

DEED OF CONVEYANCE

This DEED OF CONVEYANCE made this ____ day of ____, 2025 at Moradabad.

Executed by

Lohia Developers (India) Private Limited (CIN No. U45403UP1995PTC017376), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Lakri Fazalpur, Delhi Road, Moradabad, Uttar Pradesh, and its Corporate Office at IIIrd Floor, Centrum Mall Building, Kh. No. 370, Sultanpur, MG Road, New Delhi-110030 (PAN AAACL5169Q), represented by its authorized signatory Mr./Ms. _____ (Aadhar No. ____, PAN No. ____), authorized vide board resolution dated ____, hereinafter referred to as the "VENDOR/PROMOTER" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the said Promoter, its successors-in-interest, and permitted assigns).

[AND]

—

hereinafter called the "PURCHASER/NOMINEE/ALLOTTEE" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Purchaser and his/her heirs, executors, administrators, successors-in-interest, and permitted assigns).

RECITALS

- I. By virtue of several sale deeds registered on various dates the particulars whereof are morefully described in Part-I of the First Schedule hereunder written Lohia Developers (India) Pvt Ltd referred to as the Promoter became absolutely seized and possessed of and or otherwise well and sufficiently entitled to feel simple in possession of all those parcel of land containing by admeasurement a total area 39778.98 Square meters be the same little more or less situated at Village Pakbada, Tehsil & District Moradabad, Uttar Pradesh hereinafter referred to as the "Said entire Land" free from all encumbrances of whatsoever

- II. Lohia Developers (India) Pvt. Ltd being the Vendor/Promotor herein has duly mutated its name as an absolute owner of the said Entire land in the Land Revenue records of the Land Revenue Department and the nature of the said entire land has also been converted from "Agricultural" to "Non-agricultural" by the appropriate authority.

- III. In pursuance of the said common Master Plan the Vendor/Promoter herein has commenced development of RESIDENTIAL PROJECT in the said entire land shall offer plots, Residential development/Row housing/Plotted housing.
- IV. In pursuance of the said Master Plan the Vendor/Promoter has commenced construction of the said Residential Project known as **LOHIA ONE** hereinafter referred to as the said Residential Project comprising of Units and Plots in accordance with the said Master Plan approved and sanctioned by the appropriate authorities of Moradabad Development Authority and other concerned authorities.
- V. The Vendor/Promoter has registered the said Residential Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) Act with the Real Estate Regulatory Authority at Lucknow on _____ under registration No. UPRERA_____.
- VI. By virtue of the aforesaid the Vendor/Promoter has utilized the said entire land to construct Units/row housing and to develop plots.
- VII. In view of what is stated hereinabove the Purchaser has approached the Vendor for purchasing all that piece and parcel of land containing by and measurement an area _____ Sq. mtr. together with **Unit No.:** _____ comprising/containing by and measurement a total carpet area of _____ Sq.ft. and built up area of _____ Sq.ft. be the same a little more or less builtup thereon together with right of user over the internal common passage and pathways leading to the same situate lying at Opposite sector 6, Pakbada, New Mordabad, District Moradabad Uttar Pradesh. hereinafter collectively referred to as the “said Unit” and the Vendor has agreed to sell the same at or for a consideration of a sum of **Rs.** _____/- (Rupees _____ only) subject to however terms and conditions as stated herein.
- VIII. The Vendor/Promoter has provided all necessary title deeds and other papers concerning the said Residential Project to the Purchaser herein and the Purchaser hereby confirms to have examined the said sanctioned plan and the title deeds of the Vendor/Promoter and has satisfied himself/herself/themselves/ itself in respect of the said residential Project together with specifications of the said Units in the said residential Project and shall not be entitled to raise any query or objection thereto.
- IX. In view of what is stated hereinabove, by Agreement to Sell registered on _____, the Vendor/Promoter has agreed to sell and the Purchaser has agreed to purchase all that piece and parcel of land containing by admeasurement an area of _____ Sq.mtr. together with **Unit No.** _____ comprising/containing by and measurement a total carpet area of _____ Sq.ft. and built :up area of _____ Sq.ft. be the same a little more or less built-up thereon together with right of user over the internal common passage and pathways leading to the same situate lying at Village - Pakbada , Tehsil & District - Mordabad hereinafter collectively referred to as the “said Unit” and more fully described in the Second Schedule

hereunder written together with right to use common areas and amenities attached therewith at or for a total consideration of Rs. _____--/- (Rupees _____ only) free from all encumbrances and charges subject to however the covenants, restrictions, stipulations, obligations terms and conditions as stated in the said Agreement to Sell.

