

**OM SHREE GANESHAYA NAMAH:****General information relating to Transaction and Property sold**

1. Classification of Land: Residential
2. Ward: -----, Agra.
3. Mohalla/village: ----- Agra
4. Details of Property: One Residential ----- situated at -----Floor of  
"Tower No. ----- of Agra.
5. Unit of measurements: Square Meters
6. Area of Property/Residential Unit:
  - & Carpet Area: -----
  - & Covered Area: -----
  - & Super Area: ----- Square Meter / ----- Square Feet
7. Status of Road (according to valuation list): ----- Meter Wide Road.
8. Other details (9 Meters wide road/corner, others): Not applicable
9. Classification of property: Single storied Residential Unit
10. Status: Residential Unit
11. Valuation of trees: Not applicable
12. Boring/well/others: Not applicable
13. Area of Residential Unit:
  - & Carpet Area: -----
  - & Covered Area: -----
  - & Super Area: -----

14. Total land area of project: -----
15. Total area of super construction of the project: -----
16. Impartial land area of Residential Unit: -----
17. Year of construction: -----
18. Is belongs to Co-operative Housing Society: Not applicable
19. Sale consideration: Rupees -----/= (Rupees -----) only.
20. Local rate of land (fixed by Collector of Agra): Rupees -----/=per sq. mts. (As per circle rate for Sub-Registrar-3<sup>rd</sup> on Pg. No-----for property on Road more than ----- meter wide)
21. Market value for stamp duty as per rate list: Rupees -----/= (Rupees ----- only)
22. Paid stamp duty: Rupees -----/= only. (after taking maximum reduction of Rs. - -----/- of female purchaser) (Paid by the Vendee)
23. Boundaries of the Residential Unit :

East:	-----
West:	-----
North:	-----
South:	-----

**CONVEYANCE DEED**

This **Conveyance Deed** (“**Deed**”) is made on this ----- day of -----, 2018 at Agra by and between:

**VENDOR:**

1. M/s Swami Nirman Private Limited (PAN: -----) (a Indian Company duly incorporated and registered under the Companies Act No. 1 of 1956, bearing incorporation identity certificate No----- year ----  
----- Dated ----- duly issued by Shri Har Lal, ROC of Uttar Pradesh and Uttaranchal, Kanpur) having its Registered office at C-1, Taj Nagari Phase-II, Taj Ganj, Agra, herein represented and acting through its duly appointed attorney and authorized director cum representative and signatory Shri -----  
----- (AADHAR: -----) (Phone: -----) son of Shri -----  
----- resident of -----, Agra duly appointed and authorized in duly sanctioned resolution of Board of Directors dated ----- which is still in force, Profession: Business. (Hereinafter referred to as “Vendor”, which expression shall, unless repugnant to the context, be deemed to mean and include it’s all share-holders, beneficiaries, representatives, nominees, successors and assigns).

**AND**

**VENDEE**

1. Smt. ----- Daughter of Shri ----- Wife of Shri. Ved -----  
----- resident of -----, Shahaganj-----, Agra,  
Profession: ----- (PAN: -----) (AADHAR NO: -----  
-----) (Phone -----)
2. Shri ----- Gupta Son of Shri ----- resident of -----  
-----, Agra, Profession: ----- (PAN: -----)  
(AADHAR NO: -----) (Phone: -----)  
(Hereinafter referred to as “**Vendee**” which expression shall unless it is repugnant be  
deemed to mean and include, his / her / their respective heirs, executors,  
administrators, assigns, legal representatives and successors)  
[Both Vendor and the Vendee are hereinafter individually referred to as “**Party**” and  
collectively referred to as “**Parties**”. In this Deed, any references to the masculine,  
the feminine and the neuter shall include each other.]

#### WHEREAS

1. Vendor is the lawful owner of and in possession of ----- square meters of  
land of Plot No. C-1, more particularly described in Schedule ‘A’ to this Deed  
 (“**Schedule ‘A’ Property**”).
2. The Vendor is constructing many towers in its scheme; out of them in First phase  
towers No. -----, -----and -----are ready with essential facilities. Second and  
Third phases are under construction. Therefore a temporary fencing has been  
constructed in between towers of first phase and other phases of the said scheme. Due  
to above reason general common facilities of all towers may become useable after  
some time.

