



Sale Deed

- | | | |
|-------------------------------------|---------|--|
| 1. Type of Land | : | Residential |
| 2. Ward & Tehsil | : | Sadar Tehsil, Agra |
| 3. Place & District | : | Unnati Awas Yojna, Ganpati Smart City,
Mauza Babarpur Mustkil, Bainpur Road,
Sikandra, Tehsil & District Agra (U.P.) |
| 4. Circle Rate | : | . |
| 5. Property Details | : | |
| 6. Unit of Measurement | : | Sq. Mtr. |
| 7. Area of Property | : | |
| 8. Road | : | Common Corridor |
| 9. Other Details | : | NIL |
| 10. Type of Property | : | |
| 11. Super Built up Area | : | |
| 12. Related to Co-operative Society | : | No |
| 13. Transaction Value | : | Rs. |
| 14. Government Value | : | Rs. |
| 15. Boundaries | : | |
| | East : | |
| | West : | |
| | North : | |
| | South : | |

Number of First Party (1)

Details of VENDOR- GANPATI INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (GIDCO)

PAN- AAECG6731F

CIN No.- U70102UP2012PLC049767

Having its Registered Office at 31/472-C-1, Ganesh Plaza, First Floor, Sultanganj Crossing, Bypass Road, Agra through Director Shri Anil Agarwal S/o Late Shri S.N. Agarwal R/o 31/472-C-1, Ganesh Plaza, First Floor, Sultanganj Crossing, Bypass Road, Agra.

Occupation- Business

Number of Second Party (1)**Details of VENDEE-****Mobile No.****PAN****Occupation**Value of the Shop/Office
(As per sale deed) :Market Value of the Shop/Office
(As per circle rate) :

Stamp Duty Paid :

Circle Rate Commercial Construction : Rs.

Place : **Unnati Awas Yojna, Ganpati Smart City,
Mauza Babarpur Mustkil, Bainpur Road,
Sikandra, Tehsil & District Agra (U.P.)****Commercial rate considered as per the rate list issued by the District Magistrate, Agra & mentioned to the Office of the Sub Registrar I, Agra on Page No 52, Sr No 308, Part – II, Format – II.**THIS **SALE DEED** is made and entered on theday of at Teshil & District Agra, Uttar Pradesh.**BY****M/s GANPATI INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (GIDCO)** having its Registered Office at **31/472-C-1, Ganesh Plaza, First Floor, Sultanganj Crossing, Bypass Road, Agra** through its Director **Shri Anil Agarwal S/o Late Shri S.N. Agarwal R/o 31/472-C-1, Ganesh Plaza, First Floor, Sultanganj Crossing, Bypass Road, Agra** (hereinafter referred to as the **"VENDOR"**) of the First Part;**IN FAVOUR OF**.....
..... (hereinafter referred to as the **"VENDEE"**)

which term wherever the context permits shall mean & include their heirs, successors, assigns, legal representatives, executors & administrators etc) of the Second Part;

The **VENDOR** or the **first Party**, and the **VENDEE** or the **Second party** shall individually be referred to as the respective **Party** and collectively as the **"Parties"**.

WHEREAS:

The **VENDOR** is the absolute owner in peaceful possession and enjoyment of the converted land property situated at “**Unnati Awas Yojna, Ganpati Smart City**” **Mauza-Babarpur Mustkil, Bainpur Road, Sikandra, Tehsil & District Agra (U.P.) Khasra Nos. 8 to 14, 16 to 26, 42 to 53, 56, 1/5, 1/4 & 6/2** under License No. 4554/72-C/SAY/2015-16 of 2015-16 dated 09-09-2015 on the land as per the terms and conditions of the “Samajwadi Awas Yojna” prescribed by Housing and Urban Planning Department, Government of Uttar Pradesh vide Notification No. 73/2965/EIGHT-1-14-34/MEETING/2014 dated 12-12-2014; Government Order No. 74/3492/08-1-14-34/MEETING/2014 dated 12.12.2014 after examination by Government of Uttar Pradesh approved on 29.06.2016 and 09.09.2016 hereinafter referred to as **SCHEDULED PROPERTY**.

