

**DEED OF CONVEYANCE**

1.	Type of property	:	Residential
2.	Ward/Pargana	:	Ibrahimpur
3.	Mohalla/Village	:	Sushant Golf City
4.	Property Details	:	<b>Unit No.</b> ____situated on the ____ Floor of Tower____ in the project known as “ <b>OKAS RESIDENCY</b> ” developed over Plot No. GH-1B, Sector-G, Pocket-5 in the Hi-Tech Township Sushant Golf City, Sultanpur Road, Lucknow.
5.	Measurement Unit	:	Square Meter
6.	Super area of the Unit	:	
7.	Built-Up area of the Unit	:	
8.	Carpet Area of the Unit	:	
9.	Proportionate Land	:	
10.	Situation of Road	:	On Lucknow to Sultanpur Road.
11.	Boundary	:	North East : South West : North West : South East :
12.	Sale Consideration	:	Rs. -
13.	Market Value	:	Rs. /-
14.	Payable Stamp Duty	:	Rs. /-
15.	Number of Vendor-1	:	Number of Vendee-2

PROMOTER/VENDOR

PURCHASER(S)/VENDEE(S)

<b>M/s. Pardos Lucknow Developers Private Limited</b> , a company duly incorporated under the provisions of the Companies Act, 2013 having its registered office at V.O. No. 06, 505, Chiranjiv Towers, 43, Nehru Place , New Delhi- 110019, through its authorized signatory <b>Mr. PAN-Mobile:</b>	<b>(1) Smt.</b>
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### **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE IS EXECUTED AT LUCKNOW on this <sup>th</sup> day of , BY

**M/s. Pardos Lucknow Developers Private Limited**, a company duly incorporated under the provision of the Companies Act, 2013 having CIN U45208DL2018PTC337507 and registered office at V.O. No. 06, 505, Chiranjiv Towers, 43, Nehru Place New Delhi 110019 (hereinafter referred as “**Promoter/Vendor**”) (PAN-AAKCP0174B), through its authorized signatory Mr. s/o (Aadhar No. ) authorized vide board resolution dated (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successors-in-interest and permitted assigns) being party of the FIRST PART;

AND

**(1) Smt.** hereinafter called the “Vendee(s)” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the SECOND PART;

All parties to this Conveyance Deed i.e., Promoter/Vendor and the Vendee(s)/Vendee(s) are hereinafter collectively referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

### **WHEREAS:**

**A.** Under the aegis of the Hi-Tech Township Policy promulgated by the Government of Uttar Pradesh, M/s Ansal Properties and

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Infrastructure Limited ("**APIL**") was selected for setting up a High-Tech Township on Sultanpur Road, Lucknow.

- B. APIL has developed/is developing the said Hi-Tech Township on Sultanpur Road, Lucknow under the name of Sushant Golf City, Lucknow (hereinafter referred to as "**the Township**") for which the layout is approved by the Lucknow Development Authority ("**LDA**").
- C. In Sector G Pocket 5 of the said Township, there was a larger group housing plot of land admeasuring 152,624.60 Square Meters, which was sub-divided into 3 (three) different group housing plots bearing numbers GH-1A, GH-1B admeasuring 67,291.87 square meters (16.62 acres) and GH-1C pursuant to approval of part layout plan of Sector-G, Pocket-5, by LDA vide Permit No. **39667 dated 12.02.2016**.
- D. LDA approved the building plan of group housing to be developed on Plot No. GH-1B vide Permit No. 41698 dated March 08, 2017 comprising of 22 towers numbered as 1 to 12, 12A, 14 to 22 along with provision for a separate club and shops.
- E. The Promoter/Vendor purchased the exclusive right to develop, construct, build, market and sell the FSI for Towers 21 and 22 along with the undivided, indivisible, impartible pro-rata rights in the underlying land in Plot GH-1B ("**Project Land**") from APIL vide Sale Deed dated November 05, 2018 duly registered at Serial No. 31688 in Book No. 1, Volume No. 3283 at pages 1 to 88 in the office of Sub- Registrar-Sarojini Nagar, Lucknow.
- F. The Promoter/Vendor has obtained a Fresh Permit to build towers 21 and 22 from the LDA vide Permit No. Group Housing/04176/LDA/BP/21-22/2301/03022022 dated Mar 2, 2022 ("**Building Plan**") and the said towers got reclassified as Towers 21 & 22 ("**Towers**").
- G. Based on the Building Plan approved by the LDA, the Promoter/Vendor has, at Towers 21 & 22, Plot No GH-1B, Sector-G, Pocket-5, Sushant Golf City, Sultanpur Road,

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Lucknow, developed and has constructed a residential group housing complex known as "OKAS RESIDENCY" comprising of 180 flats ("Project").

