

929/18



UTTAR PRADESH

39AD 908096

0147

CERTIFICATE

In pursuance of the order of the Collector No. 01.....

dated 01-04-17..... passed under Section 10-A at the stamp act is certified that an amount of Rs. 2,79,400/- in words (RUPEES TWO LAKH SEVENTY NINE THOUSAND FOUR HUNDRED ONLY) has been paid by MR. BAL RAJ SINGH S/O MR. JAGDISH SINGH R/O- VILL- KATAINI, POST- BASUHAR (SARAI AKIL), DIST- KAUSHAMBI, UTTAR PRADESH in cash as stamp duty in respect of this instrument in the State Bank of India Lucknow by Challan No. G-050074..... dated 17-01-18..., a copy of which is annexed herewith. :

Dated: 18-01-18

Chief Treasury Officer
Lucknow



प्रपत्र संख्या - 43 ए (1)
(प्रस्तर 417 एवं 478 देखिए)
धनराशि जमा करने का चालान फॉर्म

- उपकोषागार / बैंक का नाम व शाखा SBI G.B.B. K.O.
1. जिस व्यक्ति (पदनाम कद आवश्यक हो) या संस्था के नाम से धनराशि जमा की जा रही है
M/s. Bal Raj Singh
S/o M/s. Jagdish Singh
- उसका नाम
2. पता No. Vill - Katalni Post - Basuhat
(Sarai AKil) Dist - Kaushambi, Uttar Pradesh, India
3. पंजीकरण संख्या / पक्ष का नाम वाद संख्या
(यदि आवश्यक हो)
4. जमा की जा रही धनराशि का पूर्ण विवरण
(धनराशि किस हेतु जमा की जा रही है तथा किस विभाग के पक्ष में जमा की जा रही है)
C/n Stamp
5. चालान की सकल राशि Two lakh seventy nine thousand four hundred only
6. चालान की निबल राशि
7. लेखा शीर्षक का पूर्ण विवरण / लेखा
0030-स्टाम्प तथा एनोकरप
02-कार्यक्रम
शीर्षक की मुहर : 102-स्टाम्पों की विच्छेद
8. लेखा - शीर्षक की 13 डिजिट कोड 1202-(SAS)

मुख्य लेखा-शीर्षक	उप मुख्य-शीर्षक	लघु-शीर्षक	उप-शीर्षक	व्यौरेवार-शीर्षक	धनराशि (अंको में)
0030	02	102	02	04	2,79,400/-
					2,79,400/-
					2,79,400/-

Two lakh seventy nine thousand four hundred only/-

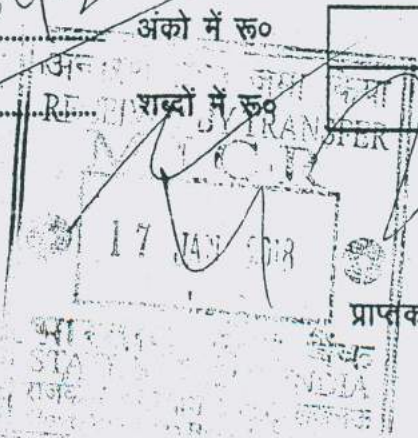
धनराशि (शब्दों में) योग
चालान में लेखा-शीर्षक की पुष्टि करने के लिए
विभागीय अधिकारी के हस्ताक्षर सहित



Amit Kumar Dwivedi
जमाकर्ता का नाम व हस्ताक्षर
Advocate
C-2073/4, Indira Nagar, Lucknow.
Mob. -9956553333

केवल उपकोषागार / बैंक के प्रयोगार्थ

चालान संख्या 6050042 अंको में रु०
दिनांक शब्दों में रु०



प्राप्त किया
प्राप्तकर्ता के हस्ताक्षर उपकोषागार /
बैंक की मुहर सहित



CIRCLE VALUE	Rs.	40,29,000.00/-
SALE CONSIDERATION	Rs.	55,87,703.00/-
STAMP DUTY	Rs.	2,79,400.00/-

Circle Rate @ 17,000/- per sq. meter.

Plot Situated at 50 meters from Raibareilly Road

THIS DEED OF CONVEYANCE is made at Lucknow on this **19th** day of **January** 2018.

