

SALE DEED

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

BETWEEN

M/s KW Homes (Pvt.) Ltd. (CIN no. U45400DL2012PTC244339), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at B-2/9, Karol Bagh Plot No. 2, DB Gupta Road, Ashok Nagar, Near Faiz Chowk, New Delhi – 110005, India and its corporate office at B-97, Sector 63, Noida U.P. 201301 (PAN – AAECK9877A), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated hereinafter referred to as **“Vendor” which was also referred by name as ‘Vendor’ 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.**

AND

[If the Vendee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as **“Vendee” 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, mean and include its successor-in-interest, and permitted assignees, of the **OTHER PART.**

[OR]

[If the Vendee is a Partnership Firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as **“Vendee” which was referred by name ‘Allottee’ in the agreement for sale between concerned parties dated _____**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assignees), of the **OTHER PART.**

[OR]

[If the Vendee is an Individual]

Mr. / Ms/ Mrs. _____, (Aadhar no. _____) son / daughter/wife of _____, aged about _____, residing at _____, (PAN _____), Aadhar No. hereinafter called the **“Vendee” which was referred by name ‘Allottee’ in the agreement for sale between concerned parties dated _____**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Vendee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter called the **“Vendee” which was referred by name ‘Allottee’ in the agreement for sale between concerned parties dated _____**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees).

The Vendor and Vendee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

W H E R E A S :

- A. The Vendor is lawful & absolute owner and in possession of “Project Land” situated at Village: Saddiqnagar, Pargana: Loni, District & tehsil: Ghaziabad, (Situated at Main Road and Currently Known as Raj Nagar Extension) purchased vide sale deeds registered at Sr. No. 2096, Book No. 1, Jild No. 10080 dated 12.03.2014; Sr. No. 2125, Book No. 1, Jild No. 10083 dated 12.03.2014; Sr. No. 1567, Book No. 1, Jild No. 10037 dated 24.02.2014; Sr. No. 1929, Book No. 1, Jild No. 10067 dated 06.03.2014; Sr. No. 1974, Book No. 1, Jild No. 10070 dated 07.03.2014; Sr. No. 1566, Book No. 1, Jild No. 10037 dated 24.02.2014; Sr. No. 1539, Book No. 1, Jild No. 10035 dated 24.02.2014; Sr. No. 3461, Book No. 1, Jild No. 10090 dated 28.04.2014; Sr. No. 1448, Book No. 1, Jild No. 10027 dated 20.02.2014; Sr. No. 1452, Book No. 1, Jild No. 10028 dated 20.02.2014; Sr. No. 1432, Book No. 1, Jild No. 10026 dated 19.02.2014; Sr. No. 1433, Book No. 1, Jild No. 10026 dated 20.02.2014; Sr. No. 2912, Book No. 1, Jild No. 10146 dated 15.04.2014; Sr. No. 2913, Book No. 1, Jild No. 10147 dated 15.04.2014; Sr. No. 2097, Book No. 1, Jild No. 10080 dated 12.03.2014; Sr. No. 1482, Book No. 1, Jild No. 10030 dated 21.02.2014; Sr. No. 1483, Book No. 1, Jild No. 10030 dated 21.02.2014 all before Sub-Registrar III, Ghaziabad.
- B. The Vendor has constructed a building named, ‘KW Delhi 6’ on the project land in strict compliance of sanctioned/ compounded/ revised building layout plans from Ghaziabad Development Authority, (hereinafter referred to as **“GDA”**), vide its letter bearing Sanction No. 316/ Zone 1/ 15-16 dated 21.09.2016 communicated vide letter No. 97/ Master Plan/ Zone 1/ 16 dated 22.10.2016 & _____ for construction of retail shops for daily needs (“shop”) on the aforesaid project land.
- C. The Vendor has registered the Project under the provisions of the Act with Uttar Pradesh Real Estate Regulatory Authority under registration no. UPRERAPRJ2795;
- D. Upon partial/ full completion of construction of said Building, an application was submitted by the Vendor to GDA for grant of partial/full completion/occupation certificate. Thereafter, GDA vide its letter No. _____ dated _____ has granted partial completion/Completion/occupation certificate in respect of the Project.
- E. The Vendor is fully competent to enter into this deed with respect to the right, title and interest of the said project land on which Building and the shops are constructed;

