

### **BRIEF PARTICULARS OF SALE DEED**

1. Type of Land : Residential Affordable Housing Project.
2. Mohalla / Village : Village Basantpur Saintali, Tehsil Modinagar.
3. Ward No. / Pargana : \_\_\_\_\_
4. Description of Property : **Flat No. \_\_\_\_\_, \_\_\_\_ Floor, Tower No. \_\_\_\_**  
(Without roof rights)  
Situating in a Residential Affordable Housing Project  
**(Landcraft Metro Homes)**  
Promoted by **M/s. RS LANDCRAFT LLP**  
In Khasra Nos. 613, 613M, 614M and 615  
Situating at Village Basantpur Saintali,  
Tehsil Modinagar, Dist. Ghaziabad, Uttar Pradesh  
Hereinafter referred to as Said Property / Apartment.
5. Total Super Area : \_\_\_\_\_ Sq.Mtrs. (\_\_\_\_\_ Sq.Ft.)  
Carpet Area (as per RERA) : \_\_\_\_\_ Sq.Mtrs. (\_\_\_\_\_ Sq.Ft.)  
Carpet Area (as per SAY) : \_\_\_\_\_ Sq.Mtrs. (\_\_\_\_\_ Sq.Ft.)
6. Status of Road : \_\_\_\_\_ Mtrs. wide road
7. Open / Covered Parking : \_\_\_\_\_ Open / Covered Parking  
(Right to use only)
8. **Consideration** : **INR** \_\_\_\_\_
9. Govt. Circle Rate : INR \_\_\_\_\_ Per Square Meters  
9% add for all Common Facilities
10. Value as per Circle Rate of the Flat : **INR** \_\_\_\_\_

**SALE DEED FOR INR** \_\_\_\_\_

**STAMP DUTY PAID INR** \_\_\_\_\_

STAMP DUTY @ \_\_\_\_% AS PER NOTIFICATION ORDER NO. SV.K.N. – 5 – 2756 / 11 - 2008 – 500 (1165) / 2007, LUCKNOW, DATED 30.06.2008 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG – 5, LUCKNOW ALONGWITH 1% REDUCTION IN STAMP DUTY FOR WOMAN UP TO THE VALUE OF INR \_\_\_\_\_.

THIS SALE DEED is executed at Modinagar on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BY & BETWEEN**

**M/s. RS LANDCRAFT LLP**, a Limited Liability Partnership registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Parmesh Corporate Towers, 309, 3<sup>rd</sup> Floor, Plot No. 13, Karkardooma Community Centre, Delhi - 110092 and also at Landcraft Metro Homes, NH-58, Opp. HLM College, Meerut Road, Muradnagar, Ghaziabad, through its authorised signatory **Mr.** \_\_\_\_\_, S/o. **Mr.** \_\_\_\_\_, R/o. \_\_\_\_\_, duly authorized vide resolution / authority letter dated \_\_\_\_\_.\_\_\_\_\_ (copy enclosed) hereinafter referred to as the “**LLP / DEVELOPER**”, 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** (having **PAN - AABCL1391F**).

**AND**

**(i) Mr. Sonu Gupta**, S/o. Shri Dhanesh Chand Gupta; **(ii) Mr. Saurabh Gupta**, S/o. Shri Dhanesh Chand Gupta; & **(iii) Mrs. Seema Rani**, W/o. Shri Dhanesh Chand Gupta, all residents of IIF - 60, Nehru Nagar, Ghaziabad, U.P.; him/her/themselves or through their Authorized Representative (hereinafter jointly referred to as “**LAND OWNERS / CONFIRMING PARTY**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, successors, nominees and permitted assigns) of the **SECOND PART** (having **PAN - \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_**).

**AND**

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

The **LLP / DEVELOPER** and the **LAND OWNERS / CONFIRMING PARTY** are jointly referred to as the **VENDOR / SELLER**.

The **VENDOR / SELLER** and the **VENDEE / PURCHASER** are hereinafter referred collectively referred to as the **PARTIES** and individually as a **PARTY**.