- X. Prior to the execution of this Deed of Conveyance the Purchaser has already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said entire land including divided and demarcated portion of an area as mentioned in the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials used and measurements, dimension and designs and drawings and boundaries of the said Residential Project.
- XI. The Purchaser has paid the amounts as stated herein and thereafter the Purchaser herein has approached and requested the Vendor/Promoter hereinafter referred to as the Vendor to execute and register the Deed of Conveyance in respect of the said Unit morefully described in the Second Schedule stated hereunder and to hand over to possession of the said Unit subject to however covenants, stipulations restrictions and terms and conditions as stated hereunder.
- XII. At the time of taking possession of the said Unit the Purchaser is fully satisfied with regard to the area, dimensions, quality of construction and workmanship with respect to the said construction of the said Unit and has no complaint grievances whatsoever with regard to the same.
- XIII. It is recorded that the covenants, stipulations and restrictions set out hereunder and in the Schedules hereto shall be binding upon the Purchaser herein and upon each Co-Purchaser of their respective Units and the Vendor shall impose the same covenants stipulations and restrictions upon the future Purchaser upon every future sale by them of their respective Units in the said Residential Project to the intent that any Purchaser for the time being of any Unit may be able to enforce the observance and performance of the said covenants, stipulations, restrictions, terms and conditions for the time being of the other Units therein.
- XIV. In view of what is stated hereinabove this Deed of Conveyance is being executed by the Vendor as stated hereunder:

DEFINITIONS :

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

- 1.1 ARCHITECT means the person for the time being appointed to act as architect both in relation to the said Residential Project and for the purposes of this Deed.

- 1.2 BUILT-UP AREA shall mean the inner measurements of the Unit including the verandahs, balconies and projections, as increased by the thickness of the walls but does not include the common areas shared with other Units.
- 1.3 CARPET AREAS shall mean the net usable floor area of the Unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
- 1.4 COMMON AREAS shall mean and include those common areas of the said land morefully described in the Second Schedule stated hereunder as well as Residential Project that are not allotted to a particular Purchaser but are available for the purposes of intended common use by all the Purchasers, Occupiers and Visitors as specified in Part-I and Part II of the Fifth Schedule hereunder written.
- 1.5 COMMON AMENITIES AND FACILITIES shall mean and include those facilities provided by the Vendor as specified in Part I and Part-II of the Fifth Schedule hereunder written and are available for common use by all the Purchasers, Occupiers and Visitors subject to however reservation and restrictions as shall be imposed by the Vendor.
- 1.6 COMMON EXPENSES shall mean the actual and estimated expenses to be incurred by or on behalf of the Unit holders including reasonable reserves as may be found to be necessary and appropriate for the maintenance and upkeep of the common areas and facilities of the said Residential Project wherein the said Unit have been built up and those specified under the Sixth Schedule hereto.
- 1.7 COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said Residential Project in particular dealing with the matters of common interest of the Unit holders and relating to their mutual rights and obligations for the most beneficial use of their respective Units/units exclusively.
- 1.8 CONDUITS shall include all conduits, watercourses, gutters, drains, sewers, pipes, cables wires, laser optical fibres and aerials transmission systems now or within or to be laid or constructed over on or within the said sub-divided land and/or the Entire land.
- 1.9 Unit shall mean an area of plot of land containing different types and sizes together with constructed areas of the Unit and other constructed areas on a divided and demarcated portion of the said entire land morefully described in Part-II of the First Schedule stated

hereunder, together with right to use the common areas, facilities and amenities provided by the Vendor herein.

- 1.10 MANAGEMENT AGENCY shall mean the maintenance agency appointed by the Vendor and or Association for carrying out the management, administration and maintenance and upkeep of the common areas and amenities and facilities of the said Residential Project and the said Management Agency shall be responsible for the maintenance and enforcement of the covenants attached and run with the said Unit and other Units of the said Residential Project and the Purchaser shall pay the proportionate costs charges and expenses as maintenance charges together with management fees thereof as may be applicable.
- 1.11 PLAN shall mean the said common master plan and other plans, drawings, specifications sanctioned and approved by the appropriate authorities of the Moradabad Development Authority for construction of the said Residential Project on the said divided and demarcated land and other part or parts of the said entire land and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Vendor.
- 1.12 PROPORTIONATE OR PROPORTIONATELY shall mean the proportionate charges in proportion of the size of each Unit standing at the said land morefully described in Part-II of the First Schedule stated hereunder as well as other common areas of the said Residential Project as may be determined by the architect and/or Vendor/Association/Management Agency as the case may be as envisaged herein.
- 1.13 PURCHASER shall mean -
- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
 - ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
 - iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives;
 - iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
 - v) in case of a company its successors and/or successors-in-office and/or interest;

1.14 RIGHT OF MANAGEMENT shall always remain vested with the Vendor and/or its assigns.

1.15 RESIDENTIAL PROJECT shall mean presently all the UNITS & Plots together with all common facilities and amenities provided by the Vendor and reference to Residential Project shall include plots/row houses and Units or any part of Units built up therein as the case may be.

1.16 SAID UNIT shall mean all that the Unit more fully described in the Second Schedule hereunder written.

1.17 THE SERVICES are whenever the Vendor acting reasonably regards it as necessary to manage, supervise, maintain upkeep, decorate, repair, replace or renew any of the common areas and Retained Parts as may be deemed fit and proper by the Vendor.

1.18 TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the divided and demarcated areas of land out of the Entire Land, the said Units and Residential building in the said residential Project as may be applicable.

