

|| SHRIHARI ||  
SALE. DEED COTTAGE

shanker bhai new metters 882

1. Type of Land: Residential Cottage No.
2. Ward Tehsil : Mathura
3. Mohalla/ Village: **Chatikara Teh. & Distt. Mathura, under GURU KRIPA KUTIR**
4. Area : **Land Area- Sq. Mtr. Covered Area Sq. Mtr.**
5. Road Situation (As per Anexure): above 6 mtr.
6. Consideration Rs.: /-
7. Government Value: /-
8. Stamp Paid for lady purchaser Rs: /- E Stamp Attached
9. Government Rate -8500/- per sqm. Page No. 19 S. No. 57 Code No. 1022 for RCC Construction 15,000/- per sqm.
10. Sub Registrar Mathura.

THIS DEED OF SALE is made and Executed on this day between:-

Details of Vendor/Seller

Shree Badrinath Constructions PAN-CIWPS6269K through proprietor Rahul Singhal S/o Sh. Shivshanker Agarwal R/o 68 Mayur Vihar Dholi Pyau Mathura M.-9897676006

Details of Vendee/Purchaser

WHEREAS:

a. The Vendor is the absolute owner, possessor and in peaceful enjoyment of land forming a part land of khasra No. **362, 363, 364, 342, 347** situated at Mauza **Chatikara Teh. & Distt. Mathura, under GURU KRIPA KUTIR**. Shree Badrinath Constructions has purchased the total project land from different sale deed First dated 02-06-2023, Registered at the office of Sub Registrar Mathura as Serial No. 12517 from Harishanker & amit Kumar and Second sale deed dated 29-05-2023, Registered at the office of Sub Registrar Mathura Serial No. 10742 from Girdhari Lal Agarwal & third dated 10-05-2023, Registered at the office of Sub Registrar Mathura as Serial No. 10323 from Arvind Agarwal & Other & Fourth dated 10-05-2023, Registered at the office of Sub Registrar Mathura as Serial No. 9067 from Arvind Agarwal & Other & Fifth dated 08-05-2023, Registered at the office of Sub Registrar Mathura as Serial No. 8928 from Raghunandan Agarwal & Sixth dated 08-05-2023 Registered at the office of Sub Registrar Mathura as Serial No. 10132 from Raghunandan Agarwal & Seventh dated 08-05-2023 Registered at the office of Sub Registrar Mathura as Serial No. 10130 from Ramesh Chand Agarwal & eighth dated 08-05-2023 Registered at the office of Sub Registrar Mathura as Serial No. 8923 from Ramesh Chand Agarwal & Ninth dated 08-05-2023 Registered at the office of Sub Registrar Mathura as Serial No. 10131 from Sonu Agarwal & Other & Tenth dated 08-05-2023 Registered at the office of Sub Registrar Mathura as Serial No. 8922 from Sonu Agarwal & Other & Eleventh dated 29-05-2023 Registered at the office of Sub Registrar Mathura as Serial No. 10741 from Nikhil Agarwal & Other & Twelfth dated 08-05-2023 Registered at the office of Sub Registrar Mathura as Serial No. 89274 from Sharad Kumar Agarwal & Other & Thirteenth dated 15-05-2023 Registered at the office of Sub Registrar Mathura as Serial No. 9467 from Sonu Agarwal & Other & Fourteenth dated 03-05-2023 Registered at the office of Sub Registrar Mathura as Serial No. 10771 from Sonu Agarwal & Other.

b. That the vendor is developing Ashram/Cottage project under the name & style **Guru Kripa Kutir** after obtaining all the relevant sanctions, approvals, permissions etc. The vendor initiated the process of development of the Residential project popularly known as **Guru Kripa Kutir** (hereinafter referred to as the 'Said Project') as per approved layout from the Competent Authority i.e. Mathura-Vrindavan Development Authority (M.V.D.A) and as a part of the said Residential project, constructed the Group Housing Project as per the approved Building Plans in respect thereof by the M.V.D.A.