**WHEREAS:**

- A. The LLP / Developer, in pursuance of various Agreements and Attorneys executed by and in between the Land Owners and the Developer, has developed / is in the process of developing a land parcel aggregating to 33,338.50 square meters approximately, comprising in Khasra Nos. 613, 613M, 614M and 615 situated at Village Basantpur Saintali, Tehsil Modinagar,

District Ghaziabad, for constructing a Residential Affordable Housing Project thereon, named as '**Landcraft Metro Homes**', situated at NH-58, Opp. HLM College, Meerut Road, Ghaziabad (hereinafter referred to as the said '**Affordable Housing**'), comprising of several residential Flats / Units in various Towers, Commercial Components, Parking Spaces, Anganwadi, Nursery School, Common Areas and Other Facilities, in accordance with the terms and conditions of the Samajwadi Awas Yojana of Government of Uttar Pradesh and as per the Sanctioned Layout / Building Plans and revisions thereof at any time till date or in future in phased manner.

- B. The Developer is registered with the Awas Bandhu, Housing & Urban Planning Department, and Government of Uttar Pradesh, vide a Certificate of Registration bearing No. 264/78-D/SAY/2015-16, dated 14.03.2016 for the development of Real Estate Project / Affordable Housing under Samajwadi Awas Yojna. A Development Agreement dated 03.07.2017 has been executed and registered between the Land Owners and Developer with the office of the Sub-registrar Modinagar, vide Book No. 1, Volume 9302, at Pages 85 to 214, Document No. 5979 on 13.07.2017 for the development of an Affordable Housing on the Project Land. The Layout Map dated 16.03.2017 for the said Affordable Housing has been approved and sanctioned by the Ghaziabad Development Authority (GDA) vide Map bearing No. GDA/BP/20-21/0943 on 28.08.2021 and the same has been conveyed by the GDA vide its Map Sanction Letter bearing Permit No. AFFORDABLE HOUSING/01718/GDA/BP/20-21/0943/16082021 on 08.09.2021. The Fire Department, Lucknow has also issued the NOC bearing No. 66/JD/FS/LKO-17(GZB)/169, dated 08.04.2017, in respect of the said Affordable Housing. The Developer has acquired all statutory approvals and thus is authorized to construct the said Affordable Housing Project in terms of the above licenses, agreements, attorneys and various other approvals of the concerned governmental authorities.
- C. The Affordable Housing, under the name and style of '**Landcraft Metro Homes**', is planned in a total area of 8.238 Acres (33,338.50 Square Meters). The Developer has for the purpose of initial development got the Phase 4 of the "Landcraft Metro Homes". The Developer has also registered its **Phase 4 / Project** of the **Affordable Housing** consisting of two (2) Towers (**Tower C** and **Tower D**) out of sanctioned total 9 Towers in the complete project with the **Uttar Pradesh Real Estate Regulatory Authority** under the **Real Estate (Regulation and Development) Act, 2016** (hereinafter referred to as the "**RERA**") and the **Registration Number** is ".....". The Developer has or may acquire the land(s) adjoining the Project Land and after approvals (revised) from the concerned authorities, the same shall be made part of the Affordable Housing Project and the layout to which the Vendee/Purchaser agree and shall not object in future in any manner whatsoever.
- D. The Developer has divided the total development of its Affordable Housing into different Phases / different Projects and has first started with the development of Phase 4 (hereinafter referred to as "**Project**"), consisting of two (2) Towers (**Tower C** and **Tower D**) on part of the Project Land admeasuring **9178** Square Meters.
- E. The Developer is solely authorized to market, book, allot and sale the residential Flats / Units, Parking Spaces, School (Plot) and Commercial Units, etc. comprised in the said **Project / Phase 4** to the prospective Purchasers and to receive the payments therefrom in its own name

and account, in installments or lump sum, as per the scheduled Payment Plan and to give valid receipts thereof. It is envisaged that the Flats / Units on all Floors in the buildings and/or the commercial units in the said Project / Phase 4 and the Affordable Housing shall be sold and/or owned as independent dwelling units with proportionate impartible rights and share only in the Land underneath the respective Tower of the said Unit.

