

1. Classification of Land: Commercial
2. Pargana/Ward: Tajganj Ward of Agra.
3. Mohalla/village: Padam High Street, Shopping Complex Plot, Sector-E/3, Tajnagri Yojna Phase-2, Agra
4. Details of Property: One Commercial Unit/Shop No. \_\_\_\_\_ situated at \_\_\_\_\_ Floor
5. Unit of measurements: Square meters
6. Area of Property: \_\_\_\_\_ ( \_\_\_\_\_ square feet)
7. Status of Road (according to valuation list): Not applicable.
8. Other details (9 meters wide road/corner, others): Not applicable.
9. Classification of property: One Commercial Unit/Shop at \_\_\_\_\_ Floor
10. Total area of property (in case of multistoried building): Not applicable.
11. Total covered area: \_\_\_\_\_
12. Status: One Commercial Unit/Shop at \_\_\_\_\_ Floor
13. Valuation of trees: Not applicable
14. Boring/well/others: Not applicable
15. Covered area: \_\_\_\_\_
16. Year of construction: \_\_\_\_\_
17. Is belongs to Co-operative Housing Society: No
18. Consideration: Rupees \_\_\_\_\_/- (Rupees \_\_\_\_\_) Only.
19. Boundaries: -

Sides:	Boundaries:
East:	_____
West:	_____
North:	_____
South:	_____

Number of first party: One, Details of Seller:

1. Name: **M/s Shree Riddhi Siddhi Constructions** a Partnership Firm registered under the Partnership Act 1956, in the state of New Delhi having its Local Office at Hall H-1, Second Floor, Padam Plaza, Sector 16B, Awas Vikas, Sikandra Yojna, Agra represented here through its partner and authorized signatory **Shri \_\_\_\_\_** son of Shri \_\_\_\_\_ resident of \_\_\_\_\_; Profession- Business. (PAN: ABJFS5863M)

Number of second party: One, Details of Purchaser:

1. Name: **Shri \_\_\_\_\_** son of Shri \_\_\_\_\_ resident of \_\_\_\_\_; Profession- Business (PAN: \_\_\_\_\_)

Stamp duty paid according to the provisions of Article 23 (a) of Schedule 1-B read with Section 2(10) and 27 of Stamp Act, 1899, as applicable in Uttar Pradesh with provisions of U. P. Stamp (Valuation of Properties) (first amendment) Rules, 2005.

- Deed of sale for Rupees \_\_\_\_\_/- (Rupees \_\_\_\_\_) only.
- One single storied Commercial Unit/Shop No. \_\_\_\_\_ situated at \_\_\_\_\_ Floor of "Padam High Street", Shopping Complex Plot, Sector-E/3, Tajnagri Yojna Phase-2, Tajganj Ward of Agra which is more particularly delineated with colour RED and letters A.B.C.D. in the annexed plan hereto and surrounded with other multi purposes constructions within the radius of 50 meters & measured and bounded as described above.
- Rupees \_\_\_\_\_/= per square meter for Commercial Unit/Shop in a Multi-storied Commercial Complex situated at \_\_\_\_\_ Floor as described in Part No. 2 Proposal No. 4 of valuation cum rate list of 3<sup>rd</sup> Sub Registrar of Agra Sadar Tehsil at page No. 58 for property in "Tajnagri Yojna Phase-2" has been fixed

by the Collector of Agra on 18/15/2015 for the purpose of stamp duty according to the provisions of Rule 4 (1) of U.P. Stamp Rules 1997.

- According to the aforementioned circle rate the Market Value of the Unit comes to Rupees \_\_\_\_\_/- for the purpose of stamp duty which is lower than the transaction value therefore the stamp duty should be paid upon higher value according to the provision of Section 27 of Stamp Act, 1899, as applicable in Uttar Pradesh.
- Stamp duty of Rupees \_\_\_\_\_/= has been paid by the VENDOR upon this deed at the rate of 5+2=7% according to the provisions of Section 2[10] read with Section 27 & Article 23(a) of Schedule 1-B of Indian Stamp Act, 1899 read with U. P. Stamp [valuation of properties] Rules 1997 and subject to U. P. Stamp [first amendment] Rules, 2005.