Between

M/s. DLF Ltd. (PAN AAACD3494N), a Company incorporated under the Companies Act, 1956, having its Registered Office at DLF Shopping Mall , 3rd Floor , Arjun Marg , DLF City Phase-1, Gurgaon-122002 (hereinafter referred to as "Vendor-" which expression shall, unless repugnant to the context or meaning thereof, include its successors, nominee, agency and assigns), through its duly Authorised Signatory **Shri Abhishek Srivastava, S/o Shri D. C. Srivastava & Shri Ravi Kumar s/o Shri Dharam Pal** authorised vide Board Resolution dated 28th march, 2016 of the First Part

For DLF LIMITED

Authorised Signatory

Balraj

IN FAVOUR OF

1) MR. BAL RAJ SINGH S/O MR. JAGDISH SINGH R/o - VILL-KATAINI, POST-BASU HAR(SARAI AKIL), DIST-KAUSHAMBI, UTTAR PRADESH, INDIA PAN-AQFPS9315K(hereinafter called the "Vendee/s", which expression shall unless repugnant to the meaning or context thereof include his/her/their legal heirs, executors, administrators, successors, nominees and assigns) of the Second Part.

"hereinafter 'Vendor' & 'Vendee/s' are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the Vendor owns and possesses various parcels of land admeasuring about 208.01 acres (hereinafter referred to as the "**Said Land**") falling in village Purseni Tehsil, Mohanlalganj, Distt Lucknow, Uttar Pradesh.

AND WHEREAS the Uttar Pradesh Awas Evam Vikas Parishad has granted to the Vendor License NoLA04/NV-101/HIS-01/PDR-43/54-A dated 20/08/2011 to develop an Integrated Residential Township of 252.69 Acres under Integrated Residential Township Policy 2014 along with various approvals (annexed with Plot Allotment letter as Annexure I) for development of the Said Land into a residential/commercial /plotted/ /group housing colony under the name of '**Garden City**', situated at village Purseni, Tehsil Mohanlalganj, Distt Lucknow, Uttar Pradesh, (hereinafter referred to as the "**Said Township**").

WHEREAS the Vendor is the absolute owner in possession of and otherwise well and sufficiently entitled to sell all that piece and parcel of land, being Free Hold Plot **A-160** admeasuring **237 Sq. Mtrs. (283.45 Sq. Yds.)**. (hereinafter referred to as the '**Said Plot**') in the Said Township. The Said Plot is more particularly described in Schedule-I.

For DLF LIMITED

Authorized Signatory

Bal Raj

AND WHEREAS prior to the signing of the Plot Allotment Letter elaborated here in below and Application for allotment, the Vendee/s had demanded from the Vendor and the Vendor had allowed the Vendee/s, inspection of layout of the Said Township, ownership record of the Said Land and all other documents relating to the title, competency and all other relevant details. The Vendee/s is/are fully satisfied in all respects with regard to the right, title and interest of the Vendor in the Said Township in which the Said Plot is situated and has/have understood all limitations and obligations of the Vendor in respect thereof. The Vendee/s acknowledges and confirms that the Vendee/s is/are fully satisfied of the title, competency of the Vendor to execute this Conveyance Deed.

AND WHEREAS the Vendee/s after having been fully satisfied in all respects and solely relying upon its own judgment and investigation in purchasing the Said Plot and not relying upon any literature, sales plan, sale brochure, advertisement, representation, statement or estimate of any nature whatsoever whether written or orally made by the Vendor or any of its agent regarding the Said Plot and the facilities to be made available to the Vendee/s or any other data except as specifically contained in this Conveyance Deed has/have desired to purchase the Said Plot.

AND WHEREAS the Vendee/s reconfirms and reaffirms that he/she/it/they has/have understood all limitation and obligations of the Vendor in respect of the Said Free Hold Plot and its usage and is/are fully satisfied.

