

CONVEYANCE DEED

This Conveyance Deed ("**Deed**") executed on this [•] day of [•], 2024 at [•], Uttar Pradesh:

BY AND BETWEEN

RAPID BUILDTECH PRIVATE LIMITED (CIN. No. U45400HR2007PTC036819) (PAN – [•]), a company incorporated under the provisions of the Companies Act, 1956, and validly existing under the provisions of the Companies Act, 2013, having its registered office at 9th Floor, Paras Down Town Centre, Sector Road, Sector-53, Gurgaon – Haryana – 122002, India, represented by its authorized signatory [•] (Aadhaar no. [•]) duly authorized vide board resolution dated [•] (hereinafter referred to as the "**Company**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its assigns);

AND

[Details of land owners to be incorporated] ([•]) (PAN – [•]), a company incorporated under the provisions of the Companies Act, 1956, and validly existing under the provisions of the Companies Act, 2013, having its registered office at [•], represented by its authorized signatory [•] (Aadhaar no. [•]) duly authorized vide board resolution dated [•] (hereinafter referred to as the "**Landowners**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its permitted assigns);

(The Company and the Landowners are hereinafter collectively referred to as the "**Vendors**")

IN FAVOUR OF

[If the Vendee(s) is an Individual]

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

[OR]

[If the Vendee(s) is a Partnership]

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

[OR]

[If the Vendee(s) is a company]

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

[OR]

[If the Vendee(s) is a HUF]

Mr.[•], (Aadhaar No. [•]) son of [•] aged about [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business / residence at [•], (PAN No. [•]) (hereinafter referred to as the

"Vendee(s)", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

The Vendors and Vendee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Deed, unless the context otherwise requires:-

- (i) "**Act**" mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) read with the Rules;
- (ii) "**Agreement**" shall have the meaning as ascribed to it Recital E;
- (iii) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority;
- (iv) "**Applicable Laws**" shall mean current applicable statutes, enactments, acts of legislature or Parliament laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, rule, judgment, notification, decree, consents, directions, directives, orders or regulations or other governmental or regulatory restriction or condition, or any similar form of decision of, or determination by, or interpretation of, having the force of law of any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Deed or thereafter;
- (v) "**Application**" shall mean the Application form bearing no. [•] dated [•], through which the Vendee(s) applied for allotment of the Plot in the Project on the terms and conditions contained therein;
- (vi) "**Association**" shall mean the association of the Vendee(s) in Project, by whatever name called, that may be formed by the Vendee(s) under the Applicable Laws;
- (vii) "**Common Areas**" shall mean such common areas, amenities, facilities, equipment and spaces in the Project and more particularly detailed in Schedule B attached hereto and as defined under the Act;
- (viii) "**Development Charges**" shall mean infrastructure development charges, as may be levied on the Project by appropriate Authority;
- (ix) "**Government**" means Government of Uttar Pradesh;
- (x) "**Governmental Authority**" shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Applicable Laws or any court, tribunal, arbitral or judicial body, or any stock exchange of India or any other country;
- (xi) "**Maintenance Agency**" means a company, firm, society, trust, association or such other persons as may be appointed by the Company or the Association who shall carry out the maintenance and upkeep of the Project and who shall be responsible for providing the maintenance services within the Project;
- (xii) "**Maintenance Charges**" means the periodic charges payable by the Vendee(s) to the Company/ Association/ Maintenance Agency/ competent authority, as the case may be, in advance for such period as may be decided by the Company/ Association/ Maintenance Agency/ competent authority, as the case may be. The same shall be paid by the Vendee(s) in accordance with the demands raised by the Company/ Association/ Maintenance Agency/ competent authority, as the case may be, for the maintenance and upkeep of the Project but does not include: (a) the charges for utilities on the Plot including but not limited to electricity, water, internet, gas etc.; and (b) any statutory payments, taxes, property taxes or levies with regard to the Plot/ Project. The details of Maintenance Charges and its mode of payment shall be more elaborately described in the maintenance agreement;

- (xiii) "**MDA**" shall mean Meerut Development Authority;
- (xiv) "**Plot**" shall mean and include the Plot bearing no. [•], Block no. [•], having an area of [•] Sq. Mtrs./ [•] Sq. Yards (approx.), in the Project, named as "[•]", situated in the revenue estate of Village Maliyana, Tehsil-Sadar, District-Meerut, Uttar Pradesh;
- (xv) "**Project**" shall have the meaning as ascribed to it in Recital B;
- (xvi) "**Said Land**" shall have the meaning as ascribed to it in the Recital A;
- (xvii) "**Rules**" means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time; and
- (xviii) "**Total Price**" shall have the meaning as ascribed to it in the Clause 1 given hereunder.