3. The Vendor, vide Residential Unit Buyer's Agreement Dated ----- ("Residential Unit Buyer's Agreement"), provisionally allotted Residential Unit No. -----, shown in the annexed Map by colour RED, admeasuring ----- square feet / ----- square meters as Super Area (having Covered Area, including balconies, of ----- square meters and out of it Carpet Area, of the unit- ----- square meters (----- square meters as per RERA) and balcony area- ----- square meters, Total ----- square meters only) in Tower ----- (-----) of First Phase of the Project, as more particularly described in **Schedule-B** to this Deed ("Residential Unit").
4. The Vendee is satisfied with the right, title and interest of the Vendor in respect of the said project and its said Residential Unit and all materials, designs, constructions, area, heights of flat and facilities of allotted Residential Unit and entire project and is satisfied that the Residential Unit has been constructed and developed in accordance with the agreed drawings, designs, specifications etc. and the revisions thereof.
5. The Vendor after receiving the payment of the total consideration stipulated herein from the Vendee, has agreed to transfer all rights and liabilities in respect of the Residential Unit to the Vendee. The Vendee understands that apart from the rights created under this Deed in respect of the Residential Unit, the Vendee shall have no right, title or interest in any other portion of the Schedule 'A' Property.
6. On the terms and conditions of this deed, the Vendor has agreed to execute this Deed for conveying the Residential Unit for the consideration stipulated herein, free from all encumbrances and with rights attached to such property and the Vendee has agreed to purchase the Residential Unit from the Vendor.

**NOW THIS DEED WITNESSETH AS UNDER:****1. SALE**

The sale consideration for the Residential Unit as agreed between the Parties is Rupees ----- /= (Rupees -----) only. Taxes inclusive as received amount as mutually discussed and final in terms of the Residential Unit Buyer's Agreement and in consideration of the payment made by the Vendee and received by the Vendor, as mentioned in herein below, the receipt whereof the Vendor admits and acknowledges, the Vendor hereby grants, conveys and transfers on ownership basis unto the Vendee, the Residential Unit, together with all right of ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the residential Unit and all the right, title and interest unto or upon the Residential Unit, free from all encumbrances. The details of payment made by the Vendee to the Vendor are as follows:

Cheque / RTGS / NEFT / DD / TDS	Date	Amount	Bank Name & Branch
-----	-----	-----	-----
-----	-----	----- /=	-----
-----	-----	----- /=	-----
-----	-----	----- /=	-----
-----	-----	----- /=	-----
-----	-----	----- /=	-----

Total— -----/= (-----) only.

**\* The above mentioned payment is received and credited in the account of the Vendor.  
Subject to realization of Cheque(s) / DD(s) / PO(s), IF PENDING ANY.**

**2. ASSURANCES**

The Vendor hereby assures to the Vendee that it has good title and absolute authority to grant, convey and transfer the Residential Unit by way of absolute sale and that it shall be lawful for the Vendee for all times hereinafter to enter into and upon the Residential Unit and hold and enjoy the same and every part thereof with every right whatsoever without any interruption, disturbance, claim or demand from the Vendor, however subject to the terms, conditions, stipulations and restrictions contained in this Deed, standard maintenance agreement executed between the Vendee and maintenance agency nominated by Vendor dated -----.

**3. TITLE DEEDS**

The Vendee confirms that he has verified all the documents of title pertaining to the Schedule 'A' Property and the Vendee has purchased the Residential Unit being satisfied with the Vendor's right, title and interest. Both Vendor and Vendee acknowledge and agree that all the terms and conditions, covenants and obligations, as contained in or referred to in the Residential Unit Buyer's Agreement and this Deed in respect of the Residential Unit shall ensure to the benefit of, and be binding upon the Vendor and the Vendee in all respects. The Vendee agrees that as the original title deeds of Schedule 'A' Property is common to all the land comprised therein, including the Residential Unit, the Vendor shall be entitled to retain the same.

**4. PROPERTY TAXES**

All taxes including but not limited to wealth tax, property tax, house tax, rates, cesses, levies in respect of the Residential Unit shall be payable and be paid by the Vendee, with effect from the date of execution of this conveyance deed. Vendee further acknowledges and agrees that till such time, each Residential Unit and penthouse in the Project is/are not separately assessed for taxes, it shall be liable to pay to the Vendor, the above-mentioned taxes, cesses, levies and charges in proportion of the super area of the Residential Unit and in proportion to its share in the common areas and amenities, as determined by the Vendor and / or such departments. The Vendee agrees that any default by him in making such payments in time would constitute a lien on the Residential Unit.