AND WHEREAS the Vendee/s had entered into a Plot Allotment Letter date **04/03/2014** (referred to as 'Allotment Letter') with the Vendor for purchase of the Said Free Hold Plot, which is more particularly described in Schedule-II for the price of **Rs 55,87,703.00/- (Rupees Fifty five lakhs eighty seven thousand seven hundred and three only)** "the details whereof are mentioned in Schedule-II" and on other terms and conditions stipulated in the Allotment Letter, including the payment/s made by

For DLF LIMITED

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the Vendee/s, pro-rata of the charges levied or to be levied by any Government or Authority for provision of external and/or peripheral services, and of the charges for maintaining various services and facilities in the Said Township until the same is handed over to a local body for maintenance. The Vendee/s has/have also agreed to bear and pay all the expenses and outgoings for the completion of sale for the Said Plot, including stamp duty, registration and execution charges and the like:

AND WHEREAS nobody else besides the Vendor has any sort of interest, right or claim of any kind whatsoever in the Said Plot which on the date hereof is free of all legal disputes and all encumbrances of any kind whatsoever and the Vendor has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same;

AND WHEREAS the Vendor represents that the Said Free Hold Plot is free from any agreement, charge, lien, litigation, mortgage, lease, notice, requisition, acquisition proceedings, will, loan, security, stay order, collaboration, joint venture or encumbrance of any other kind and the title of the Said Plot is clear and marketable and there is no encumbrance or charge of any kind whatsoever qua the Said Plot.

AND WHEREAS the Vendor is now desirous of conveying the Said Plot unto the Vendee/s.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. That in accordance with and subject to the terms of the Allotment Letter and the terms and conditions contained in this Conveyance Deed and in consideration of the total price paid by the Vendee/s and received by the Vendor (as per details mentioned in Schedule-II hereunder), the Vendor doth hereby sell, conveys, assigns and transfers unto the Vendee/s by way of sale, the Said Plot (more fully described in the Schedule-I hereunder), free from all

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encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Said Plot or in any way appended therewith usually held as part and parcel thereof. The Vendor agrees that for all times hereafter, it shall be lawful for Vendee/s to enter upon the Said Plot and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Vendor subject to the terms and conditions of the Conveyance Deed and Allotment Letter. The Vendor agrees that it shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the Vendee/s make, acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for assuring the Said Plot unto the Vendee/s in the manner mentioned in this Conveyance Deed and the Allotment Letter. The Vendor covenants that this Conveyance Deed is executed in its entirety and that the Vendor has received full sale price of the Said Plot.

2. That the Vendee/s confirms having paid the prorata share of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as a part of the price of the Said Plot as levied by the Government of Uttar Pradesh from the date of issue of Licence/s, as applicable to the Said Township. The Vendee/s agrees to pay any further increase in or levy of EDC and IDC (by whatever name called or in whatever form) on prorata basis directly to the Government. If, however, the Vendor is required to pay such increase of EDC and IDC to the government authorities/agencies, then the Vendee/s agrees and undertakes to pay the same to the Vendor. The determination of the prorata share of the Vendee/s by the Vendor shall be final and binding on the Vendee/s. The Vendee/s affirms that if the increased EDC and IDC are not paid, the same shall be treated

For DLE LIMITED

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as unpaid sale price of the Said Plot and the Vendor shall have the first charge and lien over the Said Plot and the right to resume the Said Plot.

3. That the Vendee/s has/have agreed that in addition to the other charges mentioned in this Conveyance Deed and the Allotment Letter, the Vendee/s shall also be required to pay in every 5 years as membership fee more clearly described in the Payment Plan as per details mentioned in Schedule-II hereunder and additional entrance fee will be charged for each additional family even if residing in the same Said Plot for use of club which is located inside Township as per approved layout inside or outside the Said Township. The residents/occupants of the Said Township shall have an assured membership of the Community Centre /club subject to payment of aforesaid one time entrance fee. The total number of memberships will be limited to 4 (four) per plot and if more memberships are required in respect of the same Said Plot, then the Vendor reserves the right to review the same in deserving cases and the Vendor's decision on the grant of additional membership beyond four shall be final and binding on the Vendee/s. The members shall abide by the terms and conditions laid down by the management of the Community Centre/club. The Vendee/s shall be liable to pay for the annual maintenance charges / usage charges in accordance with the usages and services availed by the Vendee/s. The one time entrance fee shall be paid by the Vendee/s as per the Payment Plan annexed to this Conveyance Deed. The Vendee/s shall be required to sign and execute necessary documents for membership of the Community Centre/club which shall contain terms and conditions of membership and Vendee/s shall be bound by the same. The one time entrance fee shall automatically extinguish in favour of the Vendee/s upon sale of the Said Plot by the Vendee/s and the same shall stand transferred in the new vendee/s name.