WHEREAS:

- A. The Landowners are the absolute and lawful owners of the land admeasuring [•] acres, situated in the revenue estate of Village Maliyana, Tehsil-Sadar, District-Meerut, Uttar Pradesh ("**Said Land**") vide sale deed(s) dated [•] registered in the office of Sub-registrar of Assurances in Book No. [•], Volume No. at pages [•] to [•] as document no. [•] dated [•];
- B. The Landowners have entered into the [•] agreement dated [•] with the Company appointing the Company as the developer/ development manager of the plotted housing colony project developed on the Said Land under the name and style of '[•]' ("**Project**");
- C. The Vendors have obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from the Meerut Development Authority ("**MDA**").
- D. The Vendors have registered the Project with the Uttar Pradesh Real Estate Regulatory Authority ("**Authority**") under the provisions of the Act on [•] under registration no. [•];
- E. The Vendee(s) had applied to the Vendors for the allotment of a residential plot in the Project vide the application form bearing no. [•] dated [•] and basis the terms and conditions as are more specifically detailed in the Agreement for Sale dated [•] bearing registration no. [•], in Book no. I, Volume no. [•], on pages [•] to [•], duly registered in the office of Sub-Registrar- [•] on [•] ("**Agreement**"), the Vendors have allotted the residential plot bearing no. [•], Block no. [•] area admeasuring [•] sq. mtrs. (approx.) ([•] sq. yds.), in the Project, situated in the revenue estate of Village Maliyana, Tehsil-Sadar, District-Meerut, Uttar Pradesh (hereinafter referred to as the "**Plot**") along with right to use the common areas (as detailed in Schedule B hereto) ("**Common Areas**") and car parking bearing no. [•]. The Plot is more particularly described in **Schedule A** hereto.
- F. The Vendee(s) has verified and the Vendors have allowed the Vendee(s) the inspection of the Said Land, layout plans, ownership records of the Said Land and other documents relating to the area, title, competency and all other relevant details and the Vendee(s) hereby acknowledges that the Vendors have readily provided all information and clarifications as required. The Vendee(s) has also not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Vendors or their authorized representatives. The Vendee(s) has relied solely on his/ her personal judgment in deciding to enter into this Agreement and to purchase the Plot (*as defined herein below*). Further, the Vendee(s) is fully satisfied in all respects with regard to the area, right, title, all other stated facts, interest and authority of the Vendors to sell the Plot, enter into this Deed;
- G. The Vendors are executing this Deed in favour of the Vendee(s) for absolute sale, transfer, conveyance, assignment, grant and delivery of the Plot for which the Vendee(s) has full knowledge of all applicable rules, regulations, notifications, bye laws, local laws etc.