1.19 UNIT OWNER OR ALLOTTEE shall mean a person or persons who have for the time being agreed to acquire or have acquired any Unit or Units situated in the said Residential Project but shall not include a tenant or licensee of such Unit Holder.

1.20 VENDOR / PROMOTER shall mean the said Lohia Developers (India) Pvt. Ltd. and its successors and/or successors-in-office and/or interest.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs. _____/- (Rupees _____ only) of lawful money of the Republic of India in hand well and truly paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge to have received and doth hereby acquit release and discharge the said Unit and every part thereof as also the Purchaser) the Vendor doth hereby sell grant convey transfer by way of sale assign and assure unto the Purchaser ALL THAT piece and parcel of land containing by admeasurement an area of _____ Sq.mtr. together with **Unit No.:** _____, comprising of ground plus first floor

containing by admeasurement a total carpet area of _____ Sq.ft. and built up area of _____ Sq.ft. be the same a little more or less built up thereon together with right of user over the internal common passage and pathways leading to the same situate lying at Opposite sector 6, Pakbada , New Moradabad, District - Mordabad, Uttar Pradesh. hereinafter collectively referred to as the "said Unit" and more fully described in the Second Schedule hereunder written and delineated in the Plan hereto attached together with right to use common areas and amenities as stated herein TOGETHER WITH the right in common with the owners and occupiers for the time being of other Units and all others having like right to use for the purpose of ingress and egress from the said Unit entrance and using for all purposes in common with the Vendor and the persons deriving title from the Vendor together with full and free liberty with or without car, carriages, to pass and repass over and along any of the passage leading to and from the said Unit but excepting and reserving the easements and rights as specified in the Third Schedule hereinafter written and the said Unit is transferred subject to and with the benefit of such easements as specified and morefully set out in the Fourth Schedule stated hereunder TOGETHER WITH all rights liberties privileges easements advantages and appurtenances whatsoever thereunto belonging or held or occupied or reputed as part or member thereof or appurtenant therewith AND ALL the estate right title and interest claim and demand whatsoever of the Vendor into upon or in respect of the said piece and parcel of land and every part thereof AND ALL deed pattahs writings muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the Vendor or any person or persons from whom they may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser absolutely and forever subject to the obligation of the Purchaser proportionately contributing and paying for common expenses, the rates and taxes and levies etc. and for maintaining the common parts, paths and pathways, repairing roads and ways and renewing common facilities as fully described in the Sixth Schedule hereunder written subject to rights excepted and reserved, covenants, restrictions, stipulations, terms and conditions on the part of the purchaser to be observed and performed with regard to the mode of user of the said Unit imposed on the Purchaser as obligations intended to be binding in perpetuity on the said Unit hereby conveyed and all future owners thereof provided that the maintenance, repair and/or up keep of all the common areas and facilities as fully described in the Fifth Schedule hereunder written shall be carried out on payment of proportionate charges and common expenses morefully described in the Sixth Schedule hereunder written by the Purchaser until formation of an association of all the Unit/Unit owners and/or a maintenance Agency and subject to the covenants, restrictions, stipulations, terms and conditions as stated in the Seventh Schedule hereunder written and as envisaged herein.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

- a) THAT the Vendor has good right full power and absolute authority to grant convey transfer by way of sale assign and assure the said Unit hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid ;

- b) AND THAT the Purchaser shall and may at all times hereafter peacefully and quietly enter upon occupy or possess and enjoy the same and receive the rents issues and profits thereof and every part thereof without any suit lawful eviction or interruption claim and demand whatsoever from or by the Vendor or any person or persons having or claiming or to claim from under or in Trust from the Vendor or any of its predecessors-in-title ;
- c) The Vendor hereby confirms to have delivered peaceful and vacant possession of the said Unit to the Purchaser before the execution of these presents;

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:-

- i) To pay proportionate maintenance charges including management fees applicable to the said Unit and to co-operate with the Vendor, Association and Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities of the Residential Project;
- ii) To observe the rules or regulations as may be framed from time to time by the Vendor, Association and/or Maintenance Agency in respect of the said Residential Project;
- iii) To allow the authorized representatives of the Vendor, Association and/or Maintenance Agency with or without workmen to enter into the said Unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other Unit.
- iv) To pay the charges of the electricity and other utilities in or relating to the said Unit wholly for the Said Unit and proportionately in relating to the common expenses;
- v) The Purchaser shall have the right in common with the Vendor and other Unit holders of the said Residential Project to pass and repass with and without vehicles over and along those parts of the common parts comprising the roads, drives and forecourts at the said divided and demarcated land.
- vi) The Purchaser shall have the right to use the garden and grounds of the said divided and demarcated areas of land subject to such regulations as may be prescribed from time to time.