For DLF LIMITED

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Baldy

4. That the Vendee/s confirms and undertakes that the Vendee/s shall be liable to pay all kinds of taxes and cesses including but not limited to value added tax, state sale taxes, central sale tax, work contract tax, services tax, one time building tax, luxury tax, building and other construction worker welfare funds, education cess, government rates, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or livable now or in future by the government, municipal authority or any other governmental authority on the Said Plot/Said Township, as the case may be, as assessable or applicable from the date of Allotment Letter. The Vendee/s further agrees that if the Said Plot is not assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendor which shall be final and binding on the Vendee/s. If the Said Plot is assessed separately, the Vendee/s shall pay directly to the competent authority on demand being raised by the competent authority.
5. That except the Said Plot ,all other land(s), areas, facilities and amenities, are specifically excluded from the scope of this Conveyance Deed and the Vendee/s shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities, including but not limited to club/recreational facility and commercial centers. Such lands, areas, facilities and amenities)including the club/ recreational facility have not been included in the computation of Plot Area for calculating the Total Price of the Said Plot and the Vendee/s confirms that the Vendee/s has/have not paid any price for use or ownership in respect of any lands, area, facilities and amenities. It is clarified that the ownership of such lands, areas, facilities and amenities vest solely with

For **DLF LIMITED**

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the Vendor and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Vendor including creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, Person, institution, trust and/or any local body(ies).

6. That the Vendee/s undertakes to do all acts, things, deeds including present himself/herself/itself/themselves as may be required for the execution and registration of the Conveyance Deed in respect of the Said Plot and as the Vendor so desire to comply with the provisions of the Act.

7. That the Vendee/s undertakes to join the Garden city Residents Welfare Association formed under relevant provisions of the Acts of Society Regsitratio Act , 1860 and pay membership fee ,any other fees,charges thereof and complete such documentation and formalities as may be deemed necessary by the Vendor for this purpose.

- 8 (i) That the Vendee/s agree(s) to enter into maintenance agreement with the Garden city Residents Welfare Association and its appointed Agency /nominee (hereinafter referred to as 'The Maintenance Agency') as may be appointed by Association from time to time for the maintenance and upkeep of the common areas in the Said Township but out side the Said Plot ,until these are handed over to local body or any government agency. The Vendee/s acknowledges and undertakes to pay the Maintenance Charges as the bills raised by the Association/Maintenance Agency . The Vendee/s confirm and undertakes not to raise any claim against payment of Maintenance Charges.


For DLF LIMITED

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(ii) That the Vendee/s undertakes to deposit and always keep deposited Interest Bearing Maintenance Security (IBMS) with the Association-- calculated at the rate of Rs. 269/- per sq. mtr. (Rs. 225/- per sq. yd. approx.) on the full area of the Said Plot carrying simple yearly interest as applicable on one year fixed deposit accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realization of the amount by the Association . In case of failure of the Vendee/s to pay the Maintenance Charges or any other charges on or before the due date, the Vendee/s shall not have the right to avail the maintenance services and the Association/Maintenance Agency shall have the right to adjust, in the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Vendee/s confirms that the Association/ Maintenance Agency shall adjust the principal amount of the IBMS against such defaults. If due to such adjustment in the principal amount, the IBMS falls short, then the Vendee/s hereby undertakes to make good the resultant shortfall within 15(fifteen) days from the date of such adjustment of the principal amount of IBMS. On such shortfall, the Association/Maintenance Agency shall have the right to withhold such facilities as may be provided by the Association/ Maintenance Agency to the Said Plot and the same shall be treated as unpaid sale price of the Said Plot. The Association reserves the right to increase the IBMS from time to time keeping in view, the increase in the cost of maintenance services and the defaults of the Vendee/s in payment of Maintenance Charges. The Vendee/s undertakes to pay such increases within 15 (fifteen) days of demand by the Association/Maintenance Agency. The decision of the Association to increase IBMS shall be final and binding on the Vendee/s. If the Vendee/s fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its

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due date, then the Vendee/s authorizes the Vendor to treat this Conveyance Deed as cancelled without any notice to the Vendee/s and recover the shortfall from the sale proceeds of the Said Plot and refund to the Vendee/s the balance money realized from such sale.

- 8 (iii) That the Vendee/s acknowledges and confirms that the Association reserves the sole right to modify/revise all or any of the terms of the IBMS, Maintenance Agreement, including the amount/rate of IBMS etc.