**SALE DEED**

THIS DEED of sale executed at Agra on this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 201\_\_\_\_\_,

Between

1. **M/s Shree Riddhi Siddhi Constructions** a Partnership Firm registered under the Partnership Act 1956, in the state of New Delhi having its Local Office at Hall H-1, Second Floor, Padam Plaza, Sector 16B, Awas Vikas, Sikandra Yojna, Agra through its Partner & Authorized Signatory **Shri \_\_\_\_\_**, aged about \_\_\_\_\_ years, son of Shri \_\_\_\_\_ resident of \_\_\_\_\_; Profession-Business. (PAN: ABJFS5863M)(Hereinafter called the "**VENDOR**", which expression shall mean and include its executors, Administrators, successors and assignees) of the **FIRST PART**;

AND

1. **Shri \_\_\_\_\_** son of Shri \_\_\_\_\_ resident of \_\_\_\_\_ (Hereinafter called the "**VENDEE**" which term shall mean and include his successors, survivors, and legal heirs) of the **SECOND PART**.

**WITNESSETH AS UNDER:**

1. In a public auction held on 06/10/2009 by Agra Development Authority, Agra (hereinafter referred to as '**ADA**') for the plot of land labelled as "SHOPPING COMPLEX PLOT", measuring 4138.61 square meters, situated in Sector-E/3, Tajnagri Yojna Phase-2, Agra, (hereinafter referred to as the "**PLOT**") the Vendor was allotted the aforesaid plot vide Allotment Letter No.1414/D/A.E.(P)/2009-10 dated 29/10/2009.
2. The metes and bounds of the PLOT is as follows:-

East:	57 meter	Plot No. E-3/27 & Plot No. E-3/114
West:	57.10 meter	Master Plan Road 30.48 meter wide.
North:	72.50 meter	'B' type plots & 'C' type plots & Road 9 meter wide.
South:	72.50 meter	Master Plan Road 45 meter wide.

3. The said plot was transferred in the name of the Vendor by the Agra Development Authority vide a registered deed of sale dated 29/03/2011 duly registered on 29/03/2011 as instrument No. 2686 in Volume No. 3684 of Book 1<sup>st</sup> at Pages 89 to 108 at the office of the Sub Registrar 3<sup>rd</sup> Sadar Agra. Thus the VENDOR acquired the plot mentioned in the sale deed and raised constructions in accordance with a sanctioned plan No. 76/B.F.T./04/11-12 dated 17/12/2015 by ADA. These constructions are now known as "**PADAM HIGH STREET**".
4. The VENDEE/S applied for registration of Commercial Unit/Shop bearing No. \_\_\_\_\_ at \_\_\_\_\_ **Floor** in the Commercial complex known as **PADAM HIGH STREET** situated at Shopping Complex Plot, Sector-E/3, Tajnagri Yojna Phase-2, Agra-282007. In Pursuance to the application of the VENDEE/S for Commercial Unit/Shop bearing No. \_\_\_\_\_, at \_\_\_\_\_ **Floor** having **Covered Area** of \_\_\_\_\_ square feet (\_\_\_\_\_ square meters), was allotted vide **Allotment Card** dated \_\_\_\_\_ the details of the Unit allotted to the VENDEE/S are given in the **Schedule '1'** of this deed. The VENDEE/S against the total sale consideration of Rupees \_\_\_\_\_/- (**Rupees \_\_\_\_\_**) only, which has been received in the following manner:

Cheque/RTGS No.	Amount	Bank & Branch
Total Amount		/- (Rupees )only.