NOW, THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in accordance with the terms of the Agreement and the terms and conditions contained in this Deed and in consideration of the Total Price amounting to Rs. [•] (Rupees [•] Only) ("**Total Price**") paid by the Vendee(s) and received by the Company, the [Vendors/ Company] doth hereby sell, convey, transfer, assign and grant the Plot along with right to use the Common Areas and car parking, by way of this Deed, from all encroachments, charges and liens, together with right to use of all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Plot.
2. The Total Price of the Plot includes recovery of price of land, development of the Project and the Common Areas of the Project as detailed in Schedule B, Development Charges, Taxes, cost of providing electric wiring, electrical connectivity, water line and plumbing to a specific point in the Project, fire detection and firefighting equipment in the Common Areas of the Project etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
3. The Vendee(s) confirm having paid the pro rata share of Development Charges or any other applicable taxes as part of the Total Price of the Plot as levied by the concerned Governmental Authority upto the date of execution of this Deed. In case the demand of Development Charges or any other applicable taxes is made by the concerned Governmental Authority, after the execution of this Deed, then in that event, the Vendee(s) shall pay the proportionate demand raised by the Company on the Vendee(s) which shall be paid by the Vendee(s) within the stipulated period as may be mentioned in the demand notice, failing which, the Vendee(s) shall be responsible and liable for all cost and consequences for such non-payment, including interest or penalty as demanded by the Governmental Authorities and other consequences for such non-payment and the Company shall be entitled to take all actions as is available to the Company as per the applicable laws. The Vendee(s) further confirm to indemnify the Vendors in this regard.
4. The Vendee(s) confirm and undertake to pay house-tax, property-tax, fire-fighting tax or any other fees, cess, charges or tax as freshly levied under applicable laws, as and when levied by any local body or authority and if the Plot is not assessed separately, then such taxes, fees or cess shall be paid by the Vendee(s) in proportion to the area of Plot to the area of all the plots in the Project. In cases wherein such taxes and charges are payable by the Company/ association of owners ("**Association**")/ Maintenance Agency, as the case may be, on behalf of the Vendee(s), then in such cases, the Vendee(s) shall be liable to reimburse the same to the Company/ Association/ Maintenance Agency, as the case may be, within [•] days from the date of notice issued by the Company/ Association/ Maintenance Agency, as the case may be, in this regard, failing which the Company/ Association/ Maintenance Agency, as the case may be, shall be entitled to the applicable interest as prescribed under the Act.
5. The Vendee(s) further agree that if the Plot or any other right being conveyed hereunder is not assessed separately for property tax from the other plots in the Project, then the Vendee(s) shall pay the same on proportionate basis as determined and demanded by the Association or the Company, as the case may be, which shall be final and binding on the Vendee(s). However, if the Plot is assessed separately from the other units in the Project, then in such cases, the Vendee(s) shall pay the property tax directly to the competent Governmental Authority on demand being raised by the competent Governmental Authority.
6. The Vendee(s) confirm that subject to the terms and conditions of this Deed, the Vendors have conveyed to the Vendee(s) only the following rights with regard to the Plot:
 - (i) The Vendee(s) shall have exclusive ownership of the Plot.
 - (ii) The Vendee(s) shall also have undivided proportionate share in the Common Areas of the Project as detailed in **Schedule B**. Since the share / interest of Vendee(s) in the Common Areas as detailed in **Schedule B** is undivided and cannot be divided or separated, the Vendee(s) shall use the Common Areas as detailed in **Schedule B** along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

That except the Plot hereby agreed to be sold to the Vendee(s), the Vendors shall not have any ownership right in any other part of the Project. The Vendee(s) shall have right to use the Common Areas and other common facilities and services within the Project harmoniously along with other plot owners, maintenance staff etc., without making any unauthorized constructions or encroachments; or causing any inconvenience, obstruction, or hindrance/annoyance of any nature; or causing noise

