

## CONVEYANCE DEED

This CONVEYANCE DEED (hereinafter referred to as '**this Deed**') is executed on \_\_\_\_\_ day of \_\_\_\_\_, 2022 at Ghaziabad, Uttar Pradesh.

### **BY AND BETWEEN:**

**Vaikuntam Buildcon Private Limited** (CIN No. U45309UP2020PTC136370), a company incorporated under the Companies Act, 2013 having its registered office at Survey no. 920, Near A.K. Children Academy, Morti, Ghaziabad, Uttar Pradesh-201001, India, hereinafter referred to as the "SELLER" (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 assignees).

### **AND**

Mr. Pankaj Tyagi, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh- 201003, Mr. Aditya Tyagi, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh-201003 and Mr. Alok Tyagi an Indian inhabitant residing at E-7/ 10A Vasant Vihar, New Delhi-110057, Delhi, (Collectively referred to as the "**Land Owners**"/ "**Confirming Party**").

### **AND**

Mr./ Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Seller, Confirming Parties and Purchaser shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Seller has acquired the absolute and lawful right to develop and sell or dispose Plot/ Villa on the scheduled land namely (land parcel of around 3,307 sq. meter bearing Khasra No. 1313 and land parcel of around 3,470 sq. meter bearing Khasra No. 1312 situated at Noor Nagar, Ghaziabad, Uttar Pradesh-201003) (hereinafter referred to as **Said Land**) by virtue of Collaboration Agreement dated 22.11.2020 entered into between the Promoter and the Land Owners at Ghaziabad;
- B. The Said Land is earmarked for the purpose of building a residential project, comprising of **42 Plots/ 41 Villas** and the said project shall be known as ‘**Vilassa**’ (hereinafter referred to as “**the Project**”);
- C. The following Occupancy Certificate in respect of Vilassa has been issued by the Ghaziabad Development Authority for the Project vide reference No. \_\_\_\_\_ dated \_\_\_\_\_.
- D. The Seller has registered the Project under the provisions of Rera Act and Uttar Pradesh Rules & Regulations on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- E. Vide the Booking Form dated \_\_\_\_\_, the Purchaser booked the Apartment/ Villa, bearing Apartment/ Villa no. \_\_\_\_\_ having an approximate Carpet Area of \_\_\_\_\_ square meter (i.e., \_\_\_\_\_ square feet approximately) measuring Super Area \_\_\_\_\_ square meters (i.e., \_\_\_\_\_ square feet approximately), in the \_\_\_\_\_ Apartment/ Villa fully described in Schedule- I attached herewith and shown in Apartment/ Villa plan attached herewith as Schedule- II

(hereinafter referred to as the “said Villa”) and thereafter entered into a binding Agreement for Sale dated \_\_\_\_\_ for the said Villa.

- F. The Purchaser, being fully satisfied with the rights and title of the Promoter in respect of the Said Land and the Project, has agreed to purchase on the terms and conditions set out in this Deed.
- G. The Seller has clarified and the Purchaser has clearly understood that the sanctioned layout plan of the Project depicting the various areas for residential, other structures and facilities & amenities and their earmarked uses may be modified in accordance with the approvals received/ to be received from Ghaziabad Development Authority (GDA) and other competent authorities, at any stage, as per applicable laws. Such changes shall be binding on both the Parties. It is clarified, the scope of this Deed is confined and limited only to the sale of the Apartment/ Villa to be constructed on a portion of the Said Land.
- H. The Purchaser has inspected the ownership/title record of the Said Land, license, building plans, various approvals, consents and permissions including but not limited to all environmental clearances etc., granted by the competent authorities and all other information, clarifications, specifications of the Apartment/Villa/ Project etc., sought by him with regard to all the above and all documents relating to the competency and rights of Seller to develop and construct the Project on the Said Land and all other relevant details. The Purchaser acknowledges and confirms that the Purchaser is fully satisfied with the title and competency of the Seller to execute this Deed. The Purchaser has relied on his/its own judgment and investigations in purchasing the said Apartment/Villa. The Seller hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this Deed and no oral or written representations or statements of the Seller shall be considered to be part of this Deed.
- I. The Purchaser has confirmed to the Seller that it has the requisite

permissions and approvals from the competent authority for purchasing the said Apartment/Villa and is purchasing the said Apartment/Villa with full knowledge of all rules, laws, regulations, notifications etc., applicable to the said Villa and Project in general and the said Apartment/Villa in particular and the terms and conditions contained in this Deed, the Agreement for Sale and the Maintenance Agreement that the Purchaser has clearly understood its rights, duties, responsibilities and obligations there under.

