

BRIEF PARTICULARS OF SALE DEED

- | | |
|---------------------------------|--|
| 1. Type of Property | : Residential Group Housing Project |
| 2. Ward No./Pargana | : Dasna |
| 3. Mohalla/Village | : Shahpur Bamhetta |
| 4. Description of Property/Flat | : Flat No.-----, Tower No.-----,
__ Floor , (without Roof Rights) Situated in
the Residential Group Housing Complex under
the name of " Marina Suites " at GH-3/1,
Park Town, Village-Shahpur Bamhetta, Pargana-
Dasna, Tehsil & District Ghaziabad, hereinafter
referred to as said property/Apartment. |

- | | | |
|--------------------|---|------------------------------|
| 5. Total Unit Area | : | ----- Sq.Ft. (----- Sq.Mtr.) |
| 6. Builtup Area | : | ----- Sq.Ft.(----- Sq.Mtr.) |
| 7. Carpet Area | : | ----- Sq.Ft.(----- Sq.Mtr.) |
| 8. Status of Road | : | ----- Mtr. wide Road. |

9. Sale Consideration : **Rs.** _____/-

10. Parking : **One _____ Car Parking (Open/ Covered)**
(Right to use only)

Rs. -----/-per Sq.Meter,

Less -----% as Rebate for -----Floor & Less

-----% as Rebate for Rain Water

Harvesting System on basic price & after

that -----% add for all Common Facilities.

11. Value as per Circle Rate of Flat : Rs. _____/-

SALE DEED AMT : Rs.

STAMP DUTY PAID : Rs. /-

SALE DEED

THIS SALE DEED is executed at Ghaziabad on this _____ day of _____ (Month), 20__.

BETWEEN

Skyhigh Infraprojects Pvt. Ltd., a company registered under the Companies Act, 1956 having its Registered office at Gomti Plaza, 2nd Floor, Vikas Khand – 1, Gomti Nagar, Lucknow, Uttar

Pradesh – 226010 and its Branch office at H-51, Ground Floor, Sector – 63, Noida, Uttar Pradesh –201301 through its authorized signatory **Mr. -----** S/o ----- R/o -----, duly authorized vide resolution dated _____ passed by the Board of Directors, (copy of resolution is enclosed) hereinafter referred to as the “**VENDOR**” which expression shall, unless it is repugnant to the context or meaning there to means and includes its successors-in-interest and assigns, of the “**ONE PART**”.
(PAN: AATCS1687B)

AND

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

WHEREAS

- A. The Vendor is the lawful owner and in possession of residential Group Housing Project under the name of "**Marina Suites**" situated on Khasra No 1568, 1636, 1637, 1637MI, 1638/1, 1638/2, 1639, 1640, 1641, 1643, 1647/1, 1648, 1649MI, 1651 situated at Plot No. GH-3/1, Park Town, Village- Shahpur Bamhetta, Pargana Dasna, Tehsil & Distt. Ghaziabad, U.P. measuring approximately FSI 41,723.51 Sq.Mtr. having acquired the same through Consortium Agreement from land owning companies in respect of project land at Park Town, Ghaziabad and planned development and construction of a group housing project thereon under the name and style of “ Marina Suites”(herein after referred to as Project).
- B. After getting the building plan approved from Ghaziabad Development Authority vide Letter No. 29/2014-15 dated 17-01-2015 issued by GDA/ Competent Authority, the Vendor has developed and constructed therein the Group Housing Project comprising of 3 Towers (Block-I) having residential apartments/commercial spaces along with other common services and facilities being part of the Project, in accordance with the sanctioned plans.
- C. The VENDOR has offered for allotment and sale of apartment to VENDEE and VENDEE has agreed to purchase an apartment bearing Flat No. _____, on _____Floor in Building/ Tower _____having a total area (also referred to as total area) of _____ Sq. Mtrs.(_____Sq. Ft.) in the said Project along with undivided and impartible proportionate share of the land underneath the Building and undivided proportionate share in the common areas of building including all easmentary rights attached thereto along with right to use to general commonly used areas and facilities earmarked for common use of all occupants within the said Complex (herein-after referred to as -the Said Apartment), for an agreed consideration and in accordance with the terms and conditions as contained therein.