- vii) The Purchaser shall pay to the suppliers all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the said Unit including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.
- viii) The Purchaser must exercise all works and maintain all arrangements on or in respect of the said Unit that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority regardless of whether such requirements are imposed on the Vendor, occupier or any other person.
- ix) The Purchaser shall be liable for:
 - i) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said Unit and applicable to the said land divided and demarcated land or entire land;
 - ii) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the conveyance;
 - iii) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;
 - iv) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Deed ;
- x) The right of the Purchaser shall remain restricted to the Said Unit and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts of the said Residential Project and/or the said entire land.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- i) The Purchaser shall not be entitled to use any car parking space at the said land unless specifically allotted under this agreement.
- ii) The Purchaser shall have no right to carryout construction in any manner on the roof of the Unit without the approval of map from the appropriate authority, any of the open spaces, open car parking spaces etc. at the said Residential Project and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and

possession of the Vendor and the Vendor shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to the aforesaid right of the Vendor.

- iii) At or before the date of possession, the Purchaser shall deposit with the Vendor necessary amount being the estimated share of the common expenses and rates and taxes as may be decided by the Vendor and such security deposits shall be refundable/adjustable in nature. The maintenance deposit amount shall be utilised or applied by the association for the purpose of discharging the obligation of the Purchaser to make payment of the proportionate share of maintenance charges, rates and taxes and other outgoings and in the event of such deposit being less than the required amount of proportionate maintenance charges and other outgoings the Purchaser shall make payment of the balance amount forthwith.
- iv) The Vendor has framed a scheme for maintenance and management of common areas and common amenities and facilities of the said Residential Project and overall management and control of the common areas together with amenities and facilities in the said residential Project shall remain vested in the Maintenance Agency to be appointed by the Vendor and or Association and all decisions with respect to the management and control shall be binding on all the Purchasers of the said Residential Project.
- v) The Vendor and/or Association will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorata maintenance charges etc. together with management fee thereof from the Unit holders in the said Residential Project. Such maintenance Agency shall be accountable to the Vendor and/or Association and for the aforesaid purpose, each of the Purchasers shall be obliged to execute a separate agreement for the membership of the club and with Maintenance Agency or Vendor and/or Association as the case may be.
- vi) After the Vendor appoints the said management company and/or Association all the rights and obligations of the Vendor with regard to the common purposes shall be exercised by the said management company and/or Association and the Vendor shall be freed and discharged from all the obligation in respect thereof.
- vii) The Purchaser shall bear and pay the proportionate costs charges and expenses of the said Residential Project together with management fees thereof to the Vendor and/or Maintenance Agency and/or Association.

- viii) The Vendor and/or Maintenance Agency and/or Association shall keep all books of account and other records of the Residential Project in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said Residential Project.
- ix) The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said Residential Project.
- x) It is agreed that if in case of any structural defect, or any other defect in workmanship, quality, or provision of service, or any other obligation of the Promoter/Vendor as per the Agreement for Sale related to the development is brought to the notice of the Promoter within a period of five (5) years by the Purchaser from the date of handing over possession or the date of the Promoter's obligation to give possession to the Purchaser, whichever is earlier, it shall be the duty of the Promoter/Vendor to rectify such defect without further charge within thirty (30)days. In the event of the Promoter's failure to rectify such defect within the stipulated time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner provided under the Act.

THE FIRST SCHEDULE ABOVE REFERRED TO

Part-I

The Promoter is the absolute and lawful owner of land bearing khasra nos 560, 561, 562, 609, 610, 612, and 613 and as per approved plan total area of plot 39778.98 sq m

The promotor has purchased the Said Entire land through various sale deeds, which are more precisely described below (the "Sale Deeds").

Sr. No.	Details of Sale Deed	Khasra no.
1	Sale Deed dated 11/11/2020, duly registered in office of Sub-Registrar Sadar-II, Moradabad Vide Book No. 1 Volume No.12967, Page No. 301 to 314 as Document No.8073. Sale Deed dated 17/09/2021, duly registered in office of Sub-Registrar Sadar-II, Moradabad Vide Book No. 1 Volume No.13453, Page No. 365 to 378 as Document No.9473.	560
2	Sale Deed dated 07/10/2005, duly registered in office of Sub-Registrar-II, Moradabad VideBook No. 1 Volume No.4937, Page No. 85 to 126 as Document No.4531.	561 & 562
3	Sale Deed dated 26/08/2006, duly registered in office of Sub-Registrar-II, Moradabad VideBook No. 1 Volume No.5169, Page No. 13 to 38 as Document No.3972.	609

4.	Sale Deed dated 22/05/2006, duly registered in office of Sub-Registrar-II Moradabad VideBook No. 1 Volume No.5099, Page No. 209 to 230 as Document No.2539.	1/3 rd part of 610, 612 AA, 612 BA
5.	Sale Deed dated 22/05/2006, duly registered in office of Sub-Registrar-II Moradabad VideBook No. 1 Volume No.5099, Page No. 231 to 252 as Document No.2540.	1/3 rd part of 610, 612 AA, 612 BA
6.	Sale Deed dated 22/05/2006, duly registered in office of Sub-Registrar-II, Moradabad VideBook No. 1 Volume No.5099, Page No. 253 to 274 as Document No.2541.	1/3 rd part of 610, 612 AA, 612 BA
7.	Sale Deed dated 06/11/2007, duly registered in office of Sub-Registrar-II, Moradabad VideBook No. 1 Volume No.5564, Page No. 243 to 272 as Document No.6660.	613