- J. The Seller relying on the confirmations, representation and assurances of the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Deed, the Agreement for Sale and the Maintenance Agreement have agreed to execute this Deed and sell the said Apartment/Villa to the Purchaser subject to and on the terms and conditions set out in the said Agreement for Sale and terms appearing hereinafter.

**NOW THIS SALE DEED WITNESSETH AS HEREUNDER:**

1. In pursuance of the said Agreement for Sale and in consideration of a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (“Total Price”) (including but not limited to sale price, taxes, charges and deposits) (specific details of payment made are set out in Schedule III attached herewith), the receipt whereof the Seller hereby acknowledges and admits, the Seller hereby grants, transfers and conveys unto the Purchaser the said Apartment/Villa [i.e., Apartment/Villa bearing Apartment/Villa no. \_\_\_\_\_ having an Carpet Area of \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet), located on the \_\_\_\_\_ floor of the said Building], free from all encumbrances, charges, lien, lis-pendens, subject to the restrictions, covenants, exceptions and conditions mentioned in this Deed.
2. The Confirming Parties hereby convey all rights, title, interest in respect of the land underneath the said Villa to the Purchaser. The Confirming

Parties hereby give no objection to this deed and confirm that neither they nor their heir will ever raise any objection with respect to this deed.

3. The Purchaser confirms and acknowledges having taken over/received actual, physical and vacant possession of the said Apartment/Villa. Before taking over possession of the said Apartment/Villa, the Purchaser has physically inspected and verified the said Apartment/Villa and fully satisfied himself about the construction, various installations in the said Apartment/Villa such as construction work, electrification work, fittings and fixtures, water and sewage connection, if any, etc. and all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and provided therein and the Purchaser confirms that it has no complaint or claims against the same. The Purchaser further confirms that it shall not raise any objections or make any claims against the Seller in future in respect of items of works or allege any of it not to have been carried out or completed for any reason whatsoever, including any delay in handing over possession of the said Apartment/Villa and such claims or objection, if any, shall be deemed to have been waived by the Purchaser.
4. The Purchaser shall have the common right of ingress, egress and use of the Common Areas and facilities in the manner and to the extent as would be absolutely essential for beneficial enjoyment of the Apartment/Villa subject to timely payment of maintenance charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned herein. The Purchaser has confirmed and agreed that he will not raise any objection in any manner in this regard. The Common Areas and facilities in the Project will be handed over to the Association of Apartment Owners after completion of construction and development of the entire Project and after receipt of completion certificate of the entire Project as per applicable laws.
5. The Purchaser confirms and undertakes that the Purchaser shall be liable to pay all taxes including but not limited to property tax, municipal tax, and all government rates, levies, cesses, charges, surcharges, Goods and Service Tax (GST), tax on land, wealth tax, fees of all and any kind and

any other charges, by whatever name called, whether levied now or leviable in future by the Government, municipal authority or any other competent authority on the said Apartment/Villa/said Building/ Project, Said Land, as the case may be, as assessable, whether prospectively or retrospectively. The Purchaser further agrees that till the time said Apartment/Villa is not assessed separately, Purchaser shall pay the same to Seller on proportionate basis [i.e., the proportion which the area/ carpet area of the Apartment/Villa and parking (if applicable) bears to the total area/ carpet area of all the Apartment/Villas in the Project].