- D. The Vendee having paid the total consideration to the Vendor is entitled to get the sale deed executed and registered in his/her/their names in respect of the apartment and this sale deed is being executed and registered as under :-

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. In consideration of a total sum of **Rs.-----/- (Rupees -----**
----- Only) which consideration is already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits and in consideration of the undertaking of the Vendee to pay such further amount, as he/she/they may be at any time hereafter become liable to pay in terms of this Sale Deed, and as also subject to all those terms and conditions contained in the allotment, as referred hereinabove, which may or may have not been specifically incorporated herein, the Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee the Said Apartment, as more fully described in Schedule “A” given hereunder, and for greater clarity delineated on the plan attached hereto, together with the undivided and impartible proportionate share in the land underneath the Building and the undivided proportionate share in the common areas of the Building and along with all rights and easements whatsoever necessary for the enjoyment of the Said Apartment together with the right to use the Reserved Car Parking in the Complex. TO HAVE AND TO HOLD the same unto and to the use of the Vendee and his/her/their successors-in-interest and assigns. heirs, executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions stipulations and covenants hereinafter contained and each of them.
2. That the said Apartment hereby sold conveyed and assured under this Deed is free from all sorts of encumbrances or charges (except those created on request of the Vendee to obtain housing loan for purchase of the Said Apartment) transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same. The Vendee has satisfied about the title Vendor That the vacant and peaceful possession of the Said Apartment hereby sold has been delivered by the Vendor to the Vendee and the Vendee has satisfied himself about the quality, specifications, and extent of construction and design of the Said Apartment and undertakes not to raise any dispute hereto after in connection therewith.
3. That in case the Vendee has availed of a loan facility from his employer or financing bodies to facilities the purchase of the said Apartment then in that case(a). The terms of the financing agency shall exclusively be binding and applicable upon the Vendee Only (b). The Vendee shall alone be responsible for repayment of dues of the financial institution/agency along with interest/penalty accrued thereon or any default in repayment thereof.
4. That the Vendee gets exclusive possession of the covered area/built-up-area of the said Apartment. The Vendee shall also have undivided proportionate share in the common areas and facilities within the Building and shall use such common areas and facilities harmoniously with other occupants of the Building without causing any inconvenience or hindrance to any of them. Further the use of such common areas and facilities within the

Building shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.

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 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. The Vendee shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Building and the same shall always remain undivided and impartible and unidentified.
7. The Vendee shall not cover or construct any structure in around above or below or encroach upon the covered/ parking space specifically earmarked for his use it is so understood and made clear that the designated parking space does not have independent legal entity and shall always remain attached to and be integral part of the said Apartment and shall in no case be dealt with in any manner in separation with the said Apartment. Whenever the said Apartment is transferred in any manner the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously.
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 Goods and Service 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.

That the Vendee shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax, Goods and 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 total area of the said apartment to the Maintenance Agency (FM

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 payment of Trade Tax and Service Tax pursuant to the Order of the Hon'ble Supreme Court in "Mr. K. Raheja" Development Corporation V/s State of Karnataka case" and as such in the event it is decided by the Hon'ble Supreme court and any other order passed in future by the Government/Statutory or any other local authorities that the vendor (builder) can be treated as contractor of the vendee and liable to collect Trade Tax and Service Tax from the Vendee and deposit the same with the appropriate authorities, then in that event the vendee shall be liable to pay and discharge the same immediately upon demand of the Vendor. The Vendee hereby agrees to make payment of the same and shall at all time indemnify and keep harmless the Vendor in this regard and any such amount of tax will be a lien upon the said Apartment.

9. That the Vendor doth hereby covenant with the Vendee that the interest, which the Vendor hereby profess to transfer is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the said Apartment unto the Vendee in the manner aforesaid free from all encumbrances. The Vendor hereby further covenants that in case at any time hereafter by reason of any act or default or omission or commission on the part of the Vendor, the Vendee suffers any loss vendor will indemnify.
10. That the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project/Complex, rules framed by the Vendor itself the nominated maintenance agency (facilities Management Agency/FM Agency) and all laws, bye-laws, rules and regulations stipulated by Ghaziabad Development Authority and/or the Municipal, Local and other Government or Statutory bodies and shall be responsible for and shall keep the Vendor and owners/occupiers of other apartments in the Building indemnified against all costs, consequences, damages & penalties arising out of any branch or non-compliance of any of them.
11. 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 may be extendable for a further period till the entire construction of complex is completed through itself or its nominated Maintenance Agency (Facilities Management Agency/FM 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, hose keeping services & security services & 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/FM 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 promise agrees and undertakes to become member of such RWA and to pay membership fee on its constitution/formation as per its bye-laws.

12. 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 @ 10% 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 Complex. The Vendor may also apart from other remedies open to it restrict or object to the transfer of the said Apartment by the Vendee.
13. 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.
14. That the Vendee has reimbursed/agreed to reimburse to the Vendor such charges as demanded/may be demanded separately for making arrangement for providing sewerage, water and electricity connections etc. to the said Apartment from the peripheral services/connections provided by various authorities to the Complex at a single point. The Vendee has also agreed and undertaken to pay electricity consumption charges to the Vendor or its nominated agency for supply of electricity to the said Apartment from single Point Supply provided to the Complex by UPPCL/PVVNL or any such authority under prepaid system. The supply of the electricity shall be liable to be disconnected if the bills for the same are not paid in the specified time.
15. 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.
16. That the maintenance of the said flat including all walls / partitions / sewer/ drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Vendee from the date of the possession/deemed possession. Further the Vendee will neither himself do nor permit anything to be done which damages any part of the building, the staircases,

shaft, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the local authorities or the Apartment Owners Association/ Resident Association.

