

Format of sale deed applicable only for Ghaziabad district. Requirements of sub-registrar office may be reconfirmed to ensure their inclusion.

**SALEDEED**

1. Type of Property: Commercial
2. Mohalla/Gram: Commercial Project situated at Khasra no. 971, 972, 973, part of Khasra no. 974 & part of Khasra no. 975 VILLAGE:- Bhonja, Now known as Vasant Chitra Mandir, Nehru Nagar, Ghaziabad
3. Details of Shop : (address of shop, details of project, and complete address along with khasra no. and parking details)
4. Carpet Area:
5. Exclusive Balcony / Verandah / Open Terrace Area (EBVT) :
6. Status of Public Road:
7. Sale Consideration:
8. Basic Circle Rate:
9. No Less for floor in basic circle rate and add 9% for all amenities, less 5% for rainwater harvesting system, the rate comes:
10. Govt. Value:
11. Stamp Duty paid:

Stamp Duty is paid accordingly to GO.....

**SALEDEED**

**THIS SALE DEED** is executed at (Location) on this day of (month and year).

**BETWEEN**

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1. **M/s Fastech Developers LLP**; incorporated under the provisions of the Companies Act, having its **Registered Office** at 9<sup>th</sup> Floor, A-152, Sector-136, Noida, Distt. Gautambudh Nagar, U.P. and having **Site office** at \_\_\_\_\_, through its Authorized Signatory, Shri \_\_\_\_\_ son of Sh. \_\_\_\_\_, duly authorized vide its Board's Resolution dated \_\_\_\_\_, hereinafter referred to as "**Developer**" which was referred by name as '**Promoter**' in the agreement for sale between concerned parties dated....., which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the **ONE PART**.
2. **Mr. Akshay Garg S/o Shri Krishan Swarup Garg R/o H.NO. 128, Model Town East, Ghaziabad, Uttar Pradesh 201001**
3. **Mr. Deepak Garg S/o Shri Krishan Swarup Garg R/o H.NO. 128, Model Town East, Ghaziabad, Uttar Pradesh 201001**

AND

4. (Name of buyer/Allottee(s)/Allottee with relation to guardian/ spouse and current address) hereinafter referred to as "**Allottee(s)**" which was referred by name '**Allottee**' in the agreement for sale between concerned parties dated, which expression, unless repugnant to the context or meaning thereof, shall mean and include their respective legal heirs, legal representatives, and assigns), of the **OTHER PART**.

PAN: \_\_\_\_\_ PAN: \_\_\_\_\_

**WHEN EAS:**

- A. The Developer is constructing/ has constructed a commercial complex on the land totaling to \_\_\_\_\_ sq.mts., comprising under Plot Nos. \_\_\_\_\_, situated in the area (.....) (hereinafter referred to as "**Project Land**"), for itself and as per inter-se agreement bearing Registration No. \_\_\_\_\_ dated Bahi No. \_\_\_\_\_, Jild No. \_\_\_\_\_, Page No. \_\_\_\_\_ and (agreement details with other companies or developers if any), after obtaining sanction of building plans from \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_"), vide its letter bearing No. \_\_\_\_\_ dated \_\_\_\_\_.
- B. Pursuant to the aforesaid sanction of a building plan, the Developer developed the Project Land by constructing thereon a Commercial Complex, namely "\_\_\_\_" (hereinafter referred to as "**Said Complex**") and bearing UPRERA registration number UPRERA PRJ \_\_\_\_\_, comprising of buildings having commercial shops (details regarding commercial project if commercial), along with other common services and facilities being part of the Said Complex, in accordance with the sanctioned building plans and were compounded by \_\_\_\_\_ vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_.