Whereas the **VENDOR** acquired the Scheduled Property as per the terms of Absolute Sale Deed dated 27.09.2010 vide registered as Document No. 4858 in Book No. 1, Jild No. 7096 on pages 171 to 206 with the Sub-Registrar I, Agra and Absolute Sale Deed dated 28.07.2010 vide registered as Document No. 3814 in Book No. 1, Jild No. 7025 on pages 381 to 472 with the Sub-Registrar I, Agra and Absolute Sale Deed dated 07.10.2013 vide registered as Document No. 5563 in Book No. 1, Jild No. 8548 on pages 1 to 82 with the Sub-Registrar I, Agra and Absolute Sale Deed dated 24.09.2014 vide registered as Document No. 3028 in Book No. 1, Jild No. 9354 on pages 183 to 208 Absolute Sale Deed dated 16.11.2010 vide registered as Document No. 5555 in Book No. 1, Jild No. 7146 on pages 75 to 128 with the Sub-Registrar I, Agra and Absolute Sale Deed dated 22.07.2008 vide registered as Document No. 2919 in Book No. 1, Jild No. 6273 on pages 221 to 244 with the Sub-Registrar I, Agra on with the Sub-Registrar I, Agra Hence, the **VENDOR** herein acquired absolute right title interest and is fully seized of the scheduled property and that their title to the scheduled property is good, marketable subsisting and other than them no one else has any right, title, interest over the scheduled property.

(Hereinafter individually referred to as the “**Sale deed**” and collectively referred to as the “**Sale deeds**”) Land transferred through **Sale Deed** as at (a) above is hereinafter referred to as Owner of land

- (i) The **VENDOR** is developing the **Land** in an integrated manner as per plans approved by **ADA**, including related facilities, Residential units (estate homes, town homes, villas, apartments etc.), Commercial units (restaurants, offices, shops, clubs), Institutions, and services like access roads, water supply, sewerage & drainage systems, electricity cable network etc and their connectivity to the individual properties.
- (ii) The **VENDOR** is inter-alia, developing various types of residential units in Land as per the Layout Plans approved by Agra Development Authority Agra vide **Letter Nos. 03/BFS/Samajwadi/16-17; Dated: 30.01.2017 & 08/BFS/Samajwadi/16-17; Dated: 30.01.2017**
- (iii) Based on the information provided by the **VENDEE** in the application form for

provisional allotment at a commercial unit, and upon the **VENDEE** agreeing to abide by the Standard Terms & Conditions, the **VENDOR** had allotted to him/her the **Commercial Office/Shop No. on Floor in double storied building** as described in the Schedule of Property.

- (iv) Pursuant to the payment of Sale Consideration by the **VENDEE** to the **VENDOR** has agreed to transfer the rights, good marketable title and interest in the **Demised Premises** to the **VENDEE** for the unexpired portion of respective Sale Deeds, and the **VENDEE** has agreed to acquire the same on the terms and conditions mentioned herein.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That having received from the **VENDEE** the Sale Consideration of Rs. (**Rs. Only**) through account payee cheque/RTGS bearing the number, dated: received in advance. The **VENDOR** hereby transfers and conveys to the **VENDEE** the **Demised Premises** as described hereinafter in the Schedule of Property and as per **Location & Building plan** attached as **Annexure-1** together with the rights, easements and appurtenances on the **VENDEE** agreeing to observe and perform the terms and conditions mentioned herein.
2. That the vacant physical possession of the **Demised Premises** has already been given by the **VENDOR** to the **VENDEE**.

3. VENDOR COVENANTS WITH THE VENDEE AS UNDER:

- 3.1 That the **VENDOR** is entitled to transfer and convey its rights, title and interest in the **Demised Premises** and that the **Demised Premises** is free from all encumbrances.

