

(1<sup>st</sup> page being E-Stamp Certificate)

**DETAILS OF PROPERTY**

<b>TYPE OF DEED</b>	:	<b>CONVEYANCE DEED</b>
LOCATION	:	<b>Sanskar Moon Apartments, Aligarh, Khata No. 152 near Hotel Abha Grand</b>
NAME OF LOCALITY	:	<b>Sanskar Moon Apartments, Aligarh, Khata No. 152 near Hotel Abha Grand</b>
<b>UNIT AREA</b>	:	
TYPE OF LAND/PROPERTY	:	Residential
Unit (Unit) NUMBER & TOWER NUMBER	:	
<b>AREA</b>	:	<b>CARPET AREA- SQ.FT</b>

**CONVEYANCE DEED**

TOTAL CONSIDERATION PAID	:	<b>RS. ....../-</b>
STAMP DUTY FOR SALE DEED UNDER ARTICLE 23, OF INDIAN STAMP ACT @4%	:	INR ....../-
STAMP NO.	:	_____
<b>TOTAL STAMP DUTY PAYABLE</b>	:	<b>INR ....../-</b>
<b>STAMP DUTY PAID</b>	:	<b>INR ....../-</b>

This Conveyance Deed (“**Deed**”) is made & executed at District Rewari on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

***BY***

**Rachana Infratech** a Partnership Firm incorporated under the provisions of the Partnership Act, 1932, having its place of business at 2nd Floor Sarrafa Complex, Sarrafa Bazar, Aligarh (PAN-ABFFR1170G), represented by its authorized signatory Mr. .... (Aadhar no. ....) authorized vide board resolution dated .././.... hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns). of the **FIRST PART**.

***IN FAVOUR OF***

**Mrs. .... (PAN No. ) (AADHAR NO. \_\_\_\_\_) W/D/O .....Address & Name** (hereinafter referred to as “**Vendee**” which expression shall unless opposed to the context or meaning thereof shall and, include her/his heirs, successors, survivors, administrators, executors, legal representatives and assigns of the **SECOND PART**.

Vendor and the Vendee are hereinafter collectively referred to as ‘**Parties**’ and individually as ‘**Party**’.

**AND WHEREAS** the aforesaid Promoter has obtained Sanction from the Aligarh Development Authority the said authority has granted approval/ sanction to develop “Sanskar Moon Apartments” vide Sanction Letter dated 27.04.2022 bearing No. Group Housing/ 01047/AGDA/BP/21-22/0269/25032022 and the Authority has granted the Approval of Building Plans of Group Housing Colony vide plans dated 01.04.2022.

**AND WHEREAS in pursuance thereof**, the Vendor has developed a Residential project “Sanskar Moon Apartments” on the aforesaid Lands in accordance with sanctioned layout plan. and has registered the Project under the provision of the RERA Act, 2016, with the Uttar Pradesh Real Estate Regulatory Authority at Gurugram on \_\_\_\_\_ bearing Registration No. \_\_\_\_\_ vide memo bearing no..... dated .././.... (hereinafter ‘RERA Certificate’)

Being part of “Sanskar Moon Apartments”, Vendor has developed the Unit, measuring ..... in **Tower** .....in the said commercial colony and bounded as under :-

<b>EAST</b>	:
<b>WEST</b>	:
<b>NORTH</b>	:
<b>SOUTH</b>	:

**AND WHEREAS** Vendor has constructed commercial building having Shops/Retail Spaces/ Showrooms. Vendee had applied for purchase of a Unit having carpet area measuring .....Sq. Feet to the Vendor in the Colony being developed by the Vendor. The Vendor had issued letter of allotment on ..... (hereinafter referred to as the “**Allotment Letter**”) in favour of the Vendee. By virtue of aforesaid Allotment Letter, the Vendor had agreed to sell

the Unit bearing number .... In Tower ... on the ..... **Floor** having carpet area measuring ..... Feet (hereinafter referred to as “**Unit (Unit)**” more clearly shown within red color in the Floor Plan annexed herewith as “**Schedule-A**”), along with the undivided and importable pro-rata share in the land/plot underneath on which said Unit (Unit) is situated. In furtherance to the Allotment Letter Vendor and Vendee have executed a buyer’s agreement on .....

**AND WHEREAS** the Vendor is in full and absolute possession and otherwise well and sufficiently entitled to sell the said Unit forming the part of the said Colony and the Said unit is free from all sort of encumbrances, liens, charges whatsoever;

**AND WHEREAS** all approvals, licenses, sanctions and permissions issued by the competent authorities with respect to the Project as well as for Project Land and Units being sold to the Allottees are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, as the case maybe, as well as for the Project Land, Plot, Building and Unit (Unit)s and Common Areas and Facilities as provided under the Rules;

**AND WHEREAS** no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification including any notice for acquisition or requisition of the said Unit has been received by or served upon the Vendor in respect of the Plot and/or the Project.