All dues of above-mentioned taxes, charges inclusive maintenance charges will and shall have first charge upon the sold Residential Unit.

**5. POSSESSION**

1. The Vendor has delivered and put the Vendee in constructive possession of the Residential Unit, shown in the annexed Map by colour RED and the Vendee with full satisfaction has received possession and put his / her / their locks on the main door of the Residential Unit.



2. The Vendee hereby declares and confirms that it has no claims against the Vendor in relation to the Residential Unit and/or the development of Project whatsoever, (including but not limited to area of the Residential Unit-the same has been physically verified by him, quality of work, installations etc.). The Vendee further confirms that the Vendor has complied with all its obligations under the Residential Unit Buyer's Agreement to the satisfaction of the Vendee and hereby fully and completely discharges the Vendor from all its obligations under the Residential Unit Buyer's Agreement. After satisfying him / her about the constructions designs, facilities etc. material, Residential Unit's area, i.e., Residential Unit's carpet area, its covered area and super area, the Vendee is voluntarily ready to purchase the said Residential Unit.

**6. MAINTENANCE**

1. The maintenance of the Project complex and the common areas comprised therein shall be undertaken by a maintenance agency nominated / appointed by the Vendor. The maintenance agency shall always be appointed by the Vendor. The Vendee undertakes to abide by all the terms and conditions of the maintenance agreement executed by it for upkeep and maintenance of the Project complex and common areas.
2. The Vendee shall be liable to pay to the Vendor or its nominated maintenance agency, the *pro-rata* charges as may be determined by the Vendor or its nominated maintenance agency for maintaining various common areas, services and facilities in the Project. All such charges shall be payable and be paid by the Vendee to the Vendor or its nominated maintenance agency, periodically as and when demanded and shall be final and binding on the Vendee. The Vendee acknowledges and agrees that presently “\_\_\_\_\_” has been appointed to provide the maintenance services in the Project, which will render the maintenance services and collect payments thereof from the owners/residents of the Residential Units and collect payments thereof.

3. The club house and pool etc. shall be maintained by the Vendor or maintenance agency specifically. The Vendee and other residents of Shanker Greens can use them with prior permission with advances of pre-paid entry fees only. Mass entries/booking will be permitted with settled terms and conditions as laid down by the Vendor or maintenance agency on discount basis. The Vendee shall indemnify the Vendor, Maintenance agency against any action, damages or loss due to misuse and mishappenings in or around the pool for which the Vendee / occupant shall be solely responsible. The Vendee may use the pool at his / her sole risk. The Vendee shall also ensure reasonable safety distance of infants, children or anyone else not knowing swimming to maintain a reasonable safety distance from the pool for his / her safety. The Vendor shall in no way responsible for any loss or mis-happening that may occur in the pool.
4. The Vendee acknowledges that an individual Pre-paid meter has been installed in each Residential Unit for recording, calculation and collection / payment of the electricity, power back-up and maintenance charges (on their own cost and expenses) or for any other regular charge as may be decided upon by the maintenance agency and all payments for electricity, water, power back-up and maintenances charges shall be made through prepaid mode only. Of the payment made for recharging the pre-paid meter, first the maintenance charges shall be deducted and then the balance amount shall be used for electricity and power back up or any other regular charge etc.

5. The Vendee further agrees that if in future any other appointed maintenance agency requires the Vendee to execute a maintenance agreement with such maintenance agency, the Vendee shall execute and abide by the terms and conditions of such maintenance agreement. The Vendee understands that the Vendee shall be entitled to the maintenance services, including use of common areas and facilities and supply of electricity and water, subject to the timely payment of the maintenance charges. In case, Vendee fails to timely pay the maintenance charges, then the Vendee shall not be entitled to use the maintenance services, including common area and facilities and the supply of electricity and water.
6. The Vendor may subsequently, upon completion of the Project or as and when he wishes to, transfer the maintenance work of the Project to an association of Residential Unit owners (“**Association**”) comprising of residents and other members. The Vendee undertakes to become a member of the Association and shall continue to pay the maintenance charges as determined by the Association from the date the maintenance work is taken over by such Association. The Vendee agrees that till the completion of the Project or as and when he wishes to, the Project shall be maintained by the Vendor directly or through another entity appointed by him. Upon completion of the Project, in case it is proposed by the Vendor to transfer the maintenance work of the Project to another maintenance agency, the same shall be done through proper documentation with the Vendor being a party to same.