- 3.2 For the purposes of this Deed:

“Common Area” means area under the entrance/ exit/ drive ways, common staircases, lift lobbies, circulation area, lift/plumbing/ electrical shafts on each floor, passages, corridors, lobbies, pump room, blower room, service floor, service/maintenance areas, refuge areas, stilts, canopy, covered porch, common pantries, mumty, machine room, meter room, electric sub-station, common toilets, underground water tank(s), overhead water tank(s) etc, and other common use areas within the building(s) for a particular sub-project.

“Common Areas & Facilities” shall include the land on which the building for the **Demised Premises** is situated, Common Area, common services such as internal roads, parks, gardens, walking areas, any other open areas within the subject Land of the sub-project.

“Covered Area” means exclusive area of the **Demised Premises** including (a) total area under the periphery walls, columns, balconies, cupboards, shafts (if any) at each floor and (b) area of exclusive open-to- sky terraces (if any) and walls common with other premises adjoining the **Demised Premises**.

“Independent Areas” means the areas within the Subject Land which are not included in the Common Areas and the Limited Common Areas and may be dealt with by the **VENDOR** without any interference of any commercial shop or office owner/**VENDEE**.

“Limited Common Areas” means areas under those Common Areas and Facilities which are designated writing by **the VENDOR** as reserved for use of certain shop(s) or office(s) to the exclusion of the other shop/office.

“Plan” means and includes the layout plan for construction and development at **Unnati Awas Yojna, Ganpati Smart City**, the location plan of the Subject land, building plan of the building in which the **Demised Premises** is situated and the Unit plan of the **Demised Premises**.

“Shared Areas & Facilities” means the colony level areas and facilities within **Unnati Awas Yojna, Ganpati Smart City** including roads, parks, gardens, play grounds, sitting areas, jogging tracks, strolling parks, pathways, worship places, firefighting services, designated parking areas for visitors, plantations, and trees, landscaping, sewerage lines, drainage, water lines/ mains, STP, Power receiving sub- station(s), DG electrical substation(s), water storage, filtration & distribution system etc., outside the area of any residential, commercial, institutional or recreational sub-project within **Unnati Awas Yojna, Ganpati Smart City**.

“Subject Land” means the land pocket in **Unnati Awas Yojna, Ganpati Smart City** on which a particular residential, commercial, institutional or recreational sub-project is located.

“Super Area” means the total of the Covered Area of the **Demised Premises** and the proportionate share of the Common Area.

3.3 That notwithstanding that a portion of the Common Area has been considered for the purpose of calculation of the **Super Area** of the **Demised Premises**, it is specifically agreed that any area inside the **Demised Premises** is being conveyed to the **VENDEE** on the terms herein and the **VENDEE** shall not have any exclusive ownership, interest, right or title in the **Common Area & Facilities** in any manner whatsoever except the right of use. Similarly, the parking/storage slot(s), reserved for line **Demised Premises** shall not convey any ownership, interest, right or title on the said parking/ storage slot(s) in any manner except the right of use to **VENDEE**.

4. THE VENDEE COVENANTS WITH THE VENDOR AS UNDER

4.1 The maintenance of **Shared Areas & Facilities and Common Areas & Facilities** shall be carried out by the **VENDOR/Designated Maintenance Agency**

("DMA"). The **VENDEE** shall pay the maintenance charges for **Shared Areas & Facilities and Common Areas & Facilities** as per the terms and conditions of the Maintenance Agreement executed between the **VENDEE** and the **VENDOR/DMA** and the **VENDEE** shall abide by the terms and conditions of the Maintenance Agreement.

