

General information relating to Transaction and Property sold

1	Classification of Land:	Residential
2	Ward:	Taj Ganj
3	Mohalla/village:	Village Basai Mustquail Tehsil Sadar of District Agra, Agra
4	Details of Property:	One residential Flat No. ____ of ____ Floor of "Padam Eternity" Plot of land part of revenue No. 122 min., 127 Min., 128 Min. at Basai Mustquail Tehsil Sadar of District Agra, Agra
5	Unit of measurements:	Square Meters
6	Area of Property (Flat):	____ (Super Area)
7	Status of Road (according to valuation list):	Not applicable
8	Other details (9 Meters wide road/corner, others):	24 meters
9	Classification of property:	Multi storied residential Flat
10	Total area of property (in case of multistoried building):	Not applicable
11	Total covered area (residential Flat):	____ (Super Area)
12	Status:	Finished Flat
13	Valuation of trees:	Not applicable
14	Boring/well/others:	Not applicable
15	Covered area (residential Flat):	____ (Covered Area)
16	Total land area of project:	2666.32 square metres
17	Total area of super construction of the project:	110422 sqft
18	Impartial land area of Flat:	____
19	Year of construction:	2017
20	Is belongs to Co-operative Housing Society:	Not applicable
21	Sale consideration:	Rupees ____/= (Rupees) only.
22	Local rate of land (fixed by Collector of Agra):	Rupees ____/= per sq. mts
23	Rate of Construction (fixed by Collector of Agra):	Rupees ____/= per sq. mts. (For Multi-storied Residential Constructions).
24	Market value for stamp duty:	Rupees ____/= only.
25	Paid stamp duty:	Rupees ____/= only.

Boundaries of the Flat:

East:	
West:	
North:	
South:	
Below:	
Above:	

CONVEYANCE DEED

This **Conveyance Deed**("Deed") is made on this ____ day of _____, 201__ ("Execution Date") at Agra by and between:

Shree Riddhi Siddhi Buildwell Limited(formerly known as Shree Riddhi Siddhi Buildwell Private Limited),CIN:U70200DL2010PLC199697 a company incorporated under Companies Act, 1956, having its Registered Office at 138 A, Pocket F, Mayur Vihar, Phase-II, Delhi - 110091, and Agra Office at Hall H-1, 2nd Floor, Padam Plaza, Plot No. 5, Sector 16 B, Awas Vikas, Sikandra Yojna, Agra - 282007(Hereinafter referred to as "**Vendor**", which expression shall, unless repugnant to the context, be deemed to mean and include its all beneficiaries, representatives, nominees, successors and assigns), acting through its authorized signatory _____ son of Shri _____ resident of _____, Agra duly authorised in the Board's Meeting held of _____, which is still in force;

AND

1. SOLE/FIRST VENDEE

Shri _____ Son of Shri _____ Resident of _____

(* To Be Filled Up In Case Of Joint Purchasers)

(Hereinafter referred to as "**Vendee**", which expression shall, unless it be repugnant to the subject or as the context may otherwise require, includes,

- (i) in the case of company or society registered under the applicable laws, its successors-in-interest and permitted assigns,
- (ii) in the case of partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor(s) of them and partners from time to time (both in the personal capacity and as partners of the firm and their respective heirs, executors, administrators and assigns, legal representatives and successors of the firm);
- (iii) in the case of proprietorship concern, the proprietor of the concern and his/her respective heirs, executors administrators and assigns, legal representatives and successors of the concern;
- (iv) in the case of Hindu Undivided Family ("**HUF**"), the karta and head of the HUF, any or each of the adult members / coparceners of the HUF, the co-parceners, the survivor(s) of them, and their respective heirs, executors, administrators, assigns, legal representatives and successors;
- (v) in the case of individual, his/her/their respective heirs, executors, administrators, assigns, legal representatives and successors; and

- (vi) in the case of trust, the trust/trustee(s) for the time being, their successor and permitted assigns. The expression 'Vendee' shall, as the subject or context may permit or require, mean any or each of the Vendees.).

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

- A. Vendor is the lawful owner of and in possession of approximately 2666.32 square meters of Plot of land part of revenue No. 122 Min., 127 Min., 128 Min. and 129 Min . situated at' a part of Village Basai Mustquil Tehsil Sadar of Distric Agra, Agra, Uttar Pradesh more particularly described in Schedule 'A' to this Deed(**"Schedule 'A' Property"**).
- B. The Vendor has developed and constructed a group housing project in the name of "**Padam Eternity** " comprising of around **44** apartments and **4** penthouses on the Schedule A Property, in accordance with maps sanctioned by Agra Development Authority vide its letter number 1293. (herein after referred to as "**Project**")
- C. The Vendor, vide Apartment Buyer's Agreement dated _____(**"Apartment Buyer's Agreement"**),provisionally allotted Apartment No.____, admeasuring ____ square feet / ____ square meters Super Area, in Tower A of the Project, as more particularly described in **Schedule B** to this Deed(**"Apartment"**).
- D. The Vendee is satisfied with the title of the Vendor in respect of the Apartment and all materials, designs, specifications, constructions and facilities of allotted Apartment and entire project and agrees that the Apartment has been developed in accordance with the agreed drawings, designs, specifications etc. and the revisions thereof.
- E. 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 Apartmentto the Vendee.The Vendee understands that apart from the rights created under this Deed in respect of the Apartment, the Vendee shall have no right, title or interest in any other portion of the Schedule 'A' Property.
- F. The Vendee has already paid his *pro-rata* share of the external development charges as part of the sale price of the Apartment on the basis of the determination of said charges and has further agreed to bear and pay on demand from the Vendor, his *pro-rata* share of any additional external development charges and/or other charges etc., as hereinafter may be levied or enhanced, even with retrospective effect.
- G. The Vendee has agreed to bear the expenses for completion of the sale of the Apartment, including cost of stamp duty, registration and incidental charges.
- H. On the terms and conditions stated above, the Vendor has agreed to execute this Deed for conveying the Apartmentfor the consideration stipulated herein, free from all encumbrances and with rights attached to such property and the Vendee has agreed to purchase the Apartment

from the Vendor.

NOW THIS DEED WITNESSETH AS UNDER

1. SALE

The sale consideration for the Apartment as agreed between the Parties is **Rs. _____/= (in numbers) Rs. _____ Only (in words) @ Rs. _____** per Square Feet of Super Area / **Rs _____** per Square Meter of Super Area.

In terms of the Apartment 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 Apartment, together with all right of ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Apartment and all the right, title and interest unto or upon the Apartment, free from all encumbrances. The details of payment made by the Vendee to the Vendor are as follows:

Sr. No.	Total Basic Amount Received After Deducting TDS	Total TDS Deducted	Total Gross Amount
1			
2			
	Total Basic Amount Received After Deducting TDS	Total TDS Deducted	Total Gross Amount

*** The above mentioned payment is received through various cheques/RTGS of various dates which are realized in our bank account.**

2. ASSURANCES

The Vendor hereby assures to the Vendee that it has good title and absolute authority to grant, convey and transfer the Apartment and that it shall be lawful for the Vendee for all times hereinafter to enter into and upon the Apartment 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 society/agency nominated by Vendor.

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 Apartment being satisfied with the Vendor's title. Both Vendor and Vendee acknowledge and agree that all the terms and conditions, covenants and obligations, as contained in or referred to in the Apartment Buyer's Agreement and this Deed in respect of the Apartment 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 Apartment, 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 Apartment shall be payable and be paid by the Vendee, with effect from the date of execution of the Apartment Buyer's Agreement. Vendee further acknowledges and agrees that till such time, each Apartment in the Project is not separately assessed for taxes, it shall be liable to pay the above-mentioned taxes, cesses, levies and charges in proportion to the super area of the Apartment and in proportion to his share in the common areas and amenities, as determined by the Vendor. The Vendee agrees that any default by him in making such payments in time would constitute a lien on the Apartment.

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

5. POSSESSION

- 5.1 The Vendor has delivered and put the Vendee in possession of the Apartment and the Vendee with full satisfaction has received possession and put his / her / their locks on the main door of the Apartment.
- 5.2 The Vendee hereby declares and confirms that it has no claims against the Vendor in relation to the Apartment and/or the development of Project whatsoever, (including but not limited to area of the Apartment, quality of work, installations etc.).The Vendee further confirms that the Vendor has complied with all its obligations under the Apartment Buyer's Agreement to the satisfaction of the Vendee and hereby fully and completely discharges the Vendor from all its obligations under the Apartment Buyer's Agreement, advertisements and brochures.

6. MAINTENANCE

- 6.1 The maintenance of the Project complex and the common areas comprised therein shall be undertaken by a maintenance society known as PADAM ETERNITY MAINTENANCE SOCIETY registered under Society Registration Act vide Registration No. 197/AG-68856/2017-18 dated 07.12.2017. The Vendee undertakes to abide by the terms and conditions of the maintenance agreement executed by it for upkeep and maintenance of the Project complex and common areas.
- 6.2 The Vendee shall be liable to pay to the maintenance society or its nominated maintenance

agency, the *pro-rata* charges as may be determined by the maintenance society 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 maintenance society or its nominated maintenance agency, periodically as and when demanded and shall be final and binding on the Vendee..

- 6.3 The Vendee acknowledges that an individual pre-paid meter has been installed in each Apartment for recording, calculation and collection / payment of the electricity, power back-up and maintenance charges and all payments for electricity, power back-up and maintenance charges shall be made by prepaid mode only. If vendee does not make the payment towards coupon and charge the meter timely the electricity will be automatically disconnected for which the vendor shall not be responsible
- 6.4 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.
- 6.5 The Vendee agrees that as and when, any plant and machinery within the Project, including but not limited to lifts, DG sets, electric substations, pumps, fire- fighting equipment, any other plants/equipment of capital nature etc., require replacement, upgradation, 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 the Apartment to the total Super Area of all the apartments in the Project. The Vendee agrees that the Padam Eternity Maintenance Society or the appointed maintenance agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc., including its timing and cost.
- 6.6 The Vendee agrees that it shall always be responsible for the internal maintenance of the Apartment, including its repairs and insurance. The Vendee further agrees to keep the Apartment, 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 Apartment building. The Vendee further agrees to abide by all laws, bye-laws, rules and regulations of the every government authority, including 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.
- 6.7 Without prejudice to the obligations of the Vendee contained under Clause 6.7 above, the Vendee further agrees to permit the Vendor/maintenance society/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 Apartment, 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 society/ 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 Apartment and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.

- 6.8 The Vendee agrees that a general watch and ward arrangement is proposed to be provided in the Project complex. Accordingly, the maintenance society/agency shall have the right to restrict the free or direct entry in the Project complex. 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 society/agency for any mishap caused by any miscreant.

7. NATURE OF RIGHTS

- 7.1 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 **Schedule C** to this Deed.

- 7.2 This Deed is executed in its entirety for the Apartment 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 Vendee shall have the general and specific **right of residence** only in respect of the Apartment.
- (ii) 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 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.
- (iii) 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 schools, shops, religious buildings, club, community center etc. ("**Other Land and Facilities**") are specifically excluded from the scope of this Deed and the Vendee shall have no ownership rights, no right of usage, no title, no interest or no claims, whatsoever in such Other Land and Facilities through this Deed. It is clarified that the Vendee has not paid any money to the Vendor in any form or manner whatsoever in

respect of Other Land and Facilities. The Vendee agrees that it shall not, at a later date, after execution of this Deed raise any claim or create any dispute in respect of such Other Land and Facilities. The perpetual easementary right of entry and exit and other access created as aforesaid is a restrictive covenant, which runs with the Schedule 'A' Property. The ownership of such Other Land and Facilities vests solely with the Vendor. Further, the usage and manner/method of use, operations, management, disposal etc. of such Other Land and Facilities shall be at the sole direction of the Vendor, its associate companies and its subsidiary companies.

- 7.3 The Apartment is not partitionable. The Vendee agrees not to try and partition or divide it. The Apartment shall not be sold or transferred in part or as undivided interest, but only as one whole (single) unit. The car parking space and club membership and all other incidents of the Apartment will always go along with the ownership of the Apartment. The Vendee agrees and undertakes that it shall not sell/transfer the Apartment or any right therein without obtaining a no dues confirmation from the Maintenance Society/Agency in respect of the Apartment.
- 7.4 The basement(s) and service areas, if any, as may be located within the Apartment 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 equipments etc. and other permitted uses as per building plans. The Vendee (s) shall not be permitted to use the services areas and the basements in any manner whatsoever and the same shall be reserved for use by the Vendor and/or the maintenance society/agency and its employees for rendering maintenance services.
- 7.5 The Vendee shall not (i) use the Apartment for any purpose other than for residential purpose; or (ii) use the same in a manner that may cause nuisance or annoyance to other apartment owners or residents of the Project complex; or (iii) use the Apartment for any commercial or illegal or immoral purpose; or (iv) do or cause anything to be done in or around the Apartment which tends to cause interference to any adjacent plot(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 Apartment building, common areas and property or other residents in the Project resulting due to its own acts and omissions.
- 7.6 The Vendee shall not put up any name or sign board, neon sign, publicity or advertisement 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 Apartment. The Apartment 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 Apartment so as to affect, modify, alter or redesign the façade of the Apartment. The air conditioner and coolers shall be put and installed only at the specified and designated places.
- 7.7 The Vendee agrees that in addition to the maintenance society/agency's right to unrestricted usage of all common areas and facilities for providing necessary maintenance services, the

Vendee agrees to permit the maintenance society/agency to enter into the Apartment 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 Apartment or the defects in the Apartment above or below the said Apartment.

- 7.8 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 society/ Agency, remove any name mark or logo put up by the Vendor.

8. NO RIGHT TO OBSTRUCT DEVELOPMENT / SALE

- 8.1 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 apartments or property falling under of the Schedule A Property and/or in the remaining/adjoining areas of the Project to any other purchaser.

- 8.2 The Vendee further agrees that the Vendor shall be entitled to continue with construction of any building/s in other portions of the Schedule 'A' Property or adjoining lands, and the Vendee shall have no right at any time whatsoever to obstruct or hinder the development or construction of such other buildings or any part of the Schedule 'A' Property.

9. APPLICABILITY

The Apartment Buyer's Agreement and this Deed shall together constitute documents of title to the Apartment 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 Apartment Buyer's Agreement. However, to the extent there is no inconsistency, the Apartment 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 specifications of the apartment sold and all facilities and amenities provided has been duly inspected by the vendee and has satisfied himself. There shall be no claim in regard to any apartment related specifications and facilities mentioned in any previous document like broucher, newspaper advertisement, allotment letter, etc.

Both the vendor and the vendee have no grievances towards each other regarding delay in payment if any by vendee and delay in possession if any by vendor. Also, both the parties indemnify each other regarding any claim, notice, demand, suit, complaint or legal action in this regard.

10. STAMP DUTY & REGISTRATION FEE

This Deed has been made, executed and registered at the cost and expenses of the Vendee, where the Vendee has borne the stamp duty, 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. The Vendor shall have no liability in respect thereof.

11. GENERAL

- 11.1 If 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 confirm to the applicable laws, and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.
- 11.2 The Vendee agrees and confirms that all the obligations arising under this Deed in respect of the Apartment and the common areas and amenities shall equally be applicable and enforceable against any and all occupiers, tenants, licencees and/or subsequent purchasers of the Apartment, as the said obligations go with the Apartment 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.
- 11.3 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.

12. PERMANENT ACCOUNT NUMBERS

The Income Tax Permanent Account numbers of the Parties to this Deed are as under:

Vendor	A	A	O	C	S	0	9	4	3	F
Vendee 1										

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 style="text-align: center;">Signed and delivered by the Vendor</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">[Shri _____, Auth. Signatory of M/s Shree Riddhi Siddhi Buildwell Limited]</p>	
<p style="text-align: center;">Signature of Vendee 1</p> <p style="text-align: center;">-----</p> <p style="text-align: center;">Name: Shri _____</p>	
<p>WITNESS:</p> <p>1. Signature:.....</p> <p>Name: Shri</p> <p>Son of Shri</p> <p>Resident of</p> <p>.....</p>	<p>WITNESS:</p> <p>2. Signature:.....</p> <p>Name: Shri</p> <p>Son of Shri</p> <p>Resident of</p> <p>.....</p>

SCHEDULE 'A' PROPERTY

[Description of entire land under the Project]

Company is seized and possessed of land measuring in aggregate approx. 2666.32 square meters, purchased by the Company by Shri Vinayak Infracity Private Limited. The sale deed has been executed on 27.05.2013 and has been registered Sub Registrar, Sadar, Agra, Uttar Pradesh vide Volume 1, Book No. 5428, Serial No. 6214, on Pages 143 to 316.

SCHEDULE B

DETAILS OF SOLD APARTMENT(PROPERTY HEREBY CONVEYED)

Unit / Apartment No. _____

Floor No. _____

Tower ____

Saleable Area [Unit / Apartment]: ____ Square Feet (approx.) / ____ Square Meters (approx.).

Saleable Area [Impartiable land]____ Square Meters (approx.).

Reserved Car Parking: __ (in number) ____ (in words)

SCHEDULE C

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 Apartment is transferred in any government or non-government record in the name of Vendee.
2. The Vendee shall not use the Apartment for the activities, which are or are likely to be of nuisance, annoyance or disturbance to other occupants or is against law or any directive of the government or maintenance agency.
3. The Vendee shall not put up any grill, railing or other fixtures in the Apartments so as to affect, modify, alter or redesign the facade of the Apartment / Project. The Vendee shall not cover the balconies in a manner which is against the general look and color scheme of the Project. In case the Vendee wishes to cover the utility balcony, it shall do so strictly as per designs and specifications approved by the Vendor. In case the Vendee wishes to cover the other balconies, the Vendee shall do so strictly as per designs and specifications approved by the Vendor and use only a frameless clear toughened glass. Any modifications to the balconies (including covering and uncovering) shall be solely at the risk and cost of the Vendee. The Vendee 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 Apartment.
4. The Parties acknowledge that Vendee has paid his *pro-rata* share of the external development charges as part of the sale price of the Apartment, on the basis of the determination of said charges on the date of this Deed. However, Vendee agrees to bear and pay on demand from the Vendor, his *pro-rata* share of any additional external development charges and/or other charges, as hereinafter may be levied or enhanced by the concerned government authority, even with retrospective effect. The Vendee agrees that the determination of such additional charge in respect of the Apartment, as made by the Vendor shall be final and binding on the Vendee.
5. The Vendee(s) shall, after taking possession be solely responsible to maintain the Apartment 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 Apartment building / Apartment, 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 Apartment and keep the Apartment, 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.
6. The Vendee(s) shall not store any hazardous or combustible goods in the Apartment 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 Apartment. The

Vendee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

7. The Vendee shall not make any additions or alterations in the Apartment, 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.
8. The Vendee undertakes that it shall not divide/sub-divide the Apartment.
9. 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 for compliance with such laws, rules, regulations, circulars, notifications, etc.
10. 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.
11. The Vendee undertakes that it shall not do any commercial activity in the Apartment, including but not limited to doctor's clinics, chartered accountant's office, lawyers chambers, office, boutiques, beauty parlors, tuition classes, hobby classes, home stay/hotel activity.