- F. The SELLER / VENDOR offered for allotment and sale of the Flats / Units in various buildings / Towers in the said Affordable Housing and the SELLER / VENDOR had agreed to allot to the PURCHASER / VENDEE and the PURCHASER / VENDEE had agreed to purchase a Flat / Unit bearing Flat No. \_\_\_\_\_, on \_\_\_\_ Floor, in Building / Tower \_\_\_\_, having a carpet area / super area of \_\_\_\_/\_\_\_\_ Sq.Mtrs. (\_\_\_\_/\_\_\_\_ Sq.Ft.) respectively, in the Project / Said Affordable Housing along with undivided and impartible proportionate share in the land underneath the Building/Tower and undivided proportionate share in the common areas of the Building/Tower including all easmentary right attached thereto along with right of use to general commonly used areas and facilities earmarked for common use of all occupants within the said Project (herein Said Affordable Housing), excluding the club and its premises, which is the exclusive property of the Vendor for an agreed consideration and in accordance with the terms and conditions as contained therein.
- G. The PURCHASER / VENDEE, having paid the total consideration to the SELLER / VENDOR, is entitled to get the Sale Deed executed and registered in his/her/their name(s), in respect of the Said Flat / Unit, and this Sale Deed is being executed and registered, as under:
- H. The PURCHASER / VENDEE, having paid the total consideration of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only), is entitled to get the Sale Deed executed and registered, in respect of the Said Flat / Unit, and this Sale Deed is being executed and registered, as under:

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

1. In consideration of a total sum of **INR** \_\_\_\_\_ (**Indian Rupees** \_\_\_\_\_ **Only**) which consideration is already paid by the Purchaser / Vendee to the Seller / Vendor, the receipt whereof the Vendor hereby acknowledges and admits and in consideration of the undertaking of the Vendee to pay such further amount(s), 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 Letter and the Builder Buyer Agreement already executed between the parties, 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 Flat / 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 / Tower and the undivided proportionate share in the common areas of the Building / Tower and along with all rights and easements whatsoever necessary for the enjoyment of the Said Flat / Unit together

with the right to use the Reserved Parking (if any, as per the Parking Agreement executed between the parties) in the Project TO HAVE AND TO HOLD the same unto and to the use of the Purchaser / 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, which the Vendee undertakes to be bound by each of them.

2. Those Vendees / Flat owners, who have not reserved/obtained the user right in the parking space at the time of booking, shall not claim any such right in the future. They shall park their cars / vehicle outside the Project without obstacle / hindrance to the Gates of the Project, at their own risks, costs and responsibility. However, if any parking space is available with the Seller / Vendor, the user right of the same can be availed by the Vendee from the Vendor (at Vendor's sole discretion) at the prevailing applicable rates.
3. It is agreed and understood between the Parties, that it is not mandatory for the Vendor to provide club facility in the Project as per the terms and conditions of Samajwadi Awas Yojana. Therefore, the club at its demarcated premises is not the common area of the Project and is not for common use. The said club area is the exclusive property of the Developer and shall remain the same forever. The Developer has the exclusive right to use, lease, issue membership rights, etc. of the said club at its sole discretion, to which the Vendee has/shall have no objection whatsoever. The Vendee also agree and understand that the Developer at his sole discretion has granted the membership of the said club on the payment of membership charges. However, the said membership shall always be subject to adherence of the terms and conditions of membership of the said club.
4. That the Said Flat / Unit hereby sold, conveyed and assured under this Deed of Sale is free from all sorts of encumbrances or charges (except those created on request of the Purchaser / Vendee to obtain the Housing Loan for purchase of the Said Flat / Unit) transfers, easements, liens, attachments of any nature whatsoever and the Seller / Vendor has unencumbered, good, subsisting and transferable rights in the same.

That the vacant and peaceful possession of the Said Flat / Unit hereby sold has been delivered by the Seller / Vendor to the Purchaser / Vendee and the Vendee fully has satisfied himself/herself/themselves about the quality, specifications, and extent of construction and design of the Said Flat / Unit and undertakes not to raise any dispute hereto after in connection therewith.