- pollution by use of loudspeakers or otherwise; or throwing or accumulating rubbish, dust, garbage or refuse anywhere, save and except at the areas specially earmarked for the said purpose, and such right to use shall be subject to timely payment of maintenance charges.
7. The Vendee(s) understand and acknowledge that the Plot shall be/[has been] handed over to the Vendee(s) on as-is where-is basis along with an electricity, water and sewerage connecting to a specific point in the Project. The electricity connection at the Plot shall be applied to [Paschimanchal Vidyut Vitran Nigam Limited/ Uttar Pradesh Power Corporation Limited]/ competent authority and installed by the Vendee(s) himself/ herself at his/ her own cost and shall not be the responsibility of the Vendors. Similarly, the responsibility and the cost of connecting water and sewerage connection to the main line shall also be borne and incurred by the Vendee(s) at his/ her/ its sole cost and expenses. The Plot whose boundary is adjacent to the outer boundary of the Project, the area covered by the boundary shall be inclusive in the area of the Plot. It is hereby clarified that the Vendee(s) shall apply to the Vendors/ electricity service provider, as the case may be, for provision of the electricity and pay the electricity connection charges ("ECC") in that regard, without any demur or cavil. From the date of execution of this Deed, the Vendee(s) shall not be entitled to raise any dispute, objection or contention whatsoever in this regard. It is further clarified that Vendee(s) cannot affix any cables/wires for electricity, satellite television, telephone/internet connection in the open air and shall follow the process and guidelines stipulated by the Vendors.
 8. The Vendee(s) hereby acknowledge and understand that the occupancy certificate for the Plot would be a pre-requisite to the application of any connections related to sewerage/ any other connection on the Plot, as may be directed by the competent authority. The Vendee(s) undertake not to make any sort of tapping, tempering or unauthorized connections to the services laid by the Vendors and connections would be made by the authorized/ nominated persons/ agencies appointed by the Vendors only, at the cost and expenses of the Vendee(s). In case, any unauthorized tapping/ tempering/ unauthorized connections are detected, the Vendee(s) shall be solely liable for payment of penalty as assessed solely by the Vendors.
 9. The Vendee(s) is aware that the common services such as sewerage, storm water drainage, water connection, power supply etc. are passing through or under the Plot and he/ she/ it has no objection to it.
 10. The Vendee(s) has relied on his/ her own judgment and investigation while purchasing the Plot. The Vendors hereby disclaim to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this Deed. The Vendee(s) hereby confirm and acknowledge that no oral or written representations or statements shall be considered to be part of this Deed and this Deed read with the Agreement are self-contained and complete in all respects;
 11. The Vendee(s) acknowledge and confirm that the Vendee(s) has read and understood the Act and the corresponding rules, regulations and the implications thereof in relation to the various provisions of this Deed and the Vendee(s) is in full agreement with the provisions of this Deed in relation to the Act and the corresponding rules, regulations and shall comply and shall be bound by the provisions of the Act and the corresponding rules, regulations as and when applicable and from time to time or any statutory amendments or modifications thereof or the provisions of any other law(s).
 12. The Vendee(s) undertake to join/ has joined the Association and paid fees, charges thereof and completed such documentation and formalities as may be deemed necessary by the Association for this purpose.
 13. The Vendee(s) agree and acknowledge that all the undertakings and affidavits filed by the Vendors for grant of the various approvals for the Project shall be binding on both the Vendee(s) and the Association, as applicable. Also, the conditions stipulated in various approvals including but not limited to those granted by MDA, Environmental Bodies, Fire Department etc. have been disclosed to the Vendee(s) and shall be complied and adhered to by the Vendee(s) and Association at all times.
 14. The Vendee(s) agree and accept that Association after receiving the Common Areas of the Project, be liable and responsible for applying, or obtaining the renewals of statutory approvals which are required for the Project in future and shall fully adhere to all the commitments/ obligations under the statutory

approvals granted for the Project. The Association without any reference to the Vendors shall be entitled to approach the concerned Governmental Authority for any such renewals. Any failure in this regard shall be the sole responsibility and liability of the Association without any reference to the Vendors.

15. The Vendee(s) specifically recognizes that the Plot purchased by him/ her is situated in a Project. The Vendee(s) is also aware that the Project shall require the maintenance and unless the Project is not provided the maintenance and the maintenance agreement is not executed thereof between the Vendee(s) and the Maintenance Agency / Company/ Association / competent authority, as the case may be, the full utility of the Project cannot be availed by the Vendee(s). It is for these, amongst other reasons, that the Vendee(s) has agreed to execute the maintenance agreement on the specific understanding that the right to use the Common Areas and car parking shall be subject to payment of maintenance charges, all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc., by him/ her, amongst other charges, as determined by the Maintenance Agency and agreed by the Vendee(s) in the maintenance agreement. The Vendors, for the purposes of carrying out such maintenance for the Project, may employ/ hire a Maintenance Agency appointed for the said purposes. The Vendee(s) shall enter into a separate maintenance agreement with the Maintenance Agency, which shall clearly specify the scope, terms and conditions for provisions of the maintenance of the Project. The Vendee(s) agree to unconditionally comply with provisions of the maintenance agreement that may be entered into by him/ her with the Maintenance Agency and further comply with all rules, regulations, directions etc. framed by the Maintenance Agency.
16. The Vendee(s) understand that the deposit of the interest free maintenance deposit ("**IFMSD**") is to ensure the timely payment of total maintenance charges. The Vendee(s) undertake to always keep deposited IFMSD with the Maintenance Agency / Association. In case of failure of the Vendee(s) to pay the maintenance charges or any other charges on or before the due date, the Vendee(s) shall not have the right to avail the maintenance services and the Association / Maintenance Agency shall have the right to adjust, in the first instance, the interest accrued on the IFMSD against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Vendee(s) confirm that the Association / Maintenance Agency shall adjust the principal amount of the IFMSD against such defaults. If due to such adjustment in the principal amount, the IFMSD falls short, then the Vendee(s) hereby undertake to make good the resultant shortfall within 15 (fifteen) days from the date of demand by the Company/ Association / Maintenance Agency.