- 4.2 That the **VENDEE** shall abide by the terms and conditions of the **Sale Deed** and all laws as may be applicable to the **Demised Premises** including inter-alia all regulations, bye-laws, directions and guidelines of **ADA** and other relevant authorities.
- 4.3 That taxes, dues, demands, charges, duties etc, if any, levied or levy-able in respect of the **Demised Premises** by the Government and/or other local authorities shall be payable by the **VENDEE** with effect from the date of imposition. The **VENDOR**/the **Designated Maintenance Agency** shall be entitled to collect the said taxes, dues, demands, charges, duties etc, from the **VENDEE**. Such taxes, dues, demands, charges, duties etc. shall be payable by the **VENDEE** on pro-rata basis if the **Demised Premises** is not assessed separately.
- 4.4 That the **VENDEE** shall not demolish or cause to demolish any structure of the **Demised Premises** or any portion of the same and shall also not make or cause to make any additions or alterations of any nature whatsoever in the same or in any part thereof without prior written permission from the **VENDOR** and/or **ADA**. The **VENDEE** shall not alter the building envelope design, elevations and color scheme of the external façade of the **Demised Premises** in any manner whatsoever.
- 4.5 That the **VENDEE** shall observe, perform and abide by all the rules, guidelines, by whatsoever name called, as may be specified by the **VENDOR/Designated Maintenance Agency** from time to time for maintaining the façade of buildings, security, ambience, outlook, safety etc., in relation to the **Unnati Awas Yojna, Ganpati Smart City** and/or the **Demised Premises**. The **VENDEE** shall ensure that his/her co-allottee(s) and/or any of his/her guest(s)/visitors or any tenant/occupier of the **Demised Premises** shall also abide by the said rules, guidelines etc.
- 4.6 That the **VENDEE** shall not remove any walls of the **Demised Premises** including load bearing walls and all the walls/structures of the same, wherever applicable. These shall always remain common between the **VENDEE** and Owners of the adjacent Commercial Units.
- 4.7 That the **Demised Premises** shall comprise of the structure constructed as per the Building Plan and, subject to the terms of the **Sale Deed** and to the extent permitted by it, the proportionate, undivided, indivisible and impartibly right and interest in the portion of **Sale Land** underneath, as demarcated in the Building Plan. The said interest in the portion of **Sale Land** underneath, so demarcated, not being alienable/transferable separately and always remaining

attached to the **Demised Premises** and being a part of the **Demised Premises**.

- 4.8 That the **VENDOR** or the **DMA** shall be entitled to access the **Demised Premises** of such time as is fixed by the **VENDOR** or the **DMA** for the purpose of carrying out general repair and service of any **Common Area & Facilities** and related equipment including but not restricted to pipes , cables, drains etc. passing through the walls, flooring and ceiling of the **Demised Premises** and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the **VENDOR** or the **DMA** shall endeavor to restore the walls/ floor of the **Demised Premises** in the same condition in which they were earlier, after carrying out the repair and/ or service work as early as reasonably possible.

5 REPRESENTATIONS AND WARRANTIES OF THE VENDEE

- 5.1 That the **VENDEE**, prior to the execution of this **Sale deed**, had applied to the **VENDOR** for allotment of the **Demised Premises** after satisfying and understanding about the implications of the restrictions, covenants etc, mentioned in the **Sale Deed** as well as other rules, regulations, bye laws, directions etc, applicable to the **Sale Land** and the **Demised Premises**
- 5.2 That the **VENDEE** has inspected the site, the **Development plans**, ownership records, the **Sale Deed** and other documents relating to the title and all other details of the **demised Premises**, which the **VENDEE** considers relevant and has satisfied himself/herself about the right, title and capacity of the **VENDOR** to deal with the **Demised Premises** and the **freehold land** and has understood all the limitations and obligations thereof.
- 5.3 That the **VENDEE** has all the necessary power, authority and capacity to bind himself/herself to the **Sale deed**, and to perform his/her obligations herein.
- 5.4 That the **VENDEE** understands and acknowledges that the **VENDOR** shall be entitled to construct and/or install such other building and/or carry out such other development on the **Sale Land** as may be considered appropriate by the **VENDOR**, at its sole discretion, or pursuant to the requirements of relevant authority.
- 5.5 That the **VENDEE** has reviewed the **Development plans** and has been made aware of and accepts that the **Development Plans** may not be final in all aspects and that there may be variations, deletions, additions, alteration made either by the **VENDOR** at its sole discretion, or pursuant to requirements of relevant authority.
- 5.6 That nothing herein shall be construed to provide the **VENDEE** with the right to prevent **VENDOR** from:
- 5.6.1 constructing or continuing with the construction of the other building(s), Estate Homes/villas/Townhomes/Apartments/commercial shops/offices or

other structures in the area adjoining the building in which the **Demised Premises** is situated;