- H. Against the application made by the Vendee(s) named above, the Promoter/Vendor allotted to the Vendee(s)/Vendee(s) a residential Unit No. ...., ..... Floor, Tower- in "OKAS RESIDENCY" having carpet area ..... sq. meters (square feet), Built-Up area ..... Square Meters (..... square feet) and Super area ..... Square Meters (..... Square Feet) developed over Plot No. GH-1B situated at Sector-G, Pocket-5, Sushant Golf City, Sultanpur Road, Lucknow as per the Agreement for Sale.
- I. The Vendee(s)/Vendee(s) have, prior to the date hereof, examined the copy of the RERA Certificate. The Vendee(s)/Vendee(s) has also examined all documents and information uploaded by the Promoter/Vendor on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.
- J. The Vendee(s)/Vendee(s) after having full knowledge and understanding of the above and after seeing all the documents of titles, possession, approvals and is fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter/Vendor in the Project and its right to convey the Apartment/Unit to the Vendee(s)/Vendee(s).
- K. Upon partial completion/development/construction of Tower, a '**Completion Certificate (Partial)**' with respect to the same has been issued by the Lucknow Development Authority vide .....
- L. Based on the foregoing, the Promoter/Vendor is now selling and the Vendee(s)/Vendee(s) is now purchasing residential Unit No. , th Floor, Tower- in "OKAS RESIDENCY" having carpet area ..... sq. meters (..... square feet), Built-Up area ..... Square Meters (.....square feet) and Super area .....Square Meters (..... Square Feet) developed over Plot No. GH-1B situated at

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Sector-G, Pocket-5, Sushant Golf City, Sultanpur Road, Lucknow and an undivided proportionate interest in the common areas in the Project (hereinafter referred to as the **"Apartment/Unit"**).

- M.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

**NOW THEREFORE, THIS DEED OF CONVEYANCE  
WITNESSETH AS FOLLOWS:**

**1. CONSIDERATION & POSSESSION OF THE SAID  
APARTMENT/UNIT:**

- a)** That in consideration of the Total Price of the said Unit amounting to **Rs. ..../- (Rupees ..... Only)**, paid by the Vendee(s)/Vendee(s) to the Promoter/Vendor, the receipt whereof the Promoter/Vendor hereby admits and acknowledges (details of which are provided in the schedule), and the Vendee(s)/Vendee(s) agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions herein contained and as contained in the said Conveyance Deed, executed between the Promoter/Vendor and the Vendee(s)/Vendee(s), the Promoter/Vendor doth hereby conveys to the Vendee/Vendee residential Unit No. , th Floor, Tower- in "OKAS RESIDENCY" having carpet area ..... sq. meters (..... square feet), Built-Up area ..... Square Meters (..... square feet) and Super area .....Square Meters (..... Square Feet) developed over Plot No. GH-1B situated at Sector-G, Pocket-5, Sushant Golf City, Sultanpur Road, Lucknow and an undivided proportionate interest in the common areas in the Project (hereinafter referred to as the **"Apartment/Unit"**) with all rights, easements and appurtenances whatsoever in the said Apartment/Unit belonging or appertaining thereto

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TO HOLD the same by the Vendee(s)/Vendee(s).