In the event of such shortfall, the Association or its nominee(s) shall have the right to withhold such maintenance services, as may be provided by the Association. The Association and its nominee(s) reserves the right to increase the IFMSD from time to time keeping in view, the increase in the cost of maintenance services and the defaults of the Vendee(s) in payment of maintenance charges. The Vendee(s) undertake to pay such increases within 15 (fifteen) days of demand by the Association. The decision of the Association for increasing of IFMSD shall be final and binding on the Vendee(s). Over and above the IFMSD, the Vendee(s) has also deposited with the Vendor, the Sinking Fund, which shall be used for replacement/ repair of fixed assets.

17. The Vendee(s) hereby confirms and agrees to pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other outgoings as may be demanded or called upon by the Company or the Maintenance Agency or the Association, including but not limited to the following charges: -
- (i) **Maintenance Charges:** These charges relate to maintenance and upkeep of Common Areas, and for general security and watch within the said Project;
 - (ii) **Electricity Charges:** The Vendee(s) shall pay the charges for the consumed electricity as per the meter reading, installed for the Plot;
 - (iii) **Connection Charges:** The Vendee(s) shall pay the charges for connection of electricity, water, sewerage or connection/installation of any other facility to the Plot;
 - (iv) **Other Charges:** The Vendee(s) shall pay all other charges, in terms of the Agreement/ maintenance agreement and /or as becomes applicable from time to time; and
 - (v) The Vendee(s) shall, in addition to the above charges also pay for all taxes, levies, impositions and outgoings that may from time to time be levied against the Project.

18. The Vendee(s) confirms and acknowledges that the maintenance charges and the maintenance services are more elaborately described in the maintenance agreement.
19. The Vendee(s) confirms that he/ she/ it shall, prior to alienating/ re-selling the Plot to any other person, obtain NOC/ No Objection from the Company or its nominated Maintenance Agency or the Association (as the case may be) and clear his/ her/ its entire dues or outstanding including towards maintenance charges or utility charges, etc.; failing which, it shall be deemed that the new Vendee(s) / intending purchaser is aware of the outstanding dues and has stepped into the shoes of the Vendee(s) and shall be liable to clear all the previous outstanding dues, interests, etc. from his/ her/ its own pocket. The Vendee(s) shall incorporate such similar terms and conditions of this Deed in subsequent sale deed and so on.
20. The Vendee(s) agrees and confirms that the Vendors have completed and discharged all their obligations as detailed under the Agreement and this Deed and the Vendee(s) shall have no claim on any account whatsoever against the Vendors under/or in respect of the Plot/Agreement/ Deed.
21. It is agreed that in case any structural defect in the Plot, if any applicable, or any other structural defect in workmanship, quality or provision of services or any other obligations of the Vendors as per the Agreement relating to the Plot is brought to the notice of the Vendors within a period of 5 (five) years by the Vendee(s) from the date of handing over possession of the Plot or the date of obligation of the Vendors to give possession of the Plot to the Vendee(s), whichever is earlier, it shall be the duty of the Vendors to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendors failure to rectify such defects within such time, the aggrieved Vendee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
22. The Vendee(s) confirms to be solely responsible to raise construction over the Plot after the execution of this Deed without any recourse from the Vendors, of any nature whatsoever. The Vendee(s) shall abide by all applicable laws, Bye Laws, rules and regulations of the Association, municipal authorities, and/or local bodies, statutory authorities, while being in ownership, possession and use of the Plot and shall be responsible for all deviations, violations, or breach of any of the conditions with respect to the construction to be undertaken by the Vendee(s).
23. The Vendee(s) shall take prior permission from the Company/ Maintenance Agency / Association/ competent authority; and submit its proposal to develop the Plot along with the copies of sanctioned building plans of the Plot approved by the competent authority. The Vendee(s) hereby undertakes to fulfill all the conditions imposed by the Company/ Maintenance Agency /Association/competent authority in this regard.
24. The Vendee(s) confirms and undertakes 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 Project, or the Plot, Common Areas in the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its walls, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition.
25. The Vendee(s) further represents, warrants, covenants and undertakes:
 - (i) that upon taking over physical possession of the Plot, the Vendee(s) shall undertake the construction activity at the Plot only after obtaining all requisite permissions, approvals, etc. as may be required at his own costs and expenses. The Vendee(s) understands and acknowledges that in the zoning plan and/ or layout plan of the Project, approved by the MDA, there are restrictions/ stipulations, including but not limited to the number of floors, built-up area, height, setbacks, timelines for completion, etc. in relation to construction development on the Plot.
 - (ii) that the Vendee(s) shall deploy his/ her own employees/ resources in construction/ development of the building on the Plot;
 - (iii) that the Vendee(s) shall ensure that the construction/ development on the Plot are performed according to the terms and conditions of the sanctioned building plans and the applicable laws;
 - (iv) that the Vendee(s) shall ensure that (i) all the environment protection standards required at the