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- C. Upon partial completion of construction of Said Complex, an application was submitted by the Developer to GDA for grant of completion/occupation certificate. Thereafter, GDA vide its letter No. dated has granted partial completion/occupation certificate in respect of the Towers, namely being part of the Said Complex, on the conditions as contained therein.
- D. On an application submitted by the Allottee(s), the Developer agreed to allot, vide a letter of allotment dated (hereinafter referred to as "**Allotment Letter**") duly executed between them an commercial unit bearing No. (herein referred to as "**Said Shop**"), on \_\_\_\_ Floor, in the Said Complex, having a Carpet area measuring as per annexed map along with an undivided and imitable proportionate share in the land underneath the Said Building and undivided proportionate share in the common areas of the Said Building, including all easements rights attached thereto.
- E. The Allottee(s) has been provided by the Developers with all the relevant information, documents, building plans, and such other credentials with respect to its rights, title, and interest in the Project Land, and its competency, facilities, and basic infrastructure provided in the Said Building. The Allottee(s) have confirmed that they have examined the said documents, building plans, etc., and are fully satisfied in all respects with regard to the rights, title, and interest of the Developers in the Project Land/Said Complex/Said Building and have also understood all limitations and obligations of the Developers in relation thereto. The Allottee(s) herein, thus, have relied solely on their own judgment while deciding to seek allotment of the Said Shop. There has never been any objection by the Allottee(s) in this respect after the allotment of the Said Shop by the Developers, and as such, pursuant to the allotment, the Allottee(s) are now entering into this Sale Deed in respect of the Said Shop.
- F. For the purposes of this Sale Deed, "Common Areas and Facilities" means and includes:
  - (i) the land on which the Said Building is located and all easements, rights, and appurtenances belonging thereto and the Said Building;
  - (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, stairway, and entrances and exits of the Said Building;
  - (iii) installations of common services such as power, light, sewerage treatment plant, and rainwater harvesting in the Said Complex;
  - (iv) the elevators, tanks, pumps, motors, expressers, pipes and ducts and general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors; and

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(v) Circulation area, service areas including but not limited to, machine room, overhead water tanks, stores, etc., architectural features, if provided, and security control rooms.

G. All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas & facilities and shall be reserved for use of certain shop or shops to the exclusion of other shops without the interference of other shop owner(s).  
“Limited common areas and facilities”, means those common areas and facilities within the Said Building earmarked/ reserved including Open parking spaces, storage, etc. for use of certain shop or shops to the exclusion of other shops.

H. The Allottee(s), since have paid the total agreed to consideration to the Developers as mentioned hereinafter, the Developer, by virtue of this sale deed, jointly and severally, transferring and conveying their respective rights, title, claim and interest in the Said Shop to the Allottee(s), on the terms and conditions, as set out hereinafter.

**NOW, THEREFORE, THIS SALE DEED WITNESSETH, AS UNDERTAKEN:**

1. In consideration of a total sum of which consideration is already paid by the Allottee(s) to the Developers, the receipt whereof the Developers hereby acknowledge and admit before the Sub-Registrar, and in consideration of the undertaking of the Allottee(s) to pay such further amount, as may be at any time hereto after become liable to pay in terms of this Sale Deed, and also subject to all those terms and conditions contained in the Allotment Letter, as referred hereinabove, which may or may not have been specifically incorporated herein, the Developers doth hereby grant, convey, transfer, assure and assign unto the Allottee(s), the Said Shop, as more fully described in SCHEDULE “A” given hereunder, and for greater clarity delineated on the site plan attached hereto, together with the undivided and imitable proportionate share in the land underneath the Said Building and the undivided proportionate share in the common areas of the Said Building and along with all rights and easements whatsoever necessary for the enjoyment of the Said Shop together with the rights to use one Open/Covered Parking Space in limited common areas and facilities, specifically earmarked in the Said Complex TO HAVE AND TO HOLD the same unto and to the use of the Allottee(s) and their successors-in-interest and assigns, legal heirs, absolutely and forever, subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter contained and each of them.
2. The Said Shop hereby sold, conveyed, and assured under this Sale Deed is free from all sorts of encumbrances or charges (except those created on request of the Allottee(s) to obtain loan for the purchase of the Said Shop), transfers, easements, liens, attachment transferable rights in the same.