- b) That the consideration of the said Apartment/Unit is inclusive of recovery of proportionate cost of land, construction of not only the said Apartment/Unit but also the common areas, internal development cost, external development cost, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/Unit, lifts, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and common solar water heater etc. as per the said Agreement/ Conveyance Deed.
- c) The cost of development of the said Apartment/Unit is escalation-free, save and except increases, which the Vendee(s)/Vendee(s) hereby agrees to pay due to imposing of any external development charges and increase in Government rates, taxes, cess etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time, and any such increased charges, if unpaid by the Vendee(s)/Vendee(s) shall be treated as unpaid sale price of the said Apartment/Unit and the Promoter/Vendor shall have the first charge/lien on the said Apartment/Unit for recovery of such charges from the Vendee(s)/Vendee(s).
- d) That the vacant and peaceful possession of the said Apartment/Unit has been delivered to the Vendee(s)/Vendee(s) simultaneously with the signing and execution of this Deed and the Vendee(s)/Vendee(s) confirms the taking over of the possession of the said Apartment/Unit after satisfying himself/herself/themselves as to the carpet area of the said Apartment/Unit and the exclusive balconies, the specifications, the fittings and fixtures installed therein and the Vendee(s)/Vendee(s) has agreed not to raise any dispute at any time in future on this account.

**2. PROMOTER/VENDOR'S COVENANTS WITH THE VENDEE(S)/VENDEE(S):**

- a) That the absolute interest which they prefer to

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transfer/demise by way of this Deed subsists and that they have marketable title, requisite right, full power and authority to convey the said Apartment/Unit.

- b) That the said Apartment/Unit is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said Apartment/Unit or any part thereof the Promoter/Vendor shall indemnify the Vendee(s)/Vendee(s).
- c) The Promoter/Vendor is responsible for providing internal services within the said Project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines & drainage lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by APIL up to the periphery of the said Project.

**3. VENDEE/ VENDEE'S COVENANTS WITH THE PROMOTER/VENDOR:**

- a) That the Vendee(s)/Vendee(s) undertake that the said Apartment/Unit shall always be used for specific purpose as specified in the said Deed. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the condition entitling the Promoter/Vendor/ Maintenance Agency to initiate and seek appropriate legal remedy against the Vendee(s)/Vendee(s) for such violation.
- b) The Vendee(s)/Vendee(s) further assures that whenever the title of Vendee(s)/Vendee(s) in the said Apartment/Unit is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Deed of Conveyance and Agreement and the Maintenance

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Agreement referred to elsewhere herein and subsequent transferee be answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the said Apartment/Unit.

- c) That whenever the title of the said Apartment/Unit is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall, at least 30 (thirty) days before the intended transfer, give notice of such transfer in writing to the Promoter/Vendor or association of Apartment/Unit owners and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting the transfer of the said Apartment/Unit failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Apartment/Unit.
- d) The Vendee(s)/Vendee(s) shall have no ownership claim over in respect of any open spaces, common area, and other units. The Vendee(s)/Vendee(s) shall only have a joint and non-exclusive right of use of the common area or common services and facilities.
- e) The Vendee(s)/Vendee(s) confirms that the parking spaces allotted to the Vendee /Vendee is for exclusive use and is inseparable, indivisible and forms an integral part of the said Apartment/Unit.
- f) The Vendee(s)/Vendee(s) hereby undertakes to pay directly to the Local Government/Central Govt./Local Authority or Township level maintenance agency existing or to exist in future all rates, taxes, charges and assessments of every description including Cess etc., which are now or may at any time hereafter be assessed, charged or imposed upon the said Apartment/Unit and Building constructed thereon, from time to time and at all times from the date of allotment of the said Apartment/Unit by the Promoter/Vendor.