5. In lieu of the payment of the total sale consideration the VENDOR hereby transfers the absolute ownership of built-up Commercial Unit/Shop bearing No.\_\_\_\_, as specified in the map attached to this deed and forming part hereof as **Annexure 'B'**, subject to the conditions given further with proportionate indivisible and common interest in the entire plot covered under Shopping complex of **Padam High Street** in pursuance of the transfer by sale. The VENDEE/S will be delivered peaceful legal and physical possession of the Commercial Unit/Shop after completion of entire development work of the complex for which a proper possession memo will be signed by both the parties & will form the part this sale deed & shall be termed as **Annexure 'A'**. The stipulations Covenant and conditions to hold and use the property transferred by this deed are given explicitly in **Schedule '2'** to this deed.
6. The VENDOR here by warrants fitness of the title of the property being transferred by this deed and confirm that there is no impediment in transfer of the Commercial Unit/Shop transferred to the VENDEE/S. The property is free from any acquisition proceedings and is also free from all kind of encumbrances known so far or any kind of defect in the title or any kind of dues and taxes etc.
7. It is distinctly made clear that the VENDOR shall always be liable for any demand of addition cost of acquisition of plot which could be made by Agra Development Authority. Such a condition stands incorporated in the sale deed executed by the Agra Development Authority in favor of VENDOR.
8. The VENDEE/S here onwards has been made absolute owner of the property transferred by this deed and shall be entitled to get its name mutated in the municipal record or any other kind of statutory records as owner. The VENDOR shall have no objection. The VENDEE/S shall be entitled to take its own telephone connection, internet connection in its name. The water & Electricity connection shall be provided from the common infrastructure laid by the developer in the building as per terms mentioned in the allotment letter, through the Association.
9. The Vendee/s will acquire membership of **ASSOCIATION / MAINTENANCE BODY**, to be formed by owners of Units of Padam High Street, for the purpose of maintenance and upkeep of common areas & common spaces in Padam High Street and running, repair & upkeep of equipments installed in general utility areas in Padam High Street and to provide services such as water, electricity, power backup, security & parking management to the Unit holders and the visitors/customers of the complex, by paying membership fees/interest free maintenance security deposit (I.F.M.S) and shall pay maintenance charges, electricity charges, power backup charges, capital replacement fund etc. and be bound by the terms and conditions of the association given in **Scheduled '3'** of this deed.
10. That the charges for preparation, execution and registration of this Sale Deed in respect of the Unit transferred, including Stamp Duty, Corporation Surcharge, Registration Charges and other expenses have been borne and paid by the VENDOR/S. However The VENDEE/S shall be liable for any deficiency in stamp duty if demanded by Registrar under Stamp Act after registration of this document in future.
11. The stamp duty payable on the property being transferred by this deed is calculated in accordance with circle rates prescribed by the government amounting to **Rs. \_\_\_\_\_/- (Rupees Only)** i.e. calculated @ **Rs. \_\_\_\_\_/- per sq.mtr. of Constructed Covered Area.**

**Details of Land and Premises :**

Shopping Complex Plot, Sector-E/3, Tajnagri Yojna Phase-2, Agra - 282007.

**SCHEDULE-1**

**Details of the Property Transferred**

Commercial Unit/Shop No. \_\_\_\_\_ at \_\_\_\_\_ Floor

Covered Area: \_\_\_\_\_ sq.ft. ( \_\_\_\_\_ sq.mt.)

**Bounded as under**

East:	
West:	
North:	
South:	

**SCHEDULE-2**

**Terms and Conditions to hold and use the property transferred by this deed**

1. Covered area for the purpose of this sale deed is defined as: Floor space within the four walls cubically, except the front door opening in common passage or back wall in case if there is no adjoining construction. In all cases otherwise the ownership of common walls will be shared by adjoining owner if any on 50:50 basis.
2. That the VENDEE/S shall be liable to pay the House Tax, Water Tax, and Sewer Tax and any other government taxes if any, levied and claimed by local authority and government agency proportionately for the Unit transferred after the execution of sale deed, by the VENDOR to the VENDEE/S.
3. All taxes, levies, charges etc. present and future, or any other charges on the transferred Unit or the overall scheme levied by any statutory or local body shall be proportionately borne and paid by the VENDEE/S from the date of booking. These include charges for external development, strengthening or betterment charges etc.
4. The VENDEE/S shall use the Unit for the purpose of Commercial activity only as proposed in registration application.
5. In order to avoid lawlessness and inconvenience to the visitors/customers within the Complex the VENDEE/S shall always take preventive measures against anti-social elements, trespassers within the complex or within the Unit transferred, and shall not allow or permit the gathering of such elements. The Vendee/s /occupier/s in its behalf shall always keep indemnify the maintenance body or the developer from any illegal action, litigation or criminal proceedings which may be initiated by such elements visiting their units.
6. The VENDEE/S shall within 15 days intimate to the maintenance body/developer in writing under his own signature of change in his residential or postal address failing which the maintenance body/developer shall not be held responsible for any loss of correspondence etc.
7. In case there are joint VENDEE(S), all communication shall be send by the MAINTENANCE BODY to the first named VENDEE/S, at the address given by him for mailing and which shall for all purposes be considered as served on the VENDEE(S) and no separate communication shall be necessary to the other named VENDEE(S).
8. That any notice, letter, communication sent by Developer to the VENDEE/S at the last known address, sent by prepaid registered post / speed post, shall be deemed to have been received by the addressee on the

expiry of one week from the date of dispatch irrespective of the fact whether or not the same has been received by the addressee.

