

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.

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

For ~~DEVELOPER~~ LIMITED

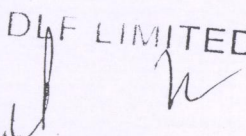
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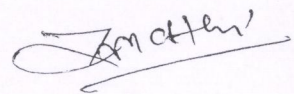
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tax, one time building tax, luxury tax, building and other construction worker welfare funds, education cess, government rates, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, 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 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,

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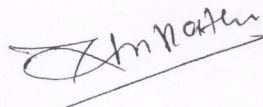


joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, Person, institution, trust and/or any local body(ies).

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 Registration 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.

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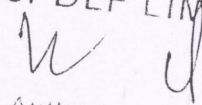
  
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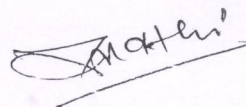


8 (ii) That the Vendee/s undertakes to deposit and always keep deposited Interest Bearing Maintenance Security (IBMS) with the- Association-- calculated at the rate of Rs. 269/- per sq. mtr. (Rs. 225/- per sq. yd. approx.) on the full area of the Said Plot carrying simple yearly interest as applicable on one year fixed deposit accepted by State Bank of India at the close of each financial year on 31<sup>st</sup> 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

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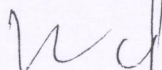




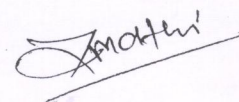
Vendee/s fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Vendee/s authorizes the Vendor to treat this Conveyance Deed as cancelled without any notice to the Vendee/s and recover the shortfall from the sale proceeds of the Said Plot 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

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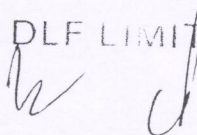


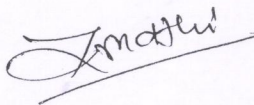


acknowledges and confirms that the infrastructure facilities provided by the Government in the Said Township is beyond the control of the Vendor and the Vendee/s shall have no right to raise/demand any claim or dispute against the Vendor in respect of the facilities provided by the Government or any 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

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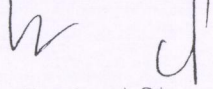


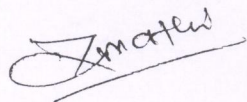


nominee to Uttar Pradesh State Electricity Board any other body/ commission/regulatory/licensing authority constituted by the Government of Uttar Pradesh . The Vendee/s further agrees and undertakes that the proportionate share of cost, incurred by the Vendor for creating infrastructure like HT Feeder, EHT Sub Station etc. shall also be payable by Vendee/s on demand. Further the Vendee/s agrees that the Vendor 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

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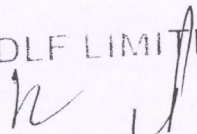




and has/have no complaint or claim in respect of the Plot Area.

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 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.

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