5. That in case the Vendee has availed of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the Said Flat / Unit, then in that case: (a) the terms of the financing agency shall exclusively be binding and applicable upon the Vendee only; and (b) the Vendee shall alone be responsible for repayment of all such dues of the financial institution / agency along with interest / penalty accrued thereon or any default in re-payment thereof.

6. For computation purpose, the Super Area means the covered area / built-up area of the Flat / Unit which is the entire area enclosed by its periphery walls including half of the area under common walls between two apartments and full area of the other walls, columns and projections, balconies, cupboards, window projections and other projections plus proportionate share in the common areas such as staircases, entrances, lobbies, corridors, passages, munties, lift wells, electrical and fire shafts, etc. of the said Building and proportionate share of other common areas and facilities in the Project like community facilities, guard rooms, security office / society and maintenance office, maintenance staff rest facilities, rooms for pumps, generators, electric and telephone installations, etc.
7. That the Purchaser / Vendee gets exclusive possession of the Said Flat / Unit. The Vendee shall also have undivided proportionate share in the common areas and facilities within the Building/ Tower and shall use such common areas and facilities harmoniously with other occupants of the Building/Tower 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 Project earmarked for common use of all the occupants of the Project. Further the use of such common areas and facilities within the Building shall always be subject to covenants herein and timely payment of maintenance charges and all other dues. It is hereby particularly agreed and understood by the Vendee that in case of default in making regular payments towards the said facilities to the Developer / nominated Maintenance Agency / AOA, the Vendee shall not be allowed to use the said common facilities.
8. Except for the said Flat / 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 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 Affordable Housing, open spaces, roofs / terraces of Buildings, basements, if any, parking spaces (except those which are specifically allotted), common areas and facilities including the club shall continue to vest in the Vendor. All lands, except the general commonly used areas, facilities and amenities, public road within the said Project earmarked for common use, falling outside the land underneath the said Building in which said Flat of the Vendee is situated, including shops, facilities, amenities, etc. if provided in the stilts / basements of the said Building / Project shall vest in the Vendor and the Vendor shall have the sole right and absolute authority to deal with such lands, areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Vendor may deem fit in its sole discretion.
9. 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 impartible and unidentified.
10. 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 entity and shall always remain attached to and be integral part of the Said Flat / Unit and shall in no case be dealt with in any manner in separation with the Said Flat / Unit. Whenever, the Said Flat / Unit is transferred in any manner, the same shall be inclusive of the transfer of the right to-use the designated parking space as per the parking agreement between the Parties.

11. That the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project / Said Affordable Housing, 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 apartments in the Building 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 Flat / 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 the part of the Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the Said Flat / 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 Flat / Unit by the act of default, omission or commission of the Vendor, and in such case, the Vendee shall have no right, title or interest or claim in any other property in the Project.
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 but not limited to service tax, GST / Works Contract Tax, Metro Cess, Labour Cess, development charges for the provision of peripheral and/or external services or for any other reason attributable to the said Flat / Unit and/or the Said Affordable Housing are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of Said Flat / Unit and be payable by the Vendee failing which the Vendor shall have first charge / lien on said Flat / Unit for recovery of the same.
14. The Vendor, has agreed to organize Operation, upkeep and maintenance of various services and facilities in the Project for the initial period of two (2) years, through its nominated Maintenance Agency (Facilities Management Agency / FM Agency) vide Project Maintenance & Management Agreement 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" and also refereed as "IFMS") 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 Project Maintenance & Management Agreement. 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.

The Vendor / FM Agency shall handover the Project Maintenance and Management to the Residents Association / Society, when formed or after expiry of initial period of two (2) years, whichever is later as the case may be. The Vendee promises, agrees and undertakes to become a member of such Apartment Owners Association / Society and to pay membership fee on its constitution / formation as per its bye-laws.