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Said Unit)

ALL THAT piece and parcel of land containing by admeasurement an area of _____ Sq.mtr. together with **Unit No.:** _____ containing by admeasurement a total carpet area of _____ Sq.ft. and built up area of _____ Sq.ft. be the same a little more or less builtup thereon together with right of user over the internal common passage and pathways leading to the same situate lying at opposite sector 6, Pakbada, New Moradabad, District - Moradabad, Uttar Pradesh. and together with right to use of the common areas of the said residential Project attributable thereof; The Said Unit is bounded as follows:

On the East by:

On the West by:

On the North by:

On the South by:

THE THIRD SCHEDULE ABOVE REFERRED TO :

(RIGHTS AND EASEMENTS EXCEPTED AND RESERVED)

- a) The right in common with the Owners and occupiers for the time being of the other Units and all others having the like right to use for the Purposes of access to and egress from the said Unit and such of the passages therein together with the right of laying and constructing and for the purpose of maintaining, repairing, renewing and cleansing any such channels, drains, pipes, conduits, underground cables serving the said Unit and other Units and the said Residential Project.

- b) The right with or without workmen and necessary materials to enter from time to time upon the said Unit for laying pipes drains wires and conduits as aforesaid and for the purpose of repairing including inspection if necessary thereof.
- c) Such right of access to and entry upon the Unit by the Vendor as is necessary for the proper performance of the obligations relating to the other Units.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(RIGHTS AND EASEMENTS ATTACHED)

- a) The Purchaser shall be entitled to all privileges and rights including right of vertical and lateral supports easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the said Unit.
- b) The Purchaser and his Servants, Agents, Employees and invitees shall have the right of access in common with the Owners and occupiers for the time being of the other Units at all times and for necessary purposes connected with the use and enjoyment of their respective Units and common parts with vehicles over and along the drive way and/or pathways for entry into the said Unit provided always and it is hereby declared that nothing herein contained shall permit the Purchaser and/or his servants, agents and employees to obstruct in any way by vehicles, deposit of materials rubbish or otherwise free passage of other persons properly entitled to such rights of way as aforesaid.
- c) The Purchaser shall have the right of protection of the said Unit so far as may be necessary including right of support both vertical as well as lateral and right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said Unit through pipes, drains, wires and conduits being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation of the said Unit.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

PART - I

COMMON FACILITIES PROVIDED BY THE VENDOR / PROMOTER

- 1. Path ways
- 2. Road Side Lighting
- 3. Gardens and other beautifications.
- 4. Parks, Trees and other plantation.
- 5. Children Parks.

6. Drainage system, Rain Water Drainage in the Residential Project.
7. Water supply
8. Supply of Electric Connection up to the Units through transformers, electrical Sub-stations and Distribution Cables as the case may be.
9. Tele-communication Cabling and other facilities.
10. Suitable place for Garbage clearing and removal.
11. Provision for Sheltering Watch and ward, Security Personnels.
12. Other common facilities as may be necessary for common use and welfare of the common occupiers of the said Residential Project.

ADDITIONAL AMENITIES AND FACILITIES

Part - II

1. The Vendor shall provide following additional amenities and facilities in the said Residential Project :-
 - a) Sewage Treatment Plant;
 - b) Rain Water Harvesting;
 - c) Electronic Surveillance System;
 - d) Adequate Power Back-up;

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. All the common areas of the said Residential Project shall remain under the management of the Vendor until the same are entrusted to the maintenance Agency and or Association for the purpose of proper maintenance and up keep of the same.
2. All the Purchasers of Units and other constructed areas of the Residential Project shall be bound to comply with all the rules and regulations thereof.
3. All the common benefits, amenities and utilities to be provided by the Vendor shall be maintained by the Vendor until the same are entrusted to the managing agency for the purpose of carrying out the maintenance of the said Residential Project.