construction site under the guidelines issued by National Green Tribunal are maintained; (ii) no pollution is caused in the vicinity; and (iii) no convenience is caused to any occupant of the Project, due to the construction activity over the Plot. The Vendee(s) shall keep the Vendors indemnified for any loss, loss of life, damage, penalty, cost imposed over the Vendors due to any negligent act of the Vendee(s)/ his/ her/ its contractors/ agents/ employees/ resources during the construction/ development on the Plot;

- (v) that the Vendee(s) shall ensure that all precautions and safety methods are deployed at the construction site over the Plot;
- (vi) that the Vendee(s) shall strictly observe all health, safety, environment policies, rules and instructions while undertaking the construction works on the Plot, as directed by any Governmental Authority/ Company / Maintenance Agency / Association etc.;
- (vii) that the Vendee(s) has seen all documents/papers available with the Vendors in relation to the Project, including but not limited to the title documents, approvals, plans/sanction obtained from the competent authority and this Deed has been executed by the Vendee(s) after being fully satisfied about the rights, title and interest possessed by the Vendors over the Project. The Vendee(s) is completely aware of and has understood all limitations/obligations/ restrictions (if any) of the Vendors in respect thereof and confirm that he shall neither investigate the same further nor raise any objection whatsoever in this respect;
- (viii) that the Vendee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Plot. However, the Vendee(s) may affix name plates / name boards only at the designated areas of the building on the Plot which may be constructed by the Vendee(s) in future of such sizes as may be previously approved in writing by the Company or the Association, as the case may be;
- (ix) that the Vendee(s) shall not put up any signage depicting commercial activity on the Plot or house constructed thereat and maintain the aesthetics of the locality, nor shall cover or block common areas around the Plot. The Vendee(s) shall abide by all rules, regulations, directives, guidelines formed by the Society, local Authority, Vendors or the nominated Maintenance Agency for that purpose;
- (x) that the Vendee(s) hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the applicable laws as may be in force and/or come into force in future in respect of the Project;
- (xi) that the Vendee(s) shall have no right to make any pollution (including noise, air or water) by use of loudspeaker or otherwise and/ or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere in the Project.
- (xii) that his/ her visitors or tenants (or anyone claiming under him/ her) shall not deface walls, smoke, litter or spit in the Common Areas of the Project. It is agreed by the Vendee(s) that the Company/ Association/ Maintenance Agency have the absolute and unrestricted authority to make rules to enhance the quality of living standard of the Vendee(s) and in the event of violation of such rules/ instructions the Company/ Association/ Maintenance Agency may impose fine or other impediments as the Company/ Association/ Maintenance Agency deems fit.
- (xiii) that the internal security of the Plot, shall be the sole responsibility of the Vendee(s). The Vendee(s) shall be responsible to ensure the safety and security in the Project and shall ensure to take necessary steps to prevent entry of unauthorized person/s into the Project, including the Common Areas of the Project, and to give an effective hand to the Company/ Association/ Maintenance Agency to deal with unlawful entrants, loiterers, peddlers, etc.
- (xiv) that the Vendee(s) shall, from time to time, sign all applications, papers, documents, maintenance agreement, service agreement and all other relevant papers, as required, and do all the acts, deeds and things as the Company/ Association/ Maintenance Agency may require for safeguarding the interests of the Vendors and other plot owners in the Project or required in any compliance of any statutory provisions existing in present or which may come in force in future.