6. As and when the said Apartment/Villa is assessed separately, the Purchaser shall pay applicable taxes, cesses, levies and charges directly to the competent authority(ies) on demand being raised by the competent authority(ies). The Purchaser shall indemnify and keep the Seller indemnified and harmless against all claims, losses, harm, damages, costs that may be suffered or incurred by the Seller in the event of non-payment of liabilities, charges, fees, property taxes, cesses or levies, levied or leviable by the competent authorities or any other dues as per the terms herein.
7. The Purchaser has paid proportionate charges towards External Development Charges (EDC) and Internal / Infrastructure Development Charges (IDC) at current applicable rates along with costs, interest and penalty paid to GDA on these demands. However, in the event of increase or enhancement in charges of EDC or IDC or levy of fresh EDC/ IDC charges, by whatever name called, by the authorities, whether prospectively or retrospectively, the Purchaser shall bear and pay to the Seller on demand further amounts on proportionate basis towards such increase or enhancement or fresh levy along with other costs incurred by the Seller in respect of these charges/demands. The Purchaser further agrees and undertakes, that as and when demanded by the Seller, the Purchaser shall pay on proportionate basis any additional charges, taxes and/or levies etc. which may be levied by the competent authorities pursuant to any government orders/ directives/ policies.

8. If deemed necessary by the Seller, or if any provision of the existing and future laws, guidelines, directions etc. of any Government authority or the competent authorities made applicable to the said Apartment/Villa/Project requires provision of new/additional facilities/equipment/devices or their upgradation etc., including but not limited to providing additional fire safety measures etc., any charge deposits/securities to be paid to authorities, provision of external, infrastructural and / or peripheral services attributable to the Project /Said Land, increase in charges or deposits for bulk supply of electrical energy and/or any other increase in cost and charges on any ground, whether prospectively or retrospectively, then the cost of the such additional devices, equipment, facilities or upgradation etc., shall also be borne and paid by the Purchaser on proportionate basis, as and when demanded by the Seller.
9. The Purchaser confirms that subject to the terms and conditions of this Deed, the Purchaser shall only be entitled to the following rights as per details given below:

8.1. Ownership of the said Apartment/Villa along with the right to use the car park space(s) as more particularly detailed in Schedule- I attached herewith as Reserved for the use by Purchaser for parking his /her/ its vehicle, if applicable, (hereinafter referred to as the “Reserved Car Parking Space”); and

8.2. The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Seller shall hand over the Common Areas to the Association of Allottees after duly obtaining the Completion Certificate from the competent authority as provided in the Act. The right of Purchaser to use such Common Areas shall always be subject to timely

payment of maintenance charges, IFMS, and other charges, deposits and amounts payable by the Purchaser to the Seller, Maintenance Agency under this Deed, the said Agreement for Sale and Maintenance Agreement. The Purchaser shall not have any ownership right on the areas declared as limited common areas and facilities, and the right to use such limited common area and facilities shall be limited to allottees who have been specifically authorized to use such limited common areas and facilities. The Seller shall be entitled to regulate the usage of the limited common areas and facilities and dispose the same as it may deem fit.

10. That the Reserved Car Parking Space(s) forming part of the Apartment/Villa, if applicable, bundled with and deemed to be part and parcel of the said Apartment/Villa and the same shall not have an independent legal entity detached from the said Apartment/Villa. The Purchaser undertakes not to sell/transfer/deal with or part with possession of the Reserved Car Parking Space independent of the said Apartment/Villa and further undertakes that he shall not modify or make any changes or cover the Reserved Car Parking Space(s) or divert the user of the said Reserved Car Parking Space(s) in any manner whatsoever at any point of time. The Purchaser undertakes to park his vehicle in the designated parking space allotted to him and not anywhere else in the Project. The Purchaser agrees and confirms that in the event of cancellation or resumption of the said Apartment/Villa under any of the provisions of this Agreement, the Reserved Car Parking Space(s), if applicable, along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking Space(s) shall be initiated or followed by the Seller independently that of the said Apartment/Villa in any manner whatsoever. The Purchaser hereby acknowledges and agrees that the Seller shall be entitled to shift/relocate the Reserved Car Parking Space(s), if applicable, to any other location in the said Project.