4. The Undivided proportionate indivisible variable interest in the common areas and facilities to the respective Units shall not be separated or separately conveyed and such undivided proportionate interest shall be deemed to be conveyed or encumbered with its respective Units and other constructed areas of the Residential Project.
5. It is declared that these restrictions are necessary to preserve the rights of the Purchaser in the operation and management of the Common areas.
6. The Purchaser will be entitled to use common amenities and utilities as aforesaid on payment of regular proportionate monthly charges fixed by the Vendor failing which the Vendor/maintenance agency shall have right to stop the Purchaser from utilising the same.
7. Purchaser shall contribute proportionate amount of all costs charges and expenses for cleaning maintaining, repairing and reinstating all kinds of common services driveways, passage, paths, electrical, telecommunication lines, gas connection, and any other amenities used in common with any other occupiers.
8. The Purchaser shall pay all existing future rates and taxes assessments and outgoings of whatsoever nature imposed or charged upon the said Unit and proportionate charges for common areas appertaining thereto.
9. The Purchaser shall not be exempted from liability for contribution to the common expenses by waiver of the use of the common areas and facilities or by the abandonment of any of them by the Purchaser.
10. If the Purchaser commits default in payment of the proportionate maintenance charges or any portion thereof, he will be liable to pay interest at the rate of 12% per annum until the same is paid provided however this will not entitle the Purchaser to commit any breach in respect thereof.
11. All unpaid dues for the proportionate share of the common expenses chargeable to any Units shall constitute a lien on such Unit prior to all other liens. The Units owner shall be required to pay proportionate Maintenance and service charges.
12. The Purchaser shall deposit required funds by way of part of maintenance charges towards maintenance and up keep of common facilities and/or for specified purpose as may be fixed by the Vendor.
13. Each Purchaser shall be liable for all unpaid proportionate dues and/or share of the common expenses.
14. If the Purchaser commits any default in performing and observing the covenants, restriction, stipulations under these presents, the Vendor shall be entitled to stop the Purchaser in utilising the common benefits and utilities.
15. The Purchaser shall pay a fair proportion of the cost of clearing, repairing, reinstating any drains and sewers forming part of the said entire land and/or sub-divided land and Residential Project.
16. The Vendor and Maintenance Agency shall provide suitable facilities for disposing of refuse, compacting it or removing it from the said entire land and/or sub-divided land and Residential Project and the Purchaser shall be liable to pay the necessary proportionate charge in respect thereof.
18. The Purchaser shall pay the proportionate expenses for :

- i) Supplying maintaining, servicing, and keeping, in good condition and if appropriate renewing and replacing all fixtures, fittings, furnishings equipment or any other thing which may be considered desirable for performing the services or for the appearance or upkeep of the said entire land and/or sub-divided land and Residential Project.
- ii) Erecting, providing maintaining renewing and replacing notice boards and other signs in the said Residential Project.
- iii) Discharging the reasonable or proper cost of any service for better and more efficient management and use of the said entire land and/or sub-divided land and for the comfort and convenience of the occupants.
- iv) The purchase, maintenance, renewal and insurance as may from time to time consider necessary, for the carrying out of the acts and things mentioned in this schedule.
- v) All such other expenses and outgoings as are deemed by the Vendor/maintenance Agency/Association to be necessary for and incidental thereto.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

RESTRICTIONS

- 1. Not to sub-divide the Said Unit and/or any portion thereof;
- 2. Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Unit or in the compound or in any portion of the Unit or in any part of the said Residential Project or in the Common parts save at the places indicated therefor;
- 3. Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Unit or in the common areas and not to block any common areas of the Residential Project in any manner and must comply with the requirements and recommendations of the fire authority and the management agency as to fire precautions to be taken relating to the said Residential Project;
- 4. Must not cause an escape of gas from any gas pipe or appliance in the said Unit, or neglect any escape of gas where an escape of gas is suspected the Purchaser must ensure that the pipe or appliance as the case may be is examined promptly and repair or replacement is undertaken immediately;
- 5. To maintain repair the intruder and fire alarm and ancillary equipment installed at the said Unit therein;
- 6. Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the Unit or damage the outer walls of any Unit;
- 7. Not to fix or install air-conditioner/s in the Said Unit save and except at the place/s which have been specified in the Said Unit for the same;

8. Not to do or cause anything to be done in or around, the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or any other portion of the Said Unit or any part thereof or the fittings and fixtures affixed thereto ;
9. Not to permit closing of the verandah or balconies or deck area and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Unit and to maintain the same as per sanctioned plan;
10. Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Vendor and/or its Architect;
11. Not to make in the Said Unit any structural additions and/or alterations such as beams, columns, partitions, walls etc. or any further constructions or improvements of a permanent nature in deviation of the sanction plan except with the prior approval in writing of the Vendor and any concerned authority subject however to compliance of the sanctioned plan;
12. Not to fix or install any commercial antenna/tower on the roof of the said Unit.
13. Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Residential Project and the neighbouring Unit.
14. Not to use the said Unit for any illegal or immoral purposes or any commercial purposes or for any manufacturing or industrial activity.
15. Not to obstruct any entrances, accessways, roads or foot paths within the said residential Project in any way whatsoever or erect any structure thereat or hinder or interfere with the use of them by the co-purchasers of the residential Project who are lawfully entitled to use the same;
16. Not to park or allow its car to be parked or stand any vehicle, including any bicycle, scooter, perambulator or similar vehicle in the pathway approaches or in the open spaces of any Unit excepting an areas reserved for parking or at any other place at the said Residential Project;
17. Not to leave or caused to be left any furniture, cycle, perambulator, toy box, parcel, bottle or other thing nor any refuse or rubbish in any entrance passage or other common part of the said Unit, nor shall the Purchaser throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the said Unit;
18. Not to allow any person or child to loiter or play in or about any entrance, passage clubroom, swimming pool or any other common parts of the residential Project save and except the places specified for playing;
19. To use only those common areas as are stated in this deed, for ingress and egress to the Said Unit, in common with the other occupiers of the Residential Project and the

Purchaser shall have no right on any other portion and/or space the said Residential Project;

