

SUMMARY OF SALE DEED

**SALE DEED FOR RS. \_\_\_\_\_/-**

**STAMP DUTY RS. \_\_\_\_\_/-**

**VALUATION/ MARKET VALUE OF THE FLAT AS PER CIRCLE RATE:**

**Circle Rate** : @ Rs. [●]/-Per Sq. Mtr

**Rebate for Floor** : [●]%

**Extra for Common Facilities** : [●]%

**Total Valuation (as per circle rate list)** : Rs. [●]

**BRIEF DETAILS OF FLAT**

**V-Code** : [●]

**Type of Land** : Residential (Group Housing)

**Mohalla/Gram** : Noor Nagar, Pargana Loni,

**Tehsil and District** : Ghaziabad

**Details of Flat** : Flat No. [●], on [●] Floor, Tower- [●], in the Project known as '[●]' built on Plot No.- [●] situated in the area of [●] Tehsil and Distt. Ghaziabad, U.P

**Carpet Area** : \_\_\_\_\_ Sq. Ft. (\_\_\_\_\_ Sq. Mtr.)

(Super Area only for the purpose of calculation

of Stamp Duty) : \_\_\_\_\_ Sq. Ft. (\_\_\_\_\_ Sq. Mtr.)

**Parking** :

Percentage of undivided interest

In the common area and facilities: \_\_\_\_\_%

**Boundaries of the Plot of Land:**

East : [●]

West : [●]

North : [●]

South : [●]

## **SALE DEED**

THIS SALE DEED (“Deed”) is made and executed at Ghaziabad on this [●] day of [●] 202\_\_ by and between:

**M/S INFRAEGIS CONSTRUCTIONS PRIVATE LIMITED** (CIN U70109UP2021PTC153205) a company duly registered under the provisions of the Companies Act, 2013, having **PAN No [●]** having its registered office at The Corenthum Tower, Tower-B 6th Floor, Office No. 46, Sector 62 , Noida, Uttar Pradesh, India – 201301, through its Authorized Signatory [●] duly authorized vide resolution passed by its Board of Directors in its meeting held on [●] (hereinafter referred to as “**First Party/Promoter**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns OF THE ONE PART

### **IN FAVOUR OF**

**[INSERT NAME OF ENTITY/INDIVIDUAL DETAILS]** (hereinafter referred to as the "**Second Party**", which expression shall include his/her/its respective heirs, executors, administrators, legal representatives, successors and permitted assigns, as and where applicable) OF THE OTHER PART.

The expressions **First Party** and **Second Party** may hereinafter individually also be referred to as “**Party**” and collectively as “**Parties**”.

### **WHEREAS**

- A. The First Party is the absolute and lawful owner of the land comprising Khasra No. 1048 and Khasra No. 1061, admeasuring a total of 12,674.63 square meters, situated at Noor Nagar, Pargana Loni, Tehsil and District Ghaziabad (the “**Said Land**” or “**Project Land**”), by virtue of Sale Deeds dated 12.04.2024, registered

with the office of the Sub-Registrar, Ghaziabad under Registration Nos. 4373, 4369, and 4375, and Sale Deed dated 19.05.2023, registered with the office of the Sub-Registrar, Ghaziabad under Registration No. 5083.

- B. The First Party has received the necessary sanctions and approvals to develop a group housing project comprising of residential/commercial flats/units known as “Atlas” (herein after referred to as ‘**Real Estate Project/Project**’) on the aforesaid Project Land.
- C. The Ghaziabad Development Authority has issued a Sanction Letter dated 25th June 2025, bearing No. Group Housing/09018/GDA/BP/23-24/1564/17052025, granting approval to develop the Project on the Said Land
- D. The First Party has obtained requisite layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment, units or building, as the case may be, from Ghaziabad Development Authority.
- E. The First Party has obtained registration the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“Act”) and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (“Rules”) from the Uttar Pradesh Real Estate Regulatory Authority at Lucknow (“Authority”) vide registration no [●]. \_\_\_\_
- F. The Second Party applied for the allotment and sale of a [residential/commercial flat/unit] in the Project [vide Allotment Letter dated\_\_\_\_/Builder Buyer Agreement/Agreement to Sell dated\_\_\_\_], intending to purchase Flat/Unit No. [●], located in Tower No. [●], on [Date], together with the exclusive usage rights of [Number of] Parking Space(s) for the purpose of parking vehicle(s) only (“Unit/Flat”).
- G. The Second Party has been provided by the First Party with all the relevant information, documents, building plans and such other credentials with respect to its rights, title and interest and its competency, facilities and basic infrastructure provided in relation to the Project/Project Land. The Second Party has confirmed that he/she/it has examined the said documents, building plans etc., and is/are fully satisfied in all respects with regard to the rights, title and interest of the First

Party in the Project/Project Land and has also understood all limitations and obligations of the First Party in relation thereof.