11. The Purchaser understands and acknowledges that the service areas in the basement of the said Building and said Project or anywhere else in the said Project which are Reserved and earmarked by the Seller for services, use by maintenance staff earmarked by the Seller to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc., shall not be used by the Purchaser for parking or any other purpose, of any nature whatsoever. All clauses pertaining to allotment, use, possession, forfeiture, cancellation etc., of the said Apartment/Villa shall apply mutatis mutandis to the Reserved Car Parking Space(s). The liability to pay for the maintenance and upkeep charges as may be levied from time to time by the Maintenance Agency/Seller on such Reserved Car Parking Space(s) shall be the responsibility of and payable by the Purchaser. Any violation of this condition shall be a breach of this Deed by the Purchaser.
12. The Purchaser agrees and understands that due to changes in government policies, orders, rules, regulations, and statutory provisions, additional FAR / FSI (i.e., over and above current sanctioned / permitted FAR/FSI) may be permitted by competent authorities to be developed on the Said Land. Therefore, the Purchaser agrees and confirms that the Seller / its nominee shall at all times be entitled to construct and develop, as part of the Project, any additional FAR / FSI as per necessary sanctions and related project approvals that may be obtained from the competent authority and to seek changes in the approved layout plan, building plans and other approved drawings as per norms of the competent authority for such development as per applicable laws, to which the Purchaser shall have no objection and hereby extends its/his/her approval for the same. Further, since the current layout plan and building plans for the Project does not include the provision of such additional development, the Seller may subsequently at its own option/discretion provide for / develop the same at any location in the Project as per applicable laws. The Purchaser hereby confirms that it has no objection to such additional development by the Seller /its nominee and also undertakes to provide requisite

assistance and co-operation in this regard including but not limited to signing necessary undertakings, no objection letter, agreements and documents as may be required by the Seller / its nominee from time to time.

13. The Purchaser shall not:

12.1. do or suffer to be done anything in or to said Building, the Project, the said Apartment/Villa, the staircases, lifts, common passages, corridors, circulation area, atrium and/or area in the compound, which may be in violation of any laws or rules of the competent authority;

12.2. change or cause to be changed structure of the said Apartment/Villa or any portion thereof, and shall also not make or cause to be made any additions or alterations in the said Apartment/Villa or any part thereof, or sub-divide the said Apartment/Villa, so as to or which may cause blockage in any passage, verandas, open spaces etc., or affect the structure of the said Apartment/Villa, said Building and/or said Project;

12.3. make any structural alterations to the Apartment/Villa and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Apartment/Villa. The Purchaser shall not demolish the said Apartment/Villa or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Apartment/Villa or any part thereof;

12.4. store or cause/permit any of its agent, servants, occupants or other visitors of the said Apartment/Villa to store, stock, bring into or keep in the said Apartment/Villa any prohibited goods, materials, explosives, hazardous, combustible or inflammable substances which may cause risk by fire or which causes damage to or endanger the safety of the said Apartment/Villa, adjacent Apartment/Villas, said Building and/or the Project/towers therein. The Purchaser shall not place any heavy material in the common passages or staircase of the Building;

12.5. construct, place or maintain any matter or thing upon, over or under the Common Areas of the said Building and/or said Project nor

throw/stack trash, garbage, excess materials of any kind on or about the common areas of the said Building and/or said Project;

12.6. change colour scheme of outer walls or paintings of exterior side of the doors and windows etc., or carry out any change in the exterior elevation or design;

12.7. fix/install the air-conditioners/coolers at any place other than the space(s) provided for in the building design or Project or open them upto inside passage, common areas, or in the staircase, and shall ensure that no water drips from any cooler/air-conditioners in the Common Areas;

12.8. use the Common Areas / parts of the Building / Project for keeping/chaining pets, dogs, birds or for storage of cycles etc., and not to block the common areas/parts of the tower in any manner whatsoever;

12.9. keep the battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or the entrance or road or parking places.

12.10. remove any wall, including load bearing wall, of the said Apartment/Villa; or

12.11. distribute the electrical load which is not in conformity with the electrical systems installed in the said Building and/or said Project. The Purchaser hereby agrees and confirms that any non-observance of the provision of this clause shall entitle the Seller and/or Maintenance Agency, to enter the said Apartment/Villa, if necessary and remove the non-confirming fitting, fixtures and changes at the cost and expense of the Purchaser.

14. The Purchaser shall not use / permit the use of the said Apartment/Villa for any purpose other than residential purpose. The Purchaser shall not use the said Apartment/Villa or permit the same to be used for any other purposes, or for any illegal or immoral purposes and shall not do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of adjoining apartment/areas.