9. Except for the specific built-up covered areas herein transferred and the necessary easementary rights pertaining thereto, all the common area facilities and the residuary rights in the proposed building shall continue to vest in the Developer till such time as the same or a part thereof is transferred, sold or is otherwise transferred to any particular Buyer and / or to the MAINTENANCE BODY. The Buyer hereby agrees that in case after the completion of the building, further construction on the plot or the Building becomes permissible the Developer shall have the sole right to raise such further construction, which shall belong to the Developer notwithstanding the designation and allotment of any common areas or as limited common areas or otherwise. It is agreed that in such a situation the proportionate share of the VENDEE/S in the common areas and facilities shall stand varied accordingly. The proportionate share however shall not include newly earned additional F.S.I. above rooftop floor available to the developer in future.
10. The Vendee/s shall not have any individual claim, right, title or interest of any nature or kind whatsoever except right of **ingress/egress** over or in respect of land, open space and all or any of the common areas such as lobbies, staircases, lift, and corridors etc. which shall stand vested in MAINTENANCE BODY/DEVELOPER for the purpose of its maintenance and upkeep.
11. Common display spaces and Terrace rights are exclusively reserved for the Developer, who shall have exclusive rights as owner thereof and shall have rights to use or deal by way of sale/ transfer/ lease/ mortgage etc. as the case may be and permissible under law.
12. The VENDEE/S has duly inspected and examined the Unit for the purpose of verifying workmanship, material used and the fitting and fixture used within the Unit as well as in the entire complex and open spaces within the compound before taking possession. All the defects or discrepancies if any pointed out by the Vendee are duly removed and acknowledged thereof the Vendee has issued its due diligence certificate/inspection note in this regard to the VENDOR.
13. That the VENDEE/S shall not make any excavation upon any part of the property hereby transferred nor shall remove any stone, sand, gravel, clay, or earth there from.
14. That VENDEE/S is hereby barred from subdividing Unit transferred and shall not cause permanent partition in any manner for the purpose of transferring the partitioned area. This bar shall not operate in case of amalgamation and merger of several units by Unit holders and thereafter its joint or several transfer of share of units.
15. In case of sale of the Unit by the Vendee/s, he shall ensure that the buyer shall be bound by the same terms, conditions and obligation with regard to the use of the Unit and membership of the Maintenance Body as the Vendee is under the present deed and subject to payment of membership charges& monthly maintenance charges as decided by the maintenance body from time to time.
16. That transfer of the VENDEE/S'S interest in the Unit transferred shall always be bound by the terms and conditions of these presents.
17. Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.

## **OBLIGATIONS OF THE VENDEE/S**

### **1. ELECTRIFICATION:**

1. The developer will energized the building on LT voltage of 220 volts by using high quality transformers etc. and has provided common bus wire along with provisions for metering cubical for distributing electricity to Vendee/s.
2. The Vendee/s shall draw its electrical cable from bus wire panel provided on each floor to its Unit at their own cost in the supervision of staff of developer/maintenance body as per the prescribed route and shall pay the cost of dual meter as per actual to the developer.

3. As the building has been energized on single point electrification system. The Vendee shall reimburse proportionate share of security deposit and system loading charges to the maintenance body.
4. It shall be mandatory on the part of Vendee to pay monthly electrical consumption charges to the maintenance body on time.
5. The Vendee/s shall also pay actual proportionate cost of energization charges as charged by M/s Torrent Power Ltd or relevant Authority, to the developer before possession of the unit transferred along with proportionate cost of distribution panels.

## **2. TELEPHONE:**

- a) The Unit holder shall have telephone/ internet/ cable network connection in its own name from the concern Authority and shall pay the usage charges including security deposit etc. accordingly.
- b) In case Vendee desires to increase the telephone lines and requires extra cables, the same shall be provided by Developer/Maintenance Body at the cost of Vendee/s and the execution work pursuant thereto shall be exclusively carried out by the Developer/Maintenance Body.