7. The Vendee agrees that after the execution of this conveyance deed, as and when, any plant and machinery within the Project, including but not limited to DG sets, electric sub stations, pumps, fire- fighting-equipment, panels, shaft doors, STP, water treatment plant, elevators, water supply pumps and any other plants/equipment of capital nature etc., require replacement, Common area lighting, Elevation lights, boom barriers, VDPs, Video Access Devices, fire fighting pumps, swimming pool equipments and pumps, CCTV cameras, transformers, up gradation, periodic repairs, additions etc., the cost thereof shall be contributed by the Vendee on *pro-rata* basis in proportion to its share in total Super Area of all the Residential Units in the Project. The Vendee agrees that the Vendor or the appointed maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc., including its timing and cost.
8. The Vendee agrees that he / she / they shall always be responsible for the internal maintenance of the Residential Unit, including its repairs and insurance. The Vendee further agrees to keep the Residential Unit, including the walls partitions, sewers, drains, pipes, electrical wirings with fittings and appurtenance thereto in good and tenantable condition, in particular so as to support, shelter and protect the parts of the Residential Unit building. The Vendee further agrees to abide by all laws, bye-laws, rules and regulations of the every government authority, including but not limited to municipal corporations and local bodies and shall attend, answer and be responsible for all violation or breach of any laws, bye-laws, rules and regulations.
9. All projections including open / covered balconies, parapets, windows, ventilators and their fittings, air conditioners and outdoor units, etc. shall be maintained by the Vendee only.

10. Without prejudice to the obligations of the Vendee contained under Clause 6.8 above, the Vendee further agrees to permit the Vendor / Maintenance Agency/Association, (as the case may be), and their surveyors and agents, with or without workmen, and others, at all reasonable times to enter into and upon Residential Unit, or any part thereof to view and examine its state and condition and to make good all defects, decays and repairs, which the Vendee has failed to make good in spite of service of a notice in writing by the Vendor / Maintenance Agency / Association in this behalf, and also for repairing of any part of the Building and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition, all service drain, pipes, cables, water courses, gutters, wires, parts, structures of other convenience belonging to or serving or used for the Residential Unit and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.
11. The Vendee agrees that a general watch and ward arrangement is proposed to be provided in the Project complex. Accordingly, the maintenance agency shall have the right to restrict the free or direct entry in the Project complex or individual tower lobby. The Vendee agrees that provision of such a watch and ward service would not, under any circumstances, create any liability of any kind upon the Vendor / maintenance agency for any mishap caused by any miscreant.
12. The Vendee is bound to be a member of Resident Welfare Association. On the execution of this conveyance deed, the Vendee shall become a deemed member of the R. W. A. of -----, as and when it is formed.

13. Without written permission / no – objection letter of the vendor and RWA, the Vendee cannot let out his unit to any person / stranger for any purpose. If allowed, then a copy of their lease agreement shall be submitted by the vendee which will be maintained by the Vendor a/ RWA for security and other legal purposes. For security purposes, the Vendor or RWA can refuse to issue such permission.
14. The Vendee at the time of sale / transfer of so purchased Residential Unit, shall be always bound to pay all dues/balances of the R.W.A., maintenance agency and other concerning departments including the Vendor and thereafter shall obtain Transfer/No Objection Certificate from the RWA, Maintenance agency and the Vendor. The Vendee agrees and undertakes that it shall not sale / transfer the Residential Unit or any right there in without obtaining a no dues certificate from the Maintenance Agency, Vendor & R.W.A. also in respect of the Residential Unit. Without doing so the said called transfer of the said Residential Unit by the Vendee to anybody, shall deemed to be as null and void and the Vendor will have absolute right and authority to get the Residential Unit vacated from the Vendee and its transferee, without paying any damages, costs etc.