15. Further, the Purchaser shall not do or permit anything to be done in or around the said Apartment/Villa which tends to cause damage to any flooring or ceiling or services of any Apartment/Villa over, below or adjacent to the said Apartment/Villa or anywhere in the said Building and the said Project or in any manner interfere with the use or access thereof of spaces, passages, corridors or amenities available for common use. The Purchaser shall also strictly follow the instructions as may be issued by the Seller/Maintenance Agency from time to time in this regard. The Purchaser agrees to indemnify the Seller against any penal action, damages or loss borne/suffered by the Seller due to any misuse of the said Apartment/Villa by the Purchaser for which the Purchaser shall be solely responsible.
16. The Purchaser has specifically agreed that the allotment of the Apartment/Villa shall be subject to strict compliance of a code of conduct, rules, guidelines, policies etc. that may be determined by the Seller/Maintenance Agency for occupation and use of the Apartment/Villa and such other conditions as the Seller/Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the Apartment/Villa, operation hours of various maintenance services, general compliance for occupants of the Project, regulation as to entry/exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct, rules, guidelines, policies etc. as may be specified by the Seller/Maintenance Agency is always subject to change by the Seller/Maintenance Agency.
17. The Purchaser agrees that it shall not display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, hoarding, on the external façade of the Apartment/Villa, Building and/or the Project. The Purchaser would be permitted to place its name board at the entrance to the Apartment/Villa only at the designated place specified by the Seller.
18. The Purchaser shall not put any hindrance/obstruction in the construction/development of the Project and shall not interfere thereto in any manner. The Purchaser understands and agrees that the Seller shall

be carrying out other development in the Project and there will be construction activities on the Said Land in future even after possession of the allotted Apartment/Villa is handed over to the Purchaser. The Purchaser shall not object nor raise any claim towards any inconvenience faced by him due to such construction activities.

19. The Purchaser agrees that the Seller shall have the right to make additions to or put up additional structures in/upon the Said Land, as may be permitted by the competent Government authorities and in accordance with applicable laws.

20. Maintenance of the said Building / Project

19.1. \_\_\_\_\_, having its registered office at \_\_\_\_\_ (“Maintenance Agency”) which is the maintenance agency appointed by the Seller or such other maintenance agency as may be nominated and appointed by the Seller from time to time in its sole discretion shall be providing the maintenance services in the Common Areas in the Project till handover of the same to the Association of Apartment/Villa Owners or competent authority or to any other assignee/nominee, other body corporate. The Purchaser has signed and executed a Maintenance Agreement dated \_\_\_\_\_ (“Maintenance Agreement”) with the Maintenance Agency and the Purchaser agrees to also abide by the terms and condition of the said Maintenance Agreement. Further, the Purchaser shall provide requisite cooperation and assistance including executing necessary documents, agreements etc., as may be required by the Seller and/or Maintenance Agency from time to time.

19.2. The maintenance, upkeep, repairs, security, landscaping and common services etc., of the Project shall be managed by the Seller or its nominated Maintenance Agency. The Purchaser of the Villa shall pay, as and when demanded, the maintenance charges including interest free security deposit (IFMS) for maintaining and up-keeping the said Project and the various services therein, as may be determined by the Seller or Maintenance Agency appointed for this purpose. Any delay in making payment will render the Purchaser liable to pay interest @ 18 % per annum. Non-payment of any of the charges with in the time specified

shall also disentitle the Purchaser from the enjoyment of the common areas and services. The Seller reserves the right to increase the IFMS from time to time in keeping with the increase in the cost of maintenance services and the Purchaser agrees to pay such increases within 15 (fifteen) days of demand by the Seller.

19.3. As and when any plant & machinery within the Project including DG sets, electric sub-stations, fire fighting equipment, any other plant and equipment of capital nature etc. require replacement, up-gradation, additions etc., the cost thereof shall be contributed by all the Purchaser in the Project, as the case may be, on pro-rata basis. The Seller or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Purchaser agrees to abide by the same. The Seller/Maintenance Agency shall have the sole authority to decide the necessity of such repair, replacement, up gradation, additions, refurbishment etc., including its timings or cost thereof and the Purchaser agrees to abide by the same.

