

Office of The Sub-Registrar Zone No. I Kanpur Nagar.

1. Date of Presentation :
2. Date of Execution :
3. Sale Consideration : Rs.
4. Market Value : Rs.
5. Nature of Document : Sale deed
6. Name of Presenter/ Vendor : ACP DEVELOPERS LLP.
having its registered office at Plot no. 7
Block no. 12, having premises no.
12/474 (1), 12/474 (2) & 12/474(4),
Gwaltoli Kanpur Nagar through its
authorized signatory /Manager

PAN : ABOFA8608B

Mob. :

Aadhar No. :

7. Name of Vendee :

R/o

PAN :

Mob. No. :

Aadhar No. :

Description of Property :

1. Place : Gwaltoli Kanpur Nagar
Plot no. 7 Block no. 12 , having
municipal no. 12/474(1), 12/474(2) &
12/474(4) Gwaltoli Kanpur

2. Flat Number :

3. Covered Area of the flat :Sq. Mtrs.

4. Undivided proportionate share :Sq. Mtrs.
In land

Total land (3,983.6224 Sq. Mtrs)x sold covered area (.....Sq. Mtrs.

Total Covered area of the Building (..... Sq. Mtrs.)

5. Nature of Use : Residential
6. Nature of Construction : R.C.C.
7. Number of Stories : Multistoried
8. Width of Road : 12.19 Mtrs. wide Road
9. Year of Construction : Newly Constructed
10. Nature of use : Residential

11. Boundary of the Entire Building :

North : 9.14mt wide road
South : Nazul plot no.8 thereafter Nazul plot no. 9A & 9B
East : Nazul plot no. 10 & 12.19 mt. wide road
West : P.W.D. Colony

12. Boundary of the Flat No.

North :
South :
East :
West :

Details of Stamp duty paid :

1. Fixed circle rate of land	:	Rs.	per Sq. Meter.
2. Fixed Rate of Construction	:	Rs.	per Sq. Meter
3. Value of Land	:	Rs.	
4. 10% extra land value for two Side road	:	Rs.	
5. Value of Construction	:	Rs.	
6. 16% extra for common facilities:	:	Rs.	
7. Total value of flat	:	Rs.	
8. Sale Consideration	:	Rs.	
9. Stamp duty payable	:	Rs.	
10. Stamp duty paid by Vendee	:	Rs.	

Note : There is two side road but not park facing of premises and land is free hold Nazul Land.

THIS DEED OF SALE IS MADE AT KANPUR NAGAR

BY

ACP DEVELOPERS LLP having its registered office Plot no.-7 Block no. 12, having municipal no. 12/474 (1), 12/474 (2) & 12/474 (4) Gwaltoli Kanpur its authorized signatory /Manager Kanpur Nagar. (which expression shall unless repugnant to the subject or context mean and include its successors, members, officials, receivers, legal representative, partners, transferees and assigns etc.) hereinafter referred to as the "Vendor" the party of the one part.

In favour of

..... which expression shall mean repugnant to the subject or context or meaning thereof, be deemed to include her legal heirs, successors and assigns etc. hereinafter referred to as the "Vendee" the party of the second part.

WHEREAS Vendor is the owner of Plot no 7 Block no. 12 having municipal number 12/474 (1), 12/474 (2) & 12/474 (4) Gwaltoli Kanpur Nagar having total area 3,983.6224 Sq. Mtrs.

AND WHEREAS One Rai Bahadur Lal Kanhaiya Lal Banker and Government Treasurer Cawnpore, obtained Nazul land admeasuring three rods fifteen poles six square yards and eight square feet situated at Gwaltoli in the District of Cawnpore for the term of thirty years renewable after every period of thirty years up to a total period of ninety years vide lease deed dt. 07-05-1907 which was duly registered in the office of sub registrar Cawnpore in Book no. 1 volume no. 240 on pages 354 to 368 at document no. 628 on 07-09-1907. Lala Kanhaiya Lal constructed a house over the part of the plot of land which was allotted municipal number 12/246 Gwaltoli Kanpur.

