Municipal / Panchayat taxes or for other taxes

whatsoever under any law, proportionate share of such taxes for both shares assessed on the said Villa on plot and land underlying the said Villa;

- b. Proportionate share of all the cost, charges, expenses and other outgoings whatsoever necessary and incidental to the administration and management of the said Villa on plot and land underlying the said Villa and the said Project including the costs, charges, expenses and outgoings with all betterment fees, levies, charges, and expenses to be charged by the local Municipality / Panchayat/Development Authority relating to the said Villa on plot and land underlying the said Villa or any part thereof;
- c. From time to time and all times to contribute and pay his / her/their proportionate share of all amounts becoming payable by way of premium, un-earned increase to the Government, local Municipality or Panchayat or any other authorities or any charges payable as betterment or development charges or other tax or payment being demanded by the Promoter/FMC/Association as the case may be ;
- d. Any apportionment of the liability of the Purchaser/s in respect of any items of expenses, taxes and outgoings payable by the Purchaser/s shall be done by the Promoter and or association to be formed according to the Purchaser's share or interest in the said Project whose decision shall be always conclusive, final and binding on the purchaser/s too;
- q. **Notwithstanding anything to the contrary herein contained,** the Purchaser/s hereby further agrees and covenants with the Owners;

- a. To pay all the amounts payable under the terms of this Indenture as and when the same become due and payable;
 - b. To observe and perform all the covenants and conditions contained in this deed;
 - c. To keep the Land Owners, Promoter and its men and agent(s) and respective estate and effects, fully indemnified and harmless against all or any of the said payments towards common expenses and observance and performance of the said covenants and conditions as also against all or any losses or damages that the Owner/Promoter may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions;
- r. **The Purchaser/s covenants that the Purchaser/s hereby agrees** and undertakes to be a member of the Association to be formed by the Owners and or Promoter and also from time to time to sign and accept the application for formation and registration of such Association including the bye-laws of such Association and fill in, sign and return the same to the Promoter. No objection shall be raised by the Purchaser/s if changes or modification are made in the bye-laws as may be required by the authorities and the Purchaser/s hereby declares his/her/its consent in that regard;
- s. **All costs, charges and expenses in connection with the formation of the Association** shall be borne by such Association or proportionately by the Purchaser/s and the purchasers of other Villa on plot and land underlying the said Villa(s) in the said property. The Owners/Promoter shall not be liable to contribute or pay any amount towards such expenses.

The proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid immediately on demand as determined by the Owners and or Promoter ;

t. **The Purchaser/s hereby further covenants:**

- a. To observe, perform and abide by all laws, bye-laws and regulations of the local Municipality, Panchayat, Government and local bodies and / or of any other authorities and also such rules and regulations for the use and enjoyment of the said Villa on plot and land underlying the said Villa(s)
- b. To attend, answer and be responsible for all deviations, violations or breach of any of the conditions or laws, bye-laws or rules and regulations;
- c. To observe, perform and comply with all the Rules and Regulations which the Association referred to in these presents may adopt at its inception in the course of formation and from time to time and at all times, for protection, maintenance, observance and confirmation to the UP RERA Act & rules and Authorities Bye-Laws and Regulations in force and for fully and properly vesting of the said Villa on plot and land underlying the said Villa and appurtenant land in the Association as the case may be for strict observance of the various stipulations and conditions of such Association in respect of the use and occupation of the Villa on plot and land underlying the said Villa(s) by the Co –Owners and Co purchasers thereof respectively
- d. To keep the said Villa on plot and land underlying the said Villa and its walls and partition walls, sewers, drains, pipes and appurtenances thereof in good tenantable condition at the cost of the Purchaser/s;

- e. To comply with and carry out (along with other purchasers of the other Villa on plot and land underlying the said Villa(s) in the said Project) from time to time all the requirements, requisitions, demands and repairs as may be and are required to be complied with by the Government or any other authority in respect of the said township Project and respective Villa on plot and land underlying the said Villa(s) at Purchaser's cost and to keep the Owner duly indemnified, secured and harmless against all costs and consequences and all damages arising on account of non compliance with the requirements, requisitions, demands and repairs;
- u. **The Purchaser/s hereby agrees to execute**, from time to time and at all times, all papers and to do all other things in such a way as to safe guard the interest of the Owner and or Promoter and its men and agents, directors, officials and of the other Purchaser/s of the other portions, Villa and land underlying the said Villa(s) in the said Project ;
- v. Upon the transfer of the said remainder of the said Project and the land to the Society or Association, this deed shall in all respect take effect as if it were entered into by the Purchaser/s with such Society or or Association and this deed shall henceforth be constructed in all respect as if such Society or Association had been named therein as the Owner;
- w. Upon transfer of the said common parts and portions in terms hereof to the Society or Association so long as all the holders of the Villa and land underlying the said Villa(s) and other portions of the said Project do agree to form a Society a declaration setting out particulars enumerated of the concerned

Act is not made signed, executed and considered and submitted to the competent authority within the meaning of the said Act and separate assessment in respect of Municipal/ Panchayat Taxes are not made under the said Act, the Municipal /Panchayat Tax and other outgoings, costs of maintenance and other expenses for upkeep of the said Project and all other impositions on the said Project, shall be considered as having been imposed or become payable by the Purchaser/s which shall be divisible amongst other co owners of the Villa and land underlying the said Villas within the said Project in proportion to the respective areas held by each of them. The Purchaser/s and the holders of other Villa and land underlying the said Villa(s) and portions shall pay proportionately the said entire taxes and impositions and expenses without any abatement or deduction for those portions of the Project land meant for common use and enjoyment. If the said Villa on plot and land underlying the said Villa shall be separately assessed under the said Act, then the respective Purchaser/s of the respective Villa and land underlying the said Villa and other portions shall bear and pay the same regularly. Any delay or indulgence by the Owners in enforcing the terms hereof or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Owners and or Promoter of any breach or non-compliance of any of the terms and conditions hereof by the Purchaser/s nor shall the same in any manner prejudice the rights of the Owners and or promoter or both jointly and or severally.

- x. The Purchaser/s shall not injure, harm or damage the common areas of the Project by making alterations or withdrawing any support or otherwise;
- y. The Purchaser/s shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas and or in any area forming part of the common parts and portions of

the Said Project of save and except at the places indicated, designated therefore;

- z. The Purchaser/s shall not carry or cause to be carried on any obnoxious or injurious activity in or through the Said Unit or the common areas of the Project;
- aa. The Purchaser/s shall not obstruct or object to the Owner's/Promoter' using, allowing others to use or transferring any part of the Said Project / Land save and except the Said Villa on plot and land underlying the said Villa
- bb. The Purchaser/s shall from time to time and at all times pay all the common expenses (proportionate share) and shall also observe and perform all the terms and conditions herein contained which are on the part of the Purchaser/s to be carried out, observed and / or performed punctually and regularly without any objection on any ground whatsoever;
- cc. The common areas facilities and amenities and the said Project shall always be remain undivided and the Purchaser shall not bring any suit for partition or division thereof;
- dd. To co-operate with the other co-purchasers and Owners and Promoter in the management and maintenance of the Project area ;
- ee. To observe the rules framed from time to time by the Owners and or Promoter at its discretion and (upon formation) by the Holding Organization or the management agency / Facility Manager, for quiet and peaceful enjoyment of the common portions of the said Project;
- ff. To pay charges for electricity in or relating to the said Project wholly and proportionately relating to the common parts;