- 5.6.2 putting up additional constructions, residential, commercial or of any other kind at **Unnati Awas Yojna, Ganpati Smart City**;
- 5.6.3 amending/altering the **Development Plans**.
- 5.7 That the **VENDEE** shall, at his own cost, keep the **Demised Premises** in good and livable state and maintain the same in a fit and proper condition.
- 5.8 That in case the **VENDEE** allows the use and/ or occupation of the **Demised Premises** by a person other than the **VENDEE**, the **VENDEE** shall ensure that all obligations, liabilities and responsibilities devolving upon him/her under this **Sale Deed** shall be complied with by the new occupier as part and parcel of the terms and conditions of the agreements of the **Sale Deed** with the said new occupier.
- 5.9 That the **VENDEE** shall sign all such applications, papers and documents and do all such acts, deeds and things as the **VENDOR** may be reasonably require for safeguarding the interest of the **VENDEE** and/or the **VENDOR**, as the case may be.
- 5.10 That the **VENDEE** agrees to be bound by and fully abide by the covenants in the Sale deed that applies to it as a transferee of the **Demised Premises** and to comply/to ensure compliance with all requirements of applicable law in this regard.
- 5.11 The **VENDEE** understands that the **VENDOR** had declared same part of the area in the sub-project in which the **Demised Premises** is situated, as **Independent Area** and the **VENDOR** shall be entitled to sell or deal with the same independently to any person without the interference of the **VENDEE** or any other commercial shop/office owner.

6 INDEMNITY BY THE VENDEE:

- 6.1 That the **VENDEE** undertakes to comply with all the covenants, representations, warranties and undertakings herein, and keep the **VENDOR**, its employees, representatives, agents etc, harmless and indemnified against all claims, actions, suits, proceedings as may be brought by the **VENDEE**/his or her co-inhabitants/his or her guests or any person and all losses, damages, penalties, judgments, attorney fee, amounts paid in settlement and expenses etc., as may be suffered by the **VENDOR** on account of any admission by the **VENDEE** in this regard.
- 6.2 That the **VENDEE** undertakes to observe and perform all the terms and conditions contained herein including the terms and conditions of **Sale Deed**, and to keep the **VENDOR**, its employees, representatives, agents etc,

indemnified against all claims, actions, suits, proceedings, costs, losses, damages, penalties, judgments, attorney fee, amounts paid in settlement and expenses relating to or arising out of;