17. 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 RWA from time to time.
18. That the Vendee's right to use of the common areas and facilities within the said Building/said Complex shall be subject to timely payment of Complex Maintenance & Management (CMM) charges including contribution to sinking Fund/Capital Equipment Replacement and Repairs Fund and any other charges as billed by the FM Agency and performance by the Vendee of all his obligations under the Tripartite Complex Maintenance & Management Agreement executed between the Vendor, Vendee and FM Agency. So long as the maintenance and other related charges/contributions are paid regularly, as provided in these presents the Vendee or anyone else lawfully claiming under him shall be entitled to the usage of common facilities. In default of such payments irrespective of the fact that the Vendee has deposited IFMS it shall not be open to the Vendee to claim usage of any rights of the common facilities and that the Vendor/FM 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.
19. The Vendor and/or FM Agency and their authorized staff and workmen shall always have the right to enter into and upon the said Apartment 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.
20. It is made clear that the Complex Maintenance of the said Complex shall be organized by FM Agency through various outside outsourced specialist agencies under separate agreements/arrangements to be entered into with them. The responsibility of the Vendor and/or FM Agency will be limited only to the extent of supervision to the best of its abilities subject to human limitations and short comings that the operation and functioning of these agencies is in conformity with the agreements/arrangements entered into with them and to change any agency if its performance is not satisfactory.
21. The watch & Ward Security of the Complex shall comprise of general security of the Complex. The responsibility of providing Watch & Ward Security services to the said

Complex shall be entrusted to some outsourced Security Agency. The FM Agency and the security agency will be entitled to regulate entry into the Complex. The security agency may not guarantee or ensure full proof safety and security of the said Complex or 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 FM 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/FM Agency.

22. The Vendor and the FM Agency shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Apartment of the said Vendee or other Apartments/Common areas of the said Complex. The Vendee shall keep FM Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the FM Agency, the Vendor and other apartment owners of the said Complex or their family members or any other persons or their properties in this regard.
23. The Vendor and the FM 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 FM 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 FM Agency shall also not be liable for any loss, damage, or physical injury which may be caused to the Vendee or his family members, domestic staff, guests or any other persons/visitors on account of any human error or fault on the part of the employees of FM Agency or the employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control.
24. The Vendor has completed the entire construction of its project and got compounded of the sanctioned site plan by depositing the compounded fee with GDA and Vendor has got Completion Certificate as per the rules from GDA vide letter No-_____, date _____. And the vendor has on the request of vendee has offered for allotment and sale of the apartment and has agreed to execute the sale deed to the vendee in respect of free hold residential flat bearing No.-----, in Tower -----of Marina Suites Project situated at, having built up Total Area -----Sq.Ft. within the said complex for and agreed sale consideration and in accordance with the terms and conditions.

The vendor do hereby transfer by way of sale the said apartment and the both the vendor and the vendee accepts that aforesaid consideration is for the total "Total Area" which comprises the covered area, area under walls full areas of galleries and other projections whatsoever together with proportionate interest in the common area and facilities such as area under stair case lifts entrance etc.

25. That all the provisions contained herein and the obligations arising hereunder in respect of said apartment/Building/Complex shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and/or subsequent purchasers/ transferees of said apartment. Whenever the right title and interest of the Vendee in the said apartment is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this sale deed and the complex maintenance agreement referred to elsewhere in this sale deed and he/she/they be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the said apartment.
26. That whenever the title of the said apartment is transferred in any manner whatsoever it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency/FM Agency before affecting the transfer of the said apartment failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency/FM Agency before occupying the said apartment. It is to be noted that in case of transfer NOC from maintenance agency is mandatory.
27. The Vendee shall not raise any construction temporary or permanent in or upon the said Apartment nor shall make any alteration or addition or sub-divide or amalgamate the said apartment. That the Vendee shall not demolish or cause to be demolished any structure of the said apartment or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same origin any part thereof in view of structural safety of the Building. That the Vendee shall not remove the floor roof and any walls of the said apartment including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the apartments above, adjoining and below it.
28. That the Vendee shall not harm or cause any harm or damage to the peripheral walls, front side and rear elevations of the said apartment in any form. The Vendee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design by causing any addition or alteration in the same or otherwise. Any such breach shall be treated as default and the same shall attract disconnection of common services and facilities. If any damages caused by Vendee by his negligence or will full acts, all the cost & expenses to repair the damages shall be bear by the vendee.
29. That the structures of the buildings in the Complex along with lifts, pump houses, generators and other common facilities etc. may be got insured by the Vendor. Maintenance Agency under Fire and Special Perils Policy at the expense of the Vendee provided all the occupiers/Owners of all the apartments pay and continue to pay the proportionate charges to be incurred for the purpose of insurance and the Vendee shall always be liable to pay proportionate cost thereof separately. The Vendee shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. The said insurance shall not include contents inside the said apartment and the Vendee may get the same insured separately at its own cost and expense.