**AND WHEREAS** the Vendee(s) acknowledges that the Vendor has readily provided all the information, clarifications, etc. as required by him/her/them and that the Vendee(s) has relied solely on his/her own judgment and investigation while deciding to purchase the Said Unit and execute this Conveyance Deed.;

**AND WHEREAS** the Vendee(s) has, prior to the date hereof, specifically examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates /planning / architectural consultants. The Vendee(s) has also examined all documents and information uploaded by the Vendor on the website of the Authority as required by Act (or its office) and the Rules and has understood the documents and information in all respects.

**AND WHEREAS** the Vendee(s) has inspected the said Unit and is fully satisfied that the said Unit has been constructed and facilities including fixtures and fittings provided therein are in accordance with the agreed design, drawings and specifications. The Vendee(s) further records his complete satisfaction with regard to ownership record of the Land underneath the said Building and the right, title and interest of the Vendor and its competency to execute this Conveyance Deed;

**AND WHEREAS** the Vendee(s) has confirmed to the Vendor that he is purchasing the said Unit with full knowledge of all laws, rules, regulations, notifications etc. applicable to the said Unit and the terms and conditions contained in this Conveyance Deed and the Maintenance Agreement and that he has clearly understood all his/her rights, duties, responsibilities, obligations thereunder. The Vendee(s) further confirms that s/he has checked and verified the title of Vendor in the Said Land and is completely satisfied with respect to the same. Since the Vendee(s) has completed due diligence of the Said unit and the land underneath to his complete satisfaction;

**AND WHEREAS** the Vendor, relying on the confirmations, representations and assurances of the Vendee(s) to faithfully abide by all the terms, conditions and stipulations contained in

this Conveyance Deed and the Maintenance Agreement has agreed to sell the said Unit to the Vendee(s) on the terms and conditions appearing hereinafter;

**AND WHEREAS** in furtherance to the above the Vendor is executing this Conveyance Deed in favour of the Vendee(s).

**NOW THIS CONVEYANCE DEED WITNESSTH AS FOLLOWS-**

1. That the Vendor has agreed to sell, transfer and convey unto the Vendee, the aforesaid Unit (Unit) and the Vendee has agreed to purchase the same for a total sum of ..... - **(Rupees .....Only)** which has been paid by the Vendee to the Vendor as the cost of above said Unit along with all things permanently attached thereto and standing thereon together with the all benefits whatsoever to the said Unit or any part thereof belonging or in anywise appertaining thereto and impartible and undivided prorate share in the Unit. The Vendee has made payment towards the above said Unit (Unit) as hereunder :-

<b>S.NO</b>	<b>CHEQUE</b>	<b>DATE</b>	<b>AMOUNT</b>	<b>BANK</b>	<b>BASIC/EDC</b>	<b>OTHERS pbc/ifmd</b>

			<b>TOTAL</b>		...../-	

2. That the Vendor do hereby admit and acknowledge that the Vendor has received the agreed sale consideration and do hereby sell, transfer, convey, grant, assure and assign all the rights, title and interest in the Unit along with proportionate, undivided, impartibly share only in the Unit wherein the building is located, together with proportionate rights in the common areas and facilities including all ways, paths, passages, easements, and appurtenances whatsoever to the said Unit to have, hold and enjoy the same to the Vendee, absolutely and forever.
  
3. That the Vendee has rights along with impartibly and undivided prorate share in the Unitt upon which the building/Unit stands constructed with all ways, path, passages, rights, liberties, privileges, easements, benefits and advantage of lights, appendages and appurtenances, whatsoever to the Unit on the Plot belonging or in any way appertaining thereto or therewith usually held as part and parcel thereof and all right, title, interest herein written and hereby conveyed, transferred, assured and assigned to the Vendee absolutely and forever free from all encumbrances. It is further clarified that there are no encumbrances, liens, attachments, claims of third-party rights whatsoever on the said Unit.
  
4. The Vendee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or

any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Promoter to fulfil its obligations under the Builder Buyer Agreement and this Conveyance Deed. Any refund, transfer of security, if provided in terms of the Agreement and this Conveyance Deed shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Vendee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

5. The Vendor accepts no responsibility in regard to matters specified in Para 4 above. The Vendee shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Vendee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Vendee to intimate the same in writing to the Vendor immediately and comply with all necessary formalities as specified and under the applicable laws. The Vendor shall not be responsible towards any third party making payment/ remittances on behalf of any Vendee and such third party shall not have any right in the application/allotment of the said Independent Unit (Unit) for commercial usage conveyed for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Vendee only.
6. That the Vendee shall have no specific right in the land under the Plot excepting to the undivided/unidentified rights in land proportionate to the area of the Unit (Unit) herein.

