

CONVEYANCE DEED

PARTICULAR OF SALE DEED

Nature of Land	:	Residential
V code/Pargana	: / Noor Nagar
Description of Property	:	The Residential Flat No., without roof right,th Floor, Tower-....., Block-....., in “JAGDISHPURAM” Village Noor Nagar, Raj Nagar Extn., Pargana Loni, Tehsil & District Ghaziabad (U.P.)
Area of Property	:	Covered Area sq. ft (..... Sq. Mtrs.)
Circle Rate	:	Rs./- per square meter.
Sale Consideration	:	Rs./-
Status of Parking	:	One Open Mechanical Car Parking. Cost including 9% For common facilities (.....% Less on th Floor).
Boundary of Plot:-		
North	:	
South	:	
East	:	
West	:	

PARTICULAR of Vendor(s)

Jai Ambey Estates Pvt. Ltd. (PAN No. AABCJ5299E) having its registered office at 396/A, J & K Block, Dilshad Garden, Delhi, a company registered under the Companies Act. 1956/2013 through its Authorized Signatory **Mr.** S/o R/o, vide its Resolution passed in the meeting of Directors held on, hereinafter called the VENDOR of the first party.

PARTICULAR of Vendee(s)

Mr. S/o Shri R/o

PAN No. –
Aadhar Card No.

SALE DEED for Rs./-

(Stamp duty paid As per G.O. of Uttar Pradesh Govt.No. V.K.NI.-

5-2756/11-2008-500(1165)/2007 Lucknow Dated 30.06.2008.

STAMP DUTY PAID Rs./-

DETAILS OF PROPERTY

The Residential Flat No., without roof right,th Floor, Tower-....., (Block-.....) in “JAGDISHPURAM” Village Noor Nagar, Raj Nagar Extn., Ghaziabad, Pargana Loni, Tehsil & District Ghaziabad (U.P.) The said flat constructed in Multi-Storied building.

This Deed of Sale is made on thisth Day of, 2019 Between **Jai Ambey Estates Pvt. Ltd.** (PAN No.) Having its registered office at 396/A, J & K Block, Dilshad Garden, Delhi, a company registered under the Companies Act. 1956/2013 through its Authorized SignatoryS/o

..... R/o, hereinafter called the Vendor (Which expression unless repugnant to the extent/context or law, shall mean & include their successors, executors administrators, legal representatives and assigns) of the First part in favour of Mr. S/o Shri..... R/o

Hereinafter called the Vendee (Which expression unless repugnant to the extent, context or law, shall mean & include their heirs, successors, executors administrators, legal representatives and assigns) OF THE OTHER PART.

AND WHEREAS the Vendor(s) Company is the actual lawful owner and in possession of land comprised in Khasra No. 1207 M, Noor Nagar, Raj Nagar Extension, Ghaziabad.

AND WHEREAS the Vendor company purchased the land area measuring..... Sq. Mtr. comprising Khasra No. 1207 M, Noor Nagar, Raj Nagar Extension, Ghaziabad from Mr. vide sale deed entered in Book No. 1 Volume No. on pages in Sr. No. dated in the office of Sub-Registrar-II, Ghaziabad.

And after getting approval sanctioned plan from GDA, Ghaziabad the Vendor have constructed a residential Group Housing Building Known as “JAGDISHPURAM” a Pradhan Mantri Awaas Yojana Affordable Housing, the policy issued by G.O. No. 10/2017/2130/8-1-17 Vividh/2017 dated 25-10-2017 on the above said plot. Later on get the completion certificate from Ghaziabad Development Authority Ghaziabad vide Letter No./Pravartan Zone-..... dated.....

Super area: - Super area is the basic area for all calculation purposes. Conceptually the super area of the said flat is the sum of the flat area and its prorata share of common areas in the entire said property.

Flat Area: - Flat area of the said flat means the area enclosed by its periphery walls including area of walls, columns, balconies, cupboard spaces, etc. & half the area of the common walls with other premises/flats which forms an integral part of the said flat.

Common area: - Common area shall mean all such parts/ areas in the entire property which the vendee shall use by sharing with other occupants. Common area will include entrance lobby at the ground floor, lift lobby at the ground floor, lift lobbies, electrical shaft, fire shaft, walls & slabs of the plumbing walls on all floors, common corridors & passages of all floors , staircases or the fire escapes, service area including but not limited to lift machine, overhead tank, maintenance office/ stores, ESS, Pump rooms, security rooms, fire control rooms, but not including the area of club, swimming pool, changing rooms, party hall, top roof, basement store.

And Whereas as per the Layout Plan it is envisaged that the Dwelling units on all floors shall be sold with impartibly and undivided share in the land area underneath the Tower, as well as the passage, stairs and corridors, overhead and underground water tank and other common facilities if any, for the Dwelling units to be used and maintained jointly by all the Vendee(s) in the manner hereinafter mentioned and further, no construction shall be permitted on the terraces by the Vendee(s) In case of any change in the FAR carry out construction of further apartments in the eventuality of such change in the FAR.

And Whereas the Vendee(s) has/have seen all the documents of titles, possession and physically check for work of construction materials are satisfied about the authority & equipment vested in the company/vendor to sell the said flat as per builder buyer agreement.