20. Not to use any part of the said entire land or sub-divided land as any access way to or from the adjoining Entire land or permit or suffer anyone expressly or impliedly;
21. Not to construct or create any gateway or any similar opening affording access from any part of the said entire land to any part of the sub-divided land;
22. At all times to clean and maintain the said Unit in all respects to a high class residential standard so that the said Unit does not detract in any way from the overall standard of cleaning and maintenance of other Units;
23. Not to paint, varnish, clad or otherwise decorate the exterior surfaces of the said Unit including the common passage for ingress and egress to the said Unit and the existing colour scheme and surface texture of the exterior surface must be maintained;
24. Not to put or affix any sign- board, glow sign, or other things or other similar articles in any of the common areas of the Said Unit and/or Residential Project save at the place and in the manner expressly permitted in writing by the Vendor/Management Agency;
25. Not to cut down, lop or top any of the timber or other trees, shrubs or bushes growing on the said entire land or any part or parts of sub-divided land or permit or suffer any person under his control to do so. The Purchaser must preserve the trees, shrubberies, hedges and underwood on the said entire land from damage or injury, by cattle or otherwise and preserve through the maintenance Agency and/or Association all existing trees and shrubs planted on certain portions of sub-divided land and/or the said entire land;
26. Not to place any show board, name bill, poster, placard, advertisement, drawing or notice of any description on any external part of the said Unit or on any of the windows, place any article in a window sill that is visible from outside;
27. Not to erect any notice board or sign on any part of the said sub-divided land or the entire land and must not display any advertisement or offer or hoarding or structure thereon;
28. Not to obstruct or object to the Vendor doing or permitting any one to do any construction, alteration or work in the Said Unit or Residential Project and/or any area of the said entire land and the Purchaser hereby consents to the same;
29. Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Units;
30. Not to obstruct damage or render in operative any conduits such as drain, sewer, pipe, spout or conduit used for the passage of water or soil in common with the owners of the other units;
31. Not to do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common areas parts and common amenities of the said residential Project be in any way prejudicially affected or vitiated ;

32. Not to do anything on the said entire land or permit or suffer anything to be done that would hinder or interfere in any way with the development of the said Entire Land;
33. The Purchaser shall not to raise objection and/or obstruct the occupiers in the Units and/or building staying on time share plan.
34. The Purchaser hereby covenants with the Vendor that the Purchaser shall not:-
 - a) do anything that may or will terminate, obstruct, diminish, restrict, interrupt, interfere with or in any way impede or prejudice the free flow of water through the water pipe within the boundaries of the said entire land and/or the retained land;
 - b) do anything detrimental to the quality of water passing through the water pipes within the said entire land and/or the retained land and use the water supplied for any purpose other than normal domestic use;
 - c) waste water and take adequate steps to protect all pipes within the said Unit as well as in the common paths and passages against any form of leakage and keep the same in good repair and condition and watertight and as often as necessary renew or replace it either wholly or partially;
35. The Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area of the said Unit (save those reserved unto the Vendor) along with the other Unit holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Vendor or the other Unit holders;
36. To regularly and punctually pay and discharge to the Vendor and/or Maintenance Agency or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the Said Unit and also proportionately for the common areas and/or portions as described under the Fourth Schedule and the common expenses as described in the Fifth Schedule hereunder written in advance within the 15th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;
37. The proportionate rate and/or amount payable by the Purchaser for the common expenses which shall include Management fees shall be decided by the Vendor and/or Maintenance Agency and/or the Association from time to time and the Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Vendor and/or Maintenance Agency and/or Association shall be conclusive final and binding and the Purchaser shall not be entitled to dispute or question the same;
38. So long as each Unit in the said Residential Project is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes

assessed on the entirety of the said Residential Project and such proportion to be determined by the Vendor on the basis of the area of the said Unit;

39. After taking delivery of the Said Unit and registration of this Deed of Conveyance, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
40. In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Vendor and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Vendor and/or Maintenance Agency and/or Association as the case may be for all such amounts falling due together with interest;
41. In case the Vendor and/or Maintenance Agency condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Vendor and/or Maintenance Agency and also interest at the rate of 12% percent per year for the period of default on all amounts remaining unpaid together with reconnection charges;
42. Each Unit is separately designated and legally described as free hold estate consisting of the pieces and parcels of land appertaining to each Unit.
43. Not more than one Unit, shall be erected on the demarcated portion of the land intended to be sold and the said one Unit shall be erected on the specified area at the sole cost of the Purchaser according to sanctioned plan and the Purchaser shall not deviate the same. At all material times the Purchaser shall continue to maintain uniformity of the existing plan of the said Unit and other Units without any deviation whatsoever.
44. The Purchaser shall at all times and for all usual and reasonable purposes allow to pass and repass with or without motor and other vehicles from and to the Unit over and along all passages and footways constructed on the said residential Project and such right shall be restricted to a right to pass and repass on foot only over such parts of the passages and footways as are not intended for vehicle traffic.
45. The Purchaser shall at all time in the future maintain the fences on all the sides of the Unit within the boundaries and the Purchaser shall not be entitled to carry out any construction whether internal or external in the said Unit without obtaining necessary permissions as required by law.
46. The said Unit shall be maintained in decent and proper habitable condition by the Purchaser at its own costs and expenses.
47. The Purchaser shall use the said Unit in such a way which will not prejudice or adversely effect the right of adjoining Purchasers of other Unit nor shall be in consistent with the object use and occupation of the said Unit.