- 9. That the Vendee/s acknowledges and confirms to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Vendor/Association/Maintenance Agency from time to time. The Vendee/s assures and undertakes to pay the total Maintenance Charges fixed by the Association which decision shall be final and binding on the Vendee/s.

- 10. That the Vendee/s acknowledges that the Maintenance Agency shall be responsible for providing maintenance services only with respect to the common areas falling within the Said Township but outside the Said Plot and these shall mainly relate to services in respect to the public roads, landscaping, sewerage, drainage clearance, water, street lights, pavements, horticulture etc and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The Maintenance Agency may entrust or cause the aforesaid maintenance services, to be undertaken/carried out through any Person/entity, as deemed fit at its sole discretion. The Vendee/s acknowledges and confirms that the infrastructure facilities provided by the Government in the Said Township is beyond the control of the Vendor and the Vendee/s shall have no right to raise/demand any claim or dispute against the Vendor in respect of the

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facilities provided by the Government or any other statutory authorities.

- 11. The Vendee/s would be charged on monthly basis for all the costs of power consumed by him/her/them (Uttar Pradesh State Electricity Board - supply) as indicated in the meter which may be installed by the Vendor/ its nominee/maintenance agency at the cost of the Vendee/s. The Association/ Maintenance Agency shall charge for the power consumed based on the expenditure incurred for diesel, spares, depreciation, other wear and tear, repairs, other consumable etc. and same would be billed as a part of the maintenance bill which will also include other maintenance charges for maintenance and upkeep of the Said Township. Failure to pay the maintenance bill including the cost of electricity supply as described above, shall entitle the Vendor /its nominee/ Association/ Maintenance Agency) to withhold the provision of maintenance services including the electricity supply.

- 12. That the Vendee/s agrees and confirms that if Vendor applies for and thereafter receives permission, from Uttar Pradesh State Electricity Board - or from any other body/ commission/ regulator/ licensing authority constituted by the Government of Uttar Pradesh for such purpose, to receive and distribute bulk supply of electricity energy in Said Township, then the Vendee/s undertakes to pay on demand to the Vendor / its nominee proportionate share as determined by the Vendor/ its nominee of all deposits and charges paid/ payable by the Vendor/ it nominee to Uttar Pradesh State Electricity Board any other body/ commission/regulatory/licensing authority constituted by the Government of Uttar Pradesh . The Vendee/s further agrees and undertakes that the proportionate share of cost, incurred by the Vendor for creating infrastructure like HT Feeder, EHT Sub Station etc. shall also be payable by Vendee/s on demand. Further the Vendee/s agrees that the Vendor

For DLF LIMITED

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and the Association /Maintenance Agency shall be entitled in terms of the Maintenance Agreement to be executed to withhold electricity supply to the Said Plot till full payment of such deposits and charges are made by the Vendee/s and same is received by the Vendor. Further, in case of bulk supply of electricity energy, the Vendee/s agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Vendee/s rights to apply for individual/direct electrical supply connection directly from Uttar Pradesh State Electricity Board or any other body responsible for supply of electrical energy. The Vendee/s agrees to pay any increase in the deposits charges for bulk supply of electricity energy as may be demanded by the Vendor /its nominee from time to time.

13. That the Vendee/s shall reimburse to the Vendor on demand the amount to be determined at the time of providing necessary connections to make arrangements for providing sewer and water connections from the mains laid along the road serving the Said Plot.
14. That the Vendee/s confirms and acknowledges having received actual, physical, vacant possession of the Said Plot from the Vendor after satisfying himself/herself/itself/themselves about the Plot Area. The Vendee/s confirms that the Vendee/s is/are fully satisfied and has/have no complaint or claim in respect of the Plot Area.
15. That the Vendee/s undertakes and agrees not to use the Said Plot for any purpose other than residential or in a manner that may cause nuisance or annoyance to other plot owners in the Said Township or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Said Plot which tends to cause damage to any plot/structure adjacent to the Said Plot or anywhere in the Said

For DLF LIMITED

Authorised Signatory

Rajal Singh

Township or in any manner interfere with the use thereof or of spaces or amenities available for common use. The Vendee/s shall indemnify the Vendor against any penal action, damages or loss due to misuse by the Vendee/s. The Vendee/s acknowledges that any other use of the Said Plot other than for residential purpose shall entitle the Vendor to treat this Conveyance Deed as cancelled and to resume the possession of the Said Plot.