- H. The First Party has completed the Project and has obtained an occupation certificate/completion certificate in relation to the Project from [●], vide and under the terms of [●] [As applicable].
- I. The Second Party herein has thus relied solely on his/her/its own judgment and investigation while deciding to seek allotment of the Unit/Flat. There has never been any objection by the Second Party in this respect after the allotment of the Unit/Flat by the First Party, and as such, pursuant to the allotment, the Second Party is now entering into this Deed in relation to the Unit/Flat.
- J. In terms of the said Agreement for Sale/Builder Buyer Agreement, on completion of construction and development of the Project and subject to payment of total consideration amount by the Second Party to the First Party and all other amounts and interests as and when payable in respect of the said Unit/Flat, the Parties had agreed to execute a Conveyance Deed for conveyance of the said Unit/Flat by the First Party in favour of the Second Party. The Second Party, since has paid the total agreed consideration to the First Party and the First Party, by virtue of this Deed, is transferring and conveying the Unit/Flat, in favor of the Second Party, on the terms and conditions, as set out hereinafter.

**NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:**

1. That in lieu of receipt of the Total consideration amount viz., an amount of **Rs. Rs. [●]/- (Rupees [●] Only) a (Rupees \_\_\_\_\_ Only)** already paid by the Second Party to the First Party in accordance with the payment plan stated in the Allotment Letter/Agreement for Sale/Builder Buyer Agreement, the First Party hereby conveys to the Second Party, all rights, title and interest of Unit/Flat Bearing No. \_\_\_\_ on \_\_ Floor Tower-\_\_\_\_, forming part of the Real Estate Project ‘ATLAS’ having carpet area admeasuring[●] along-with the [●] car parking located in basement area of said tower (“**Parking**”) (identity of car parking shall be intimated after completion of entire Real Estate Project in order to avoid any

dispute/ complication/ ambiguity), developed (hereinafter referred to as the “**Unit/Flat**” more particularly described in **Schedule A** and the floor plan of the Unit/Flat is annexed hereto and marked as **Schedule B**.

2. That Parking allotted with the said Unit/Flat is for the exclusive use of the Second Party as an integral and inseparable part of the said Unit/Flat. The Parking shall not be treated as an independent legal entity nor shall it be alienated independently of the said Unit/Flat. In the event of Second Party desiring to convey the title of the said Unit/Flat to any person, the Second Party shall do so provided that the Parking is transferred along with the said Unit/Flat as a composite unit.
3. No parking of car/vehicle is allowed inside the Project except to those Unit/Flat purchasers in the Project, who have the reserved car parking space allotted to them. Two wheeler, scooter, motor cycle, cycle or any vehicle will be parked within same parking space allotted to the Second Party; no other place will be provided/allowed for the same. The First Party also reserves its right to allot the un-allotted parking spaces in future after handing over the maintenance of the Project to the association of owners/allottees of the units/flats.
4. That the total amount paid by the Second Party to the First Party for the said Unit/Flat is inclusive of club membership, EDC, EEC, FFC, IFMS, Meter Charges, power backup, admin charges, AOA, IGL, Labour Cess and water sewerage charges as on the date of execution of this Deed. However, if as a consequence of Government, Statutory or Local Authorities enhancing the charges already levied or levy any additional charges in respect of Real Estate Project then the enhanced or fresh levies shall be payable additionally by the Second Party to the First Party, calculation in which case shall be on the basis of proportionate carpet area of the Unit/Flat.