#### **7. NATURE OF RIGHTS**

Without prejudice to any other rights and obligations of the Vendee under any other part of this Deed, the Vendee agrees that he shall be entitled to certain rights and be liable to comply with and adhere to certain restrictions and obligations, as detailed in following clauses to this Deed.

1. This Deed is executed in its entirety for the Residential Unit of which Vendor has received full consideration. The Vendor makes it abundantly clear to the Vendee that the Vendee shall be entitled to the ownership rights and rights of usage only as given below: -

- i. The Vendor and its all authorized persons, like service team etc., will be permitted to visit the sold residential unit for the purposes of maintenance and upkeep by the Vendee/resident of the sold unit in day hours or as required.
- ii. The Vendee shall have the general and specific right of residence only in respect of the Residential Unit which is hereby sold to the Vendee.
- iii. The Vendee shall use / permit to use the sold residential unit for residential purpose only. (No commercial activities shall be permitted in the unit).
- iv. The places for outdoor unit of air conditioners are fixed and properly located. The Vendee cannot change locations of air conditioners.
- v. The Vendee shall be entitled to an undivided / impartial interest in the common areas and facilities within the Project Complex earmarked for common use of all the residents in the Project and all such parts/ areas in the Project which the Vendee shall use by sharing with other occupants of the Project including boundary walls of the Project Complex, entrance lobby, central courtyard, driveways, driver's / common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks & pump room, electric sub-station, DG set room, fan rooms, Laundromat, maintenance offices/ stores, security/ fire control rooms, landscape areas, STP, water treatment plant and architectural features etc. As the share of Vendee in the common areas and facilities is undivided and cannot be separated, the Vendee is and shall be obliged to use the common areas and facilities harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

- vi. All land described under **Schedule “A”** (except the general commonly used areas and facilities within Project earmarked for common use), any other facility or amenity as provided at the sole option and sole discretion of the Vendor (or as may be provided in accordance with the direction of any competent authority), including but not limited to coffee Shop, convenient stores, stores, stilt areas, office space, roof space, shops, club, community center, triple height foyers etc. are excluded from the scope of this Deed.
- vii. First party possess the exclusive right to sell/lease the independent areas without any requirement or any consent from second part/ other apartment owners/ RWA/ any other entity. This was already shared in the past and the second party had already agreed to the same. Such independent area includes- Stores, Convenient shops, Coffee shops, Stilt spaces on ground floor, terraces (not being used for common facilities).
- viii. The Vendor has absolute right and authority to use, sell, lease, transfer by way of partnership, assign etc. to any other one with specific clauses as be decided by the Vendor. The Vendor reserves the right to publicize / advertise the spaces of the project at its sole discretion. The Terrace rights (wherever available) shall remain with Vendor only and the same may be used at his sole discretion. Vendee shall have no objections to the same.
- ix. All open terrace floors and top roof spaces and other places, which are not permitted to use to the vendee, will and shall be use and occupation of the vendor only, who can use, occupy, develop in any form, sell, lease etc. as think proper.



- x. All three phases of the project have common service plans. This planning has been done according to density of the project. After completion of all -----, -- -----and -----Phases, all common services will be connected for the entire project. Common services includes but not limited to electricity supply, water supply, STP, Generators, Water treatment plant, Fire Fighting System, total basement floors, parking areas, Main gate, parks, club, side set-backs areas, guard rooms, security systems, gas pipe lines, driveway, parks etc., whatever decided by the Vendor in the interest of its project.
- 2. The Residential Unit is not partition able (divisible). The Vendee agrees not to try and partition or divide it. The Residential Unit shall not be sold or transferred in part or as undivided interest, but only as one whole (single) unit.
- 3. The car parking space and club membership and all other inclusions to /with the Residential Unit will always go along with the ownership of the Residential Unit.
- 4. The club membership shall be available to the vendee / residents only. The charges towards usage of the specified facilities shall be paid extra / separately by the Vendee as per the norms decided and bills raised by the maintenance agency. In case of transfer of the Residential Unit by the Vendee, the transferee shall be required to pay the charges towards usage of specified facilities of the club as per prevailing norms at the time of the transfer.