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3. The vacant and peaceful possession of the Said Shop hereby sold and has been delivered by the Developers to the Allottee(s) and the Allottee(s) have taken possession of the same, after physical inspection of the Said Shop, and after having satisfied themselves about the quality, specifications and extent of construction, carpet-area, Exclusive Balcony / Verandah / Open Terrace Area facilities, and amenities and design of the Said Shop and undertakes not to raise any dispute hereto after in connection therewith individually or collectively with any other person(s).
4. In case the Allottee(s) have availed of a loan facility from their employer or financing bodies to facilitate the purchase of the Said Shop, then in that case; (a) the terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only, and (b) the Allottee(s) shall alone be responsible for the repayment of dues of the financial institution/agency along with interest/penalty accrued thereon or any default in re-payment thereof.
5. For Computation Purpose, 'Carpet Area' shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, / open terrace area or any exclusive open terrace area.
6. The Allottee(s) shall get exclusive possession of the covered/ built-up area of the Said Shop. The Allottee(s) shall also have undivided proportionate share in the common areas and facilities within the Said Building and shall use such common areas and facilities harmoniously with other occupants of the Said Building without causing any inconvenience or hindrance to any of them. The Allottee(s) shall also be entitled to use the general common areas and facilities within the Said Complex, earmarked for common use of all the occupants of the same. Further, the use of such common areas and facilities within the Said Building and/or of the Said Complex shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.
7. Except for the Said Shop, 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 Said Complex, which may be within or outside the foot print of the Said Building, all rights and interest in all un-allotted / unsold areas in the Said Building / Said Complex, open spaces, roofs / terraces of Said Building, basements, parking spaces (except those which are specifically allotted), common areas and facilities shall continue to vest in the Developers and the Developers 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 Developers may deem fit in their sole discretion.
8. The Allottee(s) shall not be entitled to claim partition of their undivided share in the land underneath the Said Building, and the same shall always remain undivided and imitable and unidentified.

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9. The Allottee(s) shall abide by and observe all the conditions, terms and covenants of the Sale Deed, approvals governing the Said Building / Said Complex, rules framed by the Developers and / or the nominated maintenance agency (Facilities Management Agency / FMA Agency), Association of Allottee(s) and all laws, bye-laws, rules, and regulations stipulated by including the conditions mentioned in the completion certificate, referred hereinabove, and/or the Municipal, Local and other Government or Statutory bodies and abide the provision of the Uttar Pradesh Shop (Promotion of Construction, Ownership, and Maintenance) Act, 2010, Real Estate (Regulation and Development) Act, 2016. and rules made thereunder, and shall remain responsible and shall keep the Developers and owners/ occupiers of other shops in the Said Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.
10. The Developers doth hereby covenant with the Allottee(s) that the interest, which each of the Developers hereby professes to transfer, is subsisting and the Developers have good rightful power and authority to convey, grant, transfer, assign and assure the Said Shop unto the Allottee(s) in the manner aforesaid free from all encumbrances. The Developers hereby further covenant that in the case at any time hereto after by reason of any act or default or omission or commission on the part of the Developers, the Allottee(s) suffers any loss and is deprived of whole or any portion of the Said Shop conveyed to the Allottee(s) on account of any defect in the title of the Developers, the Developers shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Shop by the act of default, omission or commission of the Developers and make good the losses suffered by the Allottee(s) thereby, and in such case, the Allottee(s) shall have no claim to any compensation in any other property in the Said Complex.
11. The Allottee(s) have already paid the sale consideration, as stated hereinabove, and all other dues/charges, which are payable from the date of application and/or, in terms of the Allotment Letter, referred hereinabove. However, if any additional charges including an increase in Development charges, levies, rates, taxes, demands, etc. including service tax, GST, VAT / Works Contract Tax, development charges for the provision of peripheral and / or external services or any other reason attributable to the Said Shop / Said Building / Said Complex, are levied in future retrospectively or otherwise, then the same shall be treated as unpaid consideration of Said Shop payable by the Allottee(s) and the Developers shall have first charge / lien on Said Shop for recovery of the same.
12. The Developers have agreed to organize operation, upkeep, and maintenance of various services and facilities provided in the Said Complex as a facilitator through its nominated agency, (herein "Maintenance Agency") for the initial period of one year from the date of issue of completion certificate or the date by which sixty percent of the shops have been handed over to the allottee(s), whichever is earlier in compliance with The Uttar Pradesh Shop Act' 2010 and its subsequent amendment. The Allottee(s) have agreed and undertaken to enter into a Maintenance & Management Agreement (herein "Maintenance Agreement") executed / to be executed between the Developers, Allottee(s) & the Maintenance Agency. The Allottee(s) have undertaken to deposit with the Maintenance Agency, an interest-

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Free Maintenance Security (herein "IFMS"). For availing various services and facilities provided in the Said Complex/Said Building, the Allottee(s) have paid, in advance, for an initial period of one year on account of Maintenance Charges towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges, etc., as per the terms of the Maintenance & Management Agreement. Thus, the Maintenance Agency shall be entitled to disconnect the said services and facilities including the electricity supply & power back-up in the event of default or delay/default in payment of said maintenance charges by the Allottee(s), after the expiry of an initial period. Allottee(s) may be permitted to transfer the Said Shop only after obtaining no dues from the Maintenance Agency.