## **3. CORRIDORS DRIVE WAYS & PARKING:**

- a) The VENDEE/S shall not be allowed to encroach upon the corridors, open courtyards, common passage, staircases, drive ways, parking etc. Any such encroachment shall be liable to be removed at the cost and expense of the VENDEE/S.
- b) The VENDEE/S cannot put any of his display materials in the corridors such as mannequins or any kind of display cards for publicities.
- c) The VENDEE/S shall not be allowed to use the corridors for parking/ storages of materials etc.
- d) The VENDEE/S shall not be allowed to paint any kind of message, publicity & advertisement on the walls in the corridors other than the space prescribed in the frontage of the Unit.
- e) Driveways shall remain always unobstructed and without storage of material.
- f) Basement shall be used exclusively only for parking purposes by the Unit holders.
- g) Parking norms and its rules and regulation shall be framed by the maintenance body, which shall always be binding upon Unit holders or persons claiming under it.
- h) Apart from the powers stated above the maintenance body shall always be deemed to be authorized by the Vendees or persons claiming to it to remove any goods staked, stored or haphazardly placed within the corridors, common passages, stair cases open spaces etc. within the premises or the compound of the Complex. The maintenance body shall also be entitled to prevent the parking of H.C.V. (Heavy Commercial Vehicle) and L.C.V. (Light Commercial Vehicle) or any other vehicle whether power driven or non-power driven within the compound of complex except for the period of loading or unloading goods or the merchandise. The parking of such vehicle shall be permissible and confine only to the place earmarked by the maintenance body within the compound as per rules and conditions which may be formed by the maintenance body along with unit holders.

## **4. LIFT:**

- a) The usage of the lift shall be exclusively for individuals.
- b) The VENDEE/S shall not be allowed to use the lift for the carriage of the material and products of the Vendee, which will be permissible through the stair cases only.

## **5. FAÇADE:**

No addition, alteration or modification of the facade shall be allowed. Further the neon / glow sign/sign board will be of specific size prescribed by the Developer and will be architecturally controlled. The same will be installed at a place(s) to be specifically earmarked by the Developer and at no other place.

6. The Vendee/s shall not use, keep, and store any inflammable or explosive material in the Unit, which may endanger the life of property in the entire building or in the surrounding of Unit transferred. This includes prohibition of installing any furnace, bhatti or welding Units etc.

7. **Garbage disposal:** The Vendee/s has the liability to keep the premises clean and the entire disposal and the garbage coming out of the Unit transferred shall be disposed-off in the manner prescribed by the Maintenance Body.

**8. RESTRICTIONS ON BUSINESS**

That VENDEE/S hereby covenants with the VENDOR and agrees to use the Unit transferred for permitted/lawful purposes only and not to carry on or permit to be carried on in the Unit transferred or in any part thereof, any activities which shall be or is likely to be in contravention of the statutory bye-laws, rules and regulations, or unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants of the building or store any goods of hazardous or combustible nature or which are so heavy as to affect the construction or the structure of the said building or any part thereof. Besides the VENDEE/S shall not be allowed to undertake any of the following business activities within the Unit: Butcher Shop, Vending of country liquor, theka, bhang, ganja, Fire Crackers, Printing Press or any other activity, which may be hazardous to the life and property of the general customer or other occupier of the COMPLEX and which falls within the definition of factory or industrial purposes. Also that the VENDEE/S shall not setup any business involving manufacturing process within the Unit, which require installation of machines or the nature of workshop for example automobile work shop, Lathe machine, shoe factory or activities of like nature.

9. That in case the Unit transferred is not used and occupied by the VENDEE/S, it shall ensure that all obligations, liabilities and responsibilities devolved upon it under this sale deed, shall be made legally binding on the occupier on his behalf as part and parcel of the terms and conditions of its Agreement with the Occupier, even in case of vacancy, the VENDEE/S shall be liable to discharge all the liabilities and duties under this sale deed along with timely and prompt payment of Maintenance Charges.

**10. TOILETS:**

- (i) The common toilet for the usage of the Unit holders as well as customers of the COMPLEX, have been provided which shall be maintained by the maintenance body.
- (ii) No separate toilets shall be permissible to any Unit except the prior approval or the permission has been taken from the maintenance body which shall be permissible only if the structure of the building in common areas are not disturbed. Such toilets shall be connected to duct or sewage provided with the structure by the developer.