c. The Vendee(s) has/have applied for and agreed to purchase from the vendor a residential Cottage on the terms and conditions contained in the concerned booking form and Allotment Letter. The Vendor has agreed to sell to the Vendee(s) the residential Cottage bearing No. \_\_\_\_\_ admeasuring **Area Sq. mtr Covered Area: Sq. Mtr.** in the said Project (hereinafter referred to as the "said Unit/Cottage") along with proportionate undivided interest in the



payment and further agrees that the Vendor shall have the unfettered right to resume the said Unit/Cottage and the Vendee(s) shall have no right title and interest left in the said Unit/Cottage thereafter. The Vendee(s) further agree(s) that he/she would not be competent to challenge such action of resumption of the said Unit/Cottage by the Vendor due to default of non-payment of such enhanced External Development Charges etc on the part of the Vendee(s). It is specifically made clear and it is agreed by and between the parties that all the obligations of time Vendee(s) relating to and/or concerning the External Development Charges etc. as aforesaid shall survive the Sale of title of the said Unit/Cottage in favour of the Vendee(s) and the Vendor shall have first charge lien on the said Unit/Cottage in respect of any such non-payment of Charges and/or such short all increases as the case may be.

b. That at present the fire safety measures in the common areas of the said Project have been provided where ever required as per the existing fire safety code regulations and charges there for are included in the sale consideration of the said Unit/Cottage. If, however, due to any subsequent legislation(s), Government Regulations. Orders on and Directives etc.. the Vendor is required to undertake/ install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand by the Vendee(s) to the Vendor, proportionate to the area of the said Unit/Cottage.

c. That the Vendee(s) shall be liable to pay property tax and all rates, taxes, charges, assessments, levies and cess etc. by whatever name called, assessed or imposed by municipal or other authorities whether levied retrospectively, now or in future in respect of the said Unit/Cottage irrespective of the fact that the Vendee(s) has/have not been enjoying the benefit of the said Unit/Cottage. Till the said Unit/Cottage is individually assessed to property tax or any other charges including cess etc. as aforesaid by the authorities, the vendee(s) shall be liable to pay to the Vendor on demand, such taxes charges cess etc. whether levied now or in future on the land; buildings of the said Scheme, proportionate' to the area of the said Unit/Cottage.

d. That all costs of stamp duty, registration fee and other miscellaneous incidental expenses on the execution and registration of this Sale Deed has been borne and paid by the Vendee(s). Any deficiency in the stamp duty as may be determined by the Sub-Registrar Concerned Authorities along with consequent penalties and/or deficiencies as may be levied in respect of the said Unit/Cottage conveyed by this Deed shall be borne by the Vendee(s) exclusively and the Vendor shall not be responsible for the same in any manner, whatsoever.

e. That the Vendee is fully satisfied as to the quality of construction and dimensions, specifications, area and location of the said Unit/Cottage.

f. The Vendee(s) shall not involve the Vendor, by his conduct or otherwise, directly or indirectly in any type of litigation with any other party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Vendor and it will be treated as dues recoverable against the said Unit/Cottage.

#### **4. Vendor's Rights & Duties**

a. That the Vendor will indemnify and keep indemnified the Vendee(s) from and against all demands, claims, losses that may be suffered by the Vendee(s) arising on account of any defect in the title of the Vendor to the said Unit/Cottage.

b. That except for the said Unit/Cottage herein agreed to be sold and the necessary easmentary rights pertaining thereto, all the residuary's rights in the building and the said Project shall continue to vest in the Vendor till such time as the same are not allotted, sold or otherwise transferred to any particular Association of Owners in the Scheme/ Complex as recognized by the vendor or handed over to any Municipal or Government Authorities or the Association of Apartment Owners constituted under the relevant law and recognized by the Vendor, as may be required.

c. That the Vendor hereby assures the Vendee(s) that they have absolute title with all rights, full powers and absolute authorities to grant, convey, transfer, assign and assure the said Unit/Cottage hereby conveyed, transferred, assigned and assured unto the Vendee(s) absolutely and that the said Unit/Cottage is free from all encumbrances, charges. etc.

d. That the Vendee(s) has/have satisfied with regard to the above and shall not make any further requisition or objection whatsoever.