And Whereas the Vendor has agreed to sell the Vendee after his satisfaction quality of said sold flat for a Sale consideration of Rs./- (Rupees Only) include with **One Mechanical Car Parking Open**. The Vendee has acknowledged the same & assured not to claim further in any account whatsoever. It was further agreed by Vendee that parking will be allocated at final stage of completion, however Vendor has allocated car parking space for parking facility of Allottee.

And Whereas the Vendee/s has/have carried out the physically check & inspection of the Building/the said dwelling units/Flat, works of construction materials, area measurement, specification, facilities, cost etc. and has/have fully satisfied themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common areas and facilities and also the nature, scope and extent of benefit of undivided interest in the common areas and facilities in the Complex.

WHEREAS THE VENDEE(S) IS/ARE DESIROUS TO TAKE THE CONVEYANCE FROM THE VENDOR NOW OF THE SAID RESIDENTIAL FLAT SPACE AND UNDIVIDED

AND PROPORTIONATE SHARE IN THE LAND UNDER THE BLOCK AFORESAID TO WHICH THE VENDOR HAS AGREED

AND WHEREAS the requisite sale Deed is being executed now incorporating the details embodied in the application form/agreement, terms and conditions of which shall form part and parcel of this sale deed unless superseded directly or indirectly, by anything contained in this document.

This document detailed below shall prevail over all other terms and conditions given in our brochures, advertisement, price lists, and any other sale documents. This cancels all previous allotment agreement certificates issued against this Sale Deed. The Allottee shall quote the unit no in all future communication with the company.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:

DESCRIPTION OF THE PROPERTY RESIDENTIAL / FLAT SHOWN

The said Residential flat with impartibly and undivided share in the land area under the block, divided in apartment/flat owners on “pro-rata” basis, as well as the common passages, stairs and corridors overhead and underground water tanks and other common facilities, if any.

1. On or before the execution of this INDENTURE, (the receipt whereof the vendor both hereby acknowledges) the said Vendor BOTH hereby transfer by way of sale the said RESIDENTIAL Flat Space. The aforesaid consideration is for the total area of the said apartment/flat, as mentioned herein above commonly known as super area which comprises the built up area, area under walls (half the area will be taken in case of common walls between two units), full areas of balconies and other projections, together with proportionate interest in the common areas and facilities such as area under staircases, lift, entrance lobbies, exit of the building, water supply arrangement and installations such as power light sewerage, usage right for common facilities and including all easements right attached to the said flat and all the ownership rights therein which the vendor have or may hereafter have over the flat and to have to bid the same to the vendee forever on the terms contained herein.

However, it is admitted, acknowledged and so recorded by and between the parties that all other right, excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the FAR, swimming pool, club, community hall, storage space in basement, Builder’s office in stilts, built up Space, mechanical parking spaces (excepting what has been allotted by this sale deed) and other common facilities and amenities will be under the sole ownership of the company / vendor who can dispose off these assets whatsoever stated above in “JAGDISHPURAM” a Pradhan Mantri Aawas Yojana affordable housing, on RESIDENTIAL comprising Khasra No. 1207 M, Noor Nagar, Raj Nagar Extension, Ghaziabad Pargana Loni, Tehsil & District Ghaziabad (U.P.).

2. That peaceful and vacant physical possession of the RESIDENTIAL Dwelling Unit has been handed over by the vendor to the vendee simultaneously with the execution of this Deed. The Vendee after inspecting the Unit has satisfied himself/herself/themselves about the quality of workmanship and materials used and have also satisfied themselves as regard the various heads against which money have been charged, and undertakes not to raise any dispute or claim against the Vendor in respect thereof.

3. That upon taking possession of the said flat space from the Vendor, the Vendee shall have no claim against the Vendor as to any item of construction works, materials, quality of construction works, area measurements, Covered area/super area, specifications, facilities, amenities, materials, installations, cost etc. or on any other ground whatsoever for the said flat space As per Allotment agreement.
4. That the Vendor hereby declares and assures the Vendee that they are the rightful owners of the said Apartments with full right to deal with the same. The Vendor further declares and assures the Vendee that the said property/flat space under sale is free from all sorts of encumbrances, charges, mortgages, liens, injunctions, legal flaws, disputes and defects in the title. And if it is proved otherwise, and the vendee suffers any loss and whole or any part of the property hereby conveyed is taken away from the possession of the vendee then the vendor shall be liable to make good the loss thus suffered by the vendee entitling the vendee to recover the same from the vendor.

NOTE: - ALL OPEN SPACE OF ALL SIDE BUILT UP SPACE, BUILT UP SPACES, CLUB, UNSOLD FLATS, ROOF RIGHT, UN-ALLOCATED PARKING/ MECHANICAL PARKING, STORAGE SPACES IN BASEMENT, OFFICES IN GROUND FLOOR etc. WILL REMAIN THE PROPERTY OF THE VENDOR, WHO SHALL BE ENTITLED TO DISPOSE THESE IN THE MANNER DEEMED FIT BY THE VENDOR.