7. The Vendee confirms and acknowledge having taken over/received the actual physical possession of the Unit (Unit) hereby conveyed has been delivered to the Vendee at the spot, who has now become the absolute owner in possession of the same and shall enjoy all rights, privileges, passages, electricity connection, water connection etc. Vendee hereby confirms taking over possession of the Unit (Unit) from the Vendor after satisfying himself / herself that the construction as also the various installations like electrification work, sanitary fittings, water and sewage connection, etc. have been made and provided in accordance with the drawings, designs and specifications and are in good order and condition and that the Vendee has no complaint or claim in respect of the area of the Unit (Unit), any item of work, material, quality of work, installation, etc. therein. The Vendee further confirms that it shall not raise any objections or make any claims against the Vendor in future in respect of items of works or allege any of it not to have been carried out or completed for any reason whatsoever, including any delay in handing over possession of the said Unit (Unit), delay compensation and such claims or objection, if any, shall be deemed to have been waived by the Vendee.

4.

9. That the Vendee shall use the Unit (Unit) or permit the same to be used for commercial purposes or for such use as may be permissible under law. The Vendee shall not use the Unit (Unit) or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other properties or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit (Unit) which may intend to cause damage to any Unit (Unit)ing or celling or any Unit (Unit) below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use. If the Vendee uses or permits the use of the Unit (Unit) for any purpose contrary to the permissible use, then in that event the Vendor and/or Association shall be entitled to take action in accordance with law including but not limited to preventing Vendee and persons claiming through them from enjoying common areas and facilities and securing orders

for sealing of the Unit (Unit) subject matter of this Deed. In case of default, Vendor or Association or Maintenance Agency shall issue a notice to the Vendee to rectify/cure the defect/caused within three (3) Business days. In that event Vendor or Association or Maintenance shall also be entitled to disconnect/discontinue the water and electricity connection/supply of Unit (Unit). In case the default continues, Vendor shall proceed to cancel the allotment, resume the Unit (Unit) and recover possession of the same.

10. That the Vendee shall keep the Unit (Unit) in good repair at all times and shall not make any additions/alterations in the Unit (Unit) without permission from the Vendor and/or concerned authorities nor shall demolish any walls including load bearing walls, or cause damage to or nuisance in the Unit (Unit) or the building in any manner as may affect the safety of the infrastructure of the building or of any installations. The Vendee shall be liable for any losses, damages as may be caused on account of breaches.
11. The Vendee(s) at its own cost shall keep the said Unit (Unit), the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging, in good tenantable repair or condition and in particular so as to support, shelter and protect and parts of the Building(s) other than the said Unit (Unit) and shall abide by all laws, bye-laws, rules and regulations of the Government, local/ municipal authorities and/or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such condition or law, bye laws or rules and regulations.
12. That the Vendee undertakes to join Association / Society of the Unit (Unit) owners as may be formed by the Vendor on behalf of the Unit (Unit) owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Vendee for the purpose. The Vendee undertakes to

sign an application for enrolling as a member of the Association as and when required by the Vendor.

13. That the Vendor and/or its nominee Maintenance Agency shall look after the maintenance and upkeep of the common areas and facilities in the Colony and the Vendee hereby agrees to pay maintenance charges, interest free security deposit contribution towards sinking/replacement fund as may be demanded by the Vendor or the Maintenance Agency. The Vendor or the Maintenance Agency shall be entitled to withdraw itself from maintenance activities on notice to Unit (Unit) owners in the colony and to hand over the same to any Authority or a Body/Association of the Unit (Unit) owners. That the Vendee(s) shall be required to pay common maintenance and services charges as will be fixed by the Vendor or Maintenance Agency or association of buyers/Unit (Unit) owners and as stipulated in the maintenance agreement signed by the Vendee(s). The decision of the Vendor or Maintenance Agency or the body or association in respect of the maintenance charges will be final and binding on the Vendee(s) Unit (Unit) owners or on Association of the Unit (Unit) owners. These charges shall be paid at monthly/quarterly/half yearly/annually intervals as decided by the Vendor or Maintenance Agency or association of Unit (Unit) owners or other body as the case may be.
14. That the Vendee shall permit Vendor, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Unit (Unit) or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Vendor, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Unit at any time during day or night.

15. That the Vendee before the transferring his/ her/ their interest in the Unit (Unit) shall obtain a no dues certificates from the Vendor and/or Maintenance Agency. The transferee(s) of the Vendee's interest in the Unit (Unit) shall always be bound by the provisions of the Maintenance Agreement and this Deed executed by the Vendee.

10.

16. That the Vendor and/or the Maintenance Agency shall have the right to insure and keep insured the structure of the building against such risks as the Vendor and/or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Vendee in the proportion to the area of the Unit (Unit). The contents, fixtures and fittings installed in the Unit (Unit) shall, however, be got insured by the Vendee/occupier at its own costs.

11.