AND WHEREAS Rai Bahadur Lala Kanhaiya Lal expired in the year 1923, leaving behind his widow, Smt. Champawati, and two sons namely Lala Ram Shankar Agarwal & Lala Gauri Shankar Agarwal. After passing of time there was some dispute arises among them and the matter was referred to the Arbitrators Sri Amba Prasad Gupta Advocate and Sri Radha Raman Shah for the partition of the movable and immovable properties of family left by Late Rai Bahadur Lala Kanhaiya Lal. The aforesaid Arbitrators given award on 13-10-1933 and the same was duly registered in the office of sub registrar Cawnpore in Book no. 1 volume no. 789 on pages 315 to 325 at document no. 2992 on 20-11-1933. And according to said award the premises no. 12/474 Gwaltoli fell in the share of Lala Ram Shankar Agarwal.

AND WHEREAS Lala Ram Shankar Agarwal sold and transferred the said property to Haji Mohd. Shafi, Haij Mohd. Rafi & Haji Mohd. Sami all sons of Haji Mohd. Sayeed through registered sale deed dt. 22-12-1934 which was duly registered in the office of sub registrar Cawnpore in Book no. 1 volume no. 860 on pages 100 to 104 at document no. 4138 on 30-12-1934.

AND WHEREAS Haji Mohd. Shafi, Haij Mohd. Rafi & Haji Mohd. Sami all sons of Haji Mohd. Sayeed sold said property to Lala Gurdas Mal Kohli, proprietor of M/s Gurdas Mal Kohli & Sons, Parmat Cawnpore vide sale deed dt. 21-03-1942 which was duly registered in the office of sub registrar Cawnpore in Book no. 1 volume no. 1206 on pages 46 to 48 at document no. 915 on 27-03-1942. Lala Gurdas Mal Kohli had a wife Smt. Maya Devi Kohli and four sons Sri Prem Kumar Kohli, Sri Krishna Kumar Kohli, Sri Goverdhan Lal Kohli and Sri Om Prakash Kohli and two daughters namely Smt. Vidyawati and Smt. Leelawati. One of the son Sri Prem Kumar Kohli had separated from his father in the year 1939 and since then he had no right, title and interest with the properties of his parents and brothers in any manner whatsoever. Likewise Smt. Vidyawati and Smt. Leelawati got married before or about in the year 1941 and they also had no concern with the properties of their parents and brothers in any manner whatsoever. In this way Smt. Maya Devi Kohli, Sri Krishna Kumar Kohli and Sri Goverdhan Lal Kohli & Sri Om Prakash Kohli became sole and absolute owners of the aforesaid property, each having $\frac{1}{4}$ undivided share. Subsequently the municipal number of said property had been changed from 12/476 to 12/474 Gwaltoli Kanpur.

AND WHEREAS Sri Krishna Kumar Kohli sold his $\frac{1}{4}$ undivided share in property bearing municipal number 12/474 built over Nazul plot no. 7 alongwith open land of plot no. 9 in Block no. 12 Gwaltoli Kanpur to his mother and brothers namely Smt. Maya Devi Kohli, Sri Goverdhan Lal Kohli and Sri Om Prakash Kohli on 13-07-1962 through registered sale deed which was duly registered in the office of sub registrar Kanpur in Book no. 1 volume no. 2201 on pages 349 to 352 at document no. 3481 with its duplicate no. 3482 on 23-07-1962. After purchasing, they also mutated their name in the record of municipal authority as well as Nazul Department as owners and lessees respectively. The lease of plot no. 7 Block-12 premises no. 12/476 new no. 12/474 Gwaltoli Kanpur renewed by governor of Uttar Pradesh in favour of Smt. Maya Devi Kohli, Sri Goverdhan Lal Kohli and Sri Om Prakash Kohli from the day of 02-10-1966 for the term of 30 years vide renewal lease dt. 27-12-1973 which was duly registered in the office of sub registrar Kanpur in Book no. 1 volume no. 2947 on pages 179 to 182 at document no. 488 with its duplicate no. 489 on 12-02-1974.

AND WHEREAS Smt. Maya Devi Kohli executed her last will on 03-01-1973 and bequeathed her $\frac{1}{3}$ undivided share in property to her two sons Sri Goverdhan Lal Kohli and Sri Om Prakash Kohli. Smt. Maya Devi Kohli expired on 31-08-1976 and as per her last will, her two sons Sri Goverdhan Lal Kohli and Sri Om Prakash Kohli became the sold and absolute owner of the aforesaid property.