5. That the First Party covenants that this Deed is executed in its entirety and the First Party has received the entire total consideration amount for the Said Unit/Flat amounting to Rs. [●]/- (Rupees [●] Only) the receipt of which the First Party hereby confirms, admits and acknowledge
6. In case the Second Party has availed loan facility from financing bodies to facilitate the purchase of the Unit/Flat, then in that case (a) The terms of the financing agency shall exclusively be binding and applicable upon the Second Party only, (b) The Second Party shall alone be responsible for repayment of dues of the financial institution/agency along with interest / penalty accrued thereon or any default in re-payment thereof.
7. The Second Party hereby gets exclusive possession of the covered/ built-up area of the Unit/Flat. The Second Party shall also have undivided proportionate share in the Common Areas and facilities in the Project and shall use such Common Areas and facilities harmoniously with other occupants of the Project without causing any inconvenience or hindrance to any of them. The Second Party shall also be entitled to use the general common areas and facilities within the Project earmarked for common use of all the occupants of the same. Further, the use of such Common Areas and facilities within the Project shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.
8. Except for the Unit/Flat, conveyed herein along with all common easementary rights attached therewith, including undivided right of use of all common areas and facilities and of ingress and egress over common areas within the Project, all rights and interests in all un-allotted / unsold areas in the Project, open spaces, roofs / terraces, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the First Party and the First Party shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any

manner including by way of sale, transfer, lease or any other mode which the First Party may deem fit in its sole discretion.

9. That the common area and facilities in which the Second Party shall have percentage of undivided interest shall be transferred to the Association of Apartment Owners by the First Party as and when the same is formed duly in accordance with the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or under any other relevant law for the time being in force after development of entire phases of Real Estate Project and after getting completion certificate from the Ghaziabad Development Authority. Any addition and alternation shall be carried out by the First Party in accordance with building bye laws, rules and regulation and provisions of Act. The Second Party shall have right to use the common area and facilities in the Real Estate Project.
10. In the event of transfer by the Second Party to any third party, the Second Party shall ensure that the form, manner and terms of sale deed to be executed in favour of transferee in case of alienation shall be in consonance with the form, manner and terms of this deed. Anything contrary contained in the sale deed of transferee as that of this deed shall be void and unenforceable against the First Party.
11. The Second Party shall not be entitled to claim partition of his/her/their undivided share in the common area and facilities, and the same shall always remain undivided and impartible and unidentified.
12. That at present the fire safety measures of the Real Estate Project have been provided where ever required as per the existing fire safety code / regulations and charges, therefore, are included in the total consideration amount of the said Unit/Flat. If, however, due to any subsequent legislation(s), Government Regulation, Order or Directive or any applicable law, the First Party is required to



undertake / install any further fire safety measures, the additional cost in respect thereof shall also be payable by the Second Party to the First Party calculation in which case shall be on the basis of proportionate carpet area of the Unit/Flat, upon written demand made by the First Party.

13. That at present the First Party has provided the electrical power facility and supply system for the Project as per prevailing requirement and present government norms. That all charges for consumption of electricity, water or any other service or facility provided in the said Unit/Flat shall be borne and paid exclusively by the Second Party from the date of taking actual physical possession of the said Unit/Flat. It is further agreed that the Second Party shall bear the proportionate cost to be calculated on the basis of carpet area of the Unit/Flat of additional power requirement and change in the present arrangement of power supply for the Project, if any, required at a future date.
14. That the First Party has assured the Second Party and the Second Party is satisfied that the Said Unit/Flat does not have any encumbrances, liens and charges, easements, attachments of any nature etc., which may restrict the First Party to convey the Said Unit/Flat to the Second Party and the First Party has the full unencumbered rights and authority to convey the said Unit/Flat.
15. That the Second Party confirms that the Second Party has got conveyed the said Unit/Flat with full documented knowledge and understanding of all the laws, bye-laws, rules, regulations, government orders and notifications as applicable to the said Project in general and the said Unit/Flat in particular and all terms and conditions contained in the Allotment Letter/Agreement for Sale, and of all the laws, notifications and rules applicable to the area in which the said Project is located in general and group housing projects in particular, including but not limited to those imposed by GDA or the Ghaziabad Municipal Corporation and other terms and conditions contained/imposed by the concerned Government or

Local Authorities/Bodies from time to time and that he/she/it has familiarized himself/herself/itself with all the aforesaid and other agreements, arrangements etc. and clearly understood his/her/its right, duties, responsibilities, obligations under this Deed.

16. That the Second Party confirms that he/she/it has personally inspected the entire said Unit/Flat and Project, satisfied himself/herself/itself about the quality, specifications and extent of construction, carpet area, facilities, amenities and design of the Unit/Flat and has understood all building plans of constructions, title documents of the Said Land/Project Land, deemed completion certificate of the said Project, the rights of the First Party to own/possess the Said Land/Project Land, execute this Deed and all other documents relating to the title, competency and all other relevant details of the said Unit/Flat alongwith the Said Land/Project Land including legal completion of the Project and the Second Party is fully satisfied.
17. That the First Party has handed over actual, vacant, peaceful and physical possession of the said Unit/Flat to the Second Party on execution of this Deed which the Second party acknowledges without any demur or protest.
18. It is agreed between the Parties that the Promoter shall be entitled to develop the Said Land / Project in a phase-wise manner as the Promoter as it may desire in terms of the sanctioned plans and specifications as may be revised or amended from time to time in accordance with the provisions of law.
19. The Second Party shall not encroach or obstruct or keep any of his/her/its/their items in the stairs, corridors, lobby, entrance or other common areas of the tower in which the Said Unit/Flat is located, in any manner whatsoever. The Second Party shall not in any manner whatsoever encroach upon any of the Common Areas, limited use areas (if applicable) and shall also have no right to use the facilities and

services not specifically permitted to use. The Second Party shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by him/her in the Unit/Flat or on open/covered parking space(s) or on any Common Areas within the Project and shall be liable to be removed at his/her /their cost.

20. The Second Party shall not cover or construct any structure in the balcony area of the Said Unit/Flat. Upon breach of this condition by the Second Party, the Second Party shall be solely liable and responsible to face the adverse actions of the statutory authorities or by First Party. In case any fine/penalty/levy/charge of any nature whatsoever is levied by the competent authority for such violation, the same shall be paid by the Second Party. Second party shall also be under obligation to restore the area of balcony to its original condition. In case, any violation is reported to him/her either by the Association of Allottee's or by any other competent authority/court/tribunal under any law for the time being in force or by First Party, the Second Party shall be under obligation to make good such violation within a period of 30 days failing which appropriate recourse as may be available under the law can be taken against the Second Party and all charges/fees/expenses of any nature whatsoever so incurred in rectifying such violation, the same shall be borne by the Second Party.
21. That the Second Party has duly inspected the said Unit/Flat and is satisfied with the quality of building materials, fittings and fixtures of the said Unit/Flat. Except as permitted under the applicable laws, the Second Party shall have no claim against the First Party in respect of any item of work, fittings and fixtures in the said Unit/Flat which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever. The Second Party is entitled to the use and occupation of the said Unit/Flat without any interference but subject to the terms and conditions, stipulations and restrictions contained in the Allotment Letter/Agreement for Sale, and this Deed.

22. That the Second Party undertakes to abide by all laws, rules & regulations and terms & conditions if any imposed by GDA, Ghaziabad Municipal Corporation and / or of the local bodies, or any other competent authority, provisions of any act/legislation/ policy/ office order/circular by whatever name it is called and laws as applicable from time to time on the Project in general and on the said Unit/Flat in particular and shall be liable for any defaults or breaches of any of such conditions, rules or regulations.
23. That the Second Party shall from the date of possession maintain the said Unit/Flat at his / her / its own cost in a good and tenable condition, and repair and maintain the same properly. The Second Party shall also keep the internal and external areas of the said Unit/Flat in a neat, clean and tidy condition. The Second Party shall keep the Unit/Flat properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Project or hinder the proper and responsible use of such portion(s) by the First Party and owners of other flats. The Second Party shall maintain at his/her/their own costs the Unit/Flat including walls and partitions, sewers, drains, pipes, attached lawns, if any, and attached terrace areas there to in the same good condition, state and order in which it is delivered to him/her/them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the Project, more particularly the flats adjoining and below it. The Second Party shall keep the First Party, and owners / occupiers of other flats in the Project indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Second Party.
24. The Second Party has agreed and undertaken to enter into and to execute a Maintenance of Common Area and Facilities Agreement with the First Party or its Nominated Maintenance Agency, as the case may be, which shall govern the terms of payments or such other charges/amounts payable by the Second Party towards

common area and facilities and consequences of default/delay in making payment of maintenance charges and matters connected thereto.