- gg. Not to subdivide and sub-let and sub-demise the said Villa on plot and land underlying the said Villa and any portion thereof;
- hh. Not to do any act deed or thing or obstruct the demarcation process of other Villa and land underlying the said Villa(s) in any manner whatsoever notwithstanding any temporary obstruction in any manner with regard to adjacent others Villa and land underlying the said Villa(s);
- ii. Not to hang from and attach to the boundary wall or demarcated parapet any articles or machinery which are heavy or likely to affect or endanger or damage the other Villa and land underlying the said Villa(s) or any part thereof;
- jj. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Villa on plot and land underlying the said Villa or any part of the said Project or cause to increase premium thereof;
- kk. Not to make in the said Villa on plot and land underlying the said Villa any alteration on boundary wall or demarcated parapet etc. or improvement of a permanent nature except with the prior approval in writing of the Promoter.
- ll. Not to use the said Villa on plot and land underlying the said Villa or permit the same to be used for any purpose whatsoever other than residential purpose and shall not be used for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the owners and occupiers of the neighboring premises.
- mm. To abide by such rules and regulations as may be made applicable by the Owners and or Promoter before the formation of Holding Organization/Association and after the Holding Organization/Association is incorporated to comply with and / or

adhere to the building rules and regulations of such Holding Organization/Association as the case may be;

- nn. Not to park car on the pathway or open space of the Project or at any other place except the space designated within the said Villa on plot and the land underlying with the villa, for it. The Purchaser/s shall be liable to obey all rules and regulations pertaining to car park, as may be framed by the Promoter/FMC and or Owners Association after its formation.
- oo. Not to cause any obstruction or objection in the event the Owner/Promoter amalgamates or cause to be amalgamated with any adjacent Villa on Plot and land underlying the said Villas or contiguous land so as to bring the said property within the scheme of development relating to and / or concerning the right, facilities and privileges of use and enjoyment of the common areas, common services and / or common benefits;
- pp. Not to cause any obstruction or object for use of Common Road/Drive ways/Passages in the said Project for making use of the same by the other Allottee/s , purchasers, /Owner, for ingress & egress and also for getting access to the inhabitants of adjacent Villa on plot and land underlying the said Villas and also keep the same common for the other adjacent Villa on plot and land underlying the said Villas/developments also.
- qq. Until formation of such owners association of the Project upon its completion, the Common areas management will be under the control of the Promoter and or by the Facility Management companies **(FMC)** appointed and or formed by the Promoter at its sole discretion to manage and maintain and control the said Project and its common portion, areas and facilities and installed equipments thereof subject to payment of monthly maintenance charges to the Promoter/FMC as the case may be, by the said Villa on plot and land underlying the said Villa

purchaser, as may be determined by the Promoter/FMC for the time being at its discretion. The purchaser of the said Villa on plot and land underlying the said Villa herein consents to the same and undertakes to make payment as per demand raised by Promoter or by such FMC.

- rr. The Purchaser/s agrees that the Purchaser/s shall punctually pay within 7th day of every month the common expenses as described herein at such rates as may be decided, determined and apportioned by the Promoter/FMC to be payable from the date of possession to the Promoter as the case may be and upon formation and transfer of management of the said Project to the facility management company as the case may be such payments are required to be made without any abatement or demand;
- ss. The proportionate rate payable by the Purchaser/s for the common expenses shall be decided by the Promoter/FMC from time to time and the Purchaser/s shall be liable to pay all such expenses wholly if it relates to the Purchaser's unit only and proportionately for all other common space and as a whole. The statement of account of the apportionment of the charges as prepared by the Promoter/FMC shall be conclusive and final. The Purchaser/s shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration in terms of these presents, the employees of FMC, as the case may be such as Watchman, Security staff etc. shall be employed and / or absorbed in the employment of the said Owners Association with continuity of service and on the same terms and conditions of employment as with the FMC and the Purchaser/s shall not be entitled to raise any objection thereto and hereby consents to the same;
- tt. If the purchaser/s fails to pay the aforesaid expenses or part thereof, within time as aforesaid, the Purchaser/s shall, without prejudice to the Promoter's other rights hereby, be liable to pay interest at the rate of 18% per annum and further that if any dues remain unpaid for sixty

days, the Promoter/FMC or upon formation of Owners Association, shall be at liberty to disconnect and / or suspend all common services attached to the Purchaser's Villa on Plot and land underlying the said Villa such as water supply, electricity connection, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as re-connection charges;

- uu. Promoter will have the right to commercially exploit the boundary walls of the Township Project for advertising space or display without any hindrance or objection by the Villa on plot and land underlying the said Villa owners or association;