15. 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 Flat / Apartment / 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(s). In case of delay in payment of such charge, 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 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 (complete) Project. The Vendor may also, apart from other remedies open to it, restrict or object to the transfer of the Said Flat / Unit by the Vendee.
16. That the Vendee is completely satisfied with the facilities available, and specifications provided in the said Project / Flat / Unit by the Developer and confirms that the same are as per the facilities / specifications agreed between the Parties in the Builder Buyer Agreement. However, the Vendee hereby gives his/her/their consent that in case hereinafter any additional facility(ies) is/are included in the Project or any services or capital expenditure made by the Vendor in the Project, the same shall be set off by the Developer / Vendor from the IFSFM / IFMS Deposit, to which the Vendee shall have no objection whatsoever.
17. In case of continuous failure of the Vendee to pay the maintenance charges, the Vendor / Apartment Owners Association / RWA / Maintenance Agency, as the case may be, shall have the right to adjust the amount of outstanding maintenance charges along with interest accrued thereon from the IFSFM / IFMS Deposit secured / kept with it.
18. That the Vendee has reimbursed / agreed to reimburse to the Vendor such charges as demanded / may be demanded separately for making arrangements for providing sewerage, water connections, etc. to the Said Flat / Unit from the peripheral services / connections provided by various authorities to the Project at a single point.



19. As per the rules and regulations laid down by the Uttar Pradesh Power Corporation Limited (“**UPPCL**”) / Pashchimanchal Vidyut Vitran Nigam Limited (“**PPVNL**”), the concerned Electricity Departments and government undertakings, a multipoint connection is permissible for any Project. However, it shall be the responsibility of the Vendee / Allottee(s) to apply for the said electricity connection as per the terms and conditions of UPPCL / PPVNL (the concerned electricity departments) and pay the required fees / expenses for the same to the said department. It shall also be the responsibility of Vendee / Allottee(s) to pay to the said department the charges for the usage of its electricity as per bills raised by the department for the respective connection(s). In case the Developer is required to apply for the electricity connection on behalf of the Vendee / Allottee(s), the expenses to be incurred on such connection(s) shall be charged from the Vendee / Allottee(s) in actual / pro-rated basis and it shall be the responsibility of the Vendee / Allottee(s) to pay the same to the Developer.
20. That the Vendor has, as per the consent of the Vendee, provided power back-up system through a battery inverter in the said Flat / Unit. It is specifically agreed and understood by the Vendee that the said battery inverter is a bought-out item, and thus the warrantee / guarantee, if any, of the same shall be of the manufacturer / supplier of the said battery inverter and not of the Vendor.
21. That it is agreed between the Parties that the common services within the Project shall be managed, run and maintained by the Developer / nominated Agency / AOA, as the case may be. The power / electricity back-up for the common services / facilities in the Project would be provided through the DG. The common maintenance charges, including charges of the power back-up, for managing, running and maintaining the said common facilities shall also be charged along with the other maintenance bills on monthly basis and the Vendee shall be liable to pay regularly and timely, the said maintenance charges. The Vendee understands that the charges towards electricity consumed 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 shall be at such rates, taxes, levies, service charges, etc., as determined by the Vendor / nominated Facilities Maintenance Agency, and the Vendee consents to pay the same regularly and timely, failing which supply of electricity through mains or power back-up can be discontinued by the nominated Facilities Maintenance Agency.
22. That the maintenance of the Said Flat / 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 nor permit anything to be done, which damages 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 Owners Association / Residents Association.
23. That the Vendee is not permitted to use the club, lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties, etc. If any common

space is provided for organizing meetings and small functions, the same may be used by the Vendee on payment of such charges as may be fixed by the FM Agency from time to time.

24. That the Vendee's right to use of the common areas and facilities within the Said Building / Project shall be subject to timely payment of Project Maintenance & Management (PMM) Charges including the common area electricity & maintenance charges and any other charges as billed by the FM Agency and performance by the Vendee of all his obligations under the Tripartite Project Maintenance & Management Agreement executed between the Vendor, Vendee and FM Agency. So long as the maintenance and other related charges / contributions are regularly paid, as provided in these presents, the Vendee or anyone else lawfully claiming under him/her/them 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 Owners Association, in its sole discretion, shall be entitled to effect disconnection 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 Affordable Housing Project. The usage of all such common facilities shall be restored as soon as the breach is rectified by the Vendee.
25. The Vendor and/or FM Agency and their authorized staff and workmen shall always have the right to enter into and upon the said Flat / Unit or any part thereof at all reasonable hours to set right any defect in the said Flat / Unit or the defects in the apartments / flats above or below or adjoining the said Flat / 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/her/their Flat / 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 Flat / Unit / Apartment owners and the Vendee shall make himself/herself/themselves liable for legal actions for said violation.
26. It is made clear that the Project Maintenance & Management of the said Project shall be organized by the FM Agency through various outside / outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the Vendor and/or the 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 agreements / arrangements entered into with them and to change any agency if its performance is not satisfactory.
27. The Watch & Ward Security of the Project shall comprise of general security of the Project. The responsibility of providing Watch & Ward Security Services to the said Project shall be entrusted to some outsourced Security Agency. The FM Agency and the Security Agency will be entitled to regulate entry into the Project. The Security Agency may not guarantee or ensure full proof safety and security of the said Project / Affordable