13. The Maintenance & Management of the Said Complex shall be handed over to the Shop Owners Association within one year from the date of issue of completion certificate or the date, by which sixty percent of the shops have been handed over to the Allottee(s)/s/allottee, whichever is earlier. However, in case such Association is not formed, Maintenance Agency may opt to continue to provide maintenance and management services of the Said Complex and the Allottee(s) agree to continue paying the maintenance charges as may be decided by Developers/Maintenance Agency in terms of the Maintenance & Management Agreement. The Allottee(s) promise, agree and undertake to become a member of such Shop Owners Association and to pay the membership fee on its constitution/formation as per its byelaws.
14. The Allottee(s) have reimbursed/agreed to reimburse to the Developers such charges as demanded / may be demanded separately for making arrangements for providing sewerage, water and electricity connections, etc., to the Said Shop from the peripheral services/connections provided by various authorities to the Said Complex at a single/multiple points. The Allottee(s) have also agreed and undertaken to pay electricity consumption charges to the Developers or its nominated agency for the supply of electricity to the Said Shop from a Single Point Supply provided to the Said Complex by the (name of authority) or any such authority. The supply of electricity shall be liable to be disconnected if the bills for the same are not paid in the specified time.
15. The Developers have provided a power backup system to each shop and the common services/facilities in the Said Building. The Allottee(s) shall be liable to pay regularly and timely the charges towards electricity consumed by the Allottee(s) through the power supply and proportionate running cost of power back-up system over and above the general maintenance charges, electricity consumed through the power back-up system at such rates, taxes, levies, service charges, etc., as determined by the Developers / Maintenance Agency/ Shop owners Association through prepaid meters failing which supply of electricity through mains or power back-up can be discontinued by them. Supply of power backup/ electricity may be disconnected, and maintenance services may be stopped to the Said Shop, in case of default by the Allottee(s) in payment of these amounts.

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16. The maintenance of the Said Shop including all walls and partitions, sewers, drains, pipes, attached lawn, and terrace areas shall be the exclusive responsibility of the Allottee(s) from the date of the possession / deemed possession. Further, the Allottee(s) will neither themselves permit anything to be done nor caused to be done, which may damage any part of the Said Building, the staircases, shafts, common passages, elevators, adjacent shop(s), etc., or violates the rules or bye-laws of the Local Authorities or the Shop Owners Association.
17. The Developers and/or Maintenance Agency/ Shop Owners Association and their authorized staff and workmen shall always have the right to enter into and upon the Said Shop or any part thereof at all reasonable hours to set right any defect in the Said Shop or the defects in the shops above or below or adjoining the Said Shop and for repairing, maintaining, cleaning, lighting, and keeping in order and good condition service drains, pipes, cables, etc., and the Allottee(s) covenants and agrees to permit them to do so. Any refusal by the Allottee(s) to allow such entry into or upon their shop or any part thereof will be deemed to be a violation of this Sale Deed and violation of the right of easement and right of usage of common services and facilities of other shop owners and the Allottee(s) shall make themselves liable for legal actions for said violation.
18. It is made clear that the Maintenance & Management of the Said Complex shall be organized by Maintenance Agency or Shop Owners Association through various outside/ outsourced specialist agencies under separate agreements/arrangements to be entered into with them. The responsibility of the Developers and/or Maintenance Agency/ Shop Owners Association will be limited only to the extent of supervision to the best of its abilities subject to human limitations and shortcomings, that the operation and functioning of these agencies conform with the agreements/arrangements entered into with them and to change any agency if its performance is not found satisfactory.
19. The responsibility of providing Watch & Ward Security services in the Said Complex shall be of the Maintenance Agency/ Shop Owners Association who can entrust to some outsourced Security Agency. The Maintenance Agency and the security agency will be entitled to regulate entry into the Said Complex. The security agency may not guarantee or ensure full proof of safety and security of the Said Complex or Allottee(s) residing in the Said Complex or their belongings and properties. It is made clear and agreed herein that neither the Developers nor the Maintenance Agency or Shop Owners Association shall have any financial/criminal liability for any loss to life and property by reason of any theft, burglary, fire, or any other incident of crime/mishap/accident occurring in the Said Shop / Said Building / Said Complex or any part or portion thereof due to any lapse/failure/shortcoming on the part of the staff of the security agency and/or the Developers/Maintenance Agency/Shop Owners Association.