In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the Vendor/FM Agency, the Vendee hereby authorized the Vendor/FM Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Vendee and Vendor/FM Agency for the respective rights and interests and further agrees that any discharges given by the Vendor/FM Agency to the Insurance Company, its agents and/ or its representatives will be binding on the Vendee.

The Vendee shall not keep any hazardous, explosive, inflammable chemical/ materials etc. which may cause damage & threat to safety of residents in the Complex /building or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other apartment in the Building indemnified in this regard.

30. That the Vendee shall keep the said apartment properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Building or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other apartments. The Vendee shall maintain at his/her/their own costs the said apartment including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to him/her/them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the building more particularly the flats adjoining and below it. The Vendee shall keep the Vendor, FM Agency and Owners/Occupiers of other flats in the said Building/Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach defaults or non-compliance by the Vendee.
31. 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 Car Parking space(s) or on any common areas within the Building or within the Complex and shall be liable to be removed at his/her/their cost.
32. That neither the owners/occupants of the said apartment nor owners/occupants of other apartments in the Building will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase/drive way and any other common passage, services and facilities in any manner whatsoever. The common areas e.g. staircase, driveway, passage etc will in no case be used for keeping/ chaining any pets/dogs or any other animal/bird etc.
33. 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 facade of the Complex or anywhere on the exterior or on common areas or on roads of the Complex/ Project and shall be entitled to display their own name plate only at the proper place, provided for the said apartment.

34. 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 effect 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 shall be recovered from the Vendee along with penalty decided by FM Agency or RWA.
 - 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.
 - iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the said apartment.
35. That the Vendee shall strictly observe following points to ensure safety, durability and long term maintenance of the Building/Project/ Floors.
- i) No changes in the internal lay-out of the said apartment should be made without consulting a qualified structural consultant and without the written permission from the Vendor.
 - ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
 - iii) All the plumbing problems should be attended by a qualified or experienced plumber in the Building. The plumbing Network inside the said apartment is not to be tampered with or modified in any case.
 - iv) All the external disposal services to be maintained by periodical cleaning.
 - v) The Vendee shall not cover the balcony/terrace of the said apartment by any structure, whether permanent or temporary.
 - vi) No alteration will be allowed in elevation, even of temporary nature.
 - vii) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
 - viii) The Vendee should make sure that all water drains in the said apartment (Whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.

- ix) Vendee should avoid random parking of his/her vehicle and use only his allotted parking bay.
 - x) If Vendee rents out the said apartment, he is required to submit all details of the tenants to the RWA/ Maintenance agency and the liability of police verification of tenants is of the vendee only. The Vendee will be responsible for all acts of omission and commission of his tenant. The complex management/ RWA have the right to object to renting of the said apartment to persons of objectionable/ suspicious profile.
 - xi) 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.
36. 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.
37. That the Vendee may transfer by in any manner, the said apartment after obtaining a No Objection from the Vendor and/ RWA or the maintenance agency as regards clearance/ payment of outstanding maintenance charges and any other charges payable by the Vendee to the Vendor or the Maintenance Agency/ the Residents Association/ Society concerned with maintenance of common areas facilities and services.
38. All the costs and expenses incidental to the preparation execution and registration of this deed including the payment of stamp duty and registration fee has been borne by the Vendees

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 Apartment **bearing Flat No.-----, on -----th Floor in Building / Tower-----**, having a Total Area of ----- Sq. Meters., (----- Sq. Ft.) and Built-up Area ----- Sq meters. along with undivided and impartibly proportionate share in the land underneath the Building and undivided proportionate share in the common areas of the Building including all easmentary rights attached thereto along with right of use to general commonly used areas and facilities earmarked for common use of all occupants within the said Complex together with the right to use the Reserved Car Parking Space in the Complex, in Multi-Storied Group Housing Complex known as “**Marina Suites**”, situated at Plot No. GH-3/1, Park Town, Village- Shahpur Bamhetta, Pargana Dasna, Tehsil & Distt. Ghaziabad.

IN WITNESS WHERE OF, the Vendor and Vendees, described hereinabove have signed sealed & executed at the place and on the date, month & Year, first above written.

SIGNED, EXECUTED & DELEIVERD BY

(Director/ Authorized signatory)
Vendor

(Allottee/s)
Vendee

WITNESSES:-

1-

2-