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- g) The Vendee(s)/Vendee(s) undertakes to pay to the Promoter/Vendor, on demand, any liability, may be with retrospective effect which has not been demanded by Promoter/ Vendor or the concerned Authority in the shape and manner of any imposition of External Development Charges/ any other charges levied, by whatever name called or in whatever form, existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc., which are now or may at any time hereinafter be assessed, charged or imposed upon the said Apartment/Unit and Building constructed thereon/ said Project, from time to time and at all times from the date of allotment of the said Apartment/Unit by the Promoter/Vendor and with all such conditions imposed by the Uttar Pradesh Government and/or any competent authority(ies) and such imposition of External Development Charges/ any other charges shall be borne and paid by the Vendee(s)/Vendee(s) in proportion to the area of the said Apartment/Unit to the total area of all the Apartments/Units in the said Project as determined by the Promoter/Vendor and any such unpaid charges shall be treated as unpaid sale price of the said Apartment/Unit and the Promoter/Vendor shall have the first charge/lien on the said Apartment/Unit for recovery of such charges from the Vendee(s)/Vendee(s).
- h) The Vendee(s)/Vendee(s) specifically agrees to pay directly or if paid by the Promoter/Vendor then reimburse to the Promoter/Vendor on demand any Govt. levies, Property Taxes, township maintenance or other charges etc. including cess leviable in future on the Project or its underlying land or the said Apartment/Unit, as the case may be, as assessable/applicable in respect of the said Apartment/Unit to the Vendee(s)/Vendee(s) and the same shall be borne and paid by the Vendee(s)/Vendee(s) in proportion to the area of the said Apartment/Unit to the area of all the entire Apartments/Units in the said Project as determined by

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the Promoter/Vendor.

- i) The Vendee(s)/Vendee(s) shall not sub-divide or amalgamate the said Apartment/Unit with any other Apartment/Unit in the said Project without taking prior written approval of the Promoter/Vendor/Competent Authority.
- j) That the Vendee(s)/Vendee(s) shall have no right, title or interest in any other Apartment/Unit in the said Project except the said Apartment/Unit and any other Apartment/Unit which he may have purchased or may hereafter purchase by any other Deed.
- k) That the Vendee(s)/Vendee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project; save and except at areas/places specifically earmarked for these purposes in the said Project.
- l) Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Vendee(s)/Vendee(s). The Vendee(s)/Vendee(s) shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.
- m) The Vendee(s)/Vendee(s) shall, after taking possession, be solely responsible to maintain the Apartment/Unit at its own cost, in good condition and shall not do or suffer to be done anything in or to the any component of the Building, or the Apartment/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment/Unit and keep the Apartment/Unit, its walls and partitions, sewers, drains, pipe and

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appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structural members of the Building are not in any way damaged jeopardising the structural stability of the building.

- n) The Vendee(s)/Vendee(s) further undertakes, assures and guarantees that it would not put any signboard/name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/facade of the Building or anywhere on the exterior of the Project, Buildings or the said Apartment/Unit or the common areas. The Vendee(s)/Vendee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the windows 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 Apartment/Unit. Further, the Vendee(s)/Vendee(s) shall not store any hazardous or combustible goods in the Apartment/Unit or place any material in the common areas.
- o) The Vendee(s)/Vendee(s) shall neither encroach upon the common areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- p) If any damage is caused to the Apartment/Unit, common areas or to the Project on account of any act, negligence or default on part of the Vendee(s)/Vendee(s) or his employees, agents, servants, guests, or invitees, the Vendee(s)/Vendee(s) 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 Promoter/Vendor or the association of apartment/Unit owners or the Maintenance Agency, as the case may be.

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- q) The Vendee(s)/Vendee(s) shall not tamper with any wall of the apartment/Unit as all walls in the Apartment/Unit are structural elements of the building. The Vendee(s)/Vendee(s) is strictly prohibited from making any alterations or modifications in the Apartment/Unit or outside the Apartment/Unit to the structure or the services and systems laid out in the Apartment/Unit/Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Vendee(s)/Vendee(s) shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment/Unit save and except with the prior permission of the Association of Apartment/Unit owners in writing.
- r) The Vendee(s)/Vendee(s) shall not cover or construct on the balcony(ies) reserved exclusively for the dedicated use of the Apartment/Unit owner and shall only use the same as open balcony(ies), as the case may be, and in no other manner whatsoever.
- s) All fittings and fixtures including but limited to air conditioners, coolers, etc. shall be installed by the Vendee(s)/Vendee(s) at place earmarked or approved by the Vendor and nowhere else
- t) The Vendee(s)/Vendee(s) shall not use/ cause to be used the said Apartment/Unit for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment/Unit be put to residential use only. Furthermore, the Vendee(s)/Vendee(s) specifically

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undertakes not to use the said Apartment/Unit or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.