5. Except for the said Apartment conveyed herein along with all common easementary rights attached therewith including undivided right of use of all common areas and facilities of ingress 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 unallotted/unsold areas in the Buildings/Complex, open spaces, roofs/terraces of Building, basements, parking spaces in limited common areas and facilities and commercial spaces in independent areas (except those which are specifically allotted) shall continue to vest in the Vendor. All land, except the general commonly used areas, facilities and amenities, public road within the said complex earmarked for common use falling outside the land underneath the said Building in which said flat of the Vendee is situated including shops, facilities amenities etc, if provided in the stilts/basements of the said Building/Complex shall vest in the Vendor and the Vendor shall have the sole right and absolute authority to deal with such lands, areas, facilities and amenities in any manner including by way of sale transfer, lease or any other made which the Vendor may deem fit in its sole discretion.
6. That in case of joint allottee the company may, at its discretion, without any claim from any person, deem correspondence with any one of the joint allottee sufficient for its records.
7. That The vendee hereby state that the vendee have settled all disputes and cleared all the dues payable to the vender prior to execution of sale deed and the vendee have no claims/penalties left whatsoever against the vender herein and further undertake that the vendee shall not claim any amount/penalty before any court of law or any other legal forum or otherwise from the vender in respect of the said flat or otherwise on account of any reason whatsoever after execution of sale deed and physical possession of Flat.
8. That the Vendee has already paid the sale consideration as stated hereinabove and all other dues, which are payable from the date of application and/or in terms of allotment, referred herein above. However, if any additional charges levies, rates, taxes, demands

etc. including service tax, GST & VAT/Works Contract Tax, Metro Cess, development charges for the provision of peripheral and/or external services or for any other reason attributable to the said Apartment/project are levied in future retrospectively or otherwise then they shall be treated as unpaid consideration of said Apartment payable by the Vendee and the Vendor shall have first charge/lien on said Apartment for recovery of the same.

9. That the Vendee shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax, Service Tax, Metro Cess or any other such taxes charges levies etc. which are imposed levied or charged under any law in force or that may hereafter be enforced in respect of the said apartment after the allotment. so long as said apartment is not separately assessed for the taxes, duties etc. the vendee shall pay proportionate share of such dues demands charges taxes liabilities, if any, in proportion to the super area of the said apartment to the Maintenance Agency (Maintenance Agency) or to the Vendor who on collection of the same from owners of all the apartments in the Complex will deposit the same with the concerned Authority.

And whereas there is apprehension in relation to “Mr. K. Raheja Development corporation” V/s “State of Karnataka case” decided by the hon’ble supreme court and other order passed in future by the Government/Statutory or other local authority (s) that the vendor (Builder) can be treated as contractor for the vendee and liable to collect Trade Tax & Service Tax from the vendee and deposit the same with the appropriate authorities till date there is no clarification in this case. In future if the appropriate authorities impose any such tax due to this transaction then the vendee is hereby agrees for payment of the same and all times indemnify and keep harmless to the vendor.

10. The Vendee(s) represents, assures and confirms as under:-

- a) To have understood and agreed to the terms and conditions of Sale Deed of the Flat as set forth in the present Deed and has understood his/her/its rights, obligations and liabilities in respect thereto.
- b) To have neither relied upon nor have been influenced by any brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever either written or oral in respect of the said Flat or the said Building.

11. That the Vendee(s) hereby agrees that it/he/she/they shall comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required to be complied in respect of the said Building and/or any other Statutory Act Enactment, Modifications as may be in force and/or bring into force by any Government or any other competent authority in respect of the said Building /Flat/Unit which shall be done along with the co-owners/occupants of the said BUILDING, and shall be responsible for the payment of maintenance & other charges on pro-rata super area basis.

12. The Vendee(s) hereby accepts that right to use common facilities in the said Building/Project shall be subject to payment of applicable charges and performance of all covenants of these presents. The right will be available only on payment of maintenance charges, replacement fund etc. as may be determined from time to time. Only on regular payment of Maintenance Charges etc. (all payments envisaged under these presents) and covenants herein observed the right will be enjoyed by the Vendee(s).

13. That it is in the interest of all the purchasers/ occupiers of the Building that some safeguards be provided to prevent entry of unauthorized person(s) into the main building,

including the common areas and to give an effective hand to the Vendor and the Maintenance Agency to deal with such unlawful entrants/ loiterers/vendors/peddlers etc. and also to enable the Vendor/Maintenance Agency in particular and owners/ lawful occupants of the various flats/units in general, to deal more effectively with the security of the building and maintenance of order therein, the entry be regulated. For this the Vendor/ Maintenance Agency shall be free to restrict the entry of anyone into the building to whom it considers undesirable at the outer gate itself. In case of insistence, the Security staff of the building will be at liberty to call upon the Vendee(s)/ lawful tenant /occupant to come to the gate and personally escort the person(s) from the date to their flat and assume the responsibility of escorting them out as well. It is, however, clarified that during daytime, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The security services will be without any liability of any kind upon the Vendor/ Maintenance Agency. Security costs will be part of the Maintenance Charges.