AND WHEREAS a family arrangement/settlement arrived on 13-05-1987 among Sri Goverdhan Lal Kohli S/o Late Gurdas Mal Kohli as one part and Sri Om Prakash Kohli S/o Late Gurdas Mal Kohli, Smt. Satya Kohli W/o Sri Om Prakash Kohli, Sri Rajiv Kohli and Master Rahul Kohli both S/o Sri Om Prakash Kohli as second part and Smt. Savitri Kohli W/o Sri Goverdhan Lal Kohli, Smt. Sunita Malhotra W/o Sri Avinash Malhotra and daughter of Sri Goverdhan Lal Kohli, Sri Sanjay Kohli son of Sri Goverdhan Lal Kohli Sonia Kohli D/o Sri Goverdhan Lal Kohli as assuring parties regarding the family properties. As per said family settlement/ arrangement aforesaid

property fell in the share of Sri Om Prakash Kohli S/o Late Gurdas Mal Kohli, Smt. Satya Kohli W/o Sri Om Prakash Kohli, Sri Rajiv Kohli and Rahul Kohli both S/o Sri Om Prakash Kohli. Subsequently Smt. Satya Kohli & others filed a suit no. 566 of 1987 styled as Smt. Satya Kohli & others Vs Goverdhan Lal Kohli & others in the Court of Second Civil Judge Kanpur and the same was decided on 17-04-1987. In which it is confirmed that Sri Om Prakash Kohli is the owner of an area admeasuring 2071.1441 sq. mt., Smt. Satya Kohli is the owner of an area admeasuring 419.0015 sq. mt. and Sri Rajiv Kohli and Sri Rahul Kohli are the joint owners of an area 1493.476 sq. mt. of premises no. 12/474 Gwaltoli Kanpur built over Nazul Plot 07 Block no. 12 Gwaltoli Kanpur.

AND WHEREAS Governor of Uttar Pradesh executed free hold on 10-12-1997 in favour of Sri OM Prakash Kohli in respect of part of Nazul plot no. 7 Block no. 12 Gwaltoli Kanpur admeasuring 2071.1441 sq. mt. Said free hold deed was duly registered in the office of sub registrar Kanpur in Book no. 1 volume no. 1044 on pages 171 to 190 at serial no. 45 on 08-01-1998

AND WHEREAS in the same way Governor of Uttar Pradesh also executed free hold deed on 14-12-1997 in favour of Smt. Satya Kohli in respect of part of Nazul Plot no. 7 Block no. 12 Gwaltoli Kanpur admeasuring 419.0015 sq. mt. Said free hold deed was duly registered in the office of sub registrar Kanpur in Book no. 1 volume no. 1044 on pages 191 to 208 at serial no. 52 on 08-01-1998

AND WHEREAS Governor of Uttar Pradesh also executed free hold deed on 10-12-1997 in favour of Sri Rajiv Kohli and Sri Rahul Kohli in respect of part of Nazul Plot no. 7 Block no. 12 Gwaltoli Kanpur admeasuring 1493.476 sq. mt. Said free hold deed was duly registered in the office of sub registrar Kanpur in Book no. 1 volume no. 1044 on pages 209 to 224 at serial no. 40 on 08-01-1998

AND WHEREAS Sri Om Prakash Kohli executed his last will on 11-03-2006 and he expired on 28-03-2006 and after his death the will of Late Om Prakash Kohli was duly registered in the office of sub registrar Kanpur in Book no. III volume no. 207 on pages 317 to 330 at serial no. 342 on 06-12-2006. As per said will, his wife Smt. Satya Kohli and two sons namely Sri Rajiv Kohli and Sri Rahul Kohli jointly became owner of his share in the property. As such Smt. Satya Kohli, Sri Rajiv Kohli and Sri Rahul Kohli became the sole and absolute owner of premises no. 7/474 Gwaltoli constructed over part of plot no. 7 Block no. 12 Gwaltoli Kanpur

AND WHEREAS a Memorandum of Family Settlement was made and executed on 10-04-2006 among Smt. Satya Kohli, Sri Rajiv Kohli, Sri Rahul Kohli, Smt. Sushma Khosla and Smt. Mamta Khanna both D/o Late Om Prakash Kohli. By this Memorandum of Family Settlement Smt. Sushma Khosla and Smt. Mamta Khanna relinquished their ownership rights in respect of properties in the name of late Om Prakash Kohli including said property in favour of their mother and brothers. All the parties to this memorandum of family settlement have mutually decided that a permanent passage which passes through Plot no. 7 owned by late Om Prakash Kohli shall be given to the occupant of plot no. 9A & 9B forming part of premises no. 12/474 Gwaltoli Kanpur, which shall also be used for remaining part of plot no. 7. Said passage shall over remain open as a common passage for plot no. 7, 9A & 9B.