- u) The name of the Project shall always be '**OKAS RESIDENCY**' and the Vendee(s)/Vendee(s) or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Apartment/Unit owners shall not be entitled to change the same.
- v) The Vendee(s)/Vendee(s)s shall never do or permit to be done any act or thing which may render the insurance of the Building (if taken) or any part thereof void, or cause the premium to be increased.
- w) The Vendee(s)/Vendee(s)s shall abide by all laws, bye-laws, rules, regulations, requisitions, demands, notifications, etc. issued by any relevant authority and shall attend, answer and carry out all such requirements/requisitions/orders/demands which are to be complied under their orders at their own expenses and be responsible for all deviations, violations and/ or breaches thereof. The Vendee(s)/Vendee(s)s shall thus, keep the Vendor indemnified, secured and harmless against all such costs and losses and actions resulting on account of non-compliances of such requirements/ requisitions/ orders/ demands and against all losses on account of nonobservance of the terms and condition of this Deed and the Agreement.
- x) The Vendee(s)/Vendee(s)s agrees to abide by the covenants herein agreed and ensure that they shall be made binding legally on the occupiers / lessee(s) as a part of the terms and conditions between the

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Vendee(s)/Vendee(s)s and the occupier(s) / lessee(s) and defaults of the occupier(s) / lessee(s) shall be treated as that of the Vendee(s)/Vendee(s)s.

- y) The Vendee(s)/Vendee(s)s agrees that in order to enable the Seller/Vendor/ maintenance agency / association of owners, to deal effectively with the security of the Apartments/Project and maintenance of order therein, the entry be regulated. For this purpose, the Vendee(s)/Vendee(s)s agrees that the Seller/Vendor/ maintenance agency / association of owners shall be free to restrict and regulate the entry of visitors/ anyone into the Project whom it considers undesirable. In case of insistence, the security staff of the Project will be at liberty to call upon the Vendee(s)/occupant to come to the gate to personally escort the persons from the gate to the Apartment/Unit and assume the responsibility of escorting them out as well. The provision of security services will not cast any liability of any kind upon the Seller /Vendor maintenance agency/ association of owners.

#### **4. COMMON AREA & MAINTENANCE:**

- (a) In order to provide necessary maintenance services, the Promoter/Vendor may, upon the completion of the said Project, hand over the maintenance of the said Project to any Body-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Promoter/Vendor in its sole discretion may deem fit and subject to applicable laws. The maintenance, upkeep, repairs, lighting, security etc., of the said Project including common areas, landscaping of the said Project will be organized by the Promoter/Vendor or its nominated Maintenance Agency. The Vendee(s)/Vendee(s) agrees and consents to the said arrangement. The Vendee(s)/Vendee(s) undertakes to pay

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maintenance charges which shall be fixed by the Promoter/Vendor or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Vendee(s)/Vendee(s) shall be liable to pay interest at the rate of 18% per annum for non-payment of any of the charges within the time specified, failing which the Vendee(s)/Vendee(s) shall be disentitled to the enjoyment of common services including electricity, water etc.

- (b) That the Vendee(s)/Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement/Unit with the promoter/Vendor or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the said Project and corresponding maintenance charges shall be bound by the rules & regulations as described in the Maintenance Agreement. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Project, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the promoter/Vendor or Maintenance Agency, for non/belated payments thereof.
- (c) The Vendee(s)/Vendee(s) shall keep with the Promoter/Vendor/It's nominated maintenance agency an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Vendee(s)/Vendee(s) in paying promptly the maintenance bills and other charges as raised by the nominated Maintenance Agency. The Vendee(s)/Vendee(s) agrees to deposit said interest free maintenance security as per the schedule of payment given in Agreement and to always keep it deposited with the

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Promoter/Vendor/Maintenance Agency. A separate Maintenance Agreement between the Vendee(s)/Vendee(s) and the Promoter/Vendor or its Nominee/Maintenance Agency will be signed at a later date.

- (d) The Promoter/Vendor shall have the right to transfer the IFMS of the Vendee(s)/Vendee(s) collected by it to the Maintenance Agency/ Association of Apartment/Unit owners as the Promoter/Vendor may deem fit, after adjusting there from any outstanding maintenance bills and/or other outgoings of the Vendee(s)/Vendee(s) at any time upon execution of the Deed of Conveyance and thereupon the Promoter/Vendor shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any, of the Vendee(s)/Vendee(s) on account of the same.
- (e) The Promoter/Vendor or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Apartment/Unit and/or building constructed thereon for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment including for disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc. The Vendee(s)/Vendee(s) agrees to give notice of the provisions of this clause to his/her/their tenants, if any.
- (f) The common areas and facilities shall remain under the control of the Promoter/Vendor whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to the Association of Apartment/Unit owners or any other

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body or any other nominated maintenance agency.

- (g) The Vendee(s)/Vendee(s) shall also be liable to pay to the Promoter/Vendor the township maintenance charges, pro-rata as may be determined by the Promoter/Vendor or its nominated Maintenance Agency in respect of the township. All such charges shall be payable and be paid by the Vendee(s)/Vendee(s) to the Promoter/ Vendor/ Maintenance Agency periodically as and when demanded by the Promoter/ Vendor/ Maintenance Agency. The pro-rata shares so determined by the Promoter /Vendor/Maintenance Agency shall be final and binding on the Vendee(s)/Vendee(s).
- (h) That the Vendee(s)/Vendee(s)s shall at no time demand partition of his/her interest in the said land and building and any part thereof. It is hereby agreed and declared by the Vendee(s)/Vendee(s)s that his/her interest in the said land and building is undivided, impartible and is an integral part of the ownership of the Apartment/Unit and cannot be separated.
- (i) The common areas and facilities shall not be transferred and remain undivided and the Vendee(s)/Vendee(s)s and no other flat owner or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void.

**5. GENERAL:**

- a) In the event of death of the Vendee(s)/Vendee(s), the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter/Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance

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Agency, Authority and or any other Government Agency.

- b) The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Promoter/Vendor and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.
- c) The Vendee(s)/Vendee(s) shall, after taking possession or deemed possession of the said Apartment/Unit, as the case may be, or at any time thereafter shall have no objection to the Promoter/Vendor/Vendor of other Apartments/Units developing or continuing with the development of other Apartments/Units adjoining the said Apartment/Unit sold to the Apartment/Unit Vendee(s)/Vendee(s).
- d) The Promoter/Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the said Project with various Governmental/Local Authorities for electric and sewer connection etc.
- e) The said Project shall always be known as "OKAS RESIDENCY" and this name shall never be changed by the Vendee(s)/Vendee(s)s or anybody else.
- f) The provisions contained in the Agreement/Deed shall continue to apply, to the extent relevant.
- g) That the GST in respect of said Unit has been paid by the Vendee(s)/Vendee(s) as per Law.
- h) The terms and conditions contained herein shall be binding on the occupier of the said Apartment/Unit and default of such occupier shall be treated as that of the Vendee(s)/Vendee(s), unless context requires otherwise.

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- i) In case of resale of the Apartment/Unit by the Vendee(s)/Vendee(s)s, the transferee shall always be bound by the terms and conditions contained herein.
- j) That in case the Vendee(s)/Vendee(s)(s) has availed loan facility for the purchase of the said Apartment/Unit, the Vendee(s)/Vendee(s) hereby covenants with the Promoter/Vendor that after the execution and registration of Deed of Conveyance regarding the said Apartment/Unit, the original Deed of Conveyance shall be received by the Promoter/Vendor on behalf of the Vendee(s)/Vendee(s)(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
- k) The Vendee(s)/Vendee(s) shall get his/her/their/its complete address registered with the Promoter/Vendor at the time of booking and it shall be his/her/their/its responsibility to inform the Promoter/Vendor by Registered AD letter about all subsequent changes, if any, in his/her/their/its address. The address given in the application for allotment of the said Apartment/Unit shall be deemed to be the registered address of the Vendee(s)/Vendee(s) until the same is changed in the manner aforesaid.
- l) In case of joint Vendee(s)/Vendee(s)s, all communication shall be sent by the Promoter/Vendor to the Vendee(s)/Vendee(s) whose name appears first and at the address given by him/ it shall for all purpose be considered

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as served on all the Vendee(s)/Vendee(s)(s) and no separate communication shall be necessary to the other named Vendee(s)/Vendee(s)(s).