14. That the Vendee(s) shall not use the said Flat in such a manner which is likely to cause nuisance or annoyance to occupiers of the other portions of the building and nor shall be used for illegal or immoral purposes.

15. That the Vendee(s) hereby UNDERTAKES NOT TO:

- a) Use the said Flat or permit the same to be used for any purpose other than the purpose sanctioned by the authorities concerned or use for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers/ owners of the other portions/ spaces of the Building.
- b) Use the said Flat for any illegal or immoral purposes;
- c) Store in the said Flat any goods of hazardous or combustible nature which are so heavy as to effect the construction or the structure of the said Flat and/or the building in which the said Flat is located;
- d) Do or suffer anything to be done in or about the said Flat which tend to cause damage to any flooring or ceiling or any Premises above, below or adjacent to the said Flat or in any manner interfere with the use thereof or of spaces/portions passages or amenities available for common use, or in any way effect the environment of common facilities like lifts, lights etc.
- e) Demolish the said Flat at any time or any part thereof nor will the Vendee(s) any time make or cause to be made any additions or alterations or un-authorized construction of whatsoever nature to the said Flat or any part thereof, and shall not chisel or in and other manner do damage to columns, beams, walls, slabs or R.C.C. or other structural constituents in the said Flat.
- f) Make any encroachments or obstructions in common areas/facilities/ services or cause hindrance in the use and enjoyment or all common areas/ facilities/ services/ communication areas of the Building/Project.
- g) Fix/install the air-conditioners/ coolers at any place other than the space(s) provided for in the building design or project or open them upto the inside passage, common areas, or in the staircase, and shall ensure that no water drips from any cooler/ air-conditioner.
- h) Use the common parts of the building in which the said Flat is situated or the common parts of the Building for keeping/chaining pets, dogs, birds or for storage of cycles, motor cycles etc. and not to block the common areas/parts of the Building in any manner whatsoever;

- i) Keep the battery, invertors/ petrol kerosene, generators, flowers vessels, air conditioners coolers etc. either in the stairs or the entrance or road or parking places etc.

16. It is further clearly agreed & understood by and between the parties that:

- a) The Vendee(s) shall have no right, title, interest or easement etc. of any nature in the basement, terrace and open land/areas of the said building/project. The Vendor shall have full right to construct any areas/floors on the said terrace and subsequent terraces thereupon and there above upto the limits of sky and on the open land and connect the electric, water, sanitary and drainage sources with the existing systems. Further, notwithstanding anything contrary, if any, contained in this Sale Deed or any other document, the terraces of building(s) shall always be the property of the Vendor and the Vendor shall be entitled to use, enjoy and sell the said terrace (including further constructions thereon) for all purposes. The Vendee(s) hereby consents to the same and agrees that the Vendee(s) shall not claim any refund in price of the said Flat purchased by the Vendee(s) and/or to any compensation or damages on the ground of inconvenience or any other ground.
- b) In no event, the total liability of the Vendor on all the accounts together under or pursuant to the present deed, shall exceed the amount received from the Vendee(s) without payment of interest and that too against reversal of all the transactions including the possession.
- c) No warranty or guaranty is attached to any of the fitting, fixtures installation etc. and the Vendee(s) shall not be entitled to raise any claim on that account.

17. The Vendor has agreed to organize Operation, upkeep and maintenance of various services and facilities in the Complex for the initial period of Two years which extendable period till the entire construction of complex is completed through itself or its nominated Maintenance Agency (Maintenance Agency) vide Complex Maintenance Agreement executed between the Vendor & Vendee. The Vendee has undertaken to deposit with the Vendor a Interest Free Maintenance Security (IFMS) deposit and Two Years Advance Maintenance Charges (AMC) towards recurring maintenance expenses, house keeping watch & ward charges & other expenses including administrative/supervision charges etc. as per the terms of the said Complex "Maintenance Agreement". The Vendor shall organize the operations and maintenance of services and facilities through itself or through its nominated maintenance agency who shall be entitled to disconnect the said services and facilities including the electricity supply & power back-up in the event of default or delay/default in payment of said maintenances charges by the Vendee.

It is specifically mentioned that the Vendor/ Maintenance Agency shall handover the Complex Maintenance to the Resident Association only after completion of entire construction in complex or two years whichever is later as the case may be. The Vendee promises agree and undertake to become member of such RWA and to pay membership fee on its constitution/formation as per its bye-laws.

18. The Vendee is liable to pay recurring maintenance charges as determined by the Vendor/Maintenance Agency, irrespective whether the Vendee is in occupation of the apartment or not within a period of 7 days of demand. The Vendor/Maintenance Agency reserves the right to enhance Interest Free Maintenance Security (IFMS) deposit and the maintenance amount payable by way of further one time, annual or monthly charge, In case of delay in payment interest @ 18% per annum shall be charged for the period of delay. In case of failure of the Vendee to pay the maintenance

bill, other charges on or before the due date the Vendee is permitting the Vendor/Maintenance Agency to deny him/her/them the maintenance services that may include disconnection of water/sewer, power/power backup and debarment from usage of any or all common facilities with the Project. The Vendor may also apart from other remedies open to it restrict or object to the transfer of the said Apartment by the Vendee.

19. In case of continues failure of the Vendee to pay the maintenance charges, the Vendor/ Apartment Owners Association/RWA/ Maintenance Agency, as the case may be shall have the right to adjust the amount of outstanding maintenance charges along with interest accrued thereon from the IFMS Deposit kept with it.

20. That the Vendor may get single point electric connection for the project from the concerned Electricity Board/ Corporation and will be distributed through separate meters to the Vendee through prepaid system. The Vendee will get the electric connection for the capacity, as decided by the vendor at the time of offer of possession at an additional cost thereof. That the Vendor will follow all rules and regulations and orders issued by the Electricity Board/Corporation for distributing Electricity to Vendee either through separate meters through pre-paid system or through separate meters as stipulated by the Electricity Board/ Corporation. That the rate for Electricity charges will be as per the prescribed rates of UPPCL/NPCL or other competent authority which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the units will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the Vendor on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of these inputs, the details are attached with 'Electricity Supply Agreement'. The rates for Electricity and Power backup consumption including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) will be decided by the Vendor.

21. That the Vendor has provided power backup system to each apartment and to the common services/facilities in the Project. The Vendee shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendee through the power supply and proportionate running cost of power backup system over and above the general maintenance charges electricity consumed through the power backup system at such rates taxes, levies, service charges etc., as determined by the Vendor/nominated Facilities Maintenance Agency Under prepaid system failing which supply of electricity through mains or power backup can be discontinued by the nominated facilities Maintenance Agency. All payments to be made by the Vendee against any bills raised by the maintenance agency shall be done through prepaid payment system only unless demanded by the company to be made by crossed cheque or DD only and any other made of payment shall not be accepted.

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

23. That the Vendee's right to use of the common areas and facilities within the said Building/said Complex shall be subject to timely payment of Complex Maintenance & Management (CMM) charges including contribution to sinking Fund/Capital Equipment Replacement and Repairs Fund and any other charges as billed by the Maintenance Agency and performance by the Vendee of all his obligations under the Tripartite Complex Maintenance & Management Agreement executed between the Vendor, Vendee and Maintenance Agency. So long as the maintenance and other related charges/contributions are paid regularly, as provided

in these presents the Vendee or anyone else lawfully claiming under him shall be entitled to the usage of common facilities. In default of such payments irrespective of the fact that the Vendee has deposited IFMS it shall not be open to the Vendee to claim usage of any rights of the common facilities and that the Vendor/Maintenance Agency/ RWA in its sole discretion shall be entitled to effect disconnection of services to defaulting Vendee(s) which may include disconnection of water power and power back up connections and deny usage of any or all common facilities within the complex. The usage of such common facilities shall be restored as soon as the breach is rectified by the Vendee

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

25. The watch & Ward Security of the Complex shall comprise of general security of the Complex. The responsibility of providing Watch & Ward Security services to the said Complex shall be entrusted to some outsourced Security Agency. The Maintenance Agency and the security agency will be entitled to regulate entry into the Complex. The security agency may not guarantee or ensure full proof safety and security of the said Complex or Vendee residing in the said Complex or their belongings and properties. It is made clear and agreed by the parties herein that neither the vendor nor the Maintenance Agency shall have any financial/criminal liability for any loss to life and property by reason of any the burglary fire or any other incident of crime/mishap/accident occurring in the said apartment/Building/Complex or any part of portion thereof due to any laps/failure/shortcoming on part of the staff of the security agency and or the Vendor/Maintenance Agency.

26. The Vendor and the 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 Apartment of the said Vendee or other Apartments/Common areas of the said Complex. The Vendee shall keep Maintenance Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency, the Vendor and other apartment owners of the said Complex or their family members or any other persons or their properties in this regard.

27. The Vendor and the Maintenance Agency shall have no legal liabilities whatsoever arising from acts of commission, negligence and defaults of the aforesaid agencies in providing the stipulated/expected services. The Vendor and /or Maintenance Agency shall not be liable for any default/deficiency in Complex Maintenance of the said Complex by reason of any force majeure circumstances, human failures and shortcoming or any other circumstances beyond their control. The Vendor and Maintenance Agency shall also not be liable for any loss, damage, or physical injury which may be caused to the Vendee or his family members, domestic staff, guests or any other persons/visitors on account of any human error or fault on the part of the employees of Maintenance Agency or the employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control.

28. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited common areas and facilities and independent areas and shall also have no right to use the facilities and services not specifically permitted to use. The Vendee shall be liable for all

legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by him in the said apartment or on Mechanical car parking covered/ open space(s) or on any common areas within the Building or within the Complex and shall be liable to be removed at his/her/their cost, Moreover vendee hereby confirms that the declared independent areas and facilities viz commercial spaces are at the disposal of the developer and developer may sell the same with or without construction wholly or in part to any purchaser and he/she/they shall not raise any objection/interference in any manner in connection therewith either in person or from association and all such liquidated losses /damages suffered due to wrong act of the allottee's/association will liable to be paid by defaulting allottees /association to the developer.

29. a) That it has been agreed between the Vendor and the Vendee that save and except in respect of the said particular flat space, already described and hereby being acquired by the vendee, the Vendee will have no claim, right, title or interest of any nature or kind except the right of ingress and outgress over or in respect of all or any of the common areas, such as lobbies, staircases, corridors, etc. The common areas shall remain undivided and no vendee or any other person shall bring any action for partition or division of any part thereof and any convent to the contrary shall be void.
- b) That except for the areas herein allotted and all common usage rights and facilities attached therewith, all rights and interest in the entire common areas and facilities in the said building namely "JAGDISHPURAM" shall continue to vest in the company unless and until the same or any other part thereof is specifically transferred in any manner to any particular apartment buyer/buyers.
- c) That all common facilities shall be for common use only and no allottee shall bring any action for its individual use, partition or division of any part thereof. The possession of these facilities shall vest with the vendor/maintenance company.
- d) The terraces, roofs parapet wall stilt / ground floor, storage spaces in basements along with necessary approaches, swimming pool with changing rooms and attached facilities, club in stilt floor, common toilets, built up space in stilt floor along with staircase and open area in front of the built up space, builder's office in stilts, covered mechanical car parking and open mechanical parking spaces (except areas of which usage rights specifically allotted to the individual apartment allottee's) along with required approaches shall continue to be the property of VENDOR who shall be entitled to use them for any purpose whatsoever. Any Flat owner/owners will not be allowed any type of encroachment / construction on the above said areas and shall have no rights whatsoever in these areas.
- e) The vendor will also have a right of ingress and outgress to all terraces, common areas, lobbies, staircases, corridors etc. without any objection from any of the vendee/vendees.

30. In case any additional floor is allowed the vendor shall be entitled to construct additional floor with the permission of the competent authority at his own cost and risk. The vendor in such a event be fully responsible for the safety of the existing and newly constructed structure and shall further be fully responsible for making good at his own cost damages if any to the existing/newly constructed structure. The additional structure if any shall have exactly the same external finish as already provided in the premises and not disturb or cause inconvenience of any kind to the occupants of the premises and shall shift all common services at their own cost. Further the vendor will have sole right for terrace/roof of the flat. The vendee has got no right to raise any objections of the same. Any action by the vendee shall be treated as null & void.

31. The vendees shall not raise any objection or claim any reduction in the price of the flat agreed to be acquired or claim any compensation on the ground of inconvenience due to cause aforementioned or any other causes whatsoever.

32. The Vendor shall be entitled to obtain the refund of various securities deposited by them with various Government or Local Authorities for electric, water and sewer connections etc. during or before the connection of the said plot.

33. The Vendor has allotted with above said Flat specified parking to the Vendee with following terms & conditions:-

- a). That the Vendee shall not use the common space for car parking back to back his/her vehicle.
- b). That the Vendee shall not do any construction temporary or permanent, storage of any item in the parking space.
- c). That this parking space is a facility to the Vendee and attached to the flat owned by him in the Complex and therefore he/she/they cannot individually sale it or rented out to anybody else.
- d). That this parking space is a facility to the Vendee and vendee has no ownership right on it, the Vendor can take back the same from the Vendee if he/she/they use it otherwise.
- e). That it has been agreed by the Vendee that he has full knowledge of mechanical car parking & have no objection if the said mechanical car parking will be allotted in place of covered / open car parking.

34. No Car/ Vehicle parking is allowed inside the complex except by those vendees who have reserved usage rights for the car parking space.

35. The Vendor has allotted to the vendee with the above flat usage rights for parking.

36. The vendee consents that he will allow the maintenance staff to enter in his flat/ duct etc for cleaning /maintaining/ repairing of the pipes/ leakage/ seepage in his flat or any other flat.

37. The vendee consents that he will make good the expenses for repairing the toilets, bathrooms or any other part of any flat and painting thereof damaged due to his negligence or wilful act.

38. The vendee consents that for repairing any damages in the toilets / bathrooms / any other part of the other flat caused due to his negligence or wilful act, the vender will be responsible for any damage to any equipment in the complex i.e. lifts, fire fighting equipments, motors, panels, water pumps or any other item if it occurs due to his negligence or wilful act.

39. That a single point electricity connection for the entire complex has been provided by U.P. Power Corporation Ltd. An electricity connection and consumption meter for the recording of electricity consumption has been provided for the demised Dwelling Unit. A separate agreement for supply of electric energy and another for pre-payment energy metering system has been executed. The allottee shall pay the necessary charges detailed in the above said agreements.

40. That various common services and facilities shall be managed by RWA.

41. The maintenance agreement can be terminated by the company if desired by 75% of the allottees in writing individually, similarly, the company shall be within its rights to refund the net advance so taken and discontinue the maintenance service, even during the one year period

as stipulated, by giving one month prior notice to the allottee at any time. In such case the following will be handed over to the vendees:-

a). Two lifts in each tower, corridors, passages, underground and overhead water tanks, firefighting equipment with motors and motor room. (b) Transformers and meter rooms. (c) Power back up equipment. (d) Water softening plant. (e) Security gates with guard room and lift rooms at terrace. (f) Administrative control of community hall and other common facilities.

42. The vendee shall be individually responsible for the payment of water, electricity consumption charges, house tax, maintenance and repairs of the flat or any other taxes or levies.

43. The vendee in future shall comply and carry out and abide by all laws, bye-laws, rules, regulations, and requisition etc. of Ghaziabad Development Authority and shall attend and answer and carry them out at his own cost and be responsible for all deviations and breaches thereof and shall also observe and perform all terms and conditions contained in this deed.

44. The goods etc., in the flat portion along with connected structural parts of building shall be got insured by the vendee at his own cost. The Vendor after handing over of the possession of the said flat space shall in no way be responsible for safety, stability etc. of structure in any manner whatsoever. All charges towards insurance will be paid by the Vendee either by themselves individually or through the society collectively if so formed for maintenance of the building.

45. In case of any natural calamity or any other adverse situation of any kind, or Act of God, the vendor shall be in no way responsible for all or any of the losses / damages of any kind. The vendees of flats shall however be entitled to their proportionate share in the land/plot.

46. That the vendee shall not use the flat or permit the same to be used for any purpose other than residential. The vendee shall not use the flat for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other flat in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the flat which may cause damage to any flooring or ceiling of any flat over, below or adjacent to the flat or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

47. That the Vendee shall not close any verandas, lounges, balconies, common corridors even if particular floor/floors is occupied by him.

48. It is admitted, acknowledged and so recorded by and between the parties that the Vendee shall under no circumstances will be allowed to carry out any change whatsoever in the elevations and / or outer colour scheme. In case of non-compliance of this provision by the vendee the company without any formal notice shall be at liberty to restore the original elevations and/or outer colour scheme. This shall be got done at the cost and risk of the vendee. Such cost shall include all formal and informal charges.

49. Neither the Vendee/s nor occupier/s of the floor will put up publicity or advertisement material outside his flat or anywhere else in common areas with out prior permission in writing of the Vendor. All advertisement rights in all the common areas rests with the Vendor.

50. The Vendee shall not decorate the exterior of his flat other than in the manner agreed to with the Vendor or in the manner as similar as may be in which the same was previously decorated.

51. It is admitted, acknowledged and so recorded by and between the parties that all natural products such as marble, stones, tiles, timber etc. may have variations in texture, color or behaviour. The vendee shall have no claim against the company in this respect.

52. The Vendee hereby covenant to keep and maintain the flats periphery walls and partition walls and sewers, drains, pipes, appurtenances thereto or belonging thereto in the same good tenantable repairs, state order or condition in which it has been delivered to him and in particular as to support, shelter and protect the parts of complex other than the flat space.

53. That the vendor covenant with the vendee that the vendee shall peacefully hold and enjoy the said flat without any interruption by the vendor or by any other person claiming under the vendor. The vendee shall have a right to sell or rent the flat to any person.

54. The vendor shall also have a right of ingress and outgress to all terraces common areas, lobbies, staircases, corridors, roof top, terrace, etc. without any objection from any of the vendee.

55. That the registration expenses such as cost of stamp papers, registration fee and execution charges have been borne and paid by the Vendee.

56. In the event of any dispute the courts of Ghaziabad shall have jurisdiction for adjudication of all matters arising out or in connection with this Deed. The decision of the competent court shall be binding on the company and the allottee/allottees.

57. The Vendee hereby undertakes to pay any demand of GST, service/sales tax if raised in future by Central or State Govt. against this sale of the above said flat.

58. The Vendee consents to this that in case of further sale/change in ownership of his/her/their Apartment a NOC mandatory from existing maintenance body is required for sale of Apartment for the clearance of maintenance dues/any other dues all the terms condition will be binding on the successor owner/user of the Apartment If sale/change in ownership is effected without NOC then all the dues will be paid by the new owner.

59. The Vendee shall comply with and carry out and abide by all the laws, by-laws, rules, regulation requisitions demand of G.D.A Ghaziabad and shall attend, answer and carry them out at his own cost and be responsible for all deviations, violation s or breach thereof and shall also observe and perform all terms & condition contained in this Deed.

60. The Vendee is not permitted to use the central green lawns, parks and other common areas for organizing personal function such as marriages, birthday parties etc. If any common spaced is provided in the said Complex/ Club for organizing meetings and small functions, the same may be used by the Vendee on payment of such charges as may be fixed by the Vendor/Maintenance Agency from time to time.

61. The Vendee may undertake minor internal alterations in his/her/their apartment only with the prior written approval of the Vendor. The Vendee shall not be allowed to affect any of the following changes/alterations.

- i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the said apartment or any part of adjacent units. In case damage is caused to an adjacent unit or common area the Vendee will get the same repaired failing which the cost of repair may be deducted from the Vendee's IFMS.
- ii) Changes that may affect the facade of the said apartment (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows,

covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.).

iii) Making encroachments on the common spaces in the Project.

62. The Map is attached with this sale deed of the flat, which is part of this sale deed.

63. Vendee has to adhere to and follow the under mentioned points:-

- i. To ensure usage of the flat for residential purpose strictly.
- ii. To Park the vehicle at the earmarked places only.
- iii. Closing of the veranda /lounges /balconies/common corridors.
- iv. To keep flower pots/any other thing creating hindrance & heavy at the roof top or balcony.
- v. To place any advertising board, publicity material etc. either in the common area or in front of the balcony.
- vi. To allow any type of encroachments and constructions outside the periphery of the said flat in the residential complex.
- vii. To carry out any change in the external eleGST & VATion or design.
- viii. To change the colour scheme of external walls.
- ix. Painting of the exterior side of the doors.
- x. Not to park the vehicles of guests inside the campus.
- xi. Two wheelers either one or two should be parked in the space allotted, Should not be parked anywhere outside parking or in the common area.
- xii. No changes in the internal layout of a flat should be made without consulting a qualified structural consultant and without written permission of Vendor.
- xiii. Not to hammer or puncture R.C.C. Structural member like columns & beams for any purpose.
- xiv. Plumbing problems should be attended by only a qualified or experienced plumber. The plumbing network should not be tempered.
- xv. Use of acids for cleaning the toilets be avoided.
- xvi. All the external disposal services to be maintained by periodical cleaning
- xvii. Periodical cleaning to avoid the choking of sewerages.

64. The following points are to be strictly observed by the residents of the complex to ensure safety, durability and long term maintenance of building.

- I. No changes in the internal layout of a flat should be made without consulting a qualified structural consultant and without the written permission from the company. It will be legal binding on all allottees as the structural damage done on one part on building shall affect the stability of the whole structure.

- II. No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- III. Building should be used for residential purpose only.
- IV. No alterations will be allowed in eleGST & VATion, even of temporary nature.
- V. Any electrical changes should be made using similar material as far as possible and same should be carried out by a licenced electrician.
- VI. No allottee should cover the balcony/terrace of his apartment by any structure, whether permanent or temporary.
- VII. In case allottee rents out the unit, he is required to submit all details of the tenants to the estate office. The allottee will be responsible for all acts of omission and commission of his tenant. The complex management can object to renting out the premises to persons of objectionable profile.
- VIII. No allottee is allowed to put grills in the flat as per individual wish, only the designs approved by us will be permitted for installation. The approved designs can be collected from our head office, if required.
- IX. Flower pot (Gamla) should not hang on railing of balconies.
- X. No interference should be allowed with common facility like electricity, water supply, and sewage etc.
- XI. Allottee will use balcony to keep their washing machine in only in which water connection is provided.
- XII. No alteration will be allowed in eleGST & VATion, even of temporary nature.
- XIII. Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
- XIV. The Vendee should make sure that all water drains in the said apartment (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.
- XV. Vendee is not allowed to put the grills in the said apartment as per individual wish, only the design approved by Vendor will be permitted for installation.

65. Even after the execution of deed or agreement, sale deed etc in favour of the Vendee the Vendor shall have the right to make additions, raise additional stories on the building or put up additional structures as all required provisions have been made in the said complex and they shall be sole property of the Vendor who shall have the absolute right to dispose of the same in any manner he likes without any interference from any Vendee and Vendee hereby expressly consents to the same. The Vendor/nominee shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the existing electric, water, sewage and sewage connections but at the Vendor's own cost. The terrace of the Building except the portion sold including the parapet walls shall always be the property of the Vendor. Agreement with the Vendee in the said Building shall be subject to the aforesaid rights of the Vendor who shall be entitled to use the said terrace including parapet walls for all purpose including the display of advertisement, hoarding, neon sign telecom towers and or sign boards or any other use and the Vendor shall always have the right to access to the roof, parapet walls etc. The Vendee hereby gives consent to the same and agrees that the Vendee shall not be entitled to raise any objection or claim any reduction in the price of apartment

acquired by him or any compensation or damages on the ground of inconveniences or any other ground whatsoever. The Vendor alone shall have the right and entitled to get the refund or various securities deposited by the Vendor during or after the construction of the Building with various Government Authorities.

66. The complex shall always be known as “JAGDISHPURAM” a Pradhanmanritri Aawas Yojna affordable housing, and shall never be changed by the apartment owners/anybody else.

67. The contents of this sale deed will super seed all our pervious oral discussions as well as all written agreements such as allotment letter etc.

68. That for all intents and purpose singular includes plural and masculine includes feminine.

SCHEDULE “A”

(Description of the said Flat)

Description of the said Apartment conveyed to the Vendee.

DETAIL OF THE FLAT REFERRED TO ABOVE:

All that piece and parcel of the built-up Residential Flat No. onth Floor, Tower-....., (Block-.....) having a Super Area Sq. ft.(..... sq mtr.) Covered area sq ft. (..... sq mtr.) consisting of drawing-cum-dining room, bed rooms, study room, kitchen, toilets and balconies, more particularly described in the attached map & site plan, in Multi-Storied Group Housing Complex known as “JAGDISHPURAM” a Pradhan mantri Awaas Yojana affordable housing, at Noor Nagar, Raj Nagar Extn., Ghaziabad, U.P. built on plot of land measuring sq mtr.

IN WITNESS WHEREOF THE VENDOR have signed and executed their presence under the common seal of the company on the date mentioned above. The Vendee has also signed the same in the presence of the witnesses.

Vendor

Vendee(s)

Witnesses:-1

Witnesses:-