17. That the Vendor hereby assure the Vendee that they have absolute title with all rights, full powers and absolute authority to grant, convey, transfer, assign and assure the said Unit (Unit) hereby conveyed, transferred, assigned and assured unto the Vendee absolutely and that the Unit (Unit) is free from all encumbrances, charges, liens etc. The Vendee has also satisfied itself with regard to the above and shall not make any further requisition or objection whatsoever.

18. The Vendee(s) has already paid the Sale Consideration, as stated hereinabove, and all other dues/charges, payable on date, from the date of application. However, if any other Government/statutory/local charges, additional charges, levies, rates, taxes, house tax/property tax, fire-fighting tax, cess, demands etc. including Goods and Service tax (GST), erstwhile Uttar Pradesh value added tax liability/ erstwhile service tax liability/ Uttar Pradesh Works Contract Tax, external development charges for the provision of peripheral and/or external services or infrastructure development charges etc. are attributable to the Said Unit (Unit)/Said Colony charged, imposed or levied in future, retrospectively or otherwise, then the same shall be treated as unpaid sale consideration of the Said Unit (Unit) payable by the Vendee(s), agrees and

undertakes to pay any such charges, taxes or levies, if charged, imposed or levied directly or if paid by the Vendor, to reimburse the Vendor on demand. The Vendee(s) has agreed that in case the amounts are not paid by the Vendee(s) on demand, the Vendor shall have the right to adjust the aforesaid unpaid liability against the IBMS (as the case maybe) and/or any other facility management advances and/or credit amount etc. of the Vendee(s) in the accounts book of the Vendor

19. The Vendee further agrees and undertakes, that as and when demanded by the Vendors, the Vendee shall pay on pro-rata basis any additional charges, taxes and/or levies etc. which may be levied by the competent authorities pursuant to any government orders/directives/policies or otherwise on account of additional fire safety measures, any charge / deposits/securities to be paid to authorities, provision of external, infrastructural and / or peripheral services attributable to theProject/said Land or deposits for bulk supply of electrical energy, sewerage connection, water connection, electrical meter connection, electrical substation charges, and/or any other increase in cost and charges on any ground, whether prospectively or retrospectively. The apportionment of such payment and the time schedule thereof given by the Vendors shall be final and binding on the Vendee.
20. That all the expenses for the registration, stamping, engrossing and other incidental charges for this Deed have been borne and paid by the Vendee. The Vendee further agrees, undertakes and assures that in case if there is any additional levy on the Stamp Duty, as a consequence of any order of Govt./ Statutory or other local Authority, the same, if applicable, shall also be payable by the Vendee
21. That all the taxes, cesses, dues, charges or demands in respect of Unit (Unit) have been paid and cleared by the Vendor upto the date of execution of this Deed

absolutely and thereafter it shall be the responsibility of the Vendee for future taxes, charges etc. imposed by the government authority.

22. That it shall be lawful for the Vendee hereafter to sell, gift, lease, convey, transfer the Unit (Unit) to any person for any consideration in accordance to the applicable laws and provisions. However, before such sale/ transfer, the Vendee(s) shall inform the Vendor of the said transfer and clear the maintenance charges or other statutory outstanding(s), if any, and also take No Dues Certificate from the Vendor/ Maintenance Agency/Association of Owners, as the case may be.
23. That the Vendee shall abide by all the terms and conditions laid by the Vendor at the time of allotment or execution of this Deed. That the Vendees (s) shall not use the said Unit (Unit) in a manner that it may cause obstruction or hindrance of any nature to any common passages, verandah or terraces or other common facilities and services.
24. The Vendee(s) has/have undertaken and both hereby undertake that the Vendee(s) shall be solely responsible and liable for violation, of any provision of and other applicable rules, regulations or directions of Competent Authorities and that the Vendee(s) shall keep indemnified the Vendor and its employees or Maintenance Agency for any liability and /or penalty resulting from such violation(s).
25. That the Vendee(s) agree(s) and confirm(s) that all the obligations arising under this Conveyance Deed in respect of the said Unit (Unit)/Colony/Plot of Land shall equally be applicable and enforceable against any and all occupiers, tenants, licenses and/or subsequent purchasers of the said Unit (Unit). The Vendee(s) will ensure that the persons to whom the said Unit (Unit) or part thereof is let, transferred, assigned or given possession of will execute, acknowledge and deliver to the Vendor/ Maintenance Company/ Agency such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Vendor/ Maintenance Company/Agency may reasonably request in order to effectuate the

provisions of this Conveyance Deed and the Maintenance Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. However, the Vendee(s)/ subsequent Vendees will need to obtain no dues certificate from the Vendor & the Maintenance Company/ Agency before affecting such transfer. The Vendee(s) also undertakes to incorporate the terms of this Conveyance Deed in any transfer document, which he/she/they may execute, whether pertaining to sale of the said Unit (Unit) or lease or any other transaction of similar nature. ,.