26. The Vendee(s) further agrees and undertakes to make an interest free deposit of an amount of Rs. [•] (Rupees [•] Only) ("**Construction Security Deposit**") with the Vendors or Maintenance Agency, to secure its performance and compliance of all applicable laws, rules, regulations for carrying out construction on the Plot.
27. The Vendee(s) further agrees and undertakes to abide by the applicable laws, rules, and regulations with respect to the construction over the Plot and be liable for all liabilities, penalties, fines, levies, etc. in this regard. The Vendee(s) shall keep the Vendors indemnified in this regard. In the event, there is any non-compliance of any of the applicable laws, rules, regulations with respect to construction over the Plot, then the Vendors shall at all times have the right to forfeit/ deduct amounts from the Construction Security Deposit.
28. Subject to the due compliance by the Vendee(s) of all the applicable laws, rules, regulations, any term of the Agreement and this Deed, the Vendors will refund the Construction Security Deposit subject to any deduction, forfeiture within 90 (ninety) days of submission of copy of the indemnity bond to the Vendor.
29. The Vendee(s) undertakes to indemnify and keep the Vendor, other occupants and Maintenance Agency and its officers / employees fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages. liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by the Vendor, other occupants and/or the Maintenance Agency as consequence of breach of any of the terms and condition of this Deed as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Vendee(s) or on the part of his personnel and/or representatives. If any damage is caused to the adjoining plot, Common Areas or to the Project on account of any act, negligence or default on part of the Vendee(s) or his/ her/ its agents, servants, guests, or invitees, the Vendee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Company or the Association or the Maintenance Agency or the competent authority, as the case may be.
30. The Vendee(s) is strictly prohibited from making any alterations or modifications in the Plot or outside the Plot to the structure or the services and systems laid out in the Project including any changes that would lead to disruption of services laid out in the Project or under the Plot for the use by one or more Vendee(s) in the Project.
31. The Vendee(s) undertakes and agrees not to use the Plot for any purpose other than residential or in a manner that is prohibited, irregular or that may cause nuisance or annoyance to other owners in the Project or for any commercial or illegal or immoral purpose. The Vendee(s) shall indemnify the Vendors, Association or its nominee against any penal action, damages or loss due to misuse by the Vendee(s).
32. The Vendee(s) agrees that the Plot shall not be partitioned, joined, consolidated, sub-divided, fragmented, or amalgamated in any manner as this will be a clear breach of the conditions contained in the zoning plan/ lay out plan approved by the MDA or any other competent authority.
33. The Vendee(s) covenants to the Vendors to pay from time to time all amounts which the Vendee(s) is liable to pay and observe and perform all his covenants, conditions and obligations under this Deed. The Vendee(s) agrees to keep the Vendors and its employees, agents and representatives, estate and effects, indemnified and harmless against all costs, losses, expenses, injuries, or damages that the Vendors may suffer as a result of non-observance or non-performance of the covenants and conditions as set out in the Agreement/ Deed.
34. The Vendee(s) confirms having borne and paid all expenses for the completion of this Deed, including cost of stamp duty, registration and other incidental charges. This Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at Rs. [•]/-(Rupees [•] only) in terms of the Indian Stamp Act, 1899 (applicable to the state of Uttar Pradesh). In case if any deficiency is payable on the same due to change or interpretation of applicable laws, notifications, orders, etc., as may be determined by the Sub-Registrar/ concerned authority, along with consequent penalties/deficiencies as