19.4. The Purchaser assures and undertakes to pay maintenance charges, maintenance bills, IFMS, electricity charges, other charges and amounts and clear all dues as per the terms agreed under the Agreement for Sale, this Deed and the Maintenance Agreement, as the case may be. The Purchaser acknowledges and confirms that the Seller/Maintenance Agency reserves the sole right to modify/revise the maintenance charges, sinking fund charges, IFMS, and other amounts payable under the Maintenance Agreement.

19.5. The use of and access to maintenance services, Common Areas in the said Building and said Project shall be subject to compliance by the Purchaser of the terms and conditions of this Deed, said Purchaser Agreement and Maintenance Agreement including and not limited to those relating to timely payments of maintenance charges and other charges by the Purchaser.

19.6. In addition to the above the other terms and conditions relating to maintenance services, use of Common Areas and maintenance

/ payment of IFMS, maintenance charges, etc., shall be as set out in the Maintenance Agreement and said Agreement for Sale.

21. The Purchaser shall be solely responsible to maintain inside of the said Apartment/Villa at its own cost, in a good condition and shall keep its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good condition and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the said Building or pertaining to the said Building is not in any way damaged or jeopardized. In addition to the Seller's and Maintenance Agency's right of unrestricted usage of Common Areas in the Project, car parking spaces and other areas / spaces in the Project for providing maintenance services, the Purchaser shall permit the Seller/Maintenance Agency and/or its/their agents, workmen, employee, nominees etc., to enter into the said Apartment/Villa or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, , for carrying out any repair, alternations, etc. and for any other purpose in connection with the provision of maintenance services, structural repairs, connections/ dis-connection of the electricity and water and/or for repairing/ changing the common utilities/ services running through or around the said Apartment/Villa. Further, the Purchaser agrees and confirms that in the event of any emergency or any exigency situation, the Maintenance Agency and/or its representatives, employees etc. shall be entitled to enter the Apartment/Villa without any notice in order to prevent any further damages/ losses to the life and/ or property in the Apartment/Villa and the Purchaser shall raise no objections to the same and if required extend all its co-operation in this regard. Any refusal of the Purchaser to give such right of entry will be deemed to be violation of this Deed and the Seller shall be entitled to take such actions as it may deem fit.
22. The Purchaser hereby agrees to pay electricity consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. Irrespective of the fact

whether the Apartment/Villa is occupied by the Purchaser and/or their tenants/permitted persons or not, the Purchaser/occupant shall be liable to pay the minimum charges as may be stipulated by concerned authority to the Seller/Maintenance Agency. Any default would result in cutting of supply of electricity to the Apartment/Villa and will be restored on payment of all the arrears with interest, if any. The Purchaser agrees that in the event the Seller/Maintenance Agency installs separate water meters for the Apartment/Villa, then the Purchaser shall pay the water consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto.

23. The Purchaser acknowledges that the Seller/Maintenance Agency may get the Project/building structure insured against fire, earthquake, riots and civil commotion, militant action etc., on behalf of the Purchaser and the Purchaser agrees to pay pro-rata cost of the same as per the amounts invoiced in the maintenance bill by the Maintenance Agency as a part of the maintenance bill. However, the fittings, fixtures and furniture kept/installed inside the said Apartment/Villa shall be insured by the Purchaser at his own cost. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable, insurance of any Apartment/Villa or any part of the Project or cause increased premium to be payable in respect thereof, for which the Purchaser shall be solely responsible and liable.

24. That the Purchaser do hereby declare and confirm that:

23.1. All the terms and conditions of the said Agreement for Sale shall be deemed to have been incorporated in this Deed save and except those terms and conditions of the said Purchaser Agreement which are at variance with the terms and conditions contained in this Deed, in which case terms and conditions of this Deed shall prevail.

23.2. It shall abide by all the laws, bye-laws, rules, regulations, notifications, etc., which are applicable to the Said Land/Project/said Apartment/Villa. The Purchaser shall be solely responsible and liable for

violations, if any, of the provisions of the applicable laws and that Purchaser shall indemnify the Seller for any liability and/or penalty in that behalf.