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20. The Developers and the Maintenance Agency/ Shop Owners Association shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Said Shop or other shops / Common Areas of the Said Building. The Allottee(s) shall keep Maintenance Agency/Shop Owners Association and the Developers indemnified and harmless against any loss or damage that may be caused to the Shop Owners Association /Maintenance Agency/ the Developers and other shop owners of the Said Building or their family members or any other persons or their properties in this regard.
21. The Developers and the Maintenance Agency or Shop Owners Association shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence, and defaults of the aforesaid agencies in providing the stipulated /expected services. The Developers and/or Maintenance Agency/ Shop Owners Association shall not be liable for any default/deficiency in Maintenance & Management of the Said Complex by reason of any force majeure circumstances, human failures, shortcomings, or any other circumstances beyond their control. The Developers and Maintenance Agency/ Shop Owners Association shall also not be liable for any loss, damage, or physical injury which may be caused to the Allottee(s) or the family members, domestic staff, guests, or any other persons/visitors on account of any human error or fault on the part of the employees of Maintenance Agency or Shop Owners Association or the employees of any of the outsourced agencies providing services to the Said Complex or by reason of any circumstances beyond their control.
22. The Allottee(s) shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax or any other such taxes, charges, levies, etc., which are imposed, levied, or charged, under any law in force or that may hereafter be enforced, in respect of the Said Shop, from the date of allotment of Said Shop. So long as Said Shop is not separately assessed for the taxes, duties, etc., the Allottee(s) shall pay a proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the super area of the Said Shop to the Developers /, who on the collection of the same from owners of all the shops in the Said Complex shall deposit the same with the concerned Authority.
23. All the provisions contained herein and the obligations arising hereunder in respect of Said Shop / Said Building / Said Complex shall equally be applicable to and enforceable against any occupiers, tenants/ licensees, and/or subsequent purchasers/transferees of Said Shop. Whenever the right, title, and interest of the Allottee(s) in the Said Shop is transferred in any manner whatsoever, the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed and the Maintenance & Management Agreement referred to elsewhere in this Sale Deed and they are liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Shop.
24. The Allottee(s) shall not raise any construction temporary or permanent in or upon the Said Shop nor shall they make any alteration or addition or subdivide or amalgamate the Said Shop. The Allottee(s) shall not demolish or cause to be demolished any structure of the

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Said Shop or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or any part thereof given structural safety of the Said Building. The Allottee(s) shall not remove the floor, roof and any walls of the Said Shop including load-bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the shops above, adjoining and below it.

25. The Allottee(s) shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the Said Shop in any form. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design by causing any addition or alteration in the same or otherwise. Any such breach shall be treated as default and the same shall attract discontinuation of common services and facilities till the breach is satisfactorily rectified at the cost of the Allottee(s).
26. The structures of the Said Building along with lifts, pump houses, generators, other common facilities, etc., maybe got insured by the Developers or Maintenance Agency, under Fire and Special Perils Policy at the expense of the Allottee(s) provided all the occupiers/owners of all the shops pay and continue to pay the proportionate charges to be incurred for the purpose of insurance and the Allottee(s) shall always be liable to pay proportionate cost thereof separately. The Allottee(s) shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. The said insurance shall not include contents inside the Said Shop and the Allottee(s) may get the same insured separately at their own cost and expense.
27. In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the Developers or Maintenance Agency, the Allottee(s) hereby authorizes the Developers or Maintenance Agency, as the case may be, to lodge claim/s under the insurance policy and collect proceeds thereunder on behalf of the Allottee(s) and Developers or Maintenance Agency for the respective rights and interests and further agrees that any discharges given by the Developers or Maintenance Agency to the Insurance Company, its agents and/or its representatives will be binding on the Allottee(s).
28. The Allottee(s) shall not keep any hazardous, explosive, inflammable chemicals/materials, etc. which may cause damage to the Said Building or any part thereof. The Allottee(s) shall be liable for the same and keep the Developers and owners of other shops in the Said Building indemnified in this regard.
29. The Allottee(s) shall keep the Said Shop properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Said Building or hinder the proper and responsible use of such portion(s) by the owners of other shops. The Allottee(s) shall maintain at their costs the Said Shop including walls and partitions, sewers, drains, pipes attached lawns, and terrace areas in the same good condition, state, and order in which it is delivered to them and in particular to prevent any seepage,

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leakage, flooding or damage to any other part of the Said Building, more particularly the shops adjoining and below it. The Allottee(s) shall keep the Developers, and owners/occupiers of other shops in the Said Building / Said Complex indemnified, secured, and harmless against all costs, damages, and consequences arising out of any breach, defaults, or non-compliance by the Allottee(s).