AND WHEREAS the portion of Smt. Satya Kohli allotted separate municipal number 12/474 (1), the portion of Sri Rajiv Kohli and Sri Rahul Kohli allotted separate municipal number 12/474 (2) and the portion of Late Om Prakash Kohli allotted separate municipal number 12/474 (4) Gwaltoli Kanpur

AND WHEREAS Smt. Satya Kohli W/o Late Om Prakash Kohli, Sri Rajiv Kohli and Sri Rahul Kohli both S/o Late Om Prakash Kohli enter in to agreement to sale in respect of premises no. 12/474 (1), 12/474(2) and 12/474 (4) constructed over free hold Nazul plot no. 7 Block- 12 Gwaltoli Kanpur admeasuring 3983.6224 sq.mt. with ACP Developers Pvt. Ltd on 25-09-2017 which was duly registered in the office of sub registrar Kanpur in Book no. 1 volume no. 8485 on pages 23 to 64 at serial no. 4553 on 25-09-2017. At the time of execution of agreement to sale the name of company was ACP Developers Pvt. Ltd which has been changed in to M/s ACP DEVELOPERS LLP vide Identification number AAP-1616 dt 02-05-2019. As such the sale deed is being executed in the name of M/s ACP DEVELOPERS LLP. By Smt. Satya Kohli W/o Late Om Prakash Kohli, Sri Rajiv Kohli and Sri Rahul Kohli both S/o Late Om Prakash Kohli on 04-06-2019 which was duly registered in the office of sub registrar Kanpur in Book no. 1 volume n o. 9606 on pages 87 to 156 at serial no. 4087 on 04-06-2019

AND WHEREAS vendor M/s ACP Developers LLP became absolute owner of premises no. 12/474 (1), 12/474(2) and 12/474 (4), free hold Nazul plot no. 7 Block- 12 Gwaltoli Kanpur admeasuring 3983.6224 sq.mt.

AND WHEREAS vendor raised a multistoried residential complex , having independent flats as per sanctioned lay out plan, sanctioned by Kanpur Development Authority vide permit No. 545/Bhawari/17-18 dt 06-07-2018 over premises no. 12/474 (1), 12/474(2) and 12/474 (4), free hold Nazul plot no. 7 Block- 12 Gwaltoli Kanpur admeasuring 3983.6224 sq.mt. and a flat No. situated on of said building having covered area admeasuring Sq. Mtr. standing in the aforesaid building

AND WHEREAS the vendor has applied for the registration of said Project having its registration No. and the vendor has fully competent to transfer the said flat with the provisions of Real Estate (Regulations and Development) Act 2016.

AND WHEREAS the vendor has applied for granting to completion certificate as required by the Act and three months has already passed, no objection of any kind whatsoever by the concerned authority till date therefore completion certificate deemed to be granted to the vendor.

AND WHEREAS aforesaid flat No. is in exclusive ownership of the vendor which is free from all sorts of encumbrances, charges, mortgages, securities and lispense etc. and vendor is fully entitled to transfer the aforesaid flat in any way wise or manner.

AND WHEREAS vendor in the meeting of designated partners of vendor vide Resolution dated authorized its to execute and signed sale deed/agreement/any other legal documents regarding sale of Flat No. on floor of multistoried building at Gwaltoli, Kanpur in favour of the purchaser and to complete the entire formalities of execution and registration of sale deed in respect of aforesaid flat.

AND WHEREAS the Vendee has applied to the vendor for allotment of a flat in the said multistoried complex known as and the vendor has allotted a flat No. situated on floor of said building having covered area admeasuring Sq. Mtr. With undivided proportionate share in the land admeasuring Sq. Mtrs on the terms and conditions contained in the concerned allotment letter dated (hereinafter referred to as the "Allotment letter") issued by the Vendor in favour of the Vendee to his complete satisfaction as to the covenants enumerated therein, duly acknowledged by the vendee.