23.3. It shall neither do on its own nor permit anything to be done to any part of the Project, which would be in violation to the sanctioned plans, completion certificate and any other approvals/ permissions relating to the Project.

23.4. It has conducted and undertaken necessary due-diligence of the said Apartment/Villa/Project and has sought all clarifications and perused/verified all the documents in respect of the Project and has satisfied himself about the right, title and interest of the Seller over the Said Land and specific features/characters of the said Apartment/Villa.

23.5. Except the said Apartment/Villa, the Seller shall be entitled to raise finance, loan and create security, guarantee, mortgage, charge or otherwise encumber all other areas, land, Apartment/Villas, development etc., in the Project.

25. In the event the Purchaser desires to transfer the said Apartment/Villa to a subsequent purchaser, lessee, assignee and / or assignee, the transfer shall be subject to the Purchaser making good the deficit in IFMS, paying requisite transfer charges and administrative charges, pending maintenance charges and any other pending dues and charges etc., payable by the Purchaser to the Seller and/or Maintenance Agency and fulfilling other terms and conditions as may be specified by Seller in this regard, before such transfer, lease and/or assignment of the said Apartment/Villa.

26. The Purchaser further agrees and undertakes that he has joined the Association of Apartment Owners formed by the Seller under the name and style of “\_\_\_\_\_” (hereinafter referred to as “Association of Apartment Owners”). The Purchaser shall pay the prescribed fees, subscription charges thereof and shall complete such documentation and

formalities as is deemed necessary by the Seller in this regard. Further, the Purchaser shall adhere to and comply with the bye-laws, rules, regulations and policies of such association.

27. The Purchaser acknowledges and confirms that the infrastructures facilities provided/ to be provided by government in the entire locality is beyond the control of the Seller/ Maintenance Agency and Purchaser undertakes not to raise any claim or dispute against the Seller and/or Maintenance Agency in respect of the facilities provided/ to be provided by government or any statutory authorities.
28. The Purchaser agrees and understands that the Seller shall use the terrace above the top floor of Apartment/Villa building within the Project, for purpose such as installation and operation of antenna, satellite dishes, communication towers, other communication equipment or for display signage purposes and the Purchaser shall not have a right to object or cause any hindrance to the same or make any claims on this account.
29. The Purchaser shall ensure that the persons to whom the said Apartment/Villa or part thereof is let, transferred, assigned or given possession of will execute, acknowledge and deliver to the Seller and Maintenance Agency such instruments and take such actions as the Seller/ Maintenance Agency may reasonably request to confirm or perfect any right to be created or transferred pursuant to any such transaction. The Purchaser also undertakes to incorporate the terms of this Deed in any transfer document which he may execute whether pertaining to sale of the said Apartment/Villa or lease or any other similar transaction.
30. The Purchaser confirms that all the obligations arising of this Deed in respect of the said Apartment/Villa/ Project/ Said Land shall be equally applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the said Apartment/Villa as the said obligations go with the said Apartment/Villa for all intents and purposes and the Purchaser assures the Seller that the Purchaser shall take sufficient steps to ensure performance in this regard.
31. In case of non-observance of any of the provisions contained in this Deed, Agreement for Sale and/or Maintenance Agreement, the Seller

/Maintenance Agency may issue a notice to the Purchaser to rectify the breach within \_\_\_\_\_ (“Notice Period”). However, in case the Purchaser fails to rectify the breach within the Notice Period, the Seller and/or the Maintenance Agency through their authorised representative shall be entitled, but not obligated to remedy/ rectify the breach at the cost and expenses of the Purchaser. Further, the Purchaser shall be responsible for all losses, damages, claims, penalties, liability, costs and/or expenses suffered by or caused to or incurred by the Seller and/or Maintenance Agency in this regard.