5. The basement(s) and service areas, if any, as may be located within the Residential Unit building / Project complex, as the case may be, shall be earmarked by the Vendor to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per building plans. The Vendee(s) shall not be permitted to use the services areas at the basements in any manner whatsoever and the same shall be reserved for use by the Vendor and/or the maintenance agency and its employees for rendering maintenance services.
6. The Vendee shall not:
  - i. Use the Residential Unit for any purpose other than for residential purpose; or
  - ii. Use the Residential Unit for the activities, which are or are likely to be of nuisance, annoyance or disturbance to other occupants or are against law or any directive of the government or maintenance agency.
  - iii. Use the Residential Unit for any commercial or illegal or immoral purpose; or
  - iv. Do or cause anything to be done in or around the Residential Unit which tends to cause interference to any adjacent unit(s) / building(s) or in any manner interfere with the use of roads or amenities available for common use. The Vendee shall indemnify the Vendor against any action, damages or loss due to misuse for which the Vendee / occupant shall be solely responsible. The Vendee shall be liable to pay damages for loss caused by it to the Residential Unit building, common areas and property or other residents in the Project resulting due its own acts and omissions.

- v. The parking spaces provided by the Vendor in the basement, are not for common use of the apartment owners of this complex. Each apartment owner shall have the right of exclusive user (to the exclusion of the other apartment owner) of only that parking space, which is specified and earmarked by the Vendor for him at his discretion and rest of the parking spaces would be used by other apartment owners to whom such right of use is specified/ given by the Vendor. This condition has already been clearly explained to the buyers of the complex before entering into any transaction with them and they have consented to it. The vendee shall have exclusive right of use of only ----- park shall have no right to use /park their vehicles in any other parking anywhere else including the basement, stilt and open parking.
- vi. The vendee cannot use open parking spaces to park their vehicles. These open parking spaces can be used by guests, emergency services vehicles etc. Parking of vehicles of guest will be permitted for half an hour only otherwise chargeable as 'parking charge' by the Vendor or maintenance agency. This permission will not be more than 8 hours/day. After 8 P.M. till 8 A. M. no vehicle will be permitted to park of any type in open parking space without written consent from Vendee/maintenance along with charges as defined by the them. The Vendor/ maintenance agency reserves the right to tow out any such vehicles parked without their written consent outside of the complex as the sole risk of the owner of such vehicle.

7. The Vendee shall not put up any name or sign board, neon sign, publicity or advertising material etc. on the external facade of the building or anywhere on the exterior of the building or common areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design of the Residential Unit. The Residential Unit number plate and its location will be fixed by the Vendor and shall not be changed to any other design. No advertisement or other signage shall be permitted at any place. The Vendee shall not put up any grill, railing or other fixtures in the Residential Unit so as to affect, modify, alter or redesign the façade of the Residential Unit. The air conditioner and specifically its outdoor unit and route of piping and electrical conduit etc. and coolers shall be put and installed only at the specified and designated places.
8. In addition to the maintenance agency's right to unrestricted usage of all common areas and facilities for providing necessary maintenance services, the Vendee agrees to permit the maintenance agency to enter into the Residential Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Residential Unit or the defects in the Residential Unit above or below the said Residential Unit.
9. The Vendor shall be entitled to put up its name, logo and name of the Project in form of sign board, neon sign, or in any other manner whether permanent or temporary on the external facade of the Project building or anywhere on the exterior of the building or common areas. The Vendee shall not, either directly or indirectly, through the Association or the Maintenance Agency, remove any name mark or logo put up by the Vendor.

10. The Vendee shall let out said Residential Unit to any tenant / licensee for use and occupancy only with prior written intimation to the Vendor / RWA / maintenance agency, The Vendee shall be responsible and answerable for all acts, doings of the said tenant/ occupant / licensee user and responsible to pay all damages made by the acts/actions of the said called tenant/ occupant / licensee.

**8. RIGHTS AND OBLIGATIONS OF THE VENDEE**

1. The Vendor has no objection, if the mutation is sanctioned in favour of the Vendee and if the ownership of the Residential Unit is transferred in any government or non-government record in the name of Vendee.
2. The Vendee shall not put up any grill, railing or other fixtures in the Residential Unit so as to affect, modify, alter or redesign the facade of the Residential Unit/Project. The Vendee shall not cover the balconies in a manner which is against the general look and color scheme of the Project. Despite the same, any modifications to the balconies (including covering and uncovering) shall be solely at the risk and cost of the Vendee. The Vendee, if does so, shall indemnify the Vendor:
  - i. for any damages caused to the Project or the Project building and / or
  - ii. For any liabilities imposed upon the Vendor as a result of any proceedings initiated against the Vendor by any statutory or government authority, on account of any modifications (including covering and uncovering) done by the Vendee to the balconies in the Residential Unit.