AND WHEREAS the Vendee has agreed to purchase and the vendor has agreed to sell the said flat No. onfloor of said building built over premises no. 12/474 (1), 12/474(2) and 12/474 (4) ,free hold Nazul plot no. 7 Block- 12 Gwaltoli Kanpur known asmore particularly detailed and bounded as given at the top of sale deed and for better clearness delineated in the map annexed hereto, for a total sale consideration of Rs.(Rupees only) which is most reasonable and fair market price for the same , as per aforesaid allotment letter, the vendor has legal valid and subsisting right to transfer the said flat and now there is no impediment to transfer the same.

NOW THEREFORE, THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of the aforesaid understanding and in consideration of payment of sale consideration of Rs...../- (Rupees only) paid by the Vendee to the vendor, the details of which are given in the Schedule of payment at the foot of this sale deed, receipt of which the vendor hereby acknowledges and confirms and the Vendee agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions herein contained and as contained in the allotment letter, executed between the vendor and the vendee, the vendor do hereby convey and sell the flat No. situated on the floor of said building ,having covered area measuring..... Sq. Mtrs built over premises no. 12/474 (1), 12/474(2) and 12/474 (4) , free hold Nazul plot no. 7 Block- 12 Gwaltoli Kanpur measuring 3481x224 sq.mt. known as with undivided proportionate share in the land measuring..... Sq. Mtrs, more particularly detailed and bounded as given at the top of the sale deed and for better clearness delineated in the map annexed hereto the Vendee alongwith allotted one covered car parking space along with right to use all the common places, amenities, facilities as provided in the said building and all easement and appurtenance attached with the said flat forever TO and UNTO the Vendee TO HOLD and ENJOY the same peacefully without any disturbance by the vendor or any person claiming though or under it and the vendor has put the Vendee in actual physical possession of the said flat hereby sold to the vendee.
2. That the actual vacant, physical and peaceful possession of the said flat has been delivered to the Vendee simultaneously along with the execution of this deed of sale and the Vendee confirms the taking over of the actual vacant physical and peaceful possession of the said flat after satisfying himself as to the area, dimensions, construction quality, specifications, amenities, facilities etc. of the said flat.
3. That all rights title and interest of the vendor in the said flat are transferred to the Vendee absolutely and shall now vest in the Vendee hereto simultaneously along with the execution of this deed and the vendor or any person/s claiming under it will have no right, title and /or interest therein whatsoever.
4. That the Vendee shall additionally pay on demand to the seller his proportionate share of the cost for the provisions of external electrification, installation of electric sub-station, meter box, electric meter & related expenses thereon.
5. That the Vendee have examined the nature and quality of the constructions and they are fully satisfied with it. The Vendee hereinafter shall not be entitled to raise any sort of dispute or claim in respect of the nature, quality, stability

workmanship or anything or matter relating to or incidental to the construction of the said flat and the building including the common portions and amenities. It is also understood and agreed that any claim for facilities and services other than the flat will be operational at the end of the completion of entire project through every effort will be made to provide them as early as possible.

6. That if the Vendee observes any defect in the flat after taking possession of the flat, he will inform the seller of the defect in writing and the seller will remove such defect at its cost, provided the defect is not due to any misuse, changes, etc. or sub standard work undertaken by the purchaser. Further, the liability of the seller for rectification of defect will be restricted for a period of 3 months only from the date of taking possession of the flat and is subject to the approval by the architect of the seller and is limited for the removal of any inherent defect only.
7. That except for the said flat mentioned above including the super area all other independent areas shall belong to the seller and will remain its property which includes open area, basement, stores, utilities, Guard Room, Parapet walls etc. except otherwise specifically permitted to be used or sold. The Seller shall be free to sell/dispose off, use, rent for possess these areas in any manner they deem fit. However the roofs and open area may be used by the purchasers on written permission of the seller for specified limited purposes and duration.
8. That the vendor shall be entitled to make additions, raise stories or to put up additional structures, additional towers etc. as per its convenience in all the areas including rights to construct by way of permissible purchasable FAR and it shall be the sole property of the seller who shall be entitled to use or dispose off the same in any manner without interference on the part of the purchasers.
9. That it is further agreed between the parties that the open land and terrace of the building including the parapet walls shall always be the property of the seller who shall be entitled to use the said terrace including the parapet walls for all purposes including the display of advertisement and sign boards, or any other use. The purchaser hereby gives her consent to the same and agrees to it without any pre-condition financial or otherwise.
10. That the purchaser shall not make any structural changes or alternation. The purchasers are not permitted to close any verandah, , lounges, balconies, ducts etc.
11. That the purchaser shall take his own electric connection from Kanpur Electric Supply Authority and will pay for the electricity consumed for his flat.
12. That Vendee shall be authorized to get his name mutated in the relevant records of any authority/ies or wherever it be necessary in respect of the said flat and if, for the said purposes, any documentary or oral evidence or consent of the vendor shall be required, the vendor shall be ready to give such consent and Co-operation and this deed of sale itself shall ever be construed as due consent of the vendor.
13. That the Vendor, its legal representatives, directors, administrators, attorneys, assignees, etc. will upon the request and cost of the Vendee do and execute and cause to be done and executed all such acts, deeds and things necessary for more perfectly assuring the said flat hereby sold and every part thereof UNTO and TO the Vendee placing him in possession of the same as true and absolute owner/s thereof according to the true intent and meaning of these presents at the cost and expenses of the vendee.

14. That the vendor hereby assures and covenants with the Vendee that he has paid all taxes and other outgoing charges to the authorities concerned till the execution of this sale deed in respect of the said flat hereby sold and thereafter the same shall be paid by the vendee, and further agree the covenant that if any amount is claimed to be due by any one or by any authority in this respect towards the share of taxes up to the date of execution of this sale deed, the same shall be paid by the vendor.
15. That the Vendor does hereby agree and declare to indemnify the Vendee from and against all losses, cost, which they might have to sustain or incur by reason of any claim or demand made by any person or authority who-so-ever, in the said flat hereby sold or due to any defect in the title of the vendor in the said flat or any part thereof.
16. That the vendor shall obtain electric connection from KESCO and the vendor shall provide electric meter with dual lines i.e. one with direct electric line and another with Genset line. The Vendee agreed that he shall make payment on advance i.e. on pre-paid card basis for aforesaid connections and the vendor will have to provide power backup from Genset to the Vendee.
17. That it is agreed by the Vendee that if any statutory taxes and/or liabilities arise in respect of civic amenities like electric, water, sewer, drainage connections etc. then the same shall be solely paid by the Vendee to the concerned authority/ies.
18. That the Vendee undertakes that the said flat shall always be used for residential purpose only. The Vendee shall not use the said flat for any purpose whether prohibited or forbidden or not permitted under any law for time being in force or enforced by any authority or which may be illegal. The Vendee shall not carry out any commercial /professional activities nor will use the same for any other purposes which may or is likely to cause nuisance or annoyance to other occupiers or for any illegal or immoral purposes or to do or to suffer anything to be done in or about the said flat or in any manner interfere with the use of space, passage or amenities available for common use. Any change in the specified use, which is not in consonance with the sanctioned layout plan/building plan or is detrimental to the public interest will be treated as a breach of the condition entitling the vendor and/or maintenance agency to initiate and seek appropriate remedy against the Vendee for such violation.
19. That the Vendee acknowledge and agree that the vendor shall have the absolute right without any notice to the Vendee to effect and/or carry out such variations, additions, alternations, deletions and modifications in the layout /map/building plan/floor plan/structural design/specifications etc. of its said project and/or its remaining land, as the vendor may, at its sole option and discretion, consider necessary or as directed/permitted by any competent authority and/or the architect of the vendor at any time even after the lay out /map/building plan /floor plan/structural design for its said complex /building are sanctioned /revised sanctioned. Such changes shall include but shall not be limited to change in lay out/map /building plan /floor plan /structural design /specification of the said complex/buildings including apartment plans, location, preferential location, number, increase or decrease

in number of floors, /apartments/building etc. Further, the vendor shall be entitled to construct additional floors /additional spaces/additional building and to avail full FAR/additional FAR as may be sanctioned and permitted by the competent authority/ies from time to time. The vendor shall also have the right to make additions or put up additional structures in/upon the said land/buildings/apartments or anywhere in the said complex as may be permitted/sanctioned by the competent authority/ies and such additional structures/constructions shall be the sole property of the vendor and the vendor shall be entitled to sell/mortgage /dispose off in any manner whatsoever the such additional structures/constructions etc. The vendor shall also be entitled to lay down, connect and use all water lines, sewer lines, drainage lines, power lines, (HT/LT lines & transformers etc.) and all other services and to use common areas and facilities for such additional constructions which may be raised by the vendor in future from time to time. The Vendee shall have no objection whatsoever for such rights of the vendor. However, the residential said flat hereby sold to the Vendee through this sale deed will not be altered.

20. That any change of revision in the layout plan shall subsequently be sanctioned and approved by the Karpur Development Authority, and the final layout plan duly sanctioned and approved shall be deemed to supersede the previous layout plan without affecting the interest of the vendee.
21. That the Vendee or any occupier /resident of the said flat will park his vehicle only in the appropriate parking space which has allotted and transferred to the Vendee with the abovement flat and the Vendee shall be entitled to use the common area and other amenities & facilities provided at the said complex for the resident thereof. It is agreed and made clear that no construction or obstruction of any type shall be made on the common area of the said premises by the Vendee. The Vendee shall not be entitled to encroach and keep anything on the common places intended for common use in the said complex nor will park any car or any vehicles, etc. on the common places.
22. That the Vendee shall not any time damage or demolish or cause to be damaged or demolished or make or cause to be made any change or demolition in the flat hereby demised which might prejudicially effect the safety, security or beauty of the building in which the flat hereby demised is situated and the Vendee shall not be entitled to make any hole or opening in the common wall of the said flat.
23. That it is proposed by the Seller to form an Association of owners as per provisions of law and the maintenance of the entire complex will subsequently be transferred to the association at a time deemed fit by the seller which will be done through exchange of letters between the seller and the Association and the Purchaser agrees to the same and also agrees to pay the monthly charges as demanded by the association/society.
24. That after the possession of flat and before delegation of authority to the association to maintain the flat, the intervening period will be controlled maintained and administered by the seller or its permitted assign(s) at a charge on the basis of super build up area to be determined from time to time and it has been agreed by the purchaser to pay every month in time the maintenance charges as imposed by the Seller or its permitted assign(s) whether they are occupying the flat or not and whether they have taken the possession of the flat or not after the offer of possession has been given by the seller.

25. That in order to maintain the common services and common facilities of the said building and township, the vendor shall form and constitute a society /association or any maintenance agency in any form for the smooth management, supervision and maintenance of the said building complex and all the common facilities etc. of the said building known as and hand over the maintenance of the said complex to a maintenance agency or any society, association etc. and the Vendee do hereby agree and covenant with the vendor that they shall become member of the Association of flat owners /maintenance agency to be formed later on and the Vendee shall sign all required paper and documents and make all payments and do all acts and things as may be necessary for the aforesaid purpose and would be bound by the provisions of the bye-laws of the association/maintenance agency. It is further agreed by the Vendee that till the legal formation of the society/association/maintenance agency Vendee shall pay proportionate amount which may be demanded from time to time by the vendor towards maintenance charges of the said building, common areas and common facilities etc. in case of default in payment thereof the common facilities, common services shall be withdrawn and same will be recovered within fifteen days by giving a notice and thereafter an interest of 2% per month will be charged in which the Vendee shall have no objection and the Vendee hereby covenant with the vendor that they will comply with all the terms and conditions of the said agreement.
26. That the association/society /maintenance agency will be responsible to maintain the common areas and facilities.
27. That the association/society /maintenance agency shall have the right to levy proportionate service/maintenance charges on all flat owners including the Vendee to meet its expenses on the upkeep, running and maintenance of all the common areas and facilities as may be fixed by the vendor and /or society /association/maintenance agency and/or revised from time to time.
28. That subject to the prior intimation and NOC of the vendor and/or maintenance agency /society/association, the Vendee shall be entitled to sell and transfer the aforesaid flat as owner thereof.
29. That the Vendee hereby covenant with the vendor that they shall comply with and carry out from time to time, all such requirements, requisitions, demands and repairs as per the rules and regulations or directives of Kanpur Development Authority/Kanpur Nagar Nigam /Kanpur Jal Sansthan /Government or any other competent authority in respect of the said flat at his cost and the Vendee shall keep the vendor indemnified /secured and harmless against all cost and consequences and all damages arising on account of non compliance with said requirement, requisitions, demands. etc.
30. That the Vendee hereby agree and understand that, except the said flat hereby sold through this sale deed, all other areas facilities and amenities are specifically excluded from the scope of this deed and exclusively and absolutely belonging to the vendor. However the Vendee shall be entitled to use all common facilities and amenities as provided in the said building subject to the provisions and restrictions given hereby above on this deed. The Vendee shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such areas, facilities and amenities.