25. The First Party has provided power back-up system to each Flat/Unit and to the common services/facilities in the Project. The Second Party shall be liable to pay regularly and timely charges towards electricity consumed by the Second Party directly to UPPCL or such other electricity service provider as per consumption in accordance with guidelines provided by them and power backup charges to the Maintenance Agency as per metering system installed at such rates, taxes, levies, service charges etc., as determined by the First Party or its nominated Maintenance Agency, as the case may be, failing which, supply of electricity through mains or power back-up can be discontinued by the First Party or Maintenance Agency or UPPCL or such other electricity service provider, Association of Apartment Owners or such other competent authority/person/body as the case may be.
26. The maintenance of the Unit/Flat including all walls and partitions, sewers, drains, pipes, attached lawn and attached terrace areas shall be the exclusive responsibility of the Second Party from the date of execution of this deed as the actual physical possession has been handed over to the Second Party. Further, the Second Party will neither himself/ herself/itself do nor permit anything to be done which may damage any part of the building in which the Unit/Flat is situated, the staircases, shafts, common passages, adjacent flat/s, common area and facilities etc. or violates rules or bye-laws of any competent authority or the Association of Apartment Owners.
27. The use of the common area and facilities shall be governed by the bye-laws of the Apartment Owners Association or in the manner as may be decided by the Apartment Owners Association which the Second Party shall abide by. Till the Apartment Owners Association shall is formed, the Second Party is not permitted to use common areas of the entire Real Estate Project for organizing personal functions such as marriages, birthday parties etc. If any space is provided in the Project / club

for organizing meetings and small functions, the same may be used by the Second Party on payment of such charges as may be fixed by the First Party/Maintenance Agency/Association of Apartment Owners or such other body as the case may be from time to time.

28. The First Party shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural or of any nature whatsoever originating from the Unit/Flat of the said Second Party or other flats / Common Areas of the Project. The Second Party shall keep the Maintenance Agency/ Association of Apartment Owners and the First Party indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency, Association of Apartment Owners, the First Party and other flat owners of the Project or their family members or any other persons or their properties in this regard.
29. All the provisions contained herein and the obligations arising hereunder in respect of the Unit/Flat / Project shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and / or subsequent purchasers / transferees of the Unit/Flat. Whenever the right, title and interest of the Second Party in the Unit/Flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Deed and the Maintenance Agreement executed by the Second Party and he / she/ they be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Unit/Flat.
30. The Second Party may transfer by sale, gift, exchange or in the manner known to law, the Unit/Flat. Whenever the title of the Unit/Flat is transferred in any manner by any means, it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the First Party or Maintenance Agency, or the Apartment Owners Association as the case may be, before transferring the Unit/Flat and it shall be responsibility of the transferor to obtain NOC from First

Party, Maintenance Agency or Association of Apartment Owners. The transferor shall also ensure payment of any outstanding dues, tax, charge, levy, penalty, or such other amount as may be due to any competent authority/body prior to date of transfer. In case, the transferor fails to pay outstanding dues, if any, to the competent authority, body, First Party or Maintenance Agency or the Apartment Owners Association, First Party or the Association of Apartment Owners or Maintenance Agency as the case may shall have right to put the transfer acknowledgement application in abeyance till the outstanding dues are paid to the satisfaction of First Party, Maintenance Agency or Apartment Owners Association.

31. The structures of the Project along with lifts, pump houses, generators and other common facilities etc., may be insured by the Second Party (if required as per applicable laws) or by the association of apartment owners as the case may be.
32. The Second Party shall not keep any hazardous, explosive, inflammable chemicals/materials etc. which may cause damage to the Unit/Flat/Project or any part thereof. The Second Party shall be liable for the same and keep the First Party and owners of other flats in the Project indemnified in this regard. The Second Party further undertake not to do anything or shall not use the Unit/Flat being the subject matter of this Deed in a manner, which may cause any nuisance, annoyance or obstruction or hindrance to the other owners/ occupants in the Real Estate Project or is immoral or illegal.
33. That the usage of the Common Areas and facilities of the Project by the Second Party shall be subject to restrictions, rules and regulations placed by the First Party/Maintenance Agency or the Association, as the case may be.
34. Till the formation of the Association and hand over of the Common Areas to the Association of Apartment Owners by the First Party in accordance with the provisions of Real Estate (Regulation and Development) Act, 2016 or such other

cognate enactment, the maintenance of the Common Areas and provision of common services, facilities and amenities shall be carried out by the First Party or the nominated Maintenance Agency, as the case may be. The Second Party shall be responsible to pay maintenance charges to the First Party or Maintenance Agency as the case may be in accordance with the Maintenance Agreement.

35. The Second Party shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external façade of the building or anywhere on the exterior or on common areas or on roads of the Project and shall be entitled to display their own name plate only at the proper place, provided for the Unit/Flat.
36. The Second Party shall be solely responsible to maintain the Unit/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit/Flat and keep the Unit/Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
37. The Second Party shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Second Partys and/or maintenance agency appointed by association of Allottees. The Second Party shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
38. The Second Party shall not be allowed to effect any of the following changes/alterations, which includes but is not limited to:



- a) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the Unit/Flat or any part of adjacent flats/units. In case damage is caused to an adjacent flat or common area, the Second Party will get the same repaired, failing which, the cost of repair may be deducted from the Second Party's IFMS deposit.
- b) Make any encroachments on the common spaces in the Project.
- c) The Second Party further undertakes, assures and guarantees that he/she would not put any sign- board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Second Partys shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Second Party shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Second Party shall also not remove any wall, including the outer and load bearing wall of the Unit/Flat.
- d) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Unit/Flat.
- e) The Second Party shall not use or cause to be used any common area / facility / services for a purpose other than the respective intending uses.
- f) Not to do or suffer to be done anything in or to the said Project, said Unit, staircase Common Areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change / alter or make addition in or to the Building or to the said Unit itself or any part thereof and to maintain the said Unit at his/her/their own cost in good repair and condition from the date on which the Second Party is permitted to use the said Unit. In the event of the Second Party committing any act in contravention of the above provision, the Second Party shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority and shall also pay any penal charges levied by the authorities;

- g) Not to bring, without prior written permission of the Promoter and / or Maintenance Agency, any commercial vehicle inside the said Project
- h) Not to use the garden and the playground provided in the said Project as common facilities provided in the said Project, for any purpose other than recreation;
- i) Not to store anything in the Common Areas, car parking space/s, staircases, refuge floors nor store any goods in the said Unit which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building / Project or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building / Project and in case any damage is caused to the said Building / Project on account of negligence or default of the Second Party in this behalf, the Second Party shall be liable for the consequences of the breach and shall repair the same at his / her / their own cost;
- j) Not to change the use of the Unit and / or make any structural alteration and /or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Unit and not to cover or construct anything on the open spaces, garden, recreation area and / or parking spaces / areas and / or refuge areas;
- k) Not to demolish or cause to be demolished the said Unit or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof and keep the portion, sewers, drains, pipes in the said Unit appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building / Project in which the said Unit is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural changes in the said Unit without the prior written permission of the Promoter;
- l) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building / Project and not to cover / enclose the planters and service ducts or any of the projections from the said Unit or within the said Unit, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC

partition or walls, pardis or other structural members in the said Unit without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Project;

- m) Not to shift windows of the said Unit and / or carry out any changes in the said Unit so as to increase the area of the said Unit and/ or put any grill not in conformity with the rest of the grills and / or façade of the Building/ Project which would affect the elevation of the Building / Project and / or carryout any unauthorized construction in the said Unit. In the event if any such change is carried out, the Second Party/s shall remove the same within 24 hours of notice in that regard from the Promoter. In the event if the Second Party/s fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter upon the said Unit and remove such unauthorized construction and the Second Party/s hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoter
- n) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Unit and the Building / Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- o) Shall not violate and shall abide by all rules and regulations framed by the Promoter or under any law for the time being in force, for the purpose of maintenance and up-keep of the Building / Project and in connection with any interior / civil works that the Second Party may carry out in the said Unit
- p) Shall not violate and shall observe and perform all the rules and regulations which the Association of Allottees may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Unit therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid

down by the Association of Allottees regarding the occupation and use of the said Unit in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- q) Shall never in any manner enclose any flower beds / pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Unit and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Unit at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Unit to its original state.
- r) That the Second Party agrees not to use the said Unit / Flat or permit the same to be used for purpose other than for [residential/commercial purpose] or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Unit / Flat in the Building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Unit/Flat which tend to cause damage to any flooring or ceiling of any Unit / Flat over or below or adjacent to his Unit / Flat or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

39. The Second Party shall strictly observe following points to ensure safety, durability and long-term maintenance of the Project:

- a) No changes in the internal lay-out of the Unit/Flat should be made without consulting a qualified structural consultant and without prior information to the First Party or the Association of Apartment Owner's and obtaining requisite consent thereof.