48. The Purchaser shall perform and observe all covenants, restrictions and stipulations contained in any planning scheme affecting the said Unit.
49. Each Purchaser shall automatically, be a member of an association of owners of Units, other constructed areas of the residential Project and shall be entitled to remain a member of the association on paying usual membership fees and proportionate monthly charges in respect thereof.
50. Each Purchaser shall comply with the rules and regulations, byelaws, decisions, and resolutions of the association and the regulatory rules and regulation as amended from time to time and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive reliefs.
51. The Purchaser shall have the right to enter into and upon the said passages for the purpose of connecting any existing or future drains or sewers which serve the Vendor's remaining land or any part thereof to any existing or future drains or sewers which may hereafter be constructed to serve the Units together with the right to allow any drain or sewers under the said passages and to construct extend or modify any new or existing manholes as may be necessary for the purpose of making the said connection and/or to make any new connection in respect thereof provided the Purchaser makes good the surface without unnecessary delay at the sole expense of the Purchaser.
52. The Purchaser shall have full and free right to the passages for running of water, soil, electricity and gas etc through sewers, wires and pipes and/or for purposes of maintaining repairing renewing and cleaning the same which may be required to serve the said Unit provided the road surface is made good at the sole expenses of the Purchaser without unnecessary delay.
53. Not to erect upon the said Unit any building of any nature whether temporary or permanent except such one message or dwelling house as stated hereinabove.
54. No caravan, stall on wheels shall be placed or allowed to remain on the Unit.
55. The Purchaser or its agents servants or employees shall not climb over the walls, gates or railings of the garden or leave the gate of the said Unit open.
56. The Purchaser or its agents servants or employees shall not climb, damage, pull down, or destroy any of the trees shrubs, or plants, or pick the flowers in the common garden, or break, deface, or damage any of the seats or any other property belonging to the common garden, or wilfully cut up or damage the surface of the gravel walls or lawn, or trample on or injure the beds, or place or leave any obstruction on the walls or elsewhere.
57. The common areas and facilities shall remain undivided and no Owner shall bring any action for partition in respect thereof.
58. No structures or other materials shall be placed or permitted to remain on the common areas that may damage or interfere with the installation and maintenance or

common utilities or that may damage or interfere with or change the direction of flow of drainage facilities in the common easements.

59. The project shall always be known as “LOHIA ONE,” and this name shall not be changed and/or remove by anyone, including the Allottee and/or their leases/occupants/transferees/assignees/association, etc. However, the name of the project may be changed at the sole discretion of the Promoter, and the Allottee shall not raise any objection or hindrance regarding the same. It is further agreed by the Allottee that the association of the brand name “LOHIA ONE” (in its registered logo form) or a combination of words with the prefix “LOHIA ONE” and the project shall at all times be subject to the sole control of Lohia Developers (India) Private Limited or as per the terms of the agreement between the Allottee and the Developer.
60. It is agreed and accepted by the Purchaser that the brand name shall always be used in its registered form, including its colour combination, design, and appearance, and shall not be altered under any circumstances unless Lohia Developers (India) Private Limited provides written consent regarding any change to the logo/brand name.
61. The brand name will be associated with the project, including the project land. However, it shall be at the sole discretion of Lohia Developers (India) Private Limited to associate its name/brand name with the association (which will be formed later) on such terms and conditions as deemed fit by Lohia Developers (India) Private Limited.
62. It is further agreed that the association of the brand name shall not, under any circumstances, be construed as a license or other interest granted to any person in the brand name. All intellectual property rights in and arising out of or concerned with the brand name and its ownership shall at all times vest exclusively in Lohia Developers (India) Private Limited. The Purchaser further agrees not to use the brand name and/or any intellectual property associated with it in any manner or for any purpose except as permitted by Lohia Developers (India) Private Limited.
63. The Purchaser shall use the Unit only for residential purposes for which it is allotted and in a manner that does not cause nuisance or annoyance to other occupants of the Units. The use of the Unit shall not contravene public policy, nor shall it be for any unlawful, illegal, or immoral purposes.
64. The Purchaser agrees to indemnify the Promoter/ Vendor against any penal action, liability, damage, loss, claim, or demand arising due to misuse of the Unit. The Purchaser shall be solely liable and responsible for such misuse, without recourse to the Promoter/ Vendor.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. _____/- (Rupees _____ only) being the full consideration money as per the memo below:

Sl.No.	Mode of Payment	Instrument No.	Instrument Date	Bank Name	Amount Rs.
Total Consideration					_____/-

SIGNED SEALED AND DELIVERED
by the VENDOR at Mordabad
In the presence of:-

SIGNED SEALED AND DELIVERED
by the PURCHASER at Mordabad
In the presence of:-