16. That the Vendee/s confirms that the Vendor shall have the first charge on the Said Plot in respect of any amount payable and outstanding by the Vendee/s towards any additional EDC and IDC, taxes, demands, assessments etc. as mentioned hereinabove. The Vendee/s confirms that any amount payable shall be treated as unpaid sale price of the Said Plot and for that unpaid sale price, the Vendor shall have the first charge on the Said Plot.
17. That the Vendee/s confirms that wherever the Vendee/s has/have to make payment in common with plot owners in the Said Township, the same shall be in proportion which the Plot Area of the Said Plot bears to the total area of the all plots.
18. The Vendee agrees that the layout plan of the Said Township is a gated colony surrounded by the external wall/fence/grill and manned by an appointed security agency with security systems in place. The security agency shall be appointed by the Association (its nominee including maintenance agency). It is made clear that the Vendee(s) shall not in any manner breach or cause damage to the external wall/fence/grill surrounding the Said Township. In case the Vendor provides standard design options for individual plot for construction of boundary wall/fence/grill as the case may be, and the gate, then the Vendee(s) undertakes to choose one of the options

For DLF LIMITED

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Baldy

and adhere to the same in the best interest of maintaining of aesthetics of the Said Township.

19. That the Vendee/s confirm that he/they has/have entered into this transaction with the full knowledge and understanding of this Deed of Conveyance and subject to all the laws and notifications and rules applicable to this area, including terms and conditions of the license(s)/Occupancy Certificate granted by the Uttar Pradesh Avas Evam Vikas Parishad, Government of Uttar Pradesh for setting up the Said Township and the undertakings given by the Vendor to the Uttar Pradesh Avas Evam Vikas Parishad , Government of Uttar Pradesh in this regard.
20. That the Vendee/s confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at **Rs 2,79,400.00/- (Rupees Two Lakhs seventy nine thousand four hundred only)** terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty, as may be determined by the Sub-Registrar/ concerned authority, along with consequent penalties/ deficiencies as may be levied in respect of the Said Plot conveyed by this Conveyance Deed shall be borne and paid exclusively by the Vendee/s and the Vendor accepts no responsibility in this regard.
21. That the Vendee/s confirms and acknowledges that all the terms and conditions of the Allotment Letter shall be deemed to have been incorporated in this Conveyance Deed save and except those terms and conditions of the Allotment Letter which are at variance with the terms and conditions contained in this Conveyance Deed in which case terms and conditions contained herein in this Conveyance Deed shall prevail.

For DLF LIMITED

Authorised Signatory

Baldy

- 22. That the Vendee/s acknowledges that if any clause of this Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this Conveyance Deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in laws.

- 23. That the Vendee/s confirms that all the obligations arising under this Conveyance Deed in respect of the Said Plot/Said Township shall equally be applicable and enforceable against any and all occupiers, tenants, licencees and/or subsequent purchasers of the Said Plot as the said obligations go with the Said Plot for all intents and purposes and the Vendee/s assures the Vendor that the Vendee/s shall take sufficient steps to ensure the performance in this regard.

- 24. That the Vendee/s confirms and acknowledges that the Vendee/s shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the competent authority; and that the Vendee/s shall indemnify the Vendor for any liability and/or penalty in that behalf.

- 25. That the Vendee/s shall be bound to complete construction of the residential unit on the Said Plot within four (04) years from the date of offer for possession by the Vendor to the Vendee/s. In case the Vendee/s fails to complete the construction and obtain a certificate for occupation and use from the Competent Authority within the stipulated period, the Vendee/s agrees that the Vendor shall be entitled to resume the Said Plot and refund the amount(s) paid by the Vendee/s after deducting Earnest Money along with the interest on delayed payments, brokerage,

For DLF LIMITED

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Bally

other charges and taxes, if any incurred by the Vendor without any interest and resell the Said Plot and the Vendee/s shall be left with no right, title or interest on the Said Plot. The Vendor at their sole discretion may accede to the request of the Vendee/s to extend the construction period but only upon the Vendee/s paying a late construction penalty to the Vendor calculated at the rate of Rs. 50 /- per sq. mtr. per month (Rs. 42/- per sq. yd. approx.) on the full area of the Said Plot per month for the entire period of delay. This late construction penalty may be escalated in case the Vendor decides to grant further extension beyond 12 months where the delay continues beyond a period of 12 months after the grant of first extension.