26. The Vendee further agrees and undertakes, that, as and when demanded by the Vendor, the Vendee shall pay all present and future applicable taxes/levies/cesses including service tax, local taxes and such other levies, if any, and/or any increase thereto, which may be imposed by the Competent Authority on the present conveyance of ownership of the Unit (Unit). Vendee hereby undertakes to pay such applicable taxes, charge, levies, cesses, as and when the same is demanded by the Vendor without any demur or protest.
27. That the Vendee has inspected the Unit (Unit), gone through the documents and are fully satisfied regarding the ownership/title of the Vendor in respect of Plot.
28. That the common areas namely entry gate, underground/overhead water tank/source, passage from entry gate to stairs, stairs up to top terrace shall always be remain common. The maintenance expenses of these common areas will be shared by all the occupants of the building on proportionate basis.

29. That the Vendee shall have right to install overhead water tank, TV antenna/dish on the top of the terrace of the building and shall have access to the terrace at all reasonable times to inspect, repair and maintain the same.
30. That the Vendee shall abide by all the terms, conditions, rules and regulations lay down or imposed by HUDA or Association or Vendor or any government authority.
31. That the Vendee shall from the date of execution of this Deed, be liable to bear all costs and expenses to keep the Unit (Unit) in a good and tenatable state and condition. The Vendee shall carry out, at his own cost and expenses, all internal repairs to the Unit (Unit) and maintain the same and not do or suffer to be done anything in or to the Unit (Unit) or to the building which is against the rules and regulations of the Association or the Applicable Laws. In the event the Vendee is guilty of any act or omission in contravention of this provision, the Vendee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Vendor or Association or the Competent Authority, as the case may be.
32. If at any time post the date of execution of this Deed, there is any change in the government charges or additional levy on the Colony/ Plot/ independent Unit (Unit)s due to any reason, including but not limited to EDC, IDC, Service tax, HVAT etc., then the Vendee shall be required to pay the said additional costs or charges to the Vendor and/or the Association in proportion to the super area of the Unit (Unit)
33. The Vendee shall neither do or cause to be done any structural changes or alteration/ damages to the superstructure, Unit (Unit), ceiling, walls, beams, columns etc. of the Unit (Unit)/building nor remove any wall or change the position of the doors and windows, increase the area of the Unit (Unit) by enclosing balcony or any part thereof

or to the exterior of the Unit (Unit), whether temporary or of a permanent nature. If the Vendee demolishes, punctures, and/or in any other way alters the existing walls and / or add or in any way put up a new concrete or masonry structure / partition in the Unit (Unit), which affects the stability of the building then the Vendee shall be liable to make good the cost incurred by the Vendor and/or Association to cure the damage sustained to the building.

34. The Vendee shall neither encroach upon the common areas and facilities, passages, corridors or interfere with the amenities and services available for common use nor store any of his/her goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
35. The Vendee shall not store in the Unit (Unit) any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or common area or staircase or structure of the building or which is objected to by the other occupants or Vendor or the Association. If any damage is caused to the Unit (Unit), common areas and facilities or to the building on account of any act, negligence or default on part of the Vendee or his agents, servants, guests, or invitees, the Vendee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Vendor or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Vendee.
36. The Vendee shall not do or suffer to be done anything in or to said Project, the said Unit (Unit), the staircases, lifts, common passages, corridors, circulation area, atrium and/or area in the compound, which may be in violation of any laws or rules of the competent authority. Further the Vendee shall not store or cause/permit any of its agent, servants, occupants, or visitors of the said Unit (Unit) to store, stock, bring into or keep in the said Unit (Unit) any prohibited goods, materials, explosives, hazardous,

combustible or inflammable substances which may cause risk by fire or which causes damage to or endanger the safety of the said Unit (Unit), adjacent units, building, the Project therein.

37. That the Vendee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit (Unit) in the common areas or any portion of the colony.
38. That the Vendee further undertakes, assures and guarantees that he/she shall not put up any name plate or sign board, neon sign, publicity or advertisement material within or outside the Unit (Unit) or in the common areas or on the external façade of the building without the prior consent in writing of the Vendor or the Association, as the case may be, in respect of the format, type, design, size, colour, material and lettering of the said sign board, neon sign, publicity or advertisement material etc. Vendee shall not hang clothes etc. at the external façade of the building or anywhere on the exterior of the common areas or on roads. However, Vendee shall be entitled to display its own named sign plate of prescribed size only at the place designated for the said purposes.
39. That the Vendee 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, with a view to maintain uniform aesthetics.
40. The Vendee(s) will be solely responsible to maintain the said Unit (Unit) at his own cost and will not do or suffer to be done anything in or to the said Building, or the said Unit (Unit) which may cause damage to the same or be in violation of any laws or rules of any Authority or change or alter or make additions to the said Unit (Unit). The Vendee(s) may however undertake non-structural/interior decorations related alterations in his/her/their Said Unit (Unit) only with the prior written approval of the