3. The Vendee(s) shall, after taking possession be solely responsible to maintain the Residential Unit at the Vendee's cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Residential Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Governmental Authority or change or alter or make additions to the Residential Unit and keep the Residential Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
4. The Vendee(s) shall not store any hazardous or combustible goods in the Residential Unit or place any heavy material in the common passages or staircase of the Building. The Vendee(s) shall also not remove any wall, including the outer and load bearing wall of the Residential Unit. The Vendee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
5. The Vendee shall not make any additions or alterations in the Residential Unit, so as to cause blockage or interruption in the common areas and facilities within the Project. The Vendee shall not place any heavy material in the common passages or staircase of the Building or cause any obstruction in the common areas.
6. The Vendee shall use the Car parking space strictly for parking purpose only. The parking space would not be used for dumping wastes / unused things and would be kept clean and tidy. The Vendee shall make no alteration / partition / covering of any portion of the parking space(s) allocated along with the Residential Unit.

7. In the event of Vendee being a non-resident Indian, foreign national of Indian origin, or any other person or entity, which attracts the provisions relating to foreign exchange laws or rules, regulations, circulars or notifications issued by Reserve Bank of India, the Vendee in such event shall be solely responsible and answerable for compliance with such laws, rules, regulations, circulars, notifications, etc.
8. In case, the Vendee has taken a loan from any bank/ financial institution, this Deed shall be handed over to such lending bank/financial institution, if so required by it. In no case the Vendor will be liable or questionable to the Bank or any financial institute etc. in all cases.
9. The Vendee undertakes that it shall not do any commercial activity in the Residential Unit, including but not limited to doctor's clinics, chartered accountant's office, lawyers chambers, offices, boutiques, beauty parlors, tuition classes, hobby classes, etc.

**9. NO RIGHT TO OBSTRUCT DEVELOPMENT/SALE BY THE VENDOR**

1. The Vendee agrees that he shall have no right, at any time whatsoever, to obstruct or hinder the development of the project or sale of any other Residential Units or property falling under of the Schedule A Property and/or in the remaining areas of the Project to any other purchaser.
2. The Vendee further agrees that the Vendor shall be entitled to continue with construction of any building in other portions of the Schedule 'A' Property, and the Vendee shall have no right at any time whatsoever to obstruct or hinder the development or construction or modification of such other buildings or any part of the Schedule 'A' Property.

**10. APPLICABILITY**

The Residential Unit Buyers' Agreement and this Deed shall together constitute documents of title to the Residential Unit for the Vendee and in the event of any inconsistency in terms, conditions, covenants, rights and obligations of the Parties detailed in these two documents, the terms, conditions, covenants, rights and obligations mentioned in this Deed shall prevail over the Residential Unit Buyer's Agreement. However, to the extent there is no inconsistency, the Residential Unit Buyer's Agreement and this Deed shall all form part of one transaction between the Parties and shall collectively define the rights and obligations of the Parties. The Maintenance Agency agreement as executed between the Vendee and the maintenance agency appointed by the Vendor shall define the duties and obligations of the Vendee to occupy / use the Residential Unit and the common areas and services of the project.

**11. STAMP DUTY & REGISTRATION FEE**

1. Collector of Agra on ----- for Sub-Registrar ----- for the purpose of stamp duty according to the provisions of Rule 4(I) of U.P. Stamp Rules 1997 has declared Local rate for land, residential constructions as follows:
  - Land rate according to valuation list part no. 2 proposal no. 4 for Land situated on Road more than ----- meter wide at page ----- is Rupees -----/=per square meter for land.