- b) The plumbing network inside the Unit/Flat is not to be tampered with or modified in any case.
  - c) All the external disposal services to be maintained by periodical cleaning.
  - d) No alteration will be allowed in elevation, even of temporary nature.
  - e) The Second Party should make sure that all water drains in the Unit/Flat (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.
  - f) If the Second Party rents out the Unit/Flat, he/she/it is required to submit all details of the tenants to the First Party, Maintenance Agency or the Association of Apartment Owners, as the case may be. The Second Party will be responsible for all acts of omission and commission of part of his/her tenant.
  - g) Second Party is not allowed to put the grills in the Unit/Flat as per individual wish, only the design approved by First Party will be permitted for installation.
40. The Second Party hereby acknowledges that there is a provision under the building bye-laws/notification/office order/circular for purchase of additional FAR and the First Party shall be at liberty to file such application seeking grant of Additional FAR before the Competent Authority in accordance with law.
41. The Second Party shall permit the Promoter and its surveyors, architects, engineers, contractors, employees and agents with or without workmen and others and its employees at reasonable times to enter into and upon the Unit or any part thereof for the purpose of viewing or repairing or maintaining and cleaning any part of the said Building/ Project including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving

or appurtenant thereto as also for the purpose of making, laying, installing and / or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Unit for the benefit of the said Building / Project and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wire structure or other conveniences belonging to or serving or used for the Building, after giving prior notice thereof. The Second Party shall not obstruct or hinder the Promoter and / or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;

42. The Second Party acknowledges the contents of deed of declaration in relation to the Real Estate Project deposited by the First Party before the competent authority as per the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Second Party shall have no objection to the amendment, if any, is proposed by the First Party and the same is processed in accordance with law.
43. That the Second Party shall be liable for property / house taxes, ground rent, lease money, vacant land tax, fire tax, education tax, scavenging tax, water charges or any other taxes, charges of any nature whatsoever payable in accordance with relevant law which may be levied or levied on the said Unit/Flat from time to time by any competent authority. The charges shall be borne by the Second Party as per the demand of the concerned department/ authority irrespective of the fact that the Second Party was keeping his/her Unit/Flat vacant & locked or was not occupying the said Unit/Flat.
44. Upon formation of the Association of Apartment Owners in accordance with the relevant law for the time being in force and duly recognized by the Competent

Authority, the First Party shall handover the charge of Common Areas and facilities to such Association of Apartment Owners.

45. That the Second Party shall be under obligation to become member of the Association of Apartment Owner's and subscribe to their memorandum, articles, bye laws, rules, regulations and other applications or documents as the case may be in accordance with law for the time being in force.
46. That the Second Party shall be entitled to get the said Unit/Flat mutated and transferred in Second Party's own name in the records of all the concerned authorities on the basis of this Deed or through its certified copy, at Second Party's own cost and expenses.
47. That the Second Party acknowledges & consents that construction & developments activities can be continued by the First Party and its associates for the development of remaining part of the Real Estate Project or its phase in the manner suitable to the First Party and the Second Party has no objection in this regard. The First Party shall be at liberty to do all such acts as may be necessary in this regard.
48. The Second Party may, in case of any need, get the photocopy of relevant documents pertaining to the said Unit/Flat/Project from the Maintenance Agency on request and on payment of administrative charges as may be determined in this behalf by the First Party.
49. In terms of the Real Estate (Regulation and Development) Act, 2016, the First Party shall be responsible for structural defects in the said Unit/Flat or any other defect in workmanship relating to the said Unit/Flat, only if such defect is brought to the notice of the First Party within a period of 5 (five) years from the date of handing over physical possession of the Unit/Flat. It shall be the duty of the First Party to

rectify such defects without further charge, within such reasonable time as may be required, from the date of service of notice from the Second Party.