- F. The Vendee is desirous and agree to purchase the Retail Shop (for daily needs) No _____ admeasuring carpet area _____ Sq. Ft. i.e _____ Sq. Mt. on _____ floor along with covered (Mechanical/Normal) parking No. _____ for usage rights only (If opted by vendee) in the basement 2 in KW Delhi 6 (“**Building**”) at Village: Saddiq Nagar, Pargana: Loni, District & Tehsil: Ghaziabad (Situated at Main Road and Currently Known as Raj Nagar Extension) and of *pro rata* share in the common areas of the Said Building, including all easementry rights attached thereto (hereinafter referred to as the “**Shop**” more particularly described in “**Schedule A**” and the floor plan of the Shop is annexed hereto and marked as “**Schedule B**”) in the above project as the shop allotted to him/ her/ them through agreement for sale (ATS) dated _____ registered at Sr. No. _____, Bahi No. _____, Jild No. _____ before the Sub-registrar of Assurances _____, Ghaziabad;
- G. The vendor time to time as per requirement has taken consent of the vendee to utilize & construct additional FAR, Non FAR areas, floors, shops, kiosks, common area, independent & limited common areas and facilities etc. which is again being acknowledged by the vendee by executing this conveynce deed. The vendee has again consented no-objection on compoundable FAR, purchasable FAR and accordingly has consented on the revised maps as approved by the concerned authority.
- H. The Vendee has demanded from the Vendor and the vendor has provided the opportunity to inspect the vendee of all the documents related to the said land, sanctioned plans, revised plans, NOCs, all the terms and conditions associated with all the approvals and NOCs, design and specifications, layout plans, Building Plan, Structural plan /Landscape plan, Circulation plan, Parking plan etc. and of such documents under RERA, 2016 and rules made there under, the same have been acknowledged by the vendee and its appointed attorney. Thereafter only the vendee has agreed to execute the instant sale deed after due satisfaction.
- I. The vendor has satisfactorily fulfilled all its obligations of ATS (Agreement to sale) as executed between the vendor & vendee which the vendee acknowledges and admits that all the terms & conditions as mentioned in ATS have been fulfilled by the vendor and now henceforth the vendee shall not claim anything against ATS but except defect liability as defined earlier. The vendor has constructed the Retail Shop along with its amenities, as promised. The vendor has also obtained partial/ full completion/ occupancy certificate from the concerned authority as per the satisfaction of the vendee as the vendee has personally inspected the project site and all legal documents from the concerned authority which are in commensurate to the part/ full completion/ occupancy certificate.
- J. Since the vendor has complied and fulfilled all its expressed & implied promises & commitments made to the vendee and vendee hereby agrees that there is no promose or commitment left by the vendor which remains unfulfilled and only thereafter the vendee has paid the total agreed consideration as mentioned hereinafter to the Vendor and the Vendor, in consideration thereof, is transferring and conveying its respective rights, title, claim and interest in the said Retail Shop to the Vendee, by virtue of this sale deed, on the terms and conditions set out below.

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

1. DEFINITIONS:

For the purpose of this Sale Deed, unless the context otherwise requires,-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Vendee” means singular or plural as the case may be.
- (c) “appropriate Government” means the State Government of Uttar Pradesh;
- (d) "carpet area" means the net usable floor area of a shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the shop;

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a shop, meant for the exclusive use of the vendee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a shop, meant for the exclusive use of the vendee;

- (e) "common areas" means— For the purposes of this Agreement, Common Area of the Project shall mean— (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase; (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces; (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel; (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy; (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; (vii) all community and commercial facilities as provided in the real estate project; (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- (f) “Independent Areas and facilities” means the areas and facilities which have been declared but not included as common areas for joint use of shops and may be sold by the Vendor without the interference of other shop owner.
- (g) "Limited Common Areas and Facilities" means those common areas and facilities which are designated in writing by the Vendor before sale or other transfer of any shop as reserved for use of certain shop or shops to the exclusion of the other shops;
- (h) “Occupation Certificate” means completion certificate, whether partial or whole, or such other certificate by whatever name called, issued by the competent authority certifying that the project has been developed in totality.
- (i) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (j) “Rules” means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (k) “Section” means a section of the Act.

2. In consideration of total sum of Rs. _____ (in words Rupees _____ only.) (which includes TDS paid vide certificate No. _____ dated _____) for the Shop based on its carpet area together with the undivided and impartible 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 limited common areas and facilities, specifically earmarked in the Said Building, has been paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits before the Sub-Registrar _____, Ghaziabad, the Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee, the ownership rights in the Shop as described below and as more fully described in **SCHEDULE "A"** with all its electrical, hardware and other fittings & fixtures (As per attached **SCHEDULE "C"**) given hereunder, and for greater clarity delineated on the site plan attached hereto, TO HAVE AND TO HOLD the same unto and to the use of the Vendee and his/ her/ its 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:
- Total Sale Price includes break up of the amounts such as cost of Shop, cost of exclusive balcony or verandah areas (If Allotted), cost of exclusive open terrace areas (If Allotted) and proportionate cost of common areas, Covered/ Basement Car Parking (if opted), preferential location charges, taxes, maintenance charges for 3 months from the date of expiry of fit out period, Individual Electric Meter Connection charges of _ KVA and DG Power Back up of _ KVA if/as applicable.
 - Total Sale Price shall not include the followings:
 - a) Extra electrical load charges shall be payable @ Rs. 10,000 per KVA and extra Power Back up charges @ Rs. 25,000 per KVA on availability.
 - b) IFMS (Interest Free Maintenance Security),
 - c) Stamp Duty, registration fees and legal charges/advocate fees etc. shall be payable extra on registered agreement and same for conveyance deed as and when asked by the Vendor.
3. The Vendor agrees and acknowledges, the vendee shall have the right to the Shop as mentioned below:
- a) The Vendee shall have exclusive ownership rights of the Shop;
 - b) The Vendee shall also have undivided proportionate share in the Common Area and usage rights of the car parking area allotted to him/ it, if so allotted. Since the share/interest of Vendee in the Common Areas is undivided and cannot be divided or separated, the Vendee shall, in the absence of any default by him in payment of maintenance charges etc, use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to other vendees/ occupants.
 - c) It is clarified that the Vendor shall hand over the common areas to the association of Vendee as provided in the Act and the vendee shall comply all the rules & regulations of UP Apartment Act, 2010 and shall also co-operate the vendor to fulfill all the legal obligations of the vendor without making any default;
4. The Said Shop hereby sold, conveyed and assured under this Sale Deed is free from all sorts of encumbrances or charges (except those charges/encumbrances created on request of the Vendee to obtain

loan for purchase of the Said Shop), transfers, easements, liens, attachments of any nature whatsoever and the Vendor have unencumbered, good, subsisting and transferable rights in the same.

5. The vacant and peaceful possession of the Said Shop hereby sold has been delivered by the Vendor to the Vendee and the Vendee have taken possession of the same, after physical inspection of the Said Shop(s), and after having satisfied himself/ herself/ itself about the quality, specifications and extent of construction, carpet-area, limited & independent common area, exclusive Balcony / Verandah / Open Terrace Area facilities and amenities and design of the Said Shop and the Vendee has also satisfied himself about civil work, flooring, MEP & HVAC provisions, painting, electrical wiring and overall finishing and quality of the said Shop and undertakes not to raise any objection or dispute. The vendee has done the photography of the shop and the ancillary area for the implementation of the defect liability by the Vendor and has also deposited the same with the vendor, so as to fulfill the condition of the defect liability as per ATS. In case photography is not submitted to the vendor, it shall be assumed that there had been no defect in the quality, workmanship and construction and vendee is completely satisfied by it after its due testing and checking of the shop and/or provision of services. In case of defect liability if any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of five years by the Vendee from the date of handing over possession or the date of obligation of the Vendor to give possession to the Vendee, whichever is earlier it shall be duty of the Vendor to rectify such defects without further charge, within thirty days provided that the Vendee shall not carry out any alteration of whatsoever nature in the said shop or in the fitting therein, in particular it is hereby agreed that the Vendee shall not make any alteration in the structure of the building, any of the fitting, pipe, water supply connections etc. If any of such work is carried out, the defect liability shall automatically become void. The word defect here means only the structural, construction, quality and workmanship defect caused on account of neglect on the part of the Vendor and shall not mean defect by normal wear and tear and by negligent use of the shop by the occupant(s), vagaries of nature etc.

It is however clarified that for the purpose of this Agreement; structural defect shall mean and include actual physical damage/ defects to the designated load-bearing elements of the building or the Shop like faults, breakage or cracks, appearing over time in elements such as load bearing columns, walls, slabs, beams etc. which can affect the strength and stability of the Shop or the Building and shall include any of the followings, namely:

- (a) Defects due to design attributes of reinforced cement concrete (RCC) or structural mild steel (MS) elements of an engineered (structurally designed) building structure,
 - (b) Defects due to faulty or bad workmanship of RCC or MS work;
 - (c) Defects due to materials used in such RCC or MS work;
 - (d) Any outsourced items and material (eg. Tiles, CP fittings, stones etc.) shall be excluded from the defect liability.
 - (e) Tolerances in workmanship as prescribed by IS Standards shall be excluded from the defect liability.
6. Notwithstanding anything contained contrary, those Vendees/Shop owners, who have not opted for the Car parking space shall not claim any car parking space in future and shall not have claim of any nature against the Vendor in this regard. Further, the vendor shall have the complete right on the unallotted car

parking space which may be available for visitors and shop owners, on paid basis, which shall be collected by the vendor or its nominated agency and the vendee shall have no objection in this regard. Furthermore the vendor shall have the exclusive right over such car parkings which can either be sold or leased out as per vendor's volition and the vendee and its representative Apartment Owners' Association shall have no right on such parking and no objection over their dealing or transfer.

7. In case the Vendee has availed a loan facility from its employer, banks, NBFC or financial institutions or bodies to purchase the Said Shop, 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 dues of the financial institution/agency along with interest / penalty accrued thereon or any default in re-payment thereof.
8. 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 Building, 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 Project, open spaces, roofs / terraces of Said Building, building façade and branding spaces in elevation, parking spaces (except those which are specifically allotted), shall continue to vest in the Vendor and the Vendor 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 Vendor may deem fit in their sole discretion.
9. The Vendee shall not be entitled to claim partition of his/ her/ its undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.
10. The Vendee shall abide by and observe all the conditions, terms and covenants of the Sale Deed, Agreement for sale, approvals of the Said Building, rules framed by the Vendor and / or the nominated maintenance agency (Facilities Management Agency / FM Agency) , Association Of Shop Owners(s) and all laws, bye-laws, rules and regulations stipulated by GDA including the conditions mentioned in the completion certificate and NOCs along with their renewals, the Municipal, Local and other Government or Statutory bodies and to abide the provision of the Uttar Pradesh Apartments (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 Vendor 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.
11. The Vendee has already paid the sale consideration, as stated hereinabove, and all other dues/charges, which were payable from the date of application and/or, in terms of the Agreement for sale, referred hereinabove. However, if any additional charges including increase in development charges, levies, rates, taxes, demands etc. which are levied in future retrospectively or otherwise, then the same shall be treated as unpaid consideration of Said Shop payable by the Vendee and the Vendor shall have first charge / lien on Said Shop for recovery of the same.
12. The Vendee has entered into a separate maintainance agreement with the vendor/ maintainance agency/ nominated agency and shall abide by all the terms and conditions contained therein. The vendee shall be obligated to enter upon more such other agreements, as are required, in case of change of mainatinance

agency etc. and shall abide by all such subsequent agreement(s). The Vendor or its nominated agency for maintenance, as the case may be, is referred to as Maintenance Agency (or MA).

13. The vendor/ maintainance agency/ nominated agency shall be responsible for providing and maintaining the essential services on paid basis till handing over of the maintenance of the project to the association of the shops' owners (AOA) and the Vendee shall make payment of the recurring Maintenance charges and/or Security charges as levied by the Vendor/ Maintenance agency/ AOA and will abide by all the stipulated conditions and regulations thereon. The maintenance of the common area of the entire Building shall be undertaken by the Vendor or by its duly nominated agency till such time the same is not handed over to the truly representative and duly elected body of the Retail Shop/ owner(s).
14. 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 further maintenances charges by the Vendee, after expiry of initial period. Vendee may be permitted to transfer the Said Shop only after obtaining no dues from the Maintenance Agency.
15. In case Shop Owner's Association is not formed, Maintenance Agency may opt to continue to provide maintenance and management services of the Said Building and the Vendee agree to continue paying the maintenance charges as may be decided by Vendor/Maintenance Agency in terms of the Maintenance & Management Agreement. The Vendee promise, agree and undertake to become member of such Shop Owners Association and to pay membership fee on its constitution / formation as per its bye-laws.
16. The Vendee has also agreed and undertaken to pay electricity consumption charges to the Vendor or its nominated agency for supply of electricity etc. to the Said Shop from a Single Point Supply provided to the said project by UPPCCL/ competent 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. Further the Vendee undertakes to abide by the prevailing rules and regulations as specified by governing bodies/ P.V.V.N.L./U.P.P.C.L.
17. In case of any natural calamity or any other situation of any kind or Act of God, the Vendor/ Maintenance agency shall be in no way responsible for all or any of the losses/damages of any kind.
18. The Vendor has provided power back-up system to each Shop and to the common services/facilities in the Said Building. The Vendee shall be liable to pay regularly and timely the main and DG power charges towards electricity consumed by the Vendee and cost of proportionate main and DG power consumption for the common area over and above the general maintenance charges. Electricity consumed through the power back-up system shall be payable at such rates, taxes, levies, service charges, etc., as determined by the Vendor /Maintenance Agency/ Shop owners Association through pre-paid 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 Vendee in payment of these amount.
19. The maintenance of the Said Shop as well as independant/ limited common area including all walls and partitions along with its internal Mechanical Electrical Plumbings (MEP), internal HVAC, internal fire fighting etc. shall be the exclusive responsibility of the Vendee from the date of the possession/ deemed possession. Further, the Vendee 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.

20. The Vendee is not permitted to use the common areas for, storing any goods, display material or organizing any event or functions etc. If any common space is provided, by the vendor/ MA/ AOA, in the Said Building for organizing meetings and small functions, events etc., the same may be used by the Vendee on payment of such charges as may be fixed by the Vendor/ Maintenance Agency/ Shop Owners Association (AOA) from time to time.
21. The Vendor 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 Vendee covenants and agrees to permit them to do so. Any refusal by the Vendee 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 right of easement and right of usage of common services and facilities of other Shop owners and the Vendee shall make themselves liable for legal actions for said violation.
22. It is made clear that the Maintenance & Management of the Said Building may be organized by Vendor/ 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 Vendor 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 short comings. The responsibility of the vendor shall be limited to the operation and functioning of such agencies which shall be in conformity with the agreements / arrangements entered into with the vendee and to change such agency if its performance is not found satisfactory. Furthermore, the agencies shall be responsible for any kind of mishappening, damages and losses etc.
23. The responsibility of providing Watch & Ward Security services in the Said Building shall be of the Vendor/ 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 Building. The security agency may not guarantee or ensure fool proof safety and security of the Said Building or Vendee occupying the Said Building or his/her/its belongings and properties. It is made clear and agreed herein that neither the Vendor 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 Vendor / Maintenance Agency/ Shop Owners Association. The vendee shall follow the instructions of the security agency and co-operate with them.
24. The Vendor 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 Vendee shall keep Maintenance Agency/ Shop

Owners Association and the Vendor indemnified and harmless against any loss or damage that may be caused to the Shop Owners Association /Maintenance Agency/ the Vendor and other Shop owners of the Said Building or their family members or any other persons or their properties in this regard.

25. The Vendor 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 Vendor and / or Maintenance Agency/ Shop Owners Association shall not be liable for any default / deficiency in Maintenance & Management of the Said Building by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The Vendor and Maintenance Agency/ Shop Owners Association shall also not be liable for any loss, damage or physical injury which may be caused to the Vendee or the family members, staff, guests, customers, clients, 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 Building or by reason of any circumstances beyond their control.
26. The existing use of the Said Shop is Retail Shop and the Vendee undertake to use the Said Shop for Retail Shop for daily needs purpose only in accordance with the sanctioned maps and all the laws for the time being in force. Therefore, the Vendee shall not use the Said Shop conveyed herein for any illegal, residential or immoral purpose or use it so as to cause nuisance, annoyance or risk to the Vendor and/ or owners/occupants of other Shops in the Said Building.
27. The Vendee 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 conveyance deed of Said Shop. So long as Said Shop 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 carpet area along with the proportionate undivided share in the common area of the Said Shop to the Vendor / MA/ AOA, who on collection of the same from owners of all the Shops in the Said Building shall deposit the same to the concerned Authority.
28. All the provisions contained herein and the obligations arising hereunder in respect of Said Shop / Said Building shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees claiming his title under the Vendee and / or subsequent purchasers / transferees of Said Shop. Whenever the right, title and interest of the Vendee 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, ATS and the Maintenance & Management Agreement.
29. The Vendee shall not raise any construction temporary or permanent in or upon the Said Shop and shall not sub-divide the Said Shop. The Vendee shall not demolish or cause to be demolished any structure of the 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 in any part thereof in view of structural safety of the Said Building.
30. The Vendee 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 Vendee shall also not change the colour scheme of the outer

walls or painting of exterior side of the shutters, 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 electricity and common services and facilities till the breach is satisfactorily rectified at the cost of the Vendee.

31. The vendee shall get its shop insured against fire, theft, natural calamity along with third party damage etc. The structures of the Said Building along with lifts, pump houses, generators and other common facilities etc., may be got insured by the Vendor or Maintenance Agency, under Fire and Special Perils Policy at the expense of the Vendee 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 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 any insurance void or voidable or cause increased premium. The said insurance shall not include contents inside the Said Shop and the Vendee may get the same insured separately at its own cost and expense.
32. 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 or Maintenance Agency or AOA, the Vendee hereby authorizes the Vendor or Maintenance Agency or AOA, as the case may be, to lodge claim/s under the insurance policy and collect proceeds thereunder on behalf of the Vendee and Vendor or Maintenance Agency or AOA for the respective rights and interests and further agrees that any discharges given by the Vendor or Maintenance Agency or AOA to the Insurance Company, its agents and/or its representatives will be binding on the Vendee.
33. The Vendee shall not keep any hazardous, explosive, inflammable chemicals/materials etc. which may cause damage to the Said Building or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other Shops in the Said Building indemnified in this regard.
34. The Vendee 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 Vendee shall maintain at their own costs the Said Shop 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 them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the Said Building, more particularly the Shops adjoining and below it. The Vendee shall keep the Vendor, and owners / occupiers of other Shops in the Said Building / Said Project indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee.
35. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited common areas & independent area as defined by the vendor and shall also have no right to use the facilities and services as specifically permitted to use to other vendees. The Vendee shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by them in the Said Shop or on open/covered parking space(s) or on any common areas within the Said Building or within the project then it shall be liable to be removed at its cost.

36. 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, lifts, escalators etc. and services and facilities in any manner whatsoever. The common areas, e.g., staircase, driveway, passage, etc., will in no case be used for keeping goods/ chaining any pets/ dogs or any animal / bird.
37. The Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding etc., without prior written consent of the vendor or its nominated agency, at the external façade of the Said Building or anywhere on the exterior or on common areas or on roads of the Said Building and shall be entitled to display their own sign board only at the proper place, provided & earmarked by vendor in writing for the Said Shop.
38. The Vendor at its sole discretion, shall have all authorities & rights to use any part of Building (including the roof tops and terraces) for advertisement & promotional activities by kiosks & other temporary structures etc. and can use any facilities & area inside the Building for any commercial /non commercial use at its own costs and expenses, without any burden on the Vendee, and the Vendee shall have no interest therein in the gains accruing thereby.
39. The Vendee may undertake nonstructural / interior decorations related alterations in their Shop only with the prior written approval of the Vendor. 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 Shop or any part of adjacent units. In case damage is caused to an adjacent Shop or common area, the Vendee will get the same repaired failing which the cost of repair may be recovered from the vendee and/or deducted from the Vendee's IFMS, if received;
 - (ii) Changes that may affect the facade of the Said Building (e.g. changes in windows, tampering with external treatment, 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 sub-divide the Said Shop.
40. The Vendee shall strictly observe the followings 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;
 - (ii) All the plumbing problems should be attended 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 Vendee 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 Vendee 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) The Vendee shall park its car in the premises only if the car parking space is opted and allotted. The Vendee unconditionally undertakes to use the allocated Car Parking Space for parking his car only and shall not be used for any other purpose. The vendee shall not alter the structure of Car parking space (if any) in any manner whatsoever and will strictly use the allotted space for Car parking only. Further the usage rights of Car Parking space shall always be a part & parcel of the said Shop and shall never be dealt separately as an independent legal entity in any manner whatsoever it may be. Whenever the Said Shop is transferred in any manner, the car parking space shall also be deemed to be transferred to the Transferee. On sale/transfer of Shop by the Vendee, all rights of the Car Parking vested in the Vendee shall be automatically transferred to the Transferee without doing any further act. The Vendee/transferee shall abide by all the terms & conditions of the Car parking allotment agreement/letter executed separately.
 - (ix) If Vendee rents 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 Vendee 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 objectionable profile; and
 - (x) The Vendee is not allowed to put grills/objectionable fittings in the Said Shop as per individual wish, but only the design approved by Vendor will be permitted for installation.
41. The Vendee may transfer by sale, gift, exchange or otherwise in any manner, the Said Shop after obtaining No Objection Certificate of the Vendor and / or the Maintenance Agency or Shop Owners Associations after clearance / payment of administrative charges as per agreement for sale, U.P. Apartment Act 2010, outstanding maintenance charges and any other charges payable by the Vendee to the Vendor or the Maintenance Agency / the Shop Owners' Association concerned with maintenance of common areas, facilities and services.
 42. The Vendee understands that all the peripheral/external development works such as construction of approach roads, drains, electric distribution & transmission lines, water supply, sewerage etc. shall be provided by the concerned Authorities and the Vendor shall not be held liable for any delay in executing and carrying out such works.
 43. The inter shop corridors between the shops and other such earmarked areas as declared limited common area or Independent area by the Vendor shall be given for usage to the Vendee(s)/allottee(s)/user(s) under special usage agreement between the Vendor and allottee(s)/user(s). In case, all the shops associated with the inter shop corridor are allotted/purchased by single Vendee/allottee/user, the corridor area shall automatically be converted into Independent Area for the said shops of the Vendee/ allottee/user and this independent area can also be sold by the Vendor to the vendee/allottee of those shops seperately.
 44. The Building of which the said Shop is part and parcel, shall always be known as **"KW DELHI 6"** and shall never be changed by the Vendee /Shop owners/ anybody else. At no point of time any change,

whatsoever, shall be made in the said name and mark of distinction. The logo, layouts, elevations and the name of the Project shall remain the intellectual property of the Vendor at all times and they shall not be under any obligation to part with/ share the same with the Vendees or their body under any circumstances. The Vendee or their representative body shall not have any right whatsoever to effect, alter or modify such intellectual rights of the Vendor at any point of time.

45. 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 Vendee. The Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said shop for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Concerned Authority along with consequent penalties and deficiencies and interest as may be levied/ imposed in respect of the said shop conveyed by this Deed shall be paid by the Vendee exclusively, and the Vendor shall not be liable & responsible to pay the same.
46. Except for the agreements executed for the usage, maintenance & upkeep of the said Building & Undertakings/Affidavits given by the Vendee to the Vendor, all other E-mails/Fax/correspondence letters, Notices, Replies etc. sent by Vendee to Vendor (till the execution of this sale deed) will become Null & Void with the execution of this sale deed. For any further communication with the Vendor, all the letters/notices/requests shall have to be sent to the Corporate office of the Vendor at Noida through Registered post/ Speed post.
47. The Parties are entering into this sale deed with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
48. This Deed, along with its schedules constitutes the entire Sale Deed between the Parties with respect to the ownership hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop, as the case may be. And now onward the terms and conditions of this Sale deed, Maintenance Agreement and various other related Agreements/Affidavits/Undertaking by the Vendee given to the Vendor, shall be binding upon the Vendee and its legal heirs/assignees/transferees/tenants. The breach of the terms and conditions of the sale deed and other covenants may lead to the cancellation of the Sale deed and other legal action/s by Vendor, as the case may be, as per the prevailing laws.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sale Deed at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED BY:

VENDOR/ FIRST PARTY:

(1) Signature (Authorised Signatory) ____

Name _____

Address_____

SIGNED BY:

VENDEE/ SECOND PARTY: (including joint buyers)

(1) Signature_____

Name _____

Address__

(2) Signature_____

Name _____

Address__

WITNESSES:

1. Signature_____

Name__

Address _____

2. Signature_____

Name_____

Address _____

(DETAILS OF SCHEDULES)

SCHEDULE ‘A’ - DESCRIPTION OF THE SHOP AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE ‘B’ - FLOOR PLAN OF THE SHOP

SCHEDULE ‘C’ – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SHOP)

SCHEDULE ‘D’– SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)