- m) All letters, receipts, and/or notices issued by the Promoter/Vendor or its nominee and dispatched Under Certificate of Posting /Regd. AD/Speed Post/ Courier Service to the last known address of the Vendee(s)/Vendee(s) shall be sufficient proof of receipt of the same by the Vendee(s)/Vendee(s) and which shall fully and effectually discharge the Promoter/Vendor /nominee.
- n) Usage of the word 'he', 'his' and 'him' in this Deed shall mean and include if the context so requires female buyers as well and the words 'he', 'his' and 'him' shall be treated, used and understood as 'she', 'her' and 'her' and in case of joint Allottees, the words 'he', 'his', 'him', 'is', 'has' shall be treated, used and understood as 'they', 'their', 'them', 'are', 'have' and respectively

#### 6. **COURT JURISDICTION:**

The Courts at Lucknow shall have exclusive jurisdiction in dealing with all matters arising out of or touching upon and/or concerning this Deed of Conveyance.

#### 7. **COMPUTATION OF STAMP DUTY**

PROMOTER/VENDOR

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1. **LOCATION OF ROAD:-** - That the Unit transferred under this deed is situated at Sushant Golf City, District-Lucknow which is on Lucknow-Sultanpur Road, given in Circle Rate List, issued by Collector, Lucknow.
  
2. **CALCULATION:-** - That the proportionate area of the land hereby sold is about ..... Square Meter. Building premises constructed on more than 18-meter-wide road & corner. The value whereof @ Rs. ....../- per sq. meter. Since the property situate on corner, hence adding 10% extra, the value thereof @ Rs......./- per sq.mtr. comes to Rs. ....../-. The building is G+14 storied and the total carpet area of flat is about ..... sq. meter, and value thereof @ Rs. /- per sq. meter comes to Rs. ....../-. The total value of land and construction of the flat comes to Rs. ....../- only, since the property situate on <sup>th</sup> floor, hence after rebate by .....%, the actual market value of the property comes to Rs......./-. But the actual sale consideration is the higher than the Market Value hence Stamp duty will be paid on sale consideration Rs. ....../- only. The Vendees have equal share i.e., 50: 50, since one of the vendees is lady, consequently, stamp duty Rs. ....../- is being paid through E-Stamp Certificate No. .... dated-08.06.2022 as per G.O. No. S.V.K.Ni. -5-462/11-2006-500(92)2005 dated 23.02.2006 of Sansthatagat Vitt Kar Evam Nibandhan Anubhag-5, after taking rebate by 1% stamp duty on the share of vendee No.1 being lady.

#### **SCHEDULE OF PROPERTY**

All the rights, title and interest of the Promoter/Vendor into and upon that piece and parcel of land being a Apartment/Unit in the said Project as per the approved layout thereof by the concerned Authority and being numbered as **Unit No. ....th Floor, Tower-..... in "OKAS RESIDENCY" having carpet area**

PROMOTER/VENDOR

PURCHASER(S)/VENDEE(S)

..... sq. meters (..... square feet), Built-Up area .....Square Meters (.....square feet) and Super area ..... Square Meters (..... Square Feet) developed over Plot No. GH-1B situated at Sector-G, Pocket-5, Sushant Golf City, Sultanpur Road, Lucknow and bounded as under:

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

#### **SCHEDULE OF PAYMENT**

Promoter/Vendor has received Rs. ..../- (Rupees Fifty Two Lakh Forty Five Thousand Two Hundred Only) including TDS is received by the Vendor from the Vendee(s)/Vendee(s) and the promoter/vendor acknowledge this receipts.

**IN WITNESS WHEREOF** the Promoter/Vendor and Vendee(s)/Vendee(s) have here set their respective hands with healthy and free mind on these present on the day, month and year first above written in presence of the following witnesses.

#### **WITNESSES:**

1.  
 (.....)

Vendor

2.  
 (.....)

Vendee(S)

PROMOTER/VENDOR

PURCHASER(S)/VENDEE(S)

PROMOTER/VENDOR

PURCHASER(S)/VENDEE(S)

PROMOTER/VENDOR

PURCHASER(S)/VENDEE(S)