30. The Allottee(s) shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, and shall also have no right to use the facilities and services not specifically permitted to use. The Allottee(s) shall be liable for all illegal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by them in the Said Shop or on open parking space(s) or any common areas within the Said Building or within the Said Complex and shall be liable to be removed at their cost.
31. Neither the owners/occupants of the Said Shop nor owners/occupants of other shops in the Said Building will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase/driveway and any other common passage, services, and facilities in any manner whatsoever. The common areas, e.g., staircase, driveway, passage, etc., will in no case be used for keeping/chaining any pets/dogs or any animal/bird.
32. The Allottee(s) may undertake nonstructural/interior decorations-related alterations in their shop only with the prior written approval of the Developers. The Allottee(s) shall not be allowed to affect any of the following changes/alterations:
  - (i) Changes, which may cause damage to the structure (columns, beams, slabs, etc.) of the Said Shop or any part of adjacent units. In case the damage is caused to an adjacent shop or common area, the Allottee(s) will get the same repaired failing which the cost of repair may be deducted from the Allottee(s)' IFMS;
  - (ii) Changes that may affect the facade of the Said Building (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards, etc.);
  - (iii) Making encroachments on the common spaces in the Said Building / Said Complex; and
  - (iv) Any construction temporary or permanent or any alteration or addition to subdivide or amalgamate the Said Shop.
33. The Allottee(s) shall strictly observe the following to ensure safety, durability, and long-term maintenance of the Said Building:
  - (i) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose;

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- (ii) All the plumbing problems should be attended to by a qualified or experienced plumber in the Said Building. The plumbing network inside the Said Shop is not to be tampered with or modified in any case;
- (iii) All the external disposal services to be maintained by periodical cleaning;
- (iv) The Allottee(s) shall not cover the balcony/terrace of the Said Shop by any structure, whether permanent or temporary;
- (v) No alteration will be allowed in elevation, even of temporary nature;
- (vi) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician;
- (vii) The Allottee(s) should make sure that all water drains in the Said Shop (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.
- (viii) If Allottee(s) rent out the Said Shop, they are required to submit all details of the tenants to the Maintenance Agency or the Shop Owners Association, as the case may be. The Allottee(s) will be responsible for all acts of omission and commission of their tenants. The Maintenance Agency or the Shop Owners Association may object to renting out the Said Shop to persons of the objectionable profile; and
- (ix) The Allottee(s) are not allowed to put the grills in the Said Shop as per individual wish, only the design approved by Developers will be permitted for installation.

34. The Allottee(s) may transfer by sale, gift, exchange, or otherwise in any manner, the Said Shop after obtaining a No Objection of the Developers and/or the Maintenance Agency or Shop Owners Associations regarding clearance/payment of outstanding maintenance charges and any other charges payable by the Allottee(s) to the Developers or the Maintenance Agency / the Residents Association concerned with the maintenance of common areas, facilities, and services.

35. All costs and expenses incidental to the preparation, execution, and registration of this Sale Deed including the payment of Stamp Duty and registration fee has been borne by the Allottee(s).

Format of sale deed applicable only for Ghaziabad district. Requirements of sub-registrar office may be reconfirmed to ensure their inclusion.

**SCHEDULE "A" REFERRED HEREIN ABOVE**

Description of the Said Shop conveyed to the Allottee(s)

All that piece and parcel of the built-up Shop bearing No. \_\_\_\_\_ (full address with carpet area), along with an undivided and imitable proportionate share in the land underneath the Said Building and undivided proportionate share in the common areas of the Said Building including all easements rights attached thereto along with right of use to general commonly used areas and facilities earmarked for the common use of all occupants within the Said Complex named . This deed is written according to the statement of both the parties.

**IN WITNESS WHEREOF**, the Developer and the Allottee(s), described hereinabove, have signed, sealed & executed at the place and, on the date, month & year, first above written and in the presence of following witnesses.

SIGNED, EXECUTED & DELIVERED BY:

DEVELOPER

ALLOTTEE(S)(S)

Witness: