

## BRIEF PARTICULARS OF SALE DEED

1. Type of Land: Mixed Land Use
2. Mohalla / Village: Karpuripuram, Ghaziabad
3. Pargana: Ghaziabad
4. Tehsil & District: Ghaziabad.

**5. Description of Property/Unit: Unit No. \_\_\_\_\_, Tower No. \_\_\_\_\_, Floor \_\_\_\_\_,**

6. Carpet Area : \_\_\_\_\_ Square Meters

Total Super Area : \_\_\_\_\_ Square Meters (equivalent to \_\_\_\_\_ Sq. ft.) (for the purpose of calculating Stamp Duty)

7. Status of Road :

8. Parking: Car Parking  
(Right to use only)

**9. Consideration: Rs. \_\_\_\_\_ /-**

10. Govt. Circle Rate: Rs. \_\_\_\_\_ /- per Square Meters

11. Value as per Circle Rate  
Of the Unit: Rs. \_\_\_\_\_ /-

SALE DEED FOR Rs. \_\_\_\_\_/-

STAMP DUTY PAID Rs. \_\_\_\_\_/-

This SALE DEED is executed at Ghaziabad on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

**BY AND BETWEEN**

1. M/s. MSS Infracon Private Limited, a company incorporated under the provisions of the Companies Act, 2013, having its Registered Office at Plot No. ML-1, Karpuripuram, Near Pritam Farms, Govindpuram, Ghaziabad- 201001, through its authorized signatory Mr. \_\_\_\_\_  
\_\_\_\_\_, S/o. \_\_\_\_\_, R/o. \_\_\_\_\_, duly authorized vide Board Resolution Dt. \_\_\_\_\_.20\_\_\_\_ passed by the Board of Directors, (copy of board resolution is enclosed) hereinafter referred to as the "VENDOR", which expression shall, unless it be repugnant to the context or meaning thereto, means and include its successors-in-interest and assigns, of the ONE PART. (PAN -AAJCM6113A)

**AND**

2. Mr./Mrs. \_\_\_\_\_, S/D/W/o. Mr. \_\_\_\_\_, R/o. \_\_\_\_\_, hereinafter referred to as "VENDEE", which expression shall, unless it be repugnant to the context or meaning thereto means and includes their respective legal representatives, legal heirs and assigns, of the OTHER PART. (PAN - \_\_\_\_\_)

**WHEREAS**

- A. The Builder seized and in possession of land admeasuring \_\_\_\_\_ square yards approximately more or less lying and situated at \_\_\_\_\_ and obtained absolute Sale Deed dated \_\_\_\_\_ from \_\_\_\_\_ in its favour for the land admeasuring \_\_\_\_\_ square yards (hereinafter referred to as "the Said Land") comprised in Khasra nos. \_\_\_\_\_ and more fully described in **Schedule "A"** hereunder. The said Sale Deed has been registered in the office of Sub-Registrar, \_\_\_\_\_ under Document No \_\_\_\_\_, Book No \_\_\_\_\_, Jild No. \_\_\_\_\_, Page No \_\_\_\_\_ under serial number \_\_\_\_\_, dated \_\_\_\_\_.
- B. The Builder has framed a scheme for Developing a Commercial cum Residential Complex to be known as \_\_\_\_\_ on the Said Land admeasuring \_\_\_\_\_ square yards comprising of several flats, parking facility, convenient shopping and club house to be constructed in several phases.
- C. The Buyer prior to the execution hereof has perused and has taken inspection of the relevant documents and has otherwise satisfied himself/ herself/ itself about the rights, title and interest of the Builder over the Said Land and is also aware of the fact that the Builder has entered and is entering into separate Deed of Sales with several other persons and/or parties who are interested in acquiring the proposed flats/ units, parking facility etc.in the Complex. The Buyer has understood all limitations and obligations of the Builder in respect thereof. The Buyer assures the

Builder that the investigations by the Buyer are complete and the Buyer is fully satisfied that the Builder is competent to enter into this Deed of Sale.

- D.** The Buyer has also inspected and/or otherwise satisfied himself/ herself/ itself about the building plans and is desirous of acquiring a flat/ unit more fully described in the **Schedule “B”** hereto upon the terms and conditions hereinafter mentioned.
- E.** The Buyer acknowledges that the Builder has verified and provided all the relevant information & clarifications as required by the Buyer and that the Buyer has not unduly relied upon and is not influenced by any advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by any selling agents/brokers or any other data except as specifically represented and agreed in this Deed of Sale and that the Buyer has relied solely on the Buyer's own prudent judgment and investigation(s) in deciding to enter into this Deed of Sale for purchase of the Flat/Unit. No oral or written representations or statement (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Deed of Sale or any related contract, application or any ancillary documents pertaining to the purchase of the proposed “Unit” and this Deed of Sale shall be self-contained and complete in all respects and shall override and prevail over any previous document issued by the Builder in relation to subject matter under this Deed of Sale.
- F.** The Buyer agrees and acknowledges that the Buyer is entering into this Deed of Sale with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to the Said Land and the “Unit” and that the Buyer has clearly understood the Buyer's rights, duties, responsibilities, obligations thereunder, and agrees to abide by the same.
- G.** The Buyer agrees and acknowledges that the ownership and occupation of the “Unit” in the Complex will be subject to the restrictions and obligations as detailed in this Deed of Sale, and the Buyer offers to so conduct himself/herself/itself.
- H.** The Builder relying upon the confirmations, representations, and assurances of the Buyer to faithfully abide by all the terms and conditions and stipulations as contained in this Deed of Sale has allotted the “Unit” to the Buyer.
- I.** In pursuance to the aforesaid and on assurance of the continued performance of the various terms and conditions and obligations enumerated in this Deed of Sale, the Parties are entering into this Deed of Sale on the terms and subject to the conditions as enumerated hereinafter.

**NOW, THEREFORE, THIS DEED OF SALE WITNESSETH, AS UNDER:**

1. That in consideration of a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) which consideration is already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits and in consideration of the undertaking of the Vendee to pay such further amount, as he/she/they may be at any time hereafter become liable to pay in terms of this Sale Deed, and as also

subject to all those terms and conditions contained in the allotment, as referred hereinabove, which may or may have not been specifically incorporated herein, the Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee the said Apartment/Unit , as more fully described in "Schedule A" given hereunder, and for greater clarity delineated on the plan attached hereto, together with the undivided and impartible proportionate share in the land underneath the Building and the undivided proportionate share in the common areas of the Building and alongwith all rights and easements whatsoever necessary for the enjoyment of the said Apartment/Unit together with the right to use the Reserved Car Parking in the Complex, TO HAVE AND TO HOLD the same unto and to the use of the Vendee and his/her/their successors-in-interest and assigns, heirs, executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions stipulations and covenants hereinafter contained.

2. That the said Apartment/Unit hereby sold, conveyed and assured under this Deed is free from all sorts of encumbrances or charges (except those created on request of the Vendee to obtain housing loan for purchase of the said Apartment/Unit ), transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same.
3. That the vacant and peaceful possession of the said Apartment/Unit hereby sold has been delivered by the Vendor to the Vendee and the Vendee has satisfied himself about the quality, specifications, and extent of construction and design of the said Apartment/Unit and undertakes not to raise any dispute hereto after in connection therewith.
4. That incase the Vendee has availed of a loan facility from his/her employer or financing bodies to facilitate the purchase of the said Apartment/Unit , then in that case (a) the terms of the financing agency shall exclusively be binding and applicable upon the Vendee only; (b) the Vendee shall alone be responsible for repayment of dues of such employer/financial institution/agency along with interest/penalty accrued thereon or any default in repayment thereof.
5. That for computation purpose, the Carpet Area and the Common Area means as has been defined under the Real Estate (Regulation and Development) Act, 2016.
6. That the Vendee gets exclusive possession of the Carpet Area of the said Apartment/Unit , as has been specifically earmarked in the attached Key Plan. The Vendee shall also have the undivided proportionate share in the common areas and facilities within the Building and shall use such common areas and facilities harmoniously with other occupants of the Building without causing any inconvenience or hindrance to any of them. The Vendee shall also be entitled to use the general common areas and facilities within the Complex earmarked for common use of all the occupants of the Complex. Further, the use of such common areas and facilities within the Building and the Complex shall always be subject to covenants herein and timely payment of maintenance charges and all other dues, as may be applicable from time to time.
7. That Except for the said Apartment/Unit conveyed herein along with all common easmentary rights attached therewith including undivided right of use of all common areas and facilities of ingress and egress over common areas within the Complex / Project which may be within or outside the foot print of the Building, all rights and interest in all un-allotted / unsold areas in the

Buildings / said Commercial cum Residential Complex, open spaces, roofs / terraces of Buildings, basements, parking spaces (except those which are specifically allotted) and common areas and facilities shall all continue to vest in the Vendor, till the Vendor finally allots, sells and transfers all the existing and proposed units / Apartment/Unit s / shops, etc. in the said Building and/or Complex to the prospective allottees / purchasers After the Vendor has allotted, sold and transferred the entire (existing and proposed) units / Apartment/Unit s / shops, etc. in the said Building / Complex, it shall hand over the common areas to the Residents Welfare Association for the purpose of maintenance; and until then, the Vendor, through itself or its nominated Maintenance Agency, shall be responsible for the maintenance of the said Complex and the Vendee / Apartment/Unit Owners shall simultaneously be liable for the timely payment of maintenance charges, as per the terms of Maintenance and Other Deed of Sales executed by the Vendee.

9. That the Vendee shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Building, and the same shall always remain undivided and imitable and unidentified.

10. That the Vendee shall not cover or construct any structure in around, above or below or encroach upon the covered / open parking space specifically earmarked for his/her/their use. It is so understood and made clear that the designated parking space does not have independent legal sanction and shall always remain attached to and be an integral part of the said Apartment/Unit and shall in no case be dealt with in any manner in separation with the said Apartment/Unit . Whenever, the said Apartment/Unit is transferred in any manner, the same shall be inclusive of the transfer of the right to-use the designated parking space simultaneously.

11. That the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project / said Commercial cum Residential Complex, rules framed by the Vendor and / or the nominated maintenance agency (Facilities Management Agency / FM Agency) and all laws, bye-laws, rules and regulations stipulated by Ghaziabad Development Authority and / or the Municipal, Local and other Government or statutory bodies and shall be responsible for and shall keep the Vendor and owners / occupiers of other Apartment/Unit s in the Building and Complex indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

12. That the Vendor doth hereby covenant with the Vendee that the interest, which the Vendor hereby profess to transfer is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the said Apartment/Unit unto the Vendee in the manner aforesaid, free from all encumbrances. The Vendor hereby further covenants that in case at any time hereafter by reason of any act or default or omission or commission on part of the Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the said Apartment/Unit hereby conveyed to the Vendee on account of any defect in the title of the Vendor, the Vendor shall refund the sale consideration without any interest, to the extent of the rights affected in the said Apartment/Unit by the act of default, omission or commission of the Vendor and to make good the losses suffered by the Vendee thereby, and in such case, the Vendee shall have no right, title or interest or claim in any other property in the Complex.

13. That the Vendee has already paid the sale consideration, as stated hereinabove, and all other dues, which are payable from the date of application and/or in terms of allotment, referred hereinabove. However, if any additional charges, levies, rates, taxes, demands, etc. including service tax, GST, VAT, Works Contract Tax, Metro Cess, development charges for the provision of peripheral and / or external services or for any other reason attributable to the said Apartment/Unit / said Commercial cum Residential Complex are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of said Apartment/Unit and be payable by the Vendee failing which the Vendor shall have first charge / lien on said Apartment/Unit for recovery of the same.

14. That the Vendor, has agreed to organize operation, upkeep and maintenance of various services and facilities in the Complex for the initial period of two years, through its nominated Maintenance Agency (Facilities Management Agency / FM Agency) vide Complex Maintenance & Management Deed of Sale executed between the Vendor, Vendee & nominated Maintenance Agency. The Vendee has undertaken to deposit with the Vendor an Interest Free Security for Facilities Management (IFSFM) Deposit and Two Years Advance Maintenance Charges (AMC) towards recurring maintenance expenses, house keeping, watch & ward charges & other expenses including administrative charges, etc. as per the terms of the said Complex Maintenance & Management Deed of Sale. The Vendor shall organize the operations and maintenance of services and facilities through its nominated maintenance agency, who 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 Vendee.

15. That the Vendor / FM Agency shall handover the Complex Maintenance and Management to the Residents Association / Society, when formed or after expiry of \_\_\_\_\_, whichever is later, as the case may be. The Vendee promises, agrees and undertakes to become member of such Apartment/Unit Owners Association / Society and to pay membership fee on its constitution / formation as per its bye-laws.

16. That the Vendee is liable to pay recurring maintenance charges as determined by the Vendor / Maintenance Agency, irrespective whether the Vendee is in occupation of the Apartment/Unit / unit or not, within a period of seven (7) days of demand. The Vendor / Maintenance Agency reserves the right to enhance Interest Free Security for Facilities Management (IFSFM) Deposit and the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in payment of such charges, interest @ 18% per annum shall be charged for the period of delay. In case of failure of the Vendee to pay the maintenance bill, other charges, etc. on or before the due date, the Vendee is permitting the Vendor / Maintenance Agency to deny him/her/them the maintenance services that may include disconnection of water/sewer, power/power back-up and debarment from usage of any or all common facilities within the Project. The Vendor may also, apart from other remedies open to it, restrict or object to the transfer of the said Apartment/Unit by the Vendee.

17. That in case of continuous failure of the Vendee to pay the maintenance charges, the Vendor / Apartment/Unit Owners Association / RWA / Maintenance Agency, as the case may be, shall have the right to adjust the amount of outstanding maintenance charges alongwith interest accrued thereon from the IFSFM Deposit kept with it.

18. That the Vendee has reimbursed / agreed to reimburse to the Vendor such charges as demanded / may be demanded/in future demanded separately for making arrangements for providing sewerage, water and electricity connections, etc. to the said Apartment/Unit from the peripheral services / connections provided by various authorities to the Complex at a single point. The Vendee has also agreed and undertaken to pay electricity consumption charges to the Vendor or its nominated agency for supply of electricity to the said Apartment/Unit from Single Point Supply provided to the Complex by UPPCL/PPVNL or any such authority. The supply of the electricity shall be liable to be disconnected, if the bills for the same are not paid in the specified time.

19. That the Vendor has provided power back-up system to each Apartment/Unit and to the common services/facilities in the Project. The Vendee shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendee 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 Vendor/nominated Facilities Maintenance Agency, failing which the supply of electricity through mains or power back-up can be discontinued by the nominated Facilities Maintenance Agency.

20. That the maintenance of the said Unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Vendee from the date of the possession / deemed possession. Further, the Vendee will neither himself do not permit anything to be done which damages and hindrance any part of the building, the staircases, shafts, common passages, adjacent unit(s), etc. or violates the rules or bye-laws of the Local Authorities or the Apartment/Unit Owners Association / Residents Association.

21. That the Vendee is not permitted to use the lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties, etc. If any common space is provided in any Building / Club for organizing meetings and small functions, the same may be used by the Vendee on payment of such charges and by abiding such rules and norms as may be fixed and determined by the FM Agency from time to time.

22. That the Vendee's right to use of the common areas and facilities within the said Building / said Complex shall be subject to timely payment of Complex Maintenance & Management (CMM) Charges including contribution to Sinking Fund / Capital Equipment Replacement and Repairs Fund and any other charges as billed by the FM Agency and performance by the Vendee of all his/her/their obligations under the Tripartite Complex Maintenance & Management Deed of Sale executed between the Vendor, Vendee and FM Agency. So long as the maintenance and other related charges / contributions are paid regularly, as provided in these presents, the Vendee or anyone else lawfully claiming under him shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Vendee has deposited IFSFM, it shall not be open to the Vendee to claim usage of any rights of the common facilities and that the Vendor / FM Agency / Apartment/Unit Owners Association, in its sole discretion, shall be entitled to effect disconnection / withdrawal of services to defaulting Vendee(s), which may include disconnection of water, power and power back up connections and deny usage of any or all-common facilities within the said Commercial cum Residential Complex. The usage of such common facilities shall be restored as soon as the breach is

rectified by the Vendee.

23. The Vendor and/or FM Agency and their authorized staff and workmen shall always have the right to enter into and upon the said Apartment/Unit or any part thereof at all reasonable hours to set right any defect in the said Apartment/Unit or the defects in the Apartment/Unit's above or below or adjoining the said Apartment/Unit and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables, etc. and the Vendee covenants and agrees to permit them to do so. Any refusal by the Vendee to allow such entry into or upon his Apartment/Unit or any part thereof will be deemed to be a violation of this Deed and violation of right of easement and right of usage of common services and facilities of other Apartment/Unit owners and the Vendee shall make himself liable for legal actions for said violation.

24. It is made clear that the Complex Maintenance & Management of the said Complex shall be organized by FM Agency through various outside / outsourced specialist agencies under separate Deed of Sales / arrangements to be entered into with them. The responsibility of the Vendor and / or FM Agency 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 is in conformity with the Deed of Sales / arrangements entered into with them and to change any agency if its performance is not satisfactory.

25. The Watch & Ward Security of the Complex shall comprise of general security of the Complex. The responsibility of providing Watch & Ward Security services to the said Complex shall be entrusted to some outsourced Security Agency. The FM Agency and the security agency will be entitled to regulate entry into the Complex. The security agency may not guarantee or ensure full proof safety and security of the said Complex or Vendees residing in the said Complex or their belongings and properties. However it is made clear and agreed by the parties herein that neither the Vendor nor the FM Agency 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 Apartment/Unit / Building / said Commercial cum Residential Complex or any part or portion thereof due to any lapse / failure / shortcoming on part of the staff of the security agency and / or the Vendor / FM Agency.

26. The Vendor and the FM Agency shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Apartment/Unit of the said Vendee or other Apartment/Unit's / Common Areas of the said Complex. The Vendee shall keep FM Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the FM Agency, the Vendor and other Apartment/Unit owners of the said Complex or their family members or any other persons or their properties in this regard.

27. The Vendor and the FM Agency 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 Vendor and / or FM Agency shall not be liable for any default / deficiency in Complex Maintenance & Management of the said Complex by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The Vendor and FM Agency shall also not be liable for any loss, damage or physical injury which may be caused to the Vendee or his 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 FM Agency or the employees of the any of the outsourced agencies providing services to the said Commercial cum Residential Complex or by reason of any circumstances beyond their control.

28. That the existing use of the said Apartment/Unit is residential and the Vendee undertakes to use the said Apartment/Unit for residential purpose only. The Vendee shall therefore not use the said Apartment/Unit conveyed herein for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to the Vendor and owners/occupants of other Apartment/Unit s in the Building and the Complex. In case of any violation by the Vendee, the Vendor / RWA shall be free to take any legal action, civil, criminal or tort, without giving any notice.

29. That the Vendee shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax, Service Tax, GST, Metro Cess 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 Apartment/Unit . So long as the said Apartment/Unit is not separately assessed for the taxes, duties, etc., the Vendee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the Super Area / Carpet Area of the said Apartment/Unit to the Maintenance Agency (FM Agency) or to the Vendor, who on collection of the same from owners of all the Apartment/Unit s in the Complex will deposit the same with the concerned Authority.

30. That all the provisions contained herein and the obligations arising hereunder in respect of said Apartment/Unit / Building / Complex shall equally be applicable to and enforceable against any and all occupiers, tenants / licensees and / or subsequent purchasers / transferees of the said Apartment/Unit . Whenever the right, title and interest of the Vendee in the said Apartment/Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale Deed and the Complex Maintenance & Management Deed of Sale referred to elsewhere in this Sale Deed and he / she / they be liable and answerable in all respects thereof in so far as the same may be applicable to the effect and relate to the said Apartment/Unit .

31. That whenever the title of the said Apartment/Unit is transferred in any manner whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency / FM Agency before affecting the transfer of the said Apartment/Unit , failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency / FM Agency before occupying the said Apartment/Unit .

32. The Vendee shall not raise any construction, temporary or permanent, in or upon the said Apartment/Unit nor shall make any alteration or addition or sub-divide or amalgamate the said Apartment/Unit . That the Vendee shall not demolish or cause to be demolished any structure of the said Apartment/Unit 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 in any part thereof in view of structural safety of the Building. That the Vendee shall not remove the floor, roof and any walls of the said Apartment/Unit including load bearing walls and all the walls, floor, root and the structure of the same shall remain integral and common with the

Apartment/Unit s above, adjoining and below it.

33. That the Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the said Apartment/Unit in any form. The Vendee shall also not change the colour scheme of the outer walls or painting of 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 disconnection of common services and facilities.

34. That the structures of the buildings in the Complex along with lifts, pump houses, generators and other common facilities, etc., may be got insured by the Vendor / Maintenance Agency under Fire and Special Perils Policy at the expense of the Vendee provided all the occupiers / owners / of all the Apartment/Unit s pay and continue to pay the proportionate charges to be incurred for the said purpose of insurance and the Vendee shall always be liable to pay proportionate cost thereof separately. The Vendee 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 Apartment/Unit and the Vendee may get the same insured separately at its own cost and expense.

35. 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 Vendor/FM Agency, the Vendee hereby authorizes the Vendor / FM Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Vendee and Vendor / FM Agency for the respective rights and interests and further agrees that any discharges given by the Vendor / FM Agency to the Insurance Company, its agents and/or its representatives will be binding on the Vendee.

36. The Vendee shall not keep any hazardous, explosive, inflammable chemical/materials, etc. which may cause damage to the building or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other Apartment/Unit s in the Building indemnified in this regard. Further, the Vendee shall not let or rent or transfer the Unit to any objectionable persons.