Housing Project or Vendees residing in the said Project 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 Flat / Unit / Building / Said Affordable Housing Project / Project 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 / the FM Agency.

28. 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 Flat / Unit of the said Vendee or other Flats / Apartments / Common Areas of the said Project in the Affordable Housing. The Vendee shall keep and hold the FM Agency and the Vendor indemnified and harmless against any loss and/or damage that may be caused to the FM Agency, the Vendor and other Flat / Unit / Apartment owners of the said Project / Affordable Housing Project or their family members or any other persons or their properties in this regard.
29. The Vendor and the FM Agency shall have no legal liabilities whatsoever arising from the acts of omission, commission, negligence and/or defaults of the aforesaid agencies in providing the stipulated / expected services. The Vendor and/or the FM Agency shall not be liable for any default / deficiency in the Project Maintenance & Management of the said Project by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The Vendor and the FM Agency shall also not be liable for any loss, damage or physical injury which may be caused to the Vendee or his/her/their 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 any of the outsourced agencies providing services in the Said Affordable Housing Project / Project or by reason of any circumstances beyond their control.
30. That the existing use of the Said Flat / Unit is residential and the Vendee undertakes to use the Said Flat / Unit for residential purpose(s) only. The Vendee shall, therefore, not use the Said Flat / Unit conveyed herein for any illegal, commercial or immoral purpose and/or use it so as to cause nuisance, annoyance or risk to the Vendor and owners / occupants of other Flats / Units / Apartments in the Building / Project. In case of any violation by the Vendee, the Vendor / RWA shall be free to take legal action without giving any notice.
31. That the Vendee shall be liable to pay all taxes and/or other charges including but not limited to the GST, Municipal Tax, House Tax, Water Tax, Sewerage Tax, Service Tax, Metro Cess and/or any other such taxes, charges, levies, etc. which is/are imposed, levied or charged, under any law in force and/or that may hereinafter be enforced, in respect of the Said Flat / Unit / Apartment and/or the Affordable Housing Project. So long as the Said Flat / Unit / Apartment 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 of the Said Flat / Unit to the Maintenance Agency

(FM Agency) or to the Vendor, who on collection of the same from owners of all the flats / units in the Project will deposit the same with the concerned Authority.

32. That all the provisions contained herein and the obligations arising hereunder in respect of Said Flat / Unit and/or the Building / Project shall equally be applicable to and enforceable against any and all occupiers, tenants / licensees and/or subsequent purchasers / transferees of the Said Flat / Unit. Whenever the right, title and interest of the Vendee in the Said Flat / Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale Deed and the Project Maintenance & Management Agreement 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 Flat / Unit.
33. That whenever the title of the Said Flat / 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 Flat / Unit, failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency / FM Agency before occupying the Said Flat / Unit.
34. It is also agreed and understood that the above said Vendee shall have to get his/her/their name(s) enrolled in the record of Developer / FM Agency / AOA and obtain NOC after completing all necessary formalities. It shall also be the responsibility of the Vendee to specifically mention this condition in the subsequent Sale Deed(s) executed, if any, by the Vendee.
35. The Vendee shall not raise any construction, temporary or permanent, in or upon the Said Flat / Unit nor shall make any alteration or addition or sub-divide or amalgamate the Said Flat / Unit. That the Vendee shall not demolish or cause to be demolished, any structure of the Said Flat / 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 Flat / Unit, including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the flat / units / apartments above, adjoining and below it.
36. That the Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Flat / 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 also 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.
37. That the structures of the Buildings / Towers in the Project 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 / residents of all the flats / units / apartments pay and continue to pay the proportionate charges, to be incurred for the 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 Flat / Unit and the Vendee may get the same insured separately at its/their own costs and expenses.