- 6.2.1 any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the **VENDEE** herein;
- 6.2.2 any other conduct by the **VENDEE** or any of its employees, representatives, agents etc. as a result of which, in whole or in part, the **VENDOR** or any of its representatives are made a party to, or otherwise incur any loss or damage pursuant to any action, suit, claim or proceedings arising out of or relating to such conduct;
- 6.2.3 any action undertaken by the **VENDEE**, or any failure by the **VENDEE** to act when such action or failure to act is a breach of the terms and conditions herein;
- 6.2.4 any action or proceedings taken against the **VENDOR** in connection with any contravention or alleged contravention by the **VENDEE**.
- 6.3 That in case of any breach/default of the terms and conditions of this **Sale Deed** by the **VENDEE**, the **VENDOR** may, at its sole discretion, issue a written notice calling upon the **VENDEE** to rectify the breach/default within such period as may be prescribed under the said notice. The **VENDEE**, immediately upon notice of such breach/default, shall be under obligation to rectify/remove the breach/default within the said cure period and inform the **VENDOR** of such rectification or removal of breach/default by a written notice failing which the **VENDEE** shall be liable for all consequences that may follow because of such breach/default of the **VENDEE**.
- 6.4 That in case the breach/default of the terms and conditions of this **Sale Deed** is not cured or rectified by the **VENDEE** within the stipulated period, the **VENDOR** shall have the right to re-enter the **Demised Premises** after determining the **Sale Deed**. On re-entry of the **Demised Premises**, if it is occupied by any structure built unauthorized by the **VENDEE**, the **VENDOR** will remove the same at the expense and cost of the **VENDEE**.
- 6.5 That the **VENDEE** agrees that since **Unnati Awas Yojna, Ganpati Smart City** contains premises and buildings occupied by other persons whose rights would be adversely affected and/or the credibility of the **VENDOR** and marketability of its properties of **Unnati Awas Yojna, Ganpati Smart City** would be adversely affected if the acts mentioned in **Schedule-A** herein are done or not done, as the case may be, the **VENDEE** hereby agrees to do or not to do, as the case may be, the acts set forth in **Schedule – A**.

7 MISCELLANEOUS

- 7.1 That the **VENDEE** is and shall always remain liable to pay and bear all expenses

towards the cost of stamp duty, registration and other legal and incidental expenses for the execution and registration of this **Sale Deed**.

- 7.2 That all notices to be served as contemplated herein shall be deemed to have been duly served on the **VENDEE** by the **VENDOR** if sent by Registered Post at the address of the **VENDEE** specified hereinabove or at the **Demised Premises** or at such address as may be notified by the **VENDEE** to the **VENDOR** and acknowledged by the **VENDOR**. It shall be the responsibility of the **VENDEE** to inform the **VENDOR** by a Registered Post about all subsequent changes, if any, in his/her address, failing which all communications and letters posted at the first registered address or the **Demised Premises** will be deemed to have been received by him/her.
- 7.3 That in the event there are joint **VENDEEs**, all communications and notices shall be sent by the **VENDOR** to the **first VENDEE** at the address specified hereinabove or at the **Demised Premises** or at such address as may be notified by the **VENDEE** to the **VENDOR** and acknowledged by the **VENDOR**, which shall for all purposes be considered as served on all the **VENDEE** and no separate communication shall be necessary to the other named **VENDEE**.
- 7.4 That all notices and communications, required to be sent, by the **VENDEE** to the **VENDOR** shall be sent by the **VENDEE** to the registered office of the **VENDOR** as specified hereinabove or at such address as may be notified by the **VENDOR** to the **VENDEE**. In case of joint **VENDEE**, all such notices and communications shall be jointly signed by all the **VENDEEs**.
- 7.5 That the **VENDEE** or the subsequent **VENDEE**, as the case may be shall not alienate, transfer or in any manner dispose off his interest, rights in the **Demised Premises** without a Transfer Permission from the **VENDOR** in such form as may be required by the **VENDOR** as the case may be. **VENDOR**, as the case may be, may give consent on such terms and conditions including those relating to payment of any other applicable charges for permitting such transfer on payment of all the taxes, dues, demands, charges, duties etc. payable by the **VENDEE**.
- 7.6 That except as provided in the Standard Terms and Conditions of allotment this **Sale Deed** constitutes the entire terms and conditions with respect to the transfer of the **Demised Premises** to the **VENDEE** and supersedes all prior discussions and arrangements whether written or oral, if any, between the **VENDOR** and the **VENDEE** relating to the **Demised Premises**, provided that in the event of inconsistency between the Standard Terms and Conditions and this **Sale Deed**, the provisions of this **Sale Deed** shall prevail.
- 7.7 That this **Sale Deed** shall be construed and interpreted in accordance with and governed by the laws of Union of India. The Court at AGRA (U.P) and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this **Sale Deed**.

- 7.8 That if any provision or any part of the provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
- 7.9 The **VENDEE** shall ensure that all obligations, liabilities and responsibilities devolving upon the **VENDEE** under this **Sale Deed** shall be complied with by the subsequent **VENDEE** in respect of the **Demised Premises** and the **VENDEE** shall bring all obligations, liabilities and responsibilities to the notice of such subsequent **VENDEE** of the **Demised Premises** who will subsequently be bound by the terms of this **Sale Deed**.

SCHEDULE-A

The **VENDEE** agrees that since the Land contains premises and buildings occupied by other Persons whose rights would be adversely affected and/or the credibility of the **VENDOR** and marketability of its properties at **Unnati Awas Yojna, Ganpati Smart City** would be adversely affected if the acts mentioned herein below are done or not done, as the case may be, the **VENDEE** hereby agrees to do or not to do the following acts;

1. That the **VENDEE** shall not use the Said **Office/Shop** or permit the same to be used for purposes other than commercial, or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other **Office(s)/Shop(s)** in the said Complex or for any illegal or immoral purpose and shall not do or suffer anything to be done in or about the said **Office/Shop** which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use.
2. The **VENDEE** shall pay the applicable taxes and levies for carrying out its business from the Said **Office/Shop** and shall obtain all applicable licenses and permits with respect thereto at its own costs and expenses.
3. That the **VENDEE** shall be liable to pay property tax and all other rates, taxes, charges, assessments, levies by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the Said **Office/Shop** irrespective of the fact that the **VENDEE** has not been enjoying the benefit of the Said **Office/Shop**. Till the Said **Office/Shop** is individually assessed to property tax or any other charges as aforesaid by the authorities the **VENDEE** shall be liable to pay to the **VENDOR** on demand, such taxes, charges whether levied now or in future on the buildings of the said SCHEME, proportionate to the area of the Said **Office/Shop**.
4. That the **VENDEE** shall be entitled to get the Said **Office/Shop** transferred and mutated in its own name as owner in the revenue records or of any other concerned authority on the basis of this **Sale Deed** or its true copy

without any further act or consent of the **VENDOR** at his own cost and expenses. However, if the **VENDEE** transfers the Said **Office/Shop** to a third party then the transferee shall be bound by the terms and conditions of this **Sale Deed**.

5. 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 this **Sale Deed** shall remain valid and enforceable to the fullest extent permitted by applicable law.
6. That after execution of this **Sale Deed**, no dispute, claim or differences relating to the registration, booking and allotment including but not limited to the area, location, development and in all such matter as are instruments to these and are likely to effect the mutual rights interest, privileges and claim of the **VENDOR**, would be entertained. In the event of any dispute arising with regard to terms and condition of this **Sale Deed** the same shall be referred to the sole arbitration of the **VENDOR** under the provision of Arbitration & Conciliation Act 1996 including any statutory modification/amendment thereof. The proceeding shall be conducted in English language and the venue of arbitration shall be Agra (U.P.). The award of the arbitrator shall be final and binding on both the parties. The court of Agra alone shall have the jurisdiction in all matter arising out of this **Sale Deed**.
7. Without prior written permission from the **VENDOR**, not to erect or permit to be erected any tends, trailers, shacks, tanks temporary or accessory buildings or structures.
8. Without prior written permission from the **VENDOR** not to fix or place to the exterior of the **Demised Premises**, any aerial, antenna, antenna poles/ masts, citizen/ amateur band antenna.
9. Not to do anything or maintain in or outside the **Demised Premises** or the common areas, anything which may become unsightly or a nuisance at **Unnati Awas Yojna, Ganpati Smart City**. In the event of a dispute, the decision of Head of Operations of **Unnati Awas Yojna, Ganpati Smart City** shall be final & binding.
10. Not to display any signage to the public view on or outside the **Demised Premises**, except one Sign Board at the main entrance in such colour & of dimensions as may be prescribed by the **VENDOR** from time to time.
11. Not to permit growth or maintenance of any weeds or other unsightly growth upon any Commercial Unit and not to place or allow to be placed in public view in the **Demised Premises** or outside, any refuse or unsightly object.