31. That the Vendee hereby undertakes to pay directly to the Central Govt. /U.P. Government /Local Authority or the Kanpur Development Authority or Kanpur Nagar Nigam or Kanpur Jal Kal etc. existing or to be imposed in future all rates, taxes, charges and assessments of every description including cess etc. which are now or may at any time hereafter be assessed, charged or imposed upon the said flat, from time to time and at all times from the date of execution of this deed of sale of the said flat by the vendor.
32. That, if any provision of the existing and future laws, guidelines, directions etc. of any Government or the competent Authority/ies made applicable to the said flat/said project requiring the vendor to provide any improvement in the existing infrastructure, services, pollution contrail devices, effluent treatment plant etc. in the said project then the cost of such additional devices, equipments etc. shall also be borne and paid by the Vendee in proportion to the land area of said flat to the total land area of said building.
33. That the Vendee shall not make any kind of pollution whether noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said building; save and except at areas/places specifically earmarked for these purposes in the said complex.
34. That the vendor and/or maintenance agency and his representatives employee etc. shall be permitted at all reasonable times to enter into and upon the said flat for any purpose in connection with the obligations and rights under this deed of sale. The Vendor agrees to give notice of the provisions of this clause to the tenant/occupant. A copy. Similarly the Vendor also agree to allow various government, semi government agencies to enter the premises to carry out their various activities which they are responsible.
35. That the person or persons to whom the Devotion or the transfer or the case may be shall provide to the vendor and the maintenance agency the copies of document(s) evidencing the transfer or devolution.
36. That the said complex shall always be known as "SRISHTI KALPRAS...", and this name shall never be changed or modified at any point of time by the flat /plot /villa purchaser /Vendee or any body else.
37. That the Vendee agree and undertake that he shall not display name, address, signboard, advertisement or publicity material, bill boards, hoardings or advertisement etc. in his said flat. The Vendee however, shall be permitted to place his name board at the entrance to his said building only at the designated place specified for this purpose.
38. That the top roof of the said building shall be the exclusive property of the vendor and the Vendee shall be entitled to use the said roof /terrace commonly with all other flat owners of the said building as and when required.
39. That the Vendee shall get his complete address registered with the vendor and it shall be his responsibility to inform the vendor by registered AD letter /speed post about change, if in his address. The address given in the sale deed shall be deemed to be the registered address of the Vendee until the same shall be changed in the manner aforesaid and in case of joint Vendee, all communication shall be sent by the vendor to the Vendee whose name appears first and at the address given by them shall for all purpose be considered as served on all the Vendee and no separate communication shall be necessary to the other named vendee. All letters, receipts and or notices issued by the vendor or its nominee and dispatched under registered AD/ Speed post /Courier /by hand service to the last known address of the Vendee shall be

sufficient proof of receipt of the same by the Vendee and which shall fully and effectually discharge the vendor// association /society.

40. That the stamp duty, registration fee and all other incidental charges, required for execution and registration of this deed of sale have been borne by the Vendee alone.

IN WITNESS WHEREOF the parties hereto with their own free will after taking ice from their respective will wishers and advisors without any influence or coercion have put their respective signatures and left thumb' impression on this deed of sale in a state of health and sound mind after fully reading and understanding the contents hereof in the presence of witnesses on the day, month and year first above written.

SCHEDULE OF PAYMENT OF SALE CONSIDERATION

Rs.

Sd/Vendor

through authorized Signatory

Sd/Vendee

Witness No. 1

Witness No. 2

Witness No. 1

Witness No. 2

Mobile No.
Aadhar No. :

Mobile No. :
Aadhar No. :

Drafted by me and Printed in my office

(KUSUMLATA SHARMA)
Advocate