**11. DAMAGE TO THE PROPERTY:**

The VENDEE/S shall be liable to maintain the property hereby transferred in sound and fit condition and shall not damage its flooring, ceiling, walls, columns in any manner, which may or likely to cause damage to the adjoining Units. The VENDEE/S shall be liable to pay all the damages, which he has done to the property of the COMPLEX, or the property of any other co Vendee due to his negligence or purpose by way of compensatory fine as decided by the MAINTENANCE BODY/DEVELOPER.

12. That if the demised Premises suffers any irreparable damage due to fire or natural calamities, the VENDEE/S at its own cost shall be entitled to restore the damaged Unit to the original condition subject to the municipal bye-laws and rules.

**13. INSURANCE:**

The Developer has already contemplated for General Insurance policy covering the structure of entire building including lift, generator set and water storage tank against several risks such as Fire, Shock, Earthquake and civil commotion which shall cover the period of one year commencing with effect from actual completion and possession of COMPLEX to the VENDEE/S, thereafter it shall be the obligation of VENDEE/VENDEES to renew the same through MAINTENANCE BODY. The VENDEE/S shall also be bound to purchase at its own cost insurance policy individually for covering risk of fire, destruction or accident within the unit of the goods or person as the case may be commencing from the date of possession.

The Vendee/s /Occupant agrees not to do or permit to be done any act or thing which may render void or void able any insurance of the Building or any Part thereof or cause increased premium to be payable in respect thereof. Incase found so, Vendee/s shall be liable to bear the costs and the consequences.

#### **14. LOGO:**

The sign board of COMPLEX including glow sign shall always remain under the name and style of Padam High Street which shall always be maintained, than maintenance body, till its existence and shall always remain unalterable.

#### **15. COLOUR SCHEME:**

It shall be the duty of the VENDEE/S to maintain the general color scheme of the COMPLEX which shall be fixed at the very inception of the COMPLEX, Such color scheme shall be unalterable in order to maintain the identity of the COMPLEX. The Vendee/Vendees undertake to abide by and comply with all laws, rules and regulations applicable to the said Unit/Project.

### **SCHEDULE-3**

#### **Terms and Conditions of Maintenance Body/Association**

For the purpose of maintenance and upkeep of common areas & common spaces in Padam High Street and running, repair & upkeep of equipment installed in general utility areas in Padam High Street and to provide services such as power backup, security & parking management to the Unit holders and the visitors/customers of the Complex the developer along with the Unit holders will form Maintenance Body/Association which will carry out the following works and collect maintenance contribution in proportion of the Area of the Unit transferred to the Vendee/s and recurring expenses incurred in the services rendered.

**1. RIGHTS AND OBLIGATION OF THE SOCIETY:** - It shall be responsible for the maintenance and upkeep of common facilities, equipment and common areas from the general pool of funds contributed by the members of the Association and it may decide its own agenda apart from functions and duties assigned herein under:

- a. Cleaning, Sweeping, Maintenance & upkeep of common spaces such as corridors, stairs cases, lobbies, courtyard, common toilets, drive ways, parking, boundaries etc. but it shall not extend to the units transferred to the Vendee/s.
- b. Maintenance upkeep and operation of all the electrical infrastructure which includes electric supply system such as cables, electrical panels, switch boards, transformers, bus wires, lights including tube lights, bulbs, fans installed in common facilities areas like corridors, stairs cases, toilets, courtyard, parking, drive ways, boundaries etc.
- c. The ASSOCIATION shall have an electric connection in its own name for the purpose of electric supply to common areas and common facilities and the consumption charges thereof shall be payable by the members proportionately.
- d. It shall be responsible for water supply management and equipment maintenance including submersible pumps, overhead tank system, and water supply pipes and hydrants.
- e. It shall also be responsible for the preservation and upkeep of the fire-fighting system and equipments as well as Management of the Fire Fighting System.
- f. ASSOSIATION shall be responsible for upkeep and maintenance of the exterior/interior work of all common areas within the COMPLEX including repairs, whitewash, paint etc. except the Unit transferred to the VENDEE/S.
- g. The running, maintenance, electric consumption preservation and upkeep of the common lifts shall also be the responsibility of the ASSOCIATION.
- h. The running, maintenance, preservation and upkeep of the common generators shall also be the responsibility of the ASSOSIATION.