- Rate for Multi-story RCC: Rupees -----/=per square meter.
- Estimation of market value according to Rule 10 of said valuation list:-

Details:	Area in square meter:	Rate:	Value:
Super Area of Unit	-----	-----/=	-----/=
Share in Land	-----	-----/=	-----/=
Total:			-----/=

- Stamp duty of Rupees -----/= (after taking maximum reduction of Rs. -----/- of female purchaser) has been paid upon this deed according to the provisions of Section 2[10] read with Section 27 & Article 23(a) of Schedule 1-B of Indian Stamp Act, 1899 at the rate of 5% + 2% = 7% of Sale Consideration value of Rupees -----/=only.
- The stamp duty and rest all charges alike registration fee etc. payable on this Deed and if any further stamp duty or registration fee, levies, interests etc. is demanded by any competent government authority under whatever proceedings, the same shall only be borne by the Vendee only. The Vendor shall have no liability in respect thereof.
- This original sale deed will be kept by the Vendee and its duplicate / true copy/Musanna, shall be handed over to the Vendor for their records and legal purposes.

**12. GENERAL**

1. If at any time it comes to the knowledge that any provision of this Deed is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as it is inconsistent with the applicable laws and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms. The so voidable or unenforceable provision will be rectified/amended by the Vendor.
2. The Vendee agrees and confirms that all the obligations arising under this Deed in respect of the Residential Unit and the common areas and amenities shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Residential Unit, as the said obligations go with the Residential Unit for all intents and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the performance in this regard.

3. This Deed, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with laws of India. The courts in Agra, Uttar Pradesh alone shall have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Deed.
4. The Vendor is promoter and developer of a group housing project in the name of ----- which is being executed in three phases to facilitate smooth working. The development of the project is in accordance and as per guidelines of -----, Agra, subject to the changes for betterment of the project and its all purchasers. A map has been sanctioned on ----- by -----, Agra. With due consultations and keeping up the regulations of -----, Agra, some required changes have been made for the constructions of the project. Meanwhile, the Vendee has approached with the intention to purchase the aforementioned unit.

The Vendee has been duly informed about the improvements, changes, additions, alterations etc. in the sanctioned plan and scheme, and the same have been accepted by the Vendee and he/she gave his/her due consent in all regards. A revised map for phase ----- and ----- has been sanctioned with required changes on ----- by --- ----- . The Vendor will get phase -----revised with necessary changes to which the Vendee has given his/her due consent without any objection. After full satisfaction of the Vendee with maps, constructions, details, facts, etc., this sale deed is being executed.

**SCHEDULE 'A'**

**[Description of entire land under the Project]**

Approximately area of ----- square meters of land of Plot No. ----- situated at ----- Agra, allotted to the Vendor by -----, Agra.

Details of Title Deeds are as follows:

1. An area of ----- square meters duly purchased vide Sale Deed dated ----- Registered on ----- as Document No----- of Book No. ----- in Volume No----- on Pages ----- to ----- at the Office of Sub-Registrar ---, Sadar Tehsil Agra.
2. An area of ----- square meters duly purchased vide Sale Deed dated ----- Registered on ----- as Document No. ----- of Book No.----- in Volume No. --- --- on Pages ----- to ----- at the Office of Sub-Registrar ---, Sadar Tehsil Agra.

**SCHEDULE 'B'**  
**DETAILS OF SOLD RESIDENTIAL UNIT**  
**(PROPERTY HEREBY CONVEYED)**

- Unit / Residential Unit No. -----
- Floor No----- Floor
- Tower No. -----
- Saleable Area [Unit / Residential Unit]:
  - Carpet Area: ----- square meters
  - Covered Area----- square meters
  - Super Area: ----- Meters / ----- Square Feet
- Saleable Area [Impartible land]: ----- Square Meters
- Reserved Car Parking: -----(in number) ----- (in words)

<p align="center">IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE SIGNED AND EXECUTED THIS CONVEYANCE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS IN PRESENCE OF THE PARTIES AND EACH OTHER WITNESS.</p>	
<p align="center"><b>Signed and delivered by the Vendor</b></p> <p align="center">..... [-----]</p>	
<p align="center"><b>Signed and received by the Vendee</b></p> <p align="center">..... [-----]</p>	<p align="center"><b>Signed and received by the Vendee</b></p> <p align="center">..... [-----]</p>
<p><b>WITNESS:</b> Shri ----- (AADHAR: -----) (Phone: -----) Son of ----- Resident of -----, Agra.</p> <p><b>Signature:</b> .....</p>	<p><b>WITNESS:</b> Shri. ----- (AADHAR: -----) (Phone: -----) Son of Shri ----- Resident of -----, Agra.</p> <p><b>Signature:</b> .....</p>

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