12. To maintain or cause to be maintained, the **Demised Premises**, structures thereon, improvements, appurtenances, etc, in a safe, clean, orderly, painted and attractive condition to ensure that all lawns and landscaped areas are maintained in a neat & orderly condition.
13. Without prior written permission of the **VENDOR**, not to erect, maintain or use on the **Demised Premises** or common area(s), any basketball board or other similar recreational equipment, either permanent or temporary.
14. Without prior written permission of the **VENDOR**, not to permanently enclose or convert to other use any driveways, parking lots, etc.
15. Without Prior written permission of the **VENDOR** and the applicable Governmental Authorities, not to cut down or remove a living tree. If any such tree is cut down, destroyed or removed, the same shall be replaced by a similar tree at the cost and expense of the **VENDEE**.
16. Not to keep or permit keeping at the driveway area of the **Demised Premises** any trash, garbage or other waste materials, to ensure that all waste shall be kept in garbage bins, which shall be kept in a neat condition & screened from public view. The garbage bins may not be placed outside the driveway area of any Residential/Commercial/Institutional Unit except for a reasonable period for the garbage pickup to be accomplished. To ensure that all trash, garbage & their containers are animal proof.
17. Not to rise, breed or keep in the **Demised Premises** any animal, livestock or poultry of any kind, except normal domesticated household pets such as dogs or cats. To ensure that the pets are leashed at all times while on any area outside the **Demised Premises**. Pets shall not be permitted on such areas as may be notified from time to time. Each pet owner shall be responsible for the removal & disposal of their pet's body waste. Any pet, which becomes a reasonable source of annoyance to other occupants at the **Unnati Awas Yojna, Ganpati Smart City**, may be ordered to be removed by the **VENDOR** and the **VENDEE** confirms that he/she shall have no objection to such removal. No reptiles, amphibians or livestock may be kept in or any **Demised Premises**.
18. To ensure that all utility lines & wirings, including but not limited to, electrical lines, cable television lines, telephone lines, water & sewerage located within the **Demised Premises** shall be located underground/sub-surface or in a shaft
19. No commercial unit may be split or subdivided in any manner by the **VENDEE**, and any sale/transfer by the **VENDEE** must include the entire lot.
20. The **VENDEE** agrees that the **VENDOR** may at its sole and absolute discretion alter, waive or modify any of the foregoing and other restrictions so long as their substantial character is maintained.

SCHEDULE OF THE SAID OFFICE/SHOP

The Commercial **Office/Shop** bearing No. on Floor in **Double Storied building** admeasuring 300 **Square feet equivalent to 27.87 Square Meter** as shown in the attached map, situated on Floor in **Double Storied building** in the said commercial complex known as **“Unnati Awas Yojna, Ganpati Smart City”, Mauza Babarpur Mustkil, Bainpur Road, Sikandra, Tehsil & District Agra (U.P.)** along with proportionate, undivided, importable share and interest in the land underneath the building in which the said **Office/Shop** is located, and in the common areas and facilities provided in the building/complex.

BOUNDED AS UNDER

East :

West :

North :

South :

That as per the circle rate Commercial Construction - Rs. 39,000/- per Square Meter, purchasing cost of the Office - Rs. and Government value of the Office/Shop – Rs. The stamp duty payable **@ 7%** on Rs. is Rs. Total Stamp – Rs. being paid on the **Sale Deed**.

IN WITNESS WHEREOF the Parties have executed this **Sale Deed** at the place, day, month and year as first above written in the presence of the following witnesses at Agra on this day of

Drafted by Vijender Kumar Baghel Advocate Sadar Tehsil Agra Sadar Tehsil Agra.

**For GANPATI INFRASTRUCTURE DEVELOPMENT
COMPANY LIMITED (GIDCO)**

(—————)

VENDOR

(—————)

VENDEE(s)

WITNESSES

1.

2.s