- i. It shall be responsible for providing security service for the common areas and spaces alone in the Complex for which it may hire professional agencies or it may hire its own guards. Unit holder for individual security shall arrange their own security at their expenses.
- j. It shall be responsible to keep the building and common equipments in the Complex insured. (However the Vendee or any other person claiming under it shall be solely responsible for insuring the contents within the Unit transferred at his/her own cost, risk & responsibility.)
- k. Operation & maintenance of car parking spaces in the basement or any other part of the complex and collection of parking charges, which shall be chargeable from the visitors /customers and Unit holders shall be the responsibility of the association. However the association/developer shall not be responsible for any theft or damages to the vehicle of Unit holders, there staff or visitors parked in parking or any other space in Padam High Street.
- l. The association shall also engage and maintain permanent/temporary staff for repair, maintenance, operation and upkeep of above mentioned functions, which shall be confined to common areas and common service facilities areas. It shall not extend to the units transferred to the Vendee/s.
- m. The ASSOCIATION shall arrange for the Annual Maintenance of the common Lifts, Fire-fighting system, generator and any other equipment of common facilities as it may deemed necessary.
- n. The ASSOCIATION shall maintain a Sinking Fund known as Capital Replacement Fund to which each VENDEE/S shall contribute in proportion to its floor area, for the future repair, replacement of various equipments of common facilities and repair/betterment of common areas and spaces such as corridors, drive ways, courtyard, staircases, lift lobbies, toilets, parking, building elevation etc.
- o. Collection of operation/maintenance contribution and all other charges/taxes etc. by whatever name called levied/livable by Municipal Corporation or local authority or any other authority in respect of the Complex, which shall not include the taxes/duties/levies chargeable upon individual unit.

**p. COLLECTION OF MAINTENANCE CONTRIBUTION**

Association shall maintain proper books of accounts of expense incurred, costs tendered and receipts and shall collect contribution from the Vendee/s on monthly basis. The contribution would be divided in four parts:

- i. Common area maintenance contribution
- ii. Power backup charges in proportion to the power backup load sanctioned to the Vendee/s.
- iii. Contribution towards capital replacement fund
- iv. Electrical Connection as per unit reading& sanctioned load.

The association will make an annual budget and fix common area maintenance contribution based on area of the Unit transferred to the Vendee/s. Besides above mentioned functions and duties the association shall be entitled to form its own rules and regulation as required from time to time for the smooth management of the Complex.

**2. DEFINITION OF MAINTENANCE CONTRIBUTION**

For the above mentioned functions, duties, responsibilities and operations, pertaining to common facilities, areas, spaces & equipments the association will incur all the costs and expenses such as salaries, wages, administrative overhead along with the following costs defined herein below:

- a. Cost of electrical consumption incurred for running and operation of equipments and electrical installations in common facilities areas and spaces, to the state electricity board on monthly basis.
- b. Cost of general Insurance.
- c. Cost of Annual Maintenance contracts granted for maintenance and upkeep of common lifts, generator, fire-fighting system & other equipments of common usage.
- d. Cost incurred in hiring security personnel & sweeper, electrician, plumber, manager, accountant etc. in common areas and spaces only.
- e. Cost of material and labor incurred for repairs, paints, whitewash etc.
- f. Cost of consumables such as toiletries, lightening, spares, fuels etc.

- g. Cost of running & maintenance of common Generators.
- h. Miscellaneous Overheads, general expenses including expenses incurred in social obligations.
- i. Contribution towards capital replacement fund.

3. **CONDUCT OF BUSINESS AND GOVERNANCE OF THE SOCIETY:** The Association shall conduct its operations and shall govern itself by the rules, regulations and bye-laws as prescribed under Society Registration Act, 1860 being incorporated therein.

4. The ASSOCIATION can maintain the Complex either on its own or assign the maintenance on contract basis to some maintenance agency. The Vendee/s shall be liable to contribute such maintenance charges as may be fixed by the ASSOCIATION from time to time.

5. In case if any of the VENDEE/S does not pay the maintenance charges for more than 3(three) months then the VENDEE/S shall be denied all the common facilities until all the dues has not been cleared by the VENDEE/S, if such situation further subsists for more than one year, the ASSOCIATION formed by member VENDEE/S shall have all Authority to seal the premises for carrying on the business.