Provided that, the First Party shall not be liable for any such structural / architectural defect which results from / induced by: (i) the Second Party, by means of carrying out structural or architectural changes from the original specifications / designs; or (ii) any act, omission or negligence attributable to the Second Party or non-compliance of any applicable laws by the Second Party; or (iii) ordinary wear and tear in due course; (iv) any defect arising out of fixtures, fittings in the Unit/Flat that is not attributable to the First Party.

50. The defect (s) caused on account of normal wear and tear and / or negligent use of the Unit by the Second Party / occupiers without proper internal maintenance, vagaries of nature shall be exempted, and the Promoter shall not be responsible / liable in such cases. (iii) The Second Party acknowledges that a number of machines / equipment / products / services installed / provided by the Promoter have been outsourced by the Promoter in construction / development of the Unit / Building / project including the installation of lifts / air condition units / DG sets / fixtures in the nature of fans, lights, wardrobes, kitchen equipment etc. manufactured or provided by reputed vendors and such machines / equipment / products / services are supported by warranties for limited period. The Promoter shall not be responsible / liable for any manufacturing or other defects arising from / on account of the said machines / equipment's / products / services and the Second Party / Association of Allottees can approach such third parties directly for such warranty claims.
51. That Second Party shall be responsible for his / her / its Income Tax and Capital Gains Tax liabilities for income received and/or gains arising out of the transaction under this Deed.



52. That both the parties agree that any kind of dues, interest, penalty, compensation whatsoever in respect of the Unit/Flat stands settled save as those otherwise stated in this deed which may become due and payable and Second Party agrees and acknowledges that it shall not be eligible to raise claim or dispute of any nature whatsoever in future with regard to the same before any forum and the same shall stand finally settled upon execution of the present Deed.
53. That the Second Party specifically agrees that except the right, title and interest in the Unit/Flat and parking area which is being transferred by virtue of the present deed, the Second Party shall have no right, title or interest of any nature whatsoever in any part of the Real Estate Project save as otherwise being conveyed vide this deed.
54. The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Second Party agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
55. That the Second Party shall permit the First Party/ Maintenance Agency/Association of Apartment Owners, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Unit/Flat or any part thereof for the purpose of maintaining, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, structures of other convenience, which the First party or its nominated maintenance agency is liable to maintain as per the terms of the Maintenance Agreement.

56. That, this conveyance deed is confined to sale of the Unit/Flat only. All other unsold flats / saleable units / areas /facilities etc., which are not specifically forming part of this deed are excluded from the scope of this sale deed.
57. In the event of any controversy as to the interpretation and applicability of the terms and conditions as mentioned in the Allotment Letter/Agreement for Sale and the terms and conditions contained as in the Deed, the terms and conditions as contained in the Deed shall prevail and shall remain binding on the Second Party.
58. That the Second Party shall be entitled to transfer and/or assign his / her / its rights and interest in the said Unit/Flat to any individual after obtaining no dues certificate in writing from the First Party/Maintenance Agency/Association, and if the Common Areas are being transferred to the Association as per the terms mentioned above then no dues certificate in writing of such Associations the case may be
59. That, it shall be the sole obligation of the Second party to get his/her respective flat comprehensively insured against fire, earthquake, riots and civil commotion, militant acts, etc. at his/her own initiative, cost and expenses.
60. That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India. The Courts at Ghaziabad alone shall have the jurisdiction to entertain any case/dispute arising out of or in connection with this Deed.
61. That all present and future expenses, charges etc., including the stamp duty, registration charge and other incidental expenses payable in relation to the said Unit/Flat under this Deed will be borne and paid by the Second Party alone.
62. If any provision of this Deed is prohibited or determined to void, illegal or unenforceable under applicable laws, such provision shall be deemed to be amended

in so far as the same is inconsistent with purpose of this Deed and to the extent necessary to confirm to applicable laws and remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.

63. No waiver of any of the terms of this Deed shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

**IN WITNESS WHEREOF**, The FIRST PARTY and the SECOND PARTY have signed this Deed of Conveyance/Sale at Ghaziabad on the date first mentioned above in the presence of the following witnesses:

**SIGNED AND DELIVERED BY THE WITHIN NAMED FIRST PARTY:**

**AND SIGNED AND DELIVERED BY THE WITHIN NAMED SECOND PARTY** \_\_\_\_\_

**WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**SCHEDULE-A**

**DESCRIPTION OF THE SAID UNIT/ FLAT**

**SCHEDULE-B**

**FLOOR PLAN**