Vendor. The Vendee(s) shall not be allowed to effect any of the following changes/alterations:

a) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the Said Unit (Unit) or any part of adjacent Unit (Unit)s or common areas including inter-alia staircases, lifts, common passages, corridors, circulation areas, parks or the compound. In case damage is caused to an adjacent Unit (Unit) or common area, the Vendee(s) will get the same repaired failing which the cost of repair may be deducted from the Vendee's IBMS .

b) Changes that may affect the facade of the Said Building (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, or permit any remodeling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Unit (Unit) or covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)

c) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Unit (Unit).

41. The Vendee(s) shall strictly observe following points to ensure safety, durability and long term maintenance of the Said Building:

a) No changes in the internal lay-out of the Said Unit (Unit) should be made without consulting a qualified structural consultant and without the written permission from the Vendor.

b) No R.C.C. structure like column and beams should be hammered or punctured for any purpose.

c) All the plumbing problems should be attended by a qualified or experienced plumber in the Said Building. The plumbing Network inside the Said Unit (Unit) is not to be tampered with or modified in any case.

- d) All the external disposal services to be maintained by periodical cleaning.
  - e) The Vendee(s) shall not cover the balcony/ terrace of the Said Unit (Unit) by any structure, whether permanent or temporary.
  - f) No alteration will be allowed in elevation, even of temporary nature.
  - g) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
  - h) The Vendee(s) should make sure that all water drains in the Said Unit (Unit) (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
  - i) The Vendee(s) should avoid random parking of his/her vehicle and use only his parking bay, as aforesaid.
  - j) If Vendee(s) rents out, transfers, assigns or gives possession of the Said Unit to any third party, he/she/they shall submit all details to the Vendor/Maintenance Agency or the RWA, as the case may be. The Vendee(s) will be responsible for all acts of omission and commission of his tenant. The Vendor/Maintenance Agency or the RWA may object to renting out the Said Unit (Unit) to persons of objectionable profile.
  - k) The Vendee(s) is not allowed to put the grills in the Said Unit (Unit) as per individual wish, only the design approved by Vendor will be permitted for installation.
42. The Vendee shall refrain from using the Common Areas and Facilities of the building or the Project for keeping/chaining pets, dogs, birds or for storage of cycles etc. and not to block the Common Areas and Facilities of the building or the Project in any manner whatsoever.
43. The Vendee shall use the Unit (Unit) only for the commercial purpose as per the provisions of this Deed, and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Unit (Unit)s at the building/ colony nor for any illegal or immoral purposes.

44. That the Vendee has already executed/ shall execute Maintenance Agreement and shall be bound by the rules & regulations and also any future modifications, amendments or new agreements signed by Vendee with the Vendor or Maintenance Agency or such other agency as may be nominated/ appointed by the Vendor.
45. That as the share of the Vendee in the common areas and facilities is undivided and cannot be separated, the Vendee shall be obliged to use the common areas and facilities only harmoniously along with other occupants, maintenance staff, etc. without causing any inconvenience or hindrance to them. Further, it is clearly understood and agreed by the Vendee the right of Vendee to use the common areas and facilities within the said building shall always be subject to timely payment of maintenance charge.
46. That the Vendee shall be entitled to use exclusively the allotted car parking space only for purpose of parking car / jeep / scooter or any other light motor vehicle within the condition not to use the same for any other purpose. The Vendee agrees that the allotted car parking space shall be used together with the Unit (Unit) and not as an independent unit and the Vendee hereby undertakes not to sell, transfer, lease, deal with reserved car parking space independent of the Unit (Unit). The car parking space shall not be treated as any independent unit nor shall it be alienated independently of the Unit (Unit). Vendee or his visitors shall park his/their vehicles only at the places designated/allotted by the Vendor.
47. The Vendee confirms that subject to the terms and conditions of this Deed, the Vendee shall only be entitled to the following rights as per details given below:

- .1 Ownership of the said Unit (Unit) consisting of Unit (Unit) area;
- .2 Undivided rights of usage of the Common Areas and Facilities within the said Project. As the right of usage of the Vendee in the Common Areas and Facilities is undivided and cannot be separated, the Vendee shall use such Common Areas and Facilities

harmoniously along with other Unit (Unit) owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to anyone. The right of Vendee to use such Common Areas and Facilities shall always be subject to timely payment of maintenance charges, sinking fund charges, Interest Free Maintenance Deposit (IFMS) and other charges, deposits and amounts payable by the Vendee to the Vendors and/or Maintenance Agency under this Deed, the said Agreement for Sale and Maintenance Agreement; and