6. **Delegation of Power:-** The Vendee/s /occupier on its behalf by this document shall always deemed to have delegated their power by way of attorney to the association or the developer to file suit, proceedings including criminal proceedings against any person or group of persons who disturb the peace and tranquility of the Complex and shall always be deemed to be authorized by the Vendee/s or person claiming through it to take legal action against the violators of rules and regulations within the complex, trespassers, rioters, loiters, hooligans, unwanted antisocial elements, eve teasers causing inconvenience to the visiting customers, visitors, Unit holders or their staffs including maintenance staff of the complex. The association for the aforesaid purpose shall always be having the power of representation on behalf of the Unit holders to represent for government or statutory legal authorities in other words shall be deemed to be power of attorney holder for the aforesaid purpose only.

7. Association/Developer shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the Unit transferred/said Building including those or due to electrical devices installed in the Unit transferred. The hazards as aforesaid originating from the Unit transferred/said Building shall not impose any kind of legal or financial liability on Association/Developer and the Vendee(s)/ Lessee(s)/ Licensee(s) agrees to keep the Association indemnified and harmless against any loss or damage that may be caused to the Association in this regard. The Vendee(s)/Lessee/Licensee shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Unit transferred or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the Vendee(s)/Lessee/Licensee alone shall be responsible for all legal and financial consequences arising there from.

8. That the Vendee(s)/ Lessee/ Licensee shall always maintain the Interest Free Maintenance Security Deposit as decided & mentioned in application form & allotment card on the area of the unit transfer for smooth operations and monthly maintenance charges as per the then existing rates.

9. That the Vendee/s shall at the time of leasing or licensing or letting out or disposing off the Unit transferred in any manner whatsoever, the than owner/Vendee/s of the Unit transferred shall ensure that the security deposit with Association is assigned in his name.

10. The Vendee/s / Lessee/ Licensee shall allow access within the Unit to the Association or its Representatives for carrying out inspection, repair, maintenance etc. even if the problem does not pertain to the Unit transferred.
11. That the Vendee/s / Lessee/ Licensee shall not do or cause to do any such act, deed or thing which may result in misuse or overdrawing of services provided by the Association.
12. That the Vendee/s / Lessee/ Licensee shall have no reservation or objection to any installation of kiosks on temporary basis and/or other promotional activities and events being organized by the Association for the purpose of promotion of the Complex/ generation of additional funds..
13. That the Vendee/s / Lessee/ Licensee shall strictly adhere to all Government laws and Bye Laws and rules & regulations formed by the Association.
14. In case the Vendee/s lease/license/rent the Unit transfer by this deed and decides that the maintenance charges will be paid by the Lessee/licensee/tenant then Vendee/s shall inform the Association in writing for raising the maintenance bill and electricity/generator charges in favour of lessee/licensee/tenant directly.
15. That in the event Unit transferred is leased out or remain unused or vacant, the Vendee/s or the recorded owner of the Unit transferred as per the records of the Developer shall indemnify and hold harmless Association towards delay and/or default in payment of such maintenance and usage charges. That in the event of default on part of the Lessee/ Licensee to pay the Operation/ Maintenance charges and other dues the amount(s) due shall be paid by the Vendee/s.
16. Association shall be entitled to the promotional displays in the common areas of the building Vendee/s/ Lessee/ Licensee shall not object to the same.

**Circle Rate:** Rs. \_\_\_\_\_/- per square meter for **Unit on \_\_\_\_\_ Floor.**

**Government Value of the sold Unit:** \_\_\_\_\_ x \_\_\_\_\_/- = Rs. \_\_\_\_\_/- or to say Rs. \_\_\_\_\_/-

**Transaction Value of the Unit:** Rs. \_\_\_\_\_/-

**Stamp Duty:** So, The Stamp Duty Payable on Transaction Value Rs. \_\_\_\_\_/- @ 7% = Rs. \_\_\_\_\_/-

**Total Value of Stamp Duty = Rs. \_\_\_\_\_/-** is being paid on this sale deed.

**In witness thereof parties to this deed put their seal and signature of this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 201\_\_\_\_\_.**

**VENDOR**

**VENDEE/S**

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Witness No. 1 -----

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Witness No. 2 -----