- may be levied in respect of the Plot conveyed by this Deed shall be borne by the Vendee(s) exclusively and the Vendors accept no responsibility in this regard.
35. The Vendee(s) acknowledges that if any clause of this Deed shall be determined to be void or unenforceable under any Applicable Law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this Deed shall remain valid and enforceable in law.
 36. The obligations undertaken by the Vendee(s) under this Deed shall run with the Plot irrespective of the owner of the Plot for the time being and such obligations and terms shall survive the conveyance/ sale/ transfer of the Plot and be binding on the subsequent transferee, successors in interest and any Person claiming through the Vendee(s). The Vendee(s) shall be bound to disclose these conditions (including the conditions and restriction to transfer) in any document executed by the Vendee(s) in future and he/ she/ it shall in turn bind the transferees, successors in interest and/ or any Person claiming under him/ her/ it in the future and no owner shall, for the time being of the Plot shall be entitled to put up the defense of non-disclosure of, or lack of knowledge in this regard at any time.
 37. The Vendors have made it expressly clear to the Vendee(s) that the rights of the Vendors in the Plot conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the MDA and/or any other statutory authority(ies). The Vendee(s) shall observe all terms and conditions of this Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the approvals granted by the MDA and shall also abide by the applicable laws.
 38. The Vendee(s) confirms and acknowledges that the Vendee(s) shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rules including provisions of the Act, regulation or direction by the competent Governmental Authority; and that the Vendee(s) shall indemnify the Vendors for any demands, proceedings, damages, suits, actions, judgments, orders, costs, losses, liability, penalty, claims and expenses (including legal expenses), and/ or charges that it may incur or suffer in that behalf.
 39. The Vendee(s) has understood that his/ her rights with regard to the Plot are limited to those mentioned in the Deed, and the Vendee(s) has not contracted with the Vendors for any other right of any nature whatsoever.
 40. It is hereby acknowledged and agreed by the Vendee(s) that in the event the Vendee(s) avails any financial assistance from any bank, financial institution or a company with whom a tripartite agreement has been separately executed for financing the Plot, or where the Vendors have given their permission to mortgage the Plot to any bank, financial institution or company for extending the loan to the Vendee(s) against the Plot, the Vendors shall not be responsible towards any other third party, who has made payments or remittances to the Vendors on behalf of the Vendee(s) and any such third party shall not have any right against the Plot or the Vendors whatsoever. The Vendors shall issue the payment receipts only in favour of the Vendee(s). Notwithstanding the above, the Vendee(s) is and shall remain solely and absolutely responsible for ensuring and making all the payments/ Total Price in terms of this Deed.
 41. The Vendee(s) has agreed and acknowledged that, the Project is in accordance with the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010, and the rules and regulations of the MDA.
 42. The Vendee(s) has understood that the Vendors shall have the absolute right, without requiring any approval or consent of the Vendee(s) to make any alterations, additions, improvements or repairs, ordinarily or extraordinarily in relation to any unsold plots in the Project and the Vendee(s) agrees not to raise any objection or make claims on this account from the Vendor. The Vendors undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the layout plan and specifications has been approved by the Governmental Authorities and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority or any areas earmarked for any future development or other lands and legally acquired additional FAR, ground coverage and density etc., or as provided in the Act and this Deed. However, pursuant to any notification/ amendment in the Policy, that may be applicable to the Project, the Vendors shall be

entitled to undertake additional construction, the Vendee(s) hereby provides its consent to such additional construction without any further recourse to the Vendee(s).

43. The Vendee(s) confirms that wherever in this Deed, it is stipulated that the Vendee(s) has to make payment in common with the other plot owners in the Project, the same shall be in proportion with the area of the Plot to the area of all the plots in the Project.
44. That all the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the Laws of India. The Courts, Tribunals, Quasi-Judicial Authorities at Meerut and Uttar Pradesh alone shall have jurisdiction.

[This space has been left blank intentionally.]

IN WITNESSES WHEREOF, the Parties have executed this Deed on the place, day, month and year first above written in the presence of the following witnesses

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Landowners:

Signature (Authorised Signatory) _____
Name _____
Address _____

Company:

Signature (Authorised Signatory) _____
Name _____
Address _____

Vendee(s): (including joint Vendee(s))

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE A

Description of the Plot

Plot bearing no. [•], Block no. [•], having an area of [•] Sq. Mtrs./ [•] Sq. Yards (approx.), in the Project, named as "[•]", situated in the revenue estate of Village Maliyana, Tehsil-Sadar, District-Meerut, Uttar Pradesh.

SCHEDULE B

COMMON AREAS, AMENITIES AND FACILITIES OF THE PROJECT

[AZB Comment: Client to confirm the same]

- (i) The internal roads, pathways, driveways and common entrances and exits to the Project;
- (ii) Installations of central services such as electricity, water and sanitation, system for water conservation and renewable energy, sewage treatment plant, solid waste management and disposal systems;
- (iii) The water tanks of the Project if any, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (iv) All other portions of the Project necessary or convenient for its maintenance, safety, etc., and in common use.
- (v) The parks, play areas and landscape features in the Project;
- (vi) electrical / plumbing / shafts and service ledges; and
- (vii) Watchman's cabin(s) at entry and exits of the Project.