- .3 Exclusive right to use Reserved Car Parking space(s) in the Project reserved for the use by the Vendee for parking his /her/ its vehicle.
4. That in the event of any misuse of the allotted car parking space or in the event of any breach of the terms and conditions of this Deed, the Vendor or the Association will have the right/liberty to cancel the allotment of the car parking space.
48. The Vendee has not paid any deposit towards interest free maintenance security the Vendee hereby agrees and undertakes to deposit interest free maintenance security immediately on demand made by the Vendor to the Maintenance Agency.
49. In the event the Vendee desires to transfer the said Unit (Unit) to a subsequent purchaser, lessee, assignee and / or assignee, the transfer shall be subject to the Vendee making good the deficit in IFMS, paying requisite transfer charges and administrative charges, pending maintenance charges, sinking fund charges and any other pending dues and charges etc., payable by the Vendee to the Vendor and/or Maintenance Agency/ Association and fulfilling other terms and conditions as may be specified by Vendors in this regard, before such transfer and /or assignment of the said Unit (Unit).
50. That the Vendee shall have no right, title or interest in any form or manner in the land earmarked for schools, shops, commercial premises, religious buildings, club, community centre and the buildings constructed in the Colony.
51. That all terms and conditions of Buyer's Agreement dated .../.../.... duly executed by the Vendee shall continue to be binding on the Vendee. In case of conflict

between the recitals of the aforesaid agreement and the present deed the covenants / contents of this Deed shall prevail over the above-mentioned Agreement.

53. . That if any provision of this Deed determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed 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.
54. . That the Vendee agrees and confirms that all the obligations arising under this Deed in respect of the building / independent Unit (Unit)s/ Plot/ colony shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Unit (Unit) as the said obligations go with the Unit (Unit) for all intents and purposes and the Vendee assures to the Vendor that the Vendee shall take sufficient steps to ensure the performance in this regard.
55. . All expenses towards execution and registration of this Deed including but not limited to the cost of stamp duty, registration fee and other incidental charges has been and shall be paid solely by the Vendee. Any deficiency in the stamp duty, as may be determined by the competent authority, along with consequent penalties and deficiencies as may be levied in respect of the said Unit (Unit) shall be borne and paid by the Vendee without any liability on the Vendors.
56. That the Vendee has undertaken and hereby undertake that henceforth the Vendee shall be solely responsible and liable for violations, if any, of the provisions of law of the land and applicable rule, regulation or direction by the competent authority; and the Vendee agrees to indemnify the Vendor for any liability or penalty in that behalf.
57. . The Vendee(s) hereby indemnifies and undertakes to keep the Vendor, its assigns, nominees, and its officers/employees as well as the other occupants/owners of the Said Project fully indemnified and harmless from and against any/all the actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs, consequences of breach by the Vendee(s) of its obligations hereof or under any law as may be applicable or for the time being in force. The Vendee(s) hereby accepts and

acknowledges that this indemnity would cover all acts and omissions on the part of Vendee(s), its personnel, representatives and/or any other person claiming under the Vendee(s). Further, the Vendor reserves the right to join as an affected party in any suit/ complaint filed before any appropriate court by the Vendee(s) if the Vendor's rights under this Indenture are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Vendee(s) has assured and undertakes to Vendor to keep him/her/them fully informed at all times in this regard.

58. That the internal security of the Unit (Unit) and the men/ materials therein and their safety shall be the sole responsibility of the Vendee and the Vendor shall in no way be concerned or liable for the same.

59. That the Vendee understood and agrees that the building comprises of three Unit (Unit)s i.e Ground Unit (Unit), First Unit (Unit) and Second Unit (Unit) wherein Ground Unit (Unit) owner shall have exclusive use of front and rear lawn(s). The owners of the First and Second Unit (Unit) shall have exclusive right to use of terraces/balconies attached to their respective Unit (Unit)s. The roof terrace of the Second Unit (Unit) and the entrance from the main road to the respective Unit (Unit)s as well as the passages, stairs and corridors, overhead and underground water tanks and other facilities meant for common usage of the all Unit (Unit)s residents/occupants and the same shall be maintained jointly by the owners of all the Unit (Unit)s in the building situated on Plot. The ownership rights of the roof terrace of the Second Unit (Unit) shall remain/vest with the Vendor. The Vendee has fully understood and agrees that no construction activity of any kind whatsoever shall be allowed /authorized/made / carried on top Unit (Unit) terrace, whether temporary or permanent.

60. . That super area of the Unit (Unit) shall be the sum of carpet area of the Unit (Unit) and its pro-rata share of common areas in the entire building. Super area shall mean and include the covered area, veranda and balconies, inclusive of area under periphery walls, area under columns and walls, area utilized for services viz area under staircases, circulation area, walls, shafts and such other common areas in the building

which the Vendee shall use by sharing them with other occupants of the building including common passages, munties, service areas including but not limited to overhead tanks/underground tanks, boundary wall. Super area of the Unit (Unit)s provided with the exclusive lawn/ open terraces shall not include the area of such lawn/ terrace in the calculation of super area of respective Unit (Unit)s. Owner of such Unit (Unit)s shall not be entitled and permitted to cover such terraces/ exclusive lawns and shall use the same as open terrace/exclusive lawns only and in on other manner whatsoever. Any construction activity carried on prohibited/ restricted areas shall be the subject matter of demolition with penalty.