32. The Purchaser confirms that he has understood each and every clause, covenant of this Deed and its legal implications along with Purchaser’s obligations and liabilities Seller as said forth in this Deed. The Purchaser shall keep the Seller, his agents, representative and estate indemnified and harmless against any loss or damages that the Seller may suffer as a result of non-observance or non-performance by the Purchaser’s, its nominees, assignees, transferees, lessee, tenants, licensees etc., of the covenants and conditions in this Deed, Agreement for Sale and Maintenance Agreement.
33. Upon taking over of possession of the Apartment/Villa by the Purchaser, if there is any damage or destruction in the Project or any portions thereof for any reason other than structural defects, where such damage or destruction occurs after the completion of the Project, all the Apartment/Villa owners shall have the right to repair or rebuild the damage and the Apartment/Villas. Subject to applicable law, the repair or reconstruction of Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required. All the Apartment/Villa owners of the Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in a fair and equitable manner and may utilize the funds available with the Association of Apartment Owners for these purposes in accordance with the rules and regulations of the declaration. Without prejudice to the foregoing, the Purchaser agrees that the proceeds of any insurance that may be obtained by the Association of Apartment Owners for insuring the Project against any such damage or

destruction, shall be utilized only for the purpose of such repair or reconstruction only.

34. The Purchaser acknowledges that there are several products/equipment /services to be provided by third party (for example lifts, ac, wardrobes, Fans, lights, etc.) within the said Apartment/Villa and/or the said Project. The warranty and guarantee provided by the respective third party may be available to the Purchaser as per the products/equipment/services specifications and the Purchaser can approach such third parties directly for such warranty or guarantee claims. The Seller shall not be responsible for warranty or guarantee for any such third party products/ equipment/ services.
35. All expenses towards execution and registration of this Deed and any other document to be executed between the Purchaser and the Seller including but not limited to the cost of stamp duty, registration fee and other incidental charges has been and shall be paid solely by the Purchaser. Any deficiency in the stamp duty, as may be determined by the competent authority, along with consequent penalties and deficiencies as may be levied in respect of the said Apartment/Villa shall be borne and paid by the Purchaser without any liability on the Seller.
36. The Schedules to this Deed are part and parcel of this Deed and may be read in conjunction with this Deed while interpreting the terms and conditions of this Deed.
37. Failure of the Parties to enforce at any time or for any period of time the provision(s) hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.
38. If any provision of this Deed shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended to the extent necessary to conform to applicable laws and the remaining provisions of this Deed shall remain valid and enforceable.
39. Failure by any Party to enforce at any time or for any period any one or more of the terms, conditions, provisions or stipulations of this Deed shall not constitute as a waiver of such term, condition, provision or stipulation nor of the right of such Party to enforce the same subsequently.

40. Capitalised terms used herein but not defined shall have the meaning assigned to them in the said Agreement for Sale.
41. Each Party agrees that it will from time to time, do execute, acknowledge and deliver all such further acts, documents, and instruments as may be reasonably required by the other Party in order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of this Deed. The Purchaser undertakes to execute all requisite documents and present himself for execution and registration of this Deed as and when required by the Seller.
42. The Purchaser acknowledges and confirms that the Purchaser has read and understood the said Act and the implications thereof in relation to the various provisions of this Deed and the Purchaser is in full agreement with the provisions of this Deed in relation to the Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
43. Unless the context otherwise requires, (i) words importing the masculine gender shall also include the feminine gender and vice versa; and (ii) the use of the singular shall include the plural and vice-versa.
44. That courts at Ghaziabad alone shall have exclusive jurisdiction to try and decide all disputes arising out of / touching and/or concerning this Deed.

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

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(For and on behalf of Vaikuntam Buildcon Private Limited)

SELLER

\_\_\_\_\_

(For and on behalf of \_\_\_\_\_)

PURCHASER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONFIRMING PARTIES

Witnesses:

- 1.
- 2.

**Schedule -I**

Description of the said Apartment/Villa and Reserved Parking Space

Apartment/ Villa Number	
Tower Number/ Building Number	
Apartment/ Villa Type	

Floor No.	
Carpet Area (Sq mtr.)	
Carpet Area (Sq ft)	
Balcony (Sq mtr.)	
Balcony (Sq ft)	
Veranda (Sq mtr.)	
Veranda (Sq ft)	

The said Apartment/Villa is bounded as under:

North By:

South By:

East By:

West by:

Parking Space No.: \_\_\_\_\_

Covered / Open: \_\_\_\_\_ and bounded as under:

North By:

South By:

East By:

West by:

**Schedule-II**

Floor Plan of the said Apartment/Villa

**Schedule-III**

Manner of Payment of Total Price