SCHEDULE F

PURCHASERS' SPECIFIC RIGHTS

The Purchasers shall have the following rights in respect of the said Villa on Plot and land underlying the said Villa:-

1. The Purchasers and all persons authorised by the Purchasers

(in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the Villa on Plot and land underlying the said Villa and other common areas;

2. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the said Villa on Plot and land underlying the said Villa through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the said Villa on Plot and land underlying the said Villa.
3. The right of entry and passage for agents or workmen to other parts of the said Project at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the said Villa on plot and land underlying the said Villa or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other Villa on plot and land underlying the said Villa owners and making good any damage caused.
4. The Purchasers acknowledges that the right of the Purchasers shall remain restricted to the Villa on plot and land underlying the said Villa and that the Purchasers shall have no right over and in respect of the other parts and portions of the Project excepting the right to use in common the Project Common Area.
5. The right of way in common as aforesaid into and all common passages, driveways, entrance at all times and for all purposes connected with the reasonable use and enjoyment of the said Villa on Plot and land underlying the said Villa comprised within the said Project **PROVIDED ALWAYS AND IT IS HEREBY DECLARED** that nothing herein contained shall permit the

Purchaser/s or any persons deriving title under the Purchaser/s and / or his / her servants, agents, employees, invitees and / or customers to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of other persons including the Owners/Promoter/FMC who are equally entitled to such right of way as aforesaid along with such common passage, driveways and entrance as aforesaid;

5. The right of protection of the said Villa on Plot and land underlying the said Villa by or from other parts of the other adjacent Villa and land underlying the said Villas and the said Project so far as they now protect the same;
6. The right of the Purchaser/s with or without workmen and necessary materials to enter upon consent from the Promoter, from time to time upon the other parts of the said Villa on Plot and land underlying the said Villa and for the purposes of re-building, repairing, replacing or cleaning so far as may be necessary with such pipes, drains, wires and conduits in so far as such re-building, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours prior notice in writing of the Purchaser's intention so to enter to the Owners/Promoter/FMC & and other Co purchasers as the case may be.

SCHEDULE G

PURCHASERS EASEMENTARY RIGHTS

1. The right of flow in common with the Purchaser/s and other person or persons as aforesaid of, electricity, water and soil or waste from and any part (other than the said Villa and land underlying the said Villa) to the other parts through pipes, drains, wires, conduits lying or being in under

through or over the said Villa and land underlying the said Villa and as may be reasonable necessary for the beneficial use, occupation and enjoyment of the other parts of the said Villa and land underlying the said Villa;

2. The right of protection of other part or parts of the said Villa on Plot and land underlying the said Villa by all parts of the said unit as far as the same normally protects;

MEMO OF CONSIDERATION BY THE OWNERS

The Owners confirms having received from the Purchaser/s a sum of **Rs.** _____
(**Rupees** _____) towards full and final payment of the Consideration for the Said Villa And Appurtenances described in **SCHEDULE B** above in the following manner:

Date	Bank Details	Cheque No.	Amount

 (_____)
Authorized Signatory
[Owners]

Witness:

1. _____

2. _____

IN WITNESSES WHEREOF the parties have hereunto executed these presents on the day month and year first above written;

SIGNED SEALED AND DELIVERED

by the **OWNERS** in the presence of:

1.

2.

Signature of the OWNERS

SIGNED SEALED AND DELIVERED

by the **PROMOTER** in the presence of:

1.

2.

Signature of the PROMOTER

SIGNED SEALED AND DELIVERED

by the **PURCHASER/S** in the presence of:

1.

2.

Signature of the PURCHASER/S

=====

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Dated this ____ Day of _____, 2020

BETWEEN

EMAMI REALTYLIMITED AND
ORS

...the Land Owners

AND

EMAMI REALTYLIMITED
...thePromoter

AND

1. _____

2. _____

...the

Purchasers

INDENTURE OF CONVEYANCE

S. Jalan & Company,

Solicitors & Advocates,

10/8, Sarvapriya Vihar,

Hauz Khas, New Delhi 16.