61. . That the Vendee shall not use the said Unit (Unit) for such activities, which are likely to cause nuisance, annoyance or disturbance to other occupants/owners in the neighbourhood or in the Colony/Block and/or such activities which are prohibited under any law or directive of the Government or a local Authority. The Vendee shall not to do any activity, which may be objected by the other residents/occupants, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the building or Colony including throwing or dumping of refuse / garbage, which could be subject to fine or penalties as decided by the Vendor or Association or Maintenance Agency.
62. . That the building shall be insured by the Vendee jointly with other Unit (Unit) owners for such amount as will be equal to the cost of construction thereof for the risk as to 'destruction' due to fire and in the event of the said building including the Unit (Unit) being destroyed or damaged by fire the Vendee will be entitled to the proportionate share in the insurance money paid by the insurance company. The Vendee shall also pay to proportionate share in the yearly premium payable to insurance company.
63. . That the Vendor will carry out extensive developmental/constructional activities in future in the nearby building/entire Block/Colony area over a long period falling outside the Unit (Unit). The Vendee is having no objection on it and shall not interfere in any manner and/or make any claim on account of inconvenience, if any.

64. . The annexure and schedules to this Deed are part and parcel of this Deed and may be read in conjunction with this Deed while interpreting the terms and conditions of this Deed.

65. . That, this Conveyance Deed and Schedule hereto constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence(s), report(s), project report(s), agreement(s), negotiations, discussion(s), representations(s), promise(s), or understandings, both written and oral, among the Parties, with respect to the subject matter hereof. The, preamble and recitals to this Conveyance Deed shall form an integral part of this Conveyance Deed.

#### **THE VENDOR DECLARES AND ASSURES THE VENDEE**

- a) That the Unit (Unit) hereby conveyed was its self-acquired Property by virtue of five sale deeds mentioned herein above and that no one else except the Vendor have rights, claims, interest and concern whatsoever in the Unit (Unit) hereby conveyed or any part thereof.
- b) That the Unit (Unit) hereby conveyed is free hold and free from all sort of encumbrance, claims, liens, charges, legal flaws, liens, taxes, dues, demands, liabilities, notification, mortgages, court-decree and attachments etc.
- c) That the Vendee shall be entitled to get the Unit (Unit) transferred and mutated in his/her/their name as owner in the records of the concerned authority on the basis of this Deed or its true copy, with any further act or consent of the Vendor. However, if the Vendee transfers the Unit (Unit) to a third party then the transferee shall be bound by the terms and conditions of this Deed.
- d) That the Vendee henceforth shall have absolute right to deal with the Unit (Unit) in any manner including sale, transfer, gift, lease, rent or mortgage the same, without any further permission or consent of the Vendor. However, such sale, lease, mortgage,

transfer etc. shall be subject to the terms and conditions contained in this Deed. Further, the transferee or buyer shall be entitled to become a member of the Association in place of the Vendee and shall be entitled to all the benefits and rights and be subject to all the obligations and duties as the Vendee by virtue of the rights and duties conferred upon the Vendee under this Deed.

Reference to the expression 'he', 'his', 'himself' etc. used in this Deed shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Vendee. These expressions shall be deemed to be modified and read accordingly whenever the Vendee is a body corporate or a partnership firm. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.

59. This Conveyance Deed shall be governed by and interpreted in accordance with the laws of India and the courts of Aligarh shall have exclusive jurisdiction in relation to all matters arising out of this Conveyance Deed .

**SCHEDULE-A**

ALL THAT piece and parcel of Commercial Independent Unit (Unit) bearing no. \_\_\_\_\_ at \_\_\_\_\_ **Unit (Unit)**, measuring to Carpet Area of ..... Sq. Feet. at Sanskar Moon Apartments, situated at Sankar Moon Apartments, Khata No. 152, near Hotel Abha Grand, Aligarh

On the East :

On the West :

On the North :

On the South :

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seal on the day, month and year written herein above.

**SIGNED SEALED AND DELIVERED IN PRESENCE OF WITNESSES:**

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Signed and Delivered by

Within named **“Vendor/ M/s. Rachana Infratech.”**

Through its Authorised Signatory

Mr. ....

---

Signed and Delivered by

Within named **“Vendee”**

**Witnesses:**

(i) \_\_\_\_\_

Name:

Father’s Name:

Address:

(ii) \_\_\_\_\_

Name:

Father’s Name:

Address: