



**Sale Deed Amount** :-Rs. ....../-

**Stamp Duty** :-Rs. ....../-

Description of Stamp Duty Paid :-

(Stamp duty paid as per G.O. of Uttar Pradesh Not. No. V.K.NI.-5-2756/11-2008-500(1165)/2007 Lucknow Dated - 30-06-2008). and 1% discount for Female upto 10 lakh and 7 % Stamp Duty paid above 10 Lakh and Male.

**e-stamp No-IN-.....**

**BRIEF PARTICULARS OF SALE DEED**

1. Type of Property : Residential
2. V.Code No. : 306, on Page No- 29
3. Pargana : Loni
4. Mohalla/Village : Noor Nagar, Ghaziabad
5. Description of Property : **Flat No-....., Block-...., at .....**  
(without Roof rights) situated in the Residential Group housing Complex "OFFICER CITY" at Khasara nos.  
1052, 1059, 1060, 1098 at Village Noor Nagar, Raj Nagar Extension, NH-58, ParagnaLoni, Tehsil & District, Ghaziabad,
6. Super Area of Property : .....(..... Sq.mtr.) approx.
7. Covered Area of Property : ..... Sq. Ft. (..... Sq.Mtr.)\
8. Status of access Road to the Project : 45 mtr. and 45 mtr. Wide

9. Status of Parking : **One Covered Car Parking Space**
10. Govt. Circle Rate  
(Land + Super Area) : Rs..... per Sqm.
11. Rebate on Floor : Less :.....
12. Facilities : Add : .....% for common facilities Such  
as one Car Parking + Power Backup +  
Security Guard + Club +Lift + Swimming  
pool + GYM
13. Water Harvesting : Yes  
rain water harvesting system.
14. Circle rate with adding Charges  
Of various amenities and taking  
all rebates in Basic circle rate. : xxxxxxxxx-Per Sq.mtr.
15. Consideration Amount of Sale : xxxxxxxxxxxxxxxxx
16. Govt. Value : xxxxxxxxxxxxxxxxx
17. Stamp Duty Paid : XXXXXXxxxxxxxxxx
18. In connection of Member of  
SehkariAwasSamiti : Not Applicable
19. Particulars in condition  
of share : 1/2, 1/2
20. Seller (self/Attorney) : (Through Authorized Representative)
21. Number of First Party/Vendor : One (Self and Attorney)
22. Number of Second Party/Vendee : Two

THIS SALE DEED is executed at Ghaziabad on this xxxxxxxxxxxxxxxxxxxxx

BY

**M/s Proview Infrastructure (P) Ltd.,** .(Pan No-AAFCP3716Q)a company incorporated under the provision of the companies Act, 1956, having it's registered office at 220, Opposite Veternity Hospital, Village Burari North Delhi-110084, Itself and as constituted Attorney of No.(1) **M/s RKS Buildcon India Pvt ltd.** a company incorporated under the provision of the companies Act, 1956, having it's registered office at 220, Opposite Veternity Hospital, Village Burari North Delhi-110084, And No.(2) **M/s Lotus Enterprises,** a partnership Firm having it's registered office at K-1-3, Kavi Nagar Ghaziabad. U.P **ActingThrough it's Authorised SignatorySh.**

.....  
..duly authorized Vide Board Resolution dated 05-07-2021 passed in the Board Meeting which expression shall unless contrary or repugnant to the context, here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of First part/Vendor.

And

IN FAVOUR OF

**Mr. XXXXXXXXXXXXS/o Sh. xxxxxxxxxxxxxxxx (PAN No-xxxxxxxxxxxxxx) And Smt. xxxxxxxxxxxxxx W/o Sh. xxxxxxxxxxxx (PAN No-xxxxxxxxxxxxxx)** Both R/o xx (Hereinafter referred to as "Vendee"), which expression shall, unless it be repugnant to the context or meaning hereof, mean and include his/her/their legal heirs, executors, administrators, legal representatives, executors and assigns, of the Second Part/Vendee.

- A. M/s Proview Infrastructure (P) Ltd., And M/s RKS Buildcon India Pvt Ltd. And M/s Lotus Enterprises, entered into a Consortium Agreement on 07-10-2016 with and object of developing and constructing group housing project approved by Ghaziabad Development Authority in the area of Ghaziabad Development Authority Ghaziabad and the said consortium agreement is duly registered as Book no.4, Volume No-398 on page-237/258, Serial No-499 in the Sub-Registrar-2, Ghaziabad on date-07-10-20216.
- B. The Said M/s R.K.S Buildcon India Pvt Ltd. has appointed M/s Proview Infrastructure (P) Ltd as its constituted attorney vide general power attorney dated-08-03-2013 executed through its director Mr. RAJPAL TYAGI and the said power attorney has been duly registered in the office of the Sub-Registrar Bound KalanBhiwani Haryana, in the book no-4 Jild No-1 on page no-22 and addition book No-4 Jild No-16 on page no-21 to 22 on dated-08-03-2013.
- C. The Said M/s Lotus Enterprise's has appointed M/s Proview Infrastructure (P) Ltd as its constituted attorney vide general power attorney dated-08-03-2013 executed by its partner Sh. RajpalTyagi S/o Sh. BrahmjeetTyagi, And the said power attorney has been duly registered in the Sub-Registrar Bound KalanBhiwani Haryana, in the book no-4 Jild No-1 on page no-22 and addition book No-4 Jild No-16 on page no-19 to 20 on dated-08-03-2013.

- D. The said M/s Proview Infrastructure (P) Ltd., is thus duly authorized to perform all acts, deeds and things on behalf of the above said M/s R.K.S Buildcon India Pvt Ltd. And M/s Lotus Enterprises, in respect of the said land and said complex.
- E. M/s Proview Infrastructure (P) Ltd., received the payment inter-se arrangement with its associates companies namely (2) M/s R.K.S Buildcon India Pvt. Ltd. & (3) M/s Lotus Enterprises, arrangements as consortium agreement as lead member. Vendors of the first part.
- F. The Vendor is an absolute owner of the said land the constructions made therein, and is having the lawful possession of land admeasuring 77250 sqmtrs bearing Khasra nos. 1052, 1059, 1060, 1098 situated at Village Noor Nagar, (Raj Nagar Extension) ParganaLoni, Tehsil &Distt. Ghaziabad, U.P. (out of which 13880 sqmtrs of land area falls under the compulsory acquisition by Ghaziabad Development Authority (referred hereinafter as G.D.A) for the construction of 45 mtr Master plan road, and 2230.01 Sq.Mtrs.of land area left for the officer city-2 and 8361sq.mtr. space already sold and hence the net land area is 52778.99 Sq.Mtrs. (Hereinafter referred to as the "PROJECT LAND") and constructions made thereon after obtaining sanction building plans from GDA hereinafter referred to as "GDA" vide map plans bearing no.650/GH/Zone-1/ 13-14 dated-11-05-2014 thereon as on the date.
- G. The Vendor is developing and constructing a Residential Group Housing Complex comprising of Residential Flats, Convenient shops, Nursery school, along with the common areas & facilities and independent areas, known as "OFFICER CITY" (Hereinafter referred to as the said COMPLEX/PROJECT) on the said land. The Building plans were approved by Ghaziabad Development Authority.
- H. The Vendor have completed the entire construction of **Block A/B/C and E** as a part of project and offered for execution of Sale deed of the said Flat.

- I. The Vendor has agreed to execute the Sale deed in favour of the Vendee for Residential ~~Flat No-E-303, Block-E, at 3<sup>rd</sup> Floor having super area of 137.03 Sq.Mtrs/1475 Sq.fts.(Approx) & Covered area of 92.45 Sq. Mtrs of./ 995.13 Sq.fts approximately in residential Group Housing Complex "OFFICER CITY"(Hereinafter referred to as the said FLAT)~~ in the said Complex, along with undivided, impartible and proportionate share for right to use in the common areas of the Building, including all easementary rights attached thereto, along with right of use of ~~One Covered Car Parking.~~
- J. Except for the said Flat/Dwelling unit transferred herein and all common easementary rights attached therewith, the entire common areas and facilities provided in the Complex and its adjoining area including the un-allotted terrace/roof, unreserved open and covered parking spaces, Club and facilities therein, storage areas, Convenience shops, and the un-allotted areas and Flats/dwelling units shall remain the property of the Vendor and those shall be seized and deemed to be in possession of the Vendor.
- K. The Vendee having been fully satisfied with the title, rights & interests of the Vendor in the said Land & Complex and after satisfying himself that the constructions thereon have been made in accordance with the agreed drawings, designs and specifications.
- L. 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 woks.

M. The Vendee represents that:-

- (i) The Vendee has understood and fully satisfied himself with the built up area & super area. The Vendee will not raise any claim, civil/legal for any reason whatsoever it may be in future in this regards.
- (ii) The Vendee has satisfied himself and inspected all the relevant records relating to the title of the Said land and various approvals, possession, lay out plans, Building Plan, Structural plan/Landscape Plan, Circulation Plan, Parking plan etc.
- (iii) The Vendee is fully aware that the development and construction has taken place fully in accordance with and within the legal limits and tolerances of prevailing Laws/Bye-laws and available codes.
- (iv) The Vendee has satisfied himself with the quality of the construction and specification of the material used. The Vendee has made himself fully conversant, regarding the Tower wise possession of the project and also that the facilities like Club house community hall, swimming pool, other recreational facilities shall be provided at the later stage. The Vendee undertakes not to raise any claim in this regard. Further the Vendee shall have no objection either of ongoing construction work and related inconvenience and/or future construction work of the project. The Vendee is fully conversant with the location of the Sewerage Treatment Plant (S.T.P.) and Water Treatment Plant (W.T.P.) in the Complex and undertakes to make no claim in this regards of any nature in future.

N. The Parties hereto are now desirous of executing this Sale deed for conveying ownership right, title and interest in the said Flat to the Vendee.



NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:-

1. That subject to the exception, reservations, conditions and covenants contained herein to be observed and In consideration of a ~~total sum of Rs. 26,25,500/- (Rs. Twenty Six Lakh Twenty Five Thousand Five Hundred Only)~~ already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby admits and acknowledges that the account has been settled up to date, and in consideration of the undertaking of the Vendee as described in Clause no.(13) of the sale deed to pay such further amount, as may be at any time hereinafter, demanded in terms of this Sale Deed, and as also subject to all those terms and conditions contained in this sale deed, the Vendor hereby sell, convey, transfer, assure and assign unto the Vendee the Said Flat (indicated/bounded in the plan appended hereto as Annexure-A) along with the right to use of ~~One Open/ Covered Car Parking~~ in the said Complex and the Vendee agrees to take the said Flat with all its sanitary, electrical, hardware and other fittings & fixtures (As per attached Annexure-B).

2. That the vacant and peaceful possession of the Said Flat has been handed over by the Vendor to the Vendee, and the Vendee has satisfied himself about the quality, specifications and extent of construction in all respect including civil work, flooring, woodwork, painting, polishing, sanitary fittings, electrical wiring & fittings, other fittings, & fixtures installed therein, and overall finishing and quality of the said Flat. Henceforth, the Vendee shall have no claim against the Vendor of any nature whatsoever in future with regards to the Flat.

3. 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 Flat and shall never be dealt separately as an independent legal entity in any manner whatsoever it may be. Whenever The Said Flat is transferred in any manner, the car parking space shall also be deemed to be transferred to the Transferee. On sale/transfer of Flat 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.

4. Those Vendees/Flat owners, who have not applied/opted for the Car Parking space at the time of booking, shall not claim any car parking space in future and shall not have claim of any nature against the Vendor in this regard.

5. The Vendee understands and conveys that all previous agreements/ allotment have since been honored by the Vendor and stands concluded and therefore it shall not have existence or relevance henceforth. 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.

6. That the Said Flat/Dwelling unit is free from all sorts of encumbrances, liens and charges etc. except those created at the request of the Vendee himself to facilitate his/her home loan for the purchase of the said Flat/Dwelling unit.

7. That in case the Vendee has availed of a loan facility from his employer or any Financing bodies/Institutions to facilitate the purchase of the Said Flat, then in that case:-

(i) The terms of the financing agency shall exclusively & independently be binding and applicable upon the Vendee only.

(ii) 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 repayment thereof. Further any civil/legal suits arising out of the same shall be solely on the part of the Vendee and the Vendor shall not be responsible in any manner for the same, what so ever it may be.

8. The Vendee hereby confirms of understanding the Super Area which means the built-up area of the Flat which is the entire area enclosed by its periphery walls including half of the area under common walls between two Flats, and full area of the other walls, columns, projections, balconies, cupboards, window projections, dedicated terraces (if any) and dedicated service shaft etc. inside the Flat PLUS the proportionate share in the common areas such as Staircases, Entrances, Lobbies, Corridors, Passages, Munties, Lift wells, Electrical & fire shafts, Overhead tanks etc. of the said Building, and proportionate share of other common facilities in the Complex like Community facilities, Guard rooms, Covered circulation areas, Security office/Society & Maintenance office, Maintenance staff rest facilities, Rooms for Pumps, Generators, Electric and telephone installations, General Toilets, service shafts and service yards, W.T.P., S.T.P., and other facilities etc.

9. That Except for the said Flat conveyed herein along with all common usage rights attached therewith, including undivided right of use of all common areas and facilities of ingress and egress over common areas within the Complex/Project, which may be within or outside the foot print of the Building. All rights and interest in all unsold Flats/dwelling units, un-allotted/unsold areas in the Buildings/Said Housing Project, open spaces, roofs/terraces of Buildings, Storage areas, unreserved parking spaces (except those which are specifically allotted), common areas, services areas, convenience shops, Club house, amenities and facilities etc. shall continue to vest with the Vendor and they shall have the sole right and absolute authority, whatsoever it may be to deal in any manner including by way of sale, transfer, lease or any other mode, which they may deem fit in his sole discretion.

10. That the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Said Complex, rules framed by the Vendor/Maintenance agency/Association of the Flat Owners 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 keep the Vendor or its nominated Maintenance agency and owners/occupiers of other Flats in the Building indemnified against all costs, consequences, damages & penalties, legal and civil action/suits arising out of any breach or non-compliance of any of rules in any manner whatsoever it may be.

11. The Vendee will be obligatory and liable to get the insurance of said flat including articles, furniture, goods, machinery and equipments installed and stored inside the said flat. However, if the maintenance agency takes up the group/joint insurance policy for all the residential complexes and equipments and plant & machinery installed in the residential complexes, the vendee will be obligatory and liable to pay the proportionate cost to the maintenance agency.

12. The Vendor can nominate a Maintenance agency for the maintenance and upkeep of the various amenities and facilities provided in the Complex. A separate Maintenance agreement shall be executed between the Vendor or its nominated Maintenance agency and the Vendee regarding the terms & conditions for the same, and the Vendee shall make payment of the recurring Maintenance charges and/or Security charges as levied by the vendor or its nominated Maintenance agency and will abide by all the stipulated conditions and regulations thereon.

13. That the Vendee has already paid the sale consideration, as stated hereinabove, and all other dues, which were payable from the date of an application for booking of the said Flat. However the Vendee undertakes that if any additional charges, levies, rates, taxes, demands etc. including Service Tax/GST/VAT/Works Contract Tax, Metro Cess, Development charges (for the provision of peripheral and/or external services or for any other reason), Elevated road charges, City forest charges etc. attributable to the said Flat/Said Complex are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of Said Flat and the Vendee is liable to pay the same or the proportionate share as the case may at that point of time. The Vendor directly or through their nominated Maintenance agency, at their sole discretion may collect this amount in advance to pay the charge/or recover the same after paying the same first.

14. The Vendee shall pay directly to the local government/Central Govt./Local Authority, Municipal or G.D.A., existing or to be levied in future viz. House tax, Municipal Tax, Sewer tax, Water tax & charges and other taxes, charges and assessments of every description, which area now or may at any point of time even after the execution of this Sale deed be assessed, charged or imposed upon the said Flat/Complex.

15. Till the time, said Flat 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 Flat, to the Maintenance Agency, who on collection of the same from all the Vendees of the Complex, shall deposit the same with the appropriate authority(s)/G.D.A, as the case may be.

16. It shall be incumbent on each Vendee to form and join an Association of Apartment Owners comprising of all the Vendees for the purpose of management and maintenance of the Complex. Only common services shall be transferred to such Association. All unsold Flats/dwelling units, un-allotted terrace/roof, unreserved open and covered parking spaces, Club & facilities therein, storage areas etc. and the un-allotted areas, Convenience shops, etc. shall remain the property of the Vendor and those shall be seized and deemed to be in possession of the Vendor.

17. The Central green lawns and other common areas shall not be used for conducting personal/public/family functions such as marriage, birthday parties etc. The functions can be held in the Club house or Community center specifically earmarked/allotted for such purposes only, and that too as per the rules and regulations of the Maintenance Agency, and upon the advance booking of the space from the Maintenance Agency on payment of the stipulated charges as may be fixed by it from time to time.

18. Vendor or its nominated Maintenance Agency and their authorized staff and workmen shall always have the right to enter into and upon the said Flat or any part thereof at all reasonable hours to rectify any defect in the said Flat or the defects in the Flats above or below or adjoin the said Flat and also for repairing, maintaining, cleaning, lighting and keeping in good/working condition the 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 Flat or any part thereof will be deemed to be a violation of this Deed and the Vendee shall make him liable for legal actions for said violations.

19. The Vendor or its nominated Maintenance 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 of the Vendee, or other Flats/Common Areas in the said Complex. The Vendee Shall keep the Vendor indemnified and harmless against any loss or damage and/or Civil/criminal liability that may be caused to him and other Flat owners of the said Complex, or their family members or any other persons or their properties in this regard.

20. A Single point bulk electricity connection has been taken from the PaschimanchalVidhyutVitran Nigam Limited (P.V.V.N.L.) for the distribution of electrical energy among the Flats, School, Club, Common areas & other facilities inside the complex and the Maintenance agency shall supply such energy to the Vendee/Individual Flats as per agreed sanctioned load through Dual electric meter system. The Vendee shall abide by all the terms and conditions as laid down in the Maintenance agreement/other agreements executed by them regarding the payment of electrical charges, duty, taxes, other expenses etc., and other rules & regulations as mentioned therein. 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.

21. That the Vendor & its nominated Maintenance agency has provided the centralized power back-up system to each Flat as per agreed sanctioned load, and to the common services/facilities in the Complex through the private Diesel generating sets. The Vendee shall abide by the terms and conditions laid down in the Maintenance agreement/other agreements executed by them regarding the regulations for the usage of the Power back up. Further the Vendee agrees to make payments for Power back up charges, duty, taxes etc. and other rules & regulations as mentioned therein.

22. In case of any natural calamity or force majeure 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.

23. That the existing use of the Said Flat is Residential only and the Vendee undertakes to use the Said Flat for residential purpose only. The Vendee will not be allowed/permitted to do any trade or business of any nature whatsoever in the said Flat, nor use the same for any purpose other than residential. Further the Vendee shall not do any act or thing whatsoever which in opinion of the Authority and Vendor or its nominated Maintenance agency may be a nuisance, annoyance or disturbance to the other Unit/Flat owners of the said Housing Complex and persons living in the neighborhood. In case of any violation by the Vendee, the Vendor/Maintenance agency/Flat Owners Association shall be free to take legal action. The Vendee will obey and honor to all directions, House rules, issues and regulations made by the Vendor/Maintenance Agency/Authority now existing or likely to exist in future so far as they effect the health, safety or convenience of other Residents/ Flat owners/Occupants of the said Complex.

24. That all the provisions contained herein and the obligation arising hereunder in respect of Said Flat/Building/Complex shall equally be applicable to and enforceable against any and all occupiers/tenants/ subsequent purchasers/transferees of the Said Flat. Whenever the right, title and interest of the Vendee in the Said Flat is transferred in any manner whatsoever it may be, the transferee shall be bound by all covenants and conditions contained in his Sale deed and the Maintenance Agreement/other agreements referred to anywhere in this Sale Deed, and transferee shall be liable and answerable in all respects. For the purpose of upkeep of Club, Vendor has the right to let out some of Club to the third party and Vendee will not make any objection in this regard.

25. The Vendee has become the member of the Club in the Complex by virtue of this sale deed. However the Vendee is liable to pay the recurring charges towards the maintenance and operation of the Club house. Further the Vendee is liable to pay for other/all paid services to be provided in the Complex by Vendor or its nominated Maintenance agency. The Vendee and anyone else claiming under him shall abide by the rules and regulations of the Club House, Swimming Pool and other common amenities and facilities. Further the Vendee will no longer continue to be the member of the Club House and all other common amenities and facilities upon the sale/transfer of the said Flat, and its membership shall stand transferred to the new owner/transferee of the Flat.

26. That the Club & swimming pool including the Gym will be operated by the Vendor or its nominated maintenance agency only when at least 50% of the members are ready to contribute the charges for the same. The Vendor will be at liberty to give the membership of swimming pool & club to the outsiders also.

27. The Vendee shall not in any manner whatsoever, encroach upon any of the common areas, limited common areas etc. The Vendee shall be liable for all legal actions and consequences arising out of all encroachment or unauthorized temporary/permanent constructions carried out by him in the Said Flat, or on Car Parking space(s), or on any common areas within the Complex, and shall be liable for their removal at his own cost & risk.

28. That the Vendee is fully aware that provision of Primary School/Crèche facility in the Complex and further agree that the School building is not a part of the common facilities and amenities reserved for the Vendee of the Complex, BUT a separate part of the Complex, which can be used and availed by the general public at large without any type of objections by the Vendee.

29. That the Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external façade of the Complex/Building/tower or anywhere on the exterior or on common areas, or on roads of the Complex/Said Housing project. The Vendee shall be entitled to display their own name plate only at the external wall of the said Flat adjoining the main entrance door towards lift lobby passage.



30. That the Vendee shall maintain the Said Flat/Dwelling Unit including Walls and Partitions, sewers, drains, pipes, attached dedicated lawns (if any) and dedicated terrace areas (if any), thereto in good state, order and condition in which it is delivered to them and in particular so as to support, shelter and protect the other parts of the building. Further, the Vendee will neither himself do, nor permit anything to be done which may damage any part - structural frame work, beam column, slabs, elevations internal and external walls, the staircase, shafts, common passages, adjacent unit(s) etc. The Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Flat in any form. The Vendee shall also not change the color scheme of the outer walls or painting of exterior side of the doors and windows including fixing of colored films etc. and shall not carry out any change in the exterior elevation and design.

31. No construction or alternation of any kind will be allowed on exclusive attached lawn/courtyard (if any) on ground floor Flats/dwelling units and attached terraces (if any) on upper Flats/dwelling units and in the open car parking spaces (which shall always remain open to sky). Any such breach shall be treated as default and the same shall attract disconnection of common service and facilities. It is clarified that the usage right of attached lawn area/courtyard (if any), terraces (if any) and store area (if any) shall always be a part and parcel of the said Flat and shall never be dealt separately as an independent legal entity in any manner whatsoever it may be. On sale/transfer of said Flat by the Vendee, All rights of attached lawn area/courtyard (if any), terrace (if any) & store area (if any) of the vendee shall be automatically transferred to the Transferee without doing any further act.

32. The Vendee shall not be allowed to affect any of the following changes/alterations under any circumstances:

(i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the Said Flat or any part of adjacent units.

(ii) Changes that may affect the façade of the Said Flat/Building/Tower (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint/color 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, common areas & facilities in the Complex.
- (iv) Any construction temporary or permanent or any alteration or addition to subdivide or amalgamate the Said Flat.
- (v) Tampering with the firefighting equipment's installed in Flat/Tower/ Building, water proofing in the bathrooms, electrical fittings and wiring etc.

33. That the Vendee shall strictly observe following points to ensure general safety & security durability and long term maintenance of the Building/Project:-

- (i) No changes in the internal lay-out of the Said Flat should be made.
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) The Vendor shall install/fix (if required) the coolers/Air conditioner in the spaces provided for that by the Vendor. No unit shall be installed in the lift corridors/Passage/Staircase area and other common areas or passage.
- (iv) The Vendor/Maintenance agency shall designate, regulate and approve the entry of the service providers such as Telephone, cable, satellite T.V./Radio, Internet, Wi-fi, Wi-mas, IP/ IT services, general utility services or any other type of services.
- (v) The plumbing Network inside the Said Flat is not to be tampered with or modified by any outside plumber in any case.
- (vi) All the external disposal services to be maintained by periodical cleaning.
- (vii) The Vendee shall not cover the balcony/terrace of the Said Flat by any structure, whether permanent or temporary.
- (viii) No alteration will be allowed in elevation, even of temporary nature.
- (ix) The Vendee shall not make any electrical changes in the internal cabling, writing other power points provided inside the said flat.
- (x) The Vendee should make sure that all water drains in the Said Flat (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked as the stagnant water is the biggest reason for dampness on levels below.

(xi) In case, any change in structure/ Design due to change in FAR, which is permitted by concerned authority/GDA the Vendee shall not create any objection.

(xii) If Vendee let out the Said Flat, he is required to submit all details of the tenants to the Maintenance Agency. The Vendee will be responsible for all acts of omission and commission of his tenant. The Vendor or its nominated Maintenance agency can object to renting out the Said Flat to person/s of objectionable profile. The Vendee further undertakes to get the Police verification done for any such tenant or servant/maid/personal help employed by him and will provide the copy of the same to the Vendor or its nominated Maintenance agency.

34. Even after the execution of this Sale Deed & other documents, Vendor shall be entitled to construct additional floors/storey(s) or any additional tower/construction of any nature, as may be approved by the concerned authorities on account of Purchasable /Enhanced /Incentivized / Permissible FAR etc., and/or increase in FAR due to any reason whatsoever it may be, and to sell the same, and the Vendee or any person on his behalf shall not have any objection whatsoever, to said the referred additional construction or its sale. The Vendor shall be entitled to connect the electricity, water, sewerage connections and other allied services connection of the additional structure with the existing connections without any objection, obstruction, or protest by the Vendee or any other person on his behalf. The Vendee hereby conveys unconditional consent/NOC/Permission for any type of further construction in future of any manner, anywhere inside the Complex, which shall finally be regularized/approved by the concerned Authorities in due course of time.

35. The Complex of which The Said Flat is part and parcel, shall always be known as "OFFICER CITY" and shall never be changed by the Vendee/Flat 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 Complex 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 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 representatives' body shall not have any right whatsoever to effect, alter or modify such intellectual rights of the Vendor at any appoint of time.

36. The Vendor/Maintenance agency at its sole discretion, shall have all authorities & rights to use any part of Complex (including the roof tops and terraces) for advertisement, promotional activities and can use any facilities inside the Complex for any commercial/non commercial use at their own costs and expenses, without any burden on the Vendee, and the Vendee shall have no interest therein in the gains accruing thereby.

37. The Vendee covenants that rights in the uppermost terrace in the complex shall remain with the vendor and the vendee will have no rights in the terrace whatsoever and have no objection or make any claim to the vendor reserving the right to live on lease or hire any part of the top roof/terrace on/above the top floor of the building in the complex for installation and operation for antenna, satellite, dishes, communication towers, other communication equipments or the use/hire/lease the same for advertisement purpose. It is clearly understood and agreed by the vendee and between their parties hereto that the vendor shall have unqualified and unfettered right to sell or lease the terrace to anyone. The purchaser/lessee of terrace shall be entitled to make use of the same for all the purposes whatsoever, as may be permitted by the vendor. GDA, Building bye-laws and authority having jurisdiction over the matter. If the vendee is given any exclusive right to use the terraces in case of sale of penthouse, he/she/they will not be eligible to develop any construction on such open terraces.

38. That the Vendee shall not raise any objection or claim any reduction hereafter in the price of the flat agreed to be acquired or claim any compensation/damages on the ground of inconvenience if any due to any cause or which may caused as abovementioned or any cause whatsoever.

39. If the payment received falls insufficient due to rise in cost or any other reason whatsoever then additional amount shall be charged for the smooth working of the maintenance agency. In case of default by any Vendee the amount will be deducted from I.F.M.S. & same will be recovered within 15 days by giving a notice & after which an interest of 18% p.a. will be charged.

40. The Vendee hereby declare and confirm to the vendor that if the vendee is foreign national/nonresident Indian of Indian origin/non Indian origin then the consideration paid/payable by him/her/them is out of money brought/to be brought in to India in the accordance with the provisions of foreign exchange management act, allied rules and regulations and of reserve bank of India. On the basis of this declaration and confirmation, the Vendor had accepted/will accept the consideration from the vendee and the vendee will keep the vendor harmless and indemnified in respect of this matter from all the losses, expenses and liabilities in the present and in the future.

41. The provisions of Uttar Pradesh Flat (Promotion of Construction, Ownership and Maintenance) Act, 2010 as amended from time to time and the Uttar Pradesh Flat (Promotion of Construction, Ownership and Maintenance) Rules, 2011 and all other rules, regulations, other and statutory laws, wherever applicable, will be observed and complied by the vendee.

42. All the costs and expenses incidental to the preparation, execution and registration of this Sale Deed, including the payment of stamp Duty and Registration fees 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 Flat 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 Flat conveyed by this Deed shall be paid by the Vendee exclusively, and the Vendor shall not be liable & responsible to pay the same.

43. Except for the agreements executed for the maintenance & upkeep of the said Complex & Undertakings/Affidavits given by the Vendee to the Vendor or its nominated maintenance agency, all other Emails/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 Ghaziabad through Registered /Speed post.

44. The Vendee shall have the right to sell or rent or lease the Flat to any person without causing any problem or nuisance to the Vendor or its nominated maintenance agency or any other Vendee or to any third party in the Complex.

45. The parties hereto declare that they have taken the independent legal advice and have understood the true purport, meaning and effect of this Sale deed.

46. It is Clear That ~~3<sup>rd</sup> Floor is equal to 4<sup>th</sup> Floor~~ because Stilt Parking on the Ground Floor.

47. That in case of violation or non compliance of any terms of the Sale Deed and other executed Agreements/ Undertaking mentioned herein, the Vendor in addition to claiming the compensation, damages, costs etc, can also take punitive legal action including cancellation of Sale deed, as per due process of law.

48. The Court/Quasi judicial bodies of Ghaziabad, High Court at Allahabad and State Commission at Lucknow shall have the absolute jurisdiction.

49. The Vendee shall be entitled to get the transfer its name in records of the Government/GDA/Sub-Registrar etc., and the Vendee shall get mutation in his name/s on the basis of this Sale deed at his own cost, time and efforts.

50. WHEREAS on the aforesaid representation and subject to the limitation mentioned herein, the Vendor hereby grants, conveys, sells, releases and transfers, assigns all its reversionary interest in the said Flat to the Vendee. Further The Vendee shall have the absolute right to hold, use & enjoy the said Flat, subject to observing & performing the terms and conditions and covenants contained herein.

51. **PAYMENT DETAIL :-**

The Vendor has received Total Payment of Rs. ~~26,25,500/- (Rupees Twenty Six Lakh Twenty Five Thousand Five Hundred Only)~~ from Vendee Through Various Cheque in advance against said Flat.

## SCHEDULE "A"

### Description of the Said Apartment conveyed to the Vendees

All that piece and parcel of the built-up Apartment bearing ~~Flat No.E-303 on 3<sup>rd</sup> Floor in Block No-E having Super Area of 1475 Sq.ft (137.03 Sq.mtr), and Covered Area of 92.45 Sq. Mtrs (995.13 Sq.Fts.)~~, with usage rights of ~~One Open/Covered Car Parking Space~~ along with undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the common areas of the Said Building including all easementary rights attached thereto along with right of use to general commonly used area and facilities earmarked for common use of all occupants within the Said Complex together with the right to use the **One Covered Car Parking Space** in the limited common areas and facilities, in **Group Housing Complex named Officer City Block No-E situated at Village Noor Nagar Raj Nagar Extension, Tehsil and District Ghaziabad, U.P.**

This deed is written according to the statement of both the parties, Advocate have no personal statement



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

SIGNED, EXECUTED & DELIVERED BY:-

.....

VENDOR

.....

VENDEE

Witness :-

1. Sh.

(Aadhar No-.....)

2. Sh.

(Aadhar No-.....)