#### **5. Vendee(s) Rights & Duties**

a. That the Vendee(s) agrees to abide by all Laws, Bye-laws, Rules and Regulations applicable to or as may be applicable from time to time, governing or relating to the said Unit/Cottage, building, complex and project and shall be responsible/liable for all defaults, violations or breaches thereof.

b. That the Vendee(s) shall not use the said Unit/Cottage or permit/allow the same to be used for purpose other than residential, or for any purpose which may or is/are likely to cause nuisance or annoyance to the occupiers of other' Unit/Cottage or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit/Cottage which may tend to cause damage to other or in any manner interfere with the use thereof or of space, passages or amenities available for common use.

c. The Vendee undertakes to proportionately pay the prescribed city development charges and/or any other charges as may be imposed demanded by the concerned authorities Vendor Government Agencies etc. for city level special infrastructure project. Further the vendee(s) undertakes to be bound by the terms and conditions as laid down/revised by the Government of Uttar Pradesh, from time to time, in respect of its Policy relating to development of Integrated Township as made applicable to the said Project even with retrospective effect and shall abide by imposition/payment of any kind of tax/levy/ octroi /charges/cess etc. that may be imposed or demanded directly in respect thereof, by the concerned Central State Government or through its agency instrumentality with respect to the said Project and or any construction therein being part of the said Project.

d. that the Vendee(s) shall keep the said Unit/Cottage in good repair at all times and shall not make any additions alterations in the said Unit/Cottage without permission from the Vendor and, or concerned authorities nor shall demolish any walls including load bearing walls or cause damage to or nuisance in the said Unit/Cottage or the said Scheme complex in any manner as may affect the safety of the structure of the buildings or of any installations. The Vendee(s) shall be liable for any losses, damages as may be caused on account of breaches.

e. That the Vendee(s) shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hoardings, hanging of clothes. etc. in the common areas as well as outer facade of the Building and shall not change the color of the outer walls or painting of exterior side of the doors and windows etc. or carry out any change in the exterior elevation of design with a view to maintain uniform aesthetics.

f. That the Vendee(s) shall be entitled to get the said Unit/Cottage transferred and mutated in its own name as owner in the revenue records or of any other concerned Authorities on the basis of this Sale Deed or its true copy without an/ further act or consent of the Vendor.

g. That if the Vendees transfer/s the said Unit/Cottage to a third party then the Vendee(s) shall have to Obtain No dues & NOC from the Vendor and that such subsequent transferee shall be bound by the terms and conditions of this Sale Deed.

h. That the Vendee(s) undertake/s to follow, observe and perform all the internal GUIDE LINES as may be made applicable by the Vendor or the Maintenance Agency or the Association from time to time.

i. That all terms and conditions of the Buyer's Agreement in respect of the said Unit/Cottage shall be deemed to have been incorporated in this Deed save and except those of the therein and conditions of the Buyers Agreement which are at variance with the terms and conditions contained in this Deed in which case same terms and conditions contained herein shall prevail.

j. That the Vendee(s) shall not make noise pollution by use of loudspeaker of otherwise and/or throw or accumulate rubbish, dust, rags, garbage or waste material, any where save and except at areas places specifically earmarked for the purposes in the said Project.

k. That the vendee(s) shall not store in the said Unit/Cottage any goods which may be combustible/ hazardous to health and obnoxious in nature.

l. in case. the said Unit/Cottage is not used and occupied by the Vendee(s) then he/she/they shall ensure that all obligations/ liabilities and responsibilities devolving upon him/has/them it under this deed are complied with by the occupier and the same are made equally binding on the occupier of the whole or any part of the said Unit/Cottage in the same way as they are binding on the Vendee(s) and these conditions shall form part and parcel of the terms and 'conditions of the agreement with the occupier. Even in case the Vendee(s) fails to impose these conditions on the occupier and, or occupier fails to adhere to such conditions, the Vendee(s) shall be liable for such violations. However, the Vendor/ Maintenance Agency reserve its rights to seek remedial measures against both Vendee(s)/ occupier of the said Unit/Cottage jointly & severally, as the case may be.

m. If any provision of existing or future law is made applicable on the said Project and any additional provisioning like that of pollution control devices, effluent treatment plant or any other thing under the law of pollution control or any other provision and any other law order is required to be made, then the cost of such additional provisioning shall be proportionately shared by the Unit/Cottage Vendee and paid. as and When demanded by the Vendor Company, within specified time.

n. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the said Unit/Cottage, it is made clear that it is on the covered area of the said Unit/Cottage to which the Vendee(s) shall have the exclusive right and the inclusion of the common areas in the computation does not confer any exclusive title thereon to the Vendee(s).

n. The Vendee(s) shall not involve the Vendor, by his conduct or otherwise, directly or indirectly in any type of litigation with any their party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Vendor, and it will be treated as dues recoverable against the said Unit/Cottage.

## **6. Maintenance**

a. That the Vendor and/or its nominee, Maintenance Agency / Society shall look after the maintenance and upkeep of the common areas and facilities in the Project and the Vendee(s) hereby agree/s to pay maintenance charges, interest free maintenance security, contribution towards sinking/ replacement fund as may be demanded by the Vendor or the Maintenance Agency. The Vendor or the Maintenance Agency / society shall be entitled to withdraw itself from maintenance activities on notice to Unit/ Cottage owners in the said Project and to handover the same to any authorities or a body Association of the Unit/Cottage Owners as recognized by the Vendors in terms of the local laws, as may be applicable.

b. That the Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the Vendor and/ or the Maintenance Agency/society, if not already executed, with regard to terms and conditions of maintenance of the said Project and shall be bound by the rules & regulations of the Maintenance Agency/ Society. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Project, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the' facilities and amenities being provided by the Maintenance Agency/society, for non belated payments thereof.

c. That the Vendee(s) shall permit the representatives of the Vendor and or of the Maintenance Agency /society from time to time and at all reasonable times to enter into upon the said Unit/Cottage in order to inspect the same and to carry out necessary repairs replacements etc

d. In addition to the Vendor's and the Maintenance Agency/ society rights of unrestricted usage of all common areas and facilities and parking spaces for providing necessary maintenance services, the Vendee(s) agree/s to permit the Vendor or

Maintenance Agency / society to enter into the said Unit/Cottage or any part thereof after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Unit/Cottage or the defects in any other Unit/Cottage above or below the said Unit/Cottage. Any refusal of the Vendee(s) to give such right to entry will be deemed to be a violation of the terms & conditions of this Sale Deed as well as the Maintenance Agreement and the Vendor shall be entitled to take such actions as it may deem fit.

e. That the Vendee(s) before transferring his Interest in the said Unit/Cottage shall obtain No Dues Certificates from the Maintenance Agency / society. The transferees of the Vendee(s)'s interest in the said Unit/Cottage shall always be bound by the provisions of the Maintenance Agreement executed by the Vendee(s).

f. That to safeguard the interest of the owners, occupants of Unit/Cottages in the said Project, the entry of outsiders to the building complex said Project may be regulated by the Maintenance Agency by engaging certain security personnel. The provision of such security services would not create any liability of any kind upon the Vendor/ Maintenance Agency for any thefts, mishap resulting at the hands of any miscreants.

g. That vendee and all other Cottage owners under the said project **Guru Kripa Kutir** are duly bound jointly or severally to get insured the purchased property & for the same requisite premium amount shall be paid by the Vendee and other Cottage owners as and when required to be paid periodically in future. In case of default of this clause Vendee and other Cottage owner shall be personally responsible for the loss and payment of dues with interest.

h. That whenever the title of the said Unit/Cottage is transferred in any manner whatsoever, the transferor and transferee shall within 30 days of transfer give notice of such transfer in writing to the concerned Authorities, the Vendor and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the said Unit/Cottage failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Unit/Cottage.

i. In the event of death of the Vendee(s) the person on whom the rights of deceased devolve shall, within 30 days of devolution give notice of such devolution to the Authorities, Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency. Authorities and/or any other Government Agency.

j. The transferee or the person, on whom the title devolves as the case may be, shall supply to the Authorities, Vendor and the Maintenance Agency certified copies of document(s) evidencing such transfer or devolution.

## 7. OTHERS

a. That the said Land under the said Project includes parcels earmarked for certain facilities like shops, recreation club etc. and the buildings constructed/ to be constructed thereon and therefore. The Vendee(s) shall have no claim to such parcels of said land in the said Project and/or the buildings thereon and these are not within the scope or purview of this Sale Deed. However, it is specially clarified that the ownership of the club, its equipments, buildings and constructions together with the rights in the land underneath shall continue to vest with the firm at all times irrespective of whether its management is done by the firm and/ or its nominee appointed for this purpose. The Allottee shall be entitled to avail the club facilities/services as per the rules and regulations of the Club.

b. That if any of the provisions of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable law and the remaining provisions of the Sale Deed shall remain valid and enforceable in accordance with the terms.

c. That at any time, with respect to the building and/or the Project in which the said Unit/Cottage is located, the Vendor being owner of the building, Project and being Grantor, may submit the said property to provisions of concerned Act, rules and regulations there under. The Vendee(s) expressly agree/s and assure/s the Vendor that the uniform computed Value of the said apartment, as may be specified by the Vendor at their sole discretion in accordance with the act, rules and regulations therefore only shall be conclusive and binding on the Vendee(s) and shall not vary and or fluctuate any point of time in future due to any subsequent sale transaction, taxation or otherwise,

d. That the said Project shall always be known as “**Guru Kripa Kutir** and the said name shall never be changed by Vendee(s) and or jointly by the Vendee(s) and owners of the other Unit/Cottages in the said Project or any Residents Welfare Association as recognized by the Vendor that may be formed at any subsequent time.

e. That in case there are joint Vendee(s), all communications shall be sent by the Vendor to the Vendee(s) whose name appears first and the communications sent to the Vendee(s) on the given address shall for all purpose be considered as served or all the Vendee(s) and no separate communication shall be necessary’ to the other named Vendee(s). That for the purpose of the communications with the Vendee(s) relating to said Unit/Cottage, the address of the Vendee(s) stands amended in the records of the Vendor and the nominated Maintenance Agency from the date of execution of this Sale Deed and all Communications henceforth shall be sent on changed address of the Vendee(s) as per this Deed. If the Vendee(s) fail/s to receive any such communications, it shall be responsibility of the Vendee(s) to get into touch with the Vendor Maintenance Agency regarding such communication.

f. That failure of either party to enforce at any time or for any period of time the provisions hereof Shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision.

g. That the use of any gender, in this Deed or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of this Deed and the same shall be read and construed accordingly as the context demands.

h. That all the Annexure and the Schedule of this Deed shall form part and parcel of this Deed.

#### SECHDULE OF PROPERTY

The Residential said Cottage No. situated at Mauja **Chatikara** Teh. & Distt. Mathura, under **Guru Kripa Kutir** having total area Land Sq. mtr Consisting

Coverd Area Sq. Mtr marked in red in the plan enclosed and bounded as under:

East -

West -

North -

South -

Dated-24-01-2024

Type-Deepak

Drafted By-Prashant harma Advocate, Mathura

Witness-

Witness-