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.

The Vendee shall not keep any hazardous, explosive, inflammable chemical / materials, etc., which may cause damage to the Building / Tower / Project or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other flats / units in the Building / Tower / Project indemnified in this regard.

38. The Vendee has seen the proposed layout plan, specifications, amenities and facilities of the Flat / Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the competent authorities including Ghaziabad Development Authority, as represented by the Vendor. The Vendor developed the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities.

The Vendee is/was aware that this Phase (Phase 4) of the Project, which is/was registered under the UP RERA (Uttar Pradesh Real Estate Regulatory Authority) and the Vendee had gone through the entire details provided by the Vendor on the website of UP RERA regarding this Phase 4 of the Project including other Phases within the same Project / complete Project and is/was fully satisfied with the details provided thereupon.

It is agreed and understood between the Vendee and the Vendor that the above Phase (Phase 4) of the complete Project / Project is the part of the Affordable Housing Project (Landcraft Metro Homes) being developed under the policy laid down by the Government of U.P. (Samajwadi Awas Yojna) and the license issued for the same by the Awas Bandhu, Housing & Urban Planning Department, Government of Uttar Pradesh and the Ghaziabad Development Authority.

It is also agreed and understood that the Vendor may endeavor to assemble furthermore nearby land to be included within the present Project land, as a result of which there may be a change/revision in the boundaries/layout plan and layout of the approach roads to various others Towers / Phases existing within the overall Project / Project. The Vendee hereby agrees and gives consent for all such changes, which the Vendor may effect at a

later stage. The Vendee hereby undertakes not to object in any manner whatsoever to the said changes / amendments / revisions.

39. That the Vendee shall keep the Said Flat / 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 flats / units in the Project. The Vendee shall maintain at his/her/their own costs, the Said Flat / 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 flats / units adjoining and below it. The Vendee shall keep the Vendor, FM Agency and Owners / Occupiers of other flats / units in the said Building / Project indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee.
40. 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/her/them in the Said Flat / Unit or on open / covered Parking space(s) or on any common areas within the Building / Tower or within the Project and the same shall be liable to be removed at his/her/their cost.
41. That neither the owners / occupants of the Said Flat / Unit nor owners / occupants of other flats / units in the Building / Tower 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.
42. 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 Project or anywhere on the exterior or on common areas or on roads of the Project / Said Affordable Housing but shall be entitled to display their own name plate only at the proper place, provided for the Said Flat / Unit.
43. The Vendee may undertake minor internal alterations in his/her/their flats / units 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 Flat / Unit or any part of adjacent flats / units. In case any damage is caused to an adjacent unit(s) or common area(s), 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 Flat / 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) Changes making encroachments on the common spaces in the Project / Project.
  - (iv) Any construction, temporary or permanent, or any alteration or addition to sub-divide or amalgamate the Said Flat / Unit.
44. 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 Flat / Unit should be made without consulting a qualified structural consultant and without the prior written permission from the Vendor.
  - (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. The plumbing network inside the Said Flat / Unit is not to be tampered with or modified in any case.
  - (iv) All the external disposal services are to be maintained by periodical cleaning.
  - (v) The Vendee shall not cover the balcony / terrace of the Said Flat / 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 Flat / 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) The Vendee should avoid random parking of his/her/their vehicle(s) and use only his/her/their allotted parking bay.
  - (x) If the Vendee rents out the Said Flat / Unit, he/she/they is/are 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/her/their tenant(s). The complex

management can object to renting out the Said Flat / Unit to person(s) of objectionable profile.

- (xi) The Vendee is not allowed to put the grills in the Said Flat / Unit as per individual wish, only the design approved by Vendor / FM Agency will be permitted for installation.
  - (xii) That Vendee undertakes and confirms to have settled all the claims, whatsoever, with the Vendor before executing this Sale Deed. No claim under any head, whatsoever, is now payable by the Vendor to the Vendee, therefore the Vendee undertakes not to claim any amount under any head from the Vendor in future.
45. Even after the execution of Deed or Agreement, Sale Deed, etc. in favour of the Vendee, the Vendor shall have the right to make additions, raise additional stories on the building or put up additional structures, as all the required provisions have been made in the said Tower / Project and the same shall be the sole property of the Vendor, who shall have the absolute right to dispose /sale the same in any manner, as the Vendor thinks fit or likes without any interference from the Vendee(s) and the Vendee(s) hereby expressly consents to the same. The Vendor / nominee shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the existing electric, water, sewage and sewage connections but at the Vendor's own cost. Further, the terrace of all the Towers / Buildings except the portion sold including the parapet walls shall always be the property of the Vendor. The Agreement with the Vendee in the said Tower / Building shall be subject to the aforesaid rights of the Vendor, who shall be entitled to use the said terrace including parapet walls for all purpose(s), including the display of advertisement, hoardings, neon sign, telecom towers and/or sign boards or any other use and the Vendor shall always have the right to access to the roof, parapet walls, etc. The Vendee(s) hereby gives consent to the same and agrees that the Vendee shall not be entitled to raise any objection or claim any reduction in the price of the flat / unit acquired by him/her/them or any compensation or damages on the ground of inconveniences or any other ground whatsoever. The Vendor alone shall have the right and be entitled to get the refund or various securities deposited by the Vendor during or after the construction of the Building / Tower with various Government Authorities.
46. The Vendee may transfer in any manner, the Said Flat / Unit after obtaining a No Objection 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 and/or the Maintenance Agency / the Residents Association / Society concerned with maintenance of common areas, facilities and services, etc.
47. 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”**

**(REFER TO HEREINABOVE)**

(Description of the Said Flat / Unit)

Description of the said Flat / Unit conveyed to the Vendee:

All that piece and parcel of the built-up **Flat / Unit bearing No.** \_\_\_\_\_, on \_\_\_\_\_ **Floor**, in the **Building / Tower** \_\_\_\_\_, having a Super Area of \_\_\_\_\_ Sq.Mtrs. (\_\_\_\_\_ Sq.Ft.); Carpet Area (as per RERA) of \_\_\_\_\_ Sq.Mtrs. (\_\_\_\_\_ Sq.Ft.); and Carpet Area (as per Samajwadi Awas Yojna) \_\_\_\_\_ Sq.Mtrs. (\_\_\_\_\_ Sq.Ft.), alongwith undivided and impartibly proportionate share in the land underneath the Building and undivided proportionate share in the common areas of the Building including all easmentary rights attached thereto alongwith right of use to general commonly used areas and facilities earmarked for common use of all occupants within the said Project / Project together with the right to use \_\_\_\_\_ (\_\_\_) Open/Covered Reserved Parking Space (if any) in the Project, being part of the Residential Affordable Housing Project / Project named “**Landcraft Metro Homes**”, situated at NH-58, Opp. HLM College, Meerut Road, Ghaziabad (hereinafter referred to as the said ‘**Affordable Housing**’), being developed on a land parcel aggregating to 33,338.50 square meters approximately, comprising in Khasra Nos. 613, 613M, 614M and 615, situated at Village Basantpur Saintali, Tehsil Modinagar, District Ghaziabad, Uttar Pradesh.

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

SIGNED, EXECUTED & DELIVERED BY

**VENDOR / SELLER**

For **M/s. RS LANDCRAFT LLP**

(Authorized Signatory)  
**(LLP / DEVELOPER)**

**Sonu Gupta**, S/o. Shri Dhanesh Chand Gupta

**Saurabh Gupta**, S/o. Shri Dhanesh Chand Gupta

**Seema Rani**, W/o. Shri Dhanesh Chand Gupta  
**(LAND OWNERS / CONFIRMING PARTY)**

**VENDEE / PURCHASER**

\_\_\_\_\_, S/o. Mr. \_\_\_\_\_

\_\_\_\_\_, W/o. Mr. \_\_\_\_\_

**WITNESSES:**

1.

2.