26. That all or any disputes arising out of or relating to or concerning or touching this Conveyance Deed including the interpretation and validity of the terms thereof, shall be referred by any party to a sole arbitrator who shall be appointed by the Vendor and whose decision shall be final and binding upon the Parties. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location to be decided by the arbitrator. The Vendee/s shall have no objection to such appointment even if the person so appointed, as the sole arbitrator, is an employee or advocate of the Vendor or is otherwise connected to the Vendor. The Parties agree that no other person shall have the power to appoint the sole arbitrator. The Courts at Lucknow and the Allahabad High Court (Lucknow Bench) alone shall have the jurisdiction.

For DLF LIMITED

Authorised Signatory

Balraj

SCHEDULE-I**THE SAID PLOT REFERRED TO ABOVE**

ALL THAT Plot No **A-160** in the Said Township admeasuring about 252.69 acres or thereabout, falling in the DLF Garden city , Raibarielly Road , Lucknow , having Plot Area of **237 sq. mtrs.** in the plan annexed hereto and bounded as under:

On or towards the NORTH	: A-159
On or towards the SOUTH	: A-161
On or towards the EAST	: 63 M Road
On or towards the WEST	: A-153

For DLF LIMITED


Authorized Signatory




SCHEDULE-II**(DETAILS OF PAYMENTS MADE BY THE VENDEE/S TO THE VENDOR)**

Details of total credit in party's account

S No	Receipt/Cr.Advice No	Date	Amount
1	GDN/CRB/00171/1213	27/12/2013	400,000.00
2	GDN/CRB/00081/0114	27/01/2014	1,000,000.00
3	GDN/CRB/00089/0114	28/01/2014	3,817,268.00
4	GDN/CCN17/000136	12/10/2017	61,926.00
5	GDN/CRB17/000343	13/11/2017	308,509.00
Total amount			5,587,703.00

For DLF LIMITED


 Authorised Signatory

Balky

IN WITNESS WHEREOF the Parties have put their respective hands the day and year first above written.

Witness:



- Amit Kumar Tiwari*
 1. **Amit Kumar Tiwari (Advocate)**
S/o Ved Prakash Tiwari
Mohanlalganj, Lucknow.

Vendor

For DLF LIMITED

 Authorized Signatory



- Neeraj Mishra*
 2. **Neeraj Mishra**
s/o Ramashankar Mishra
R/o Debariya Bharsava,
Lucknow.

Drafted By *Amit Kumar Dwivedi*

(Amit Kumar Dwivedi)
 Advocate
 Ph +91-9956553333

Balraj
 Vendee

IN WITNESS WHEREOF the Parties have put their respective hands the day and year first above written.

Witness:



Amit
1. Amit Kumar Tiwari (Advocate)
S/o Ved Prakash Tiwari
Mohanlalganj, Lucknow.



Neeraj
2. Neeraj Mishra
s/o Ramashankar Mishra
R/o Debariya Bharsava,
Lucknow.

Vendor

For DLE LIMITED

[Signature]
Authorised Signatory

Drafted By *[Signature]*

(Amit Kumar Dwivedi)
Advocate
Ph +91-9956553333

[Signature]
Vendee

भाग 1

प्रस्तुतकृते अधवा प्राप्ती द्वारा रखा जाने वाला

उपविवरणक सोफ्टवेयरस लखनऊ क्रमा 2018-01-19

अपेक्षित संख्या: 2018/0000/2001579

उपरोक्त प्रमाण पत्र प्रस्तुत करने का दिनांक 2018-01-19 00:00:00

प्रस्तुतकर्ता या यारी का अधिकृत श्रीमान/स्व

नाम का प्रकार विक्रय पत्र

प्रतिफल की पहचानि 5587703 / 4029000

1. रजिस्ट्रेशन शुल्क 20000

2. प्रतिनिधिमरण शुल्क 120

3. निरीक्षण या तलाश शुल्क

4. मुद्दतार के आधेपमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भता

1 से 6 तक का योग 20120

शुल्क प्राप्त करने का दिनांक 2018-01-19 00:00:00

दिनांक अब लेख पतिलिपि या तलाश

प्रमाण पत्र आपस करने के लिए तैयार होगा 2018-01-19 00:00:00

रजिस्ट्रेशन अधिकारी के

प्रमाणपत्र

2018-01-19 00:00:00