37. That the Vendee shall keep the said Apartment/Unit properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Building or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other Apartment/Unit s. The Vendee shall maintain at his/her/their own costs the said Apartment/Unit including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto 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 building, more particularly the Units adjoining and below it. The Vendee shall keep the Vendor, FM Agency and Owners / Occupiers of other Units / Apartment/Unit s in the said Building / Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee.

38. The Vendee 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 Vendee shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by him in

the said Apartment/Unit or on open Car Parking Space(s) or on any common areas within the Building or within the Complex and shall be liable to be removed at his/her/their cost.

39. That neither the owners / occupants of the said Apartment/Unit nor owners / occupants of other Apartment/Unit s in the 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.

40. That the Vendee 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 Complex or anywhere on the exterior or on common areas or on roads of the Complex / said Commercial cum Residential Complex but shall be entitled to display their own name plate only at the proper place, provided for the said Apartment/Unit .

41. The Vendee may undertake minor internal alterations in his/her/their Apartment/Unit only with the prior written approval of the Vendor/Maintenance Agency. The Vendee shall not be allowed to effect any of the following changes/alterations:

- i) Changes, which may cause damage to the structure (columns, beams, slabs, etc.) of the said Apartment/Unit or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Vendee will get the same repaired, failing which the cost of repair may be deducted from the Vendee's IFMS.
- ii) Changes that may affect the facade of the said Apartment/Unit (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 Project.
- iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the said Apartment/Unit .

42. That the Vendee shall strictly observe following points to ensure safety, durability and long term maintenance of the Building/Project:

- i) No changes in the internal lay-out of the said Apartment/Unit should be made without consulting a qualified structural consultant and without the written permission from the Vendor/FM Agency.
- ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- iii) All the plumbing problems should be attended by a qualified or experienced plumber in the Building. The Plumbing Network inside the said Apartment/Unit is not to be tampered with or modified in any case.
- iv) All the external disposal services to be maintained by periodical cleaning.
- v) The Vendee shall not cover the balcony/terrace of the said Apartment/Unit by any structure, whether permanent or temporary.

- vi) No alteration will be allowed in elevation, even of temporary nature.
- vii) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
- viii) The Vendee should make sure that all water drains in the said Apartment/Unit (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
- ix) Vendee should avoid random parking of his/her vehicle and use only his allotted parking bay.
- x) If Vendee rents out the said Apartment/Unit, he is required to submit all details of the tenants to the Maintenance Agency. The Vendee will be responsible for all acts of omission and commission of his tenant. The complex management can object to renting out the said Apartment/Unit to persons of objectionable profile. xi) Vendee is not allowed to put the grills in the said Apartment/Unit as per individual wish, only the design approved by Vendor will be permitted for installation.

43. That the Vendee may transfer in any manner, the said Apartment/Unit after obtaining a No Objection Certificate of the Vendor and / or the Maintenance Agency as regards clearance / payment of outstanding maintenance charges and any other charges payable by the Vendee to the Vendor or the Maintenance Agency / the Residents Association / Society concerned with maintenance of common areas, facilities and services.

44. That all the costs and expenses incidental to the preparation, execution and registration of this Deed including the payment of Stamp Duty and registration fee has been borne by the Vendee.

#### **“SCHEDULE A” REFERRED TO HEREIN ABOVE**

#### **“SCHEDULE A”**

##### **(Description of the said Apartment/Unit /Unit)**

All that piece and parcel of the built up Apartment/Unit bearing Unit No.\_\_\_\_\_, Floor \_\_\_, in Building / Tower \_\_\_, having Carpet Area of \_\_\_\_\_ Sq. Meters, (equivalent to \_\_\_\_\_ Sq. Ft.) along with undivided and impartible proportionate share in the land underneath the Building and undivided proportionate share in the common areas of the Building including all easementary rights attached thereto alongwith right of use to general commonly used areas and facilities earmarked for common use of all occupants within the said Complex together with the right to use the Reserved Car Parking Space in the Complex, being part of the commercial cum residential complex named \_\_\_\_\_, situated at \_\_\_\_\_, Pargana \_\_\_\_\_, Tehsil & District Ghaziabad, U.P

IN WITNESS WHEREOF, the Vendor and Vendee described hereinabove have signed sealed & executed at the place and on the date, month and year, first above written.

Signed, executed & delivered by the:

**VENDOR VENDEE**

**For M/s. MSS Infracon Private Limited**

Mr. /Ms. \_\_\_\_\_

(Authorized Signatory)

Mr./Ms. \_\_\_\_\_

**WITNESSES: -1.**

2.

**DRAFT ONLY**