

Format of sale deed applicable only for Ghaziabad district. Requirements of sub-registrar office may be reconfirmed to ensure their inclusion.

### **SALE DEED**

1. Type of Property: Commercial
2. Mohalla/Gram: Commercial Project situated at \_\_\_\_\_
3. Details of Shop : (address of shop, details of project, and complete address along with khasra no. and parking details)
4. Carpet Area :
5. Exclusive Balcony /Verandah /
6. Open Terrace Area (EBVT) :
7. Status of Public Road :
8. Sale Consideration :
9. Basic Circle Rate :
10. No Less for floor in basic circle rate and add
11. 9% for all amenities, less 5% for rainwater
12. harvesting system, the rate comes :
13. Govt. Value :
14. Stamp Duty paid :

Stamp Duty is paid accordingly to GO.....

### **SALE DEED**

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

#### **BETWEEN**

1. \_\_\_\_\_ a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its **Registered Office** at \_\_\_\_\_ and having **Site office** at \_\_\_\_\_, through its Authorized Signatory, Shri \_\_\_\_\_ son of Sh. \_\_\_\_\_, duly authorized vide its Patner's Resolution dated \_\_\_\_\_ (hereinafter referred to as "**Promoter**" which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns) and Sh. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter referred to as "**Co-Promoter**" which expression, unless repugnant to the context or meaning thereof, shall mean and include his respective legal heirs, legal representatives, and assigns), of the **ONE PART**.  
The Promoter and the Co-Promoter are hereinafter jointly referred to as "**Developers**".

#### **AND**

2. (Name of buyer/Allottee(s)/Allottee with relation to guardian/ spouse and current address) hereinafter referred to as "**Allottee(s)**", which expression, unless repugnant to the context or

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meaning thereof, shall mean and Include their respective legal heirs, legal representatives, and assigns), of the **OTHER PART**.

PAN: \_\_\_\_\_

**W H E R E A S :**

- A. The Co-Promoter was allotted the land bearing no. \_\_\_\_\_ (hereinafter referred to as "**Project Land**") by \_\_\_\_\_ Authority (hereinafter referred to as "Authority") vide allotment letter dated \_\_\_\_\_.
- B. The Co-Promoter and the Promoter entered into a Consortium Agreement dated \_\_\_\_\_ registered on \_\_\_\_\_ vide Book No. \_\_, Vol. No. \_\_\_\_\_ at page \_\_\_\_\_ to \_\_\_\_\_ at serial no. \_\_\_\_\_ before Sub Registrar, \_\_\_\_\_, (hereinafter the "Consortium Agreement") vide which the Promoter was appointed the Lead Consortium Partner with the the rights to develop, construct, complete, market, sale and to do all ancillary and incidental activities for development and promotion of the commercial project namely " \_\_\_\_\_ " on the Project Land.
- C. The Agreement to Sell dated \_\_\_\_\_ with respect to the Project Land was executed between the Authority and the Co-Promoter which was registered on \_\_\_\_\_ vide Book No. \_\_, Vol. No. \_\_\_\_\_ at page \_\_\_\_\_ to \_\_\_\_\_ at serial no. \_\_\_\_\_ before Sub Registrar, \_\_\_\_\_ and the possession of the Project Land was handed over to the Co-Promoter by the Authority vide letter of possession dated \_\_\_\_\_.
- D. The Promoter obtained the sanction of building plans from the Authority vide its letter bearing No. \_\_\_\_\_ dated \_\_\_\_\_.
- E. Pursuant to the aforesaid sanction of a building plans, the Promoter developed the Project Land by constructing thereon a Commercial Complex, namely " \_\_\_\_\_ " (hereinafter referred to as "**Said Complex**") and bearing UP RERA registration number UPRERAPRJ \_\_\_\_\_, comprising of buildings having commercial shops (details regarding commercial project if commercial), along with other common services and facilities being part of the Said Complex, in accordance with the sanctioned building plans and were compounded by \_\_\_\_\_ vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_.
- F. The conveyance deed with respect to the Project Land was executed between the Authority and the Co-Promoter on \_\_\_\_\_ which was registered on \_\_\_\_\_ vide Book No. \_\_, Vol. No. \_\_\_\_\_ at page \_\_\_\_\_ to \_\_\_\_\_ at serial no. \_\_\_\_\_ before Sub Registrar, \_\_\_\_\_.
- G. Upon completion of construction of Said Complex, an application was submitted by the Promoter to Authority for grant of completion/occupation certificate. Thereafter, Authority vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_ has granted partial completion/occupation certificate in respect of the Said Complex, on the conditions as contained therein.
- H. On an application submitted by the Allottee(s), the Promoter agreed to allot, vide a letter of allotment dated (hereinafter referred to as "**Allotment Letter**") duly executed between them a commercial unit bearing No. \_\_\_\_\_ (herein referred to as "**Said Shop**"), on \_\_\_\_\_ Floor, in the Said Complex, having a Carpet area measuring as per annexed map along with an undivided and impartible proportionate share in the land underneath the Said Complex and undivided proportionate share in the common areas of the Said Complex, including all easements rights attached thereto.

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- I. The Developers have provided to the Allottee(s) all the relevant information, documents, building plans, and such other credentials with respect to its rights, title, and interest of the Developers in the Project Land, and the facilities, and basic infrastructure provided in the Said Complex. The Allottee(s) have confirmed that they have examined the said documents, building plans, etc., and are fully satisfied in all respects with regard to the rights, title, and interest of the Developers in the Project Land/Said Complex and have also understood all limitations and obligations of the Developers in relation thereto. The Allottee(s) herein, thus, have relied solely on their own judgment while deciding to seek allotment of the Said Shop. There has never been any objection by the Allottee(s) in this respect after the allotment of the Said Shop by the Developers, and as such, pursuant to the allotment, the Allottee(s) are now entering into this Sale Deed in respect of the Said Shop.
- J. For the purposes of this Sale Deed, "Common Areas and Facilities" means and includes:
  - (i) the land on which the Said Complex is located and all easements, rights, and appurtenances belonging thereto and the Said Complex;
  - (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, stair-way, and entrances and exits of the Said Complex;
  - (iii) installations of common services such as power, light, sewerage treatment plant, and rainwater harvesting in the Said Complex;
  - (iv) the elevators, tanks, pumps, motors, expressers, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors; and
  - (v) Circulation area, service areas including but not limited to, machine room, overhead water tanks, stores, etc., architectural features, if provided, and security control rooms.
- K. "Limited Common Areas and Facilities", means those common areas and facilities within the Said Complex earmarked/ reserved including open parking spaces, storage, etc. for use of certain shop or shops to the exclusion of other shops. All other common areas and facilities, which are not included hereinbefore, shall be treated as Limited Common Areas and Facilities and shall be reserved for use of certain shop or shops to the exclusion of other shops without the interference of other shop owner(s).
- L. "Independent Areas" means the areas which have been declared but not included as common areas for joint use of Shops and may be sold by the Developers without the interference of other Allottee(s)
- M. The Allottee(s) having paid the total agreed sale consideration to the Developers as mentioned hereinafter, the Developer and Co-Promoter are, by virtue of this sale deed, jointly and severally, transferring and conveying their respective rights, title, claim and interest in the Said Shop to the Allottee(s), on the terms and conditions, as set out hereinafter.

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

- 1. In consideration of a total sum of \_\_\_\_\_ which consideration is already paid by the Allottee(s) to the Developers, the receipt whereof the Developers hereby acknowledge and admit before the Sub-Registrar, and in consideration of the undertaking of the Allottee(s) to

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pay such further amount, as may be at any time hereto after become liable to pay in terms of this Sale Deed, and also subject to all those terms and conditions contained in the Allotment Letter, as referred hereinabove, which may or may have not been specifically incorporated herein, the Developers do hereby grant, convey, transfer, assure and assign unto the Allottee(s), the Said Shop, as more fully described in SCHEDULE "A" given hereunder, and for greater clarity delineated on the site plan attached hereto, together with the undivided and impartible proportionate share in the land underneath the Said Complex and the undivided proportionate share in the common areas of the Said Complex and along with all rights and easements whatsoever necessary for the enjoyment of the Said Shop together with the rights to use the common areas and facilities and limited common areas and facilities (if any), specifically earmarked in the Said Complex, TO HAVE AND TO HOLD the same unto and to the use of the Allottee(s) and their successors-in-interest and assigns, legal heirs, absolutely and forever, subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter contained and each of them.

2. The Said Shop hereby sold, conveyed, and assured under this Sale Deed is free from all sorts of encumbrances or charges (except those created on request of the Allottee(s) to obtain loan for the purchase of the Said Shop), transfers, easements, liens, attachments transferable rights in the same.
3. The vacant and peaceful possession of the Said Shop hereby sold, has been delivered by the Developers to the Allottee(s) and the Allottee(s) have taken possession of the same, after physical inspection of the Said Shop, and after having satisfied themselves about the quality, specifications and extent of construction, carpet-area, and amenities and design of the Said Shop and undertakes not to raise any dispute hereto after in connection therewith individually or collectively with any other person(s).
4. In case the Allottee(s) have availed of a loan facility from their employer or financing bodies such as Bank, housing finance companies or any other body (hereinafter "Financing Agency") to facilitate the purchase of the Said Shop, then in that case; (a) the terms of the Financing Agency shall exclusively be binding and applicable upon the Allottee(s) only, and (b) the Allottee(s) shall alone be responsible for the repayment of dues of the Financing Agency along with interest/penalty accrued thereon or any default in re-payment thereof.
5. For Computation Purpose, 'Carpet Area' shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, / open terrace area or any exclusive open terrace area.
6. The Allottee(s) shall get exclusive possession of the covered/ built-up area of the Said Shop. The Allottee(s) shall also have undivided proportionate share in the common areas and facilities within the Said Complex and shall use such common areas and facilities harmoniously with other occupants of the Said Complex without causing any inconvenience or hindrance to any of them. The Allottee(s) shall also be entitled to use the general common areas and facilities within the Said Complex, earmarked for common use of all the occupants of the same. Further, the use of such common areas and facilities within the Said Complex and/or of the Said Complex shall

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

7. Except for the Said Shop conveyed herein, along with all common easementary rights attached therewith including undivided right of use of all common areas and facilities and of ingress and egress over common areas within the Said Complex, which may be within or outside the foot print of the Said Complex, all rights and interest in all un-allotted / unsold areas in the Said Complex, open spaces, roofs / terraces of Said Complex, basements, parking spaces (except those which are specifically allotted), common areas and facilities shall continue to vest in the Developers and the Developers shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode, which the Developers may deem fit in their sole discretion.
8. The rights, title, and interest in the Independent Areas shall always be with the Developers and they shall have the unfettered right and absolute authority to deal with such it in any manner including by way of sale, transfer, lease or any other mode, which they may deem fit in their sole discretion.
9. The Allottee(s) shall not be entitled to claim partition of their undivided share in the land underneath the Said Complex, and the same shall always remain undivided and impartible and unidentified.
10. The Allottee(s) shall abide by and observe all the conditions, terms and covenants of the Sale Deed and approvals governing the Said Complex / Said Complex, rules framed by the Developers or the Maintenance Agency or the Association of Allottee(s), as the case may be, and all laws, bye-laws, rules, and regulations stipulated by Authority including the conditions mentioned in the completion certificate, referred hereinabove, and/or the Municipal, Local and other Government or Statutory bodies and abide the provision of the Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010, the Real Estate (Regulation and Development) Act, 2016, and the rules made thereunder, and shall remain responsible and shall keep the Developers and the Allottee(s)/ occupiers of other shops in the Said Complex indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.
11. The Developers do hereby covenant with the Allottee(s) that the interest, which the Developers hereby professes to transfer, is subsisting and the Developers have good rightful power and authority to convey, grant, transfer, assign and assure the Said Shop unto the Allottee(s) in the manner aforesaid free from all encumbrances. The Developers hereby further covenant that in the case at any time hereto after by reason of any act or default or omission or commission on the part of the Developers, the Allottee(s) suffers any loss and is deprived of whole or any portion of the Said Shop conveyed to the Allottee(s) on account of any defect in the title of the Developers, the Developers shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Shop by the act of default, omission or commission of the Developers and make good the losses suffered by the Allottee(s) thereby, and in such case, the Allottee(s) shall have no claim to any other compensation from the Developers.
12. The Allottee(s) have already paid the sale consideration, as stated hereinabove, and all other dues/charges, which are payable from the date of application and/or, in terms of the Allotment

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Letter, referred herein-above. However, if any additional charges including an increase in Development charges, levies, rates, taxes, demands, etc. including service tax, GST, VAT / Works Contract Tax, development charges for the provision of peripheral and / or external services or any other reason attributable to the Said Shop / Said Complex, are levied in future retrospectively or otherwise, then the same shall be treated as unpaid consideration of Said Shop payable by the Allottee(s) and the Developers shall have first charge/lien on Said Shop for recovery of the same.

13. The Developers have agreed to organize operation, upkeep, and maintenance of various services and facilities provided in the Said Complex as a facilitator through its nominated agency, (hereinafter "Maintenance Agency") for the initial period of one year from the date of issue of completion certificate or the date by which sixty percent of the shops have been handed over to the allottee(s), whichever is earlier in compliance with the Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010 and its subsequent amendments. The Allottee(s) have agreed and undertaken to enter into a maintenance & management agreement (hereinafter "Maintenance Agreement") executed/to be executed between the Developers and/or Maintenance Agency and the Allottee(s). The Allottee(s) have undertaken to deposit with the Developers or the Maintenance Agency, as the case may be, an Interest-Free Maintenance Security (hereinafter "IFMS"). For availing various services and facilities provided in the Said Complex/Said Complex, the Allottee(s) have paid/agreed to pay, in advance, for an initial period of one year on account of Maintenance Charges towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges, etc., as per the terms of the Maintenance Agreement to the Developers or the Maintenance Agency, as the case may be. The Developers or the Maintenance Agency, as the case may be, 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 Allottee(s), after the expiry of an initial period. Allottee(s) may be permitted to transfer the Said Shop only after obtaining no dues from the Developers or the Maintenance Agency, as the case may be, .
14. The maintenance & management of the Said Complex shall be handed over to the Association or Allottee(s) (hereinafter "Association"), formed under the provisions of the the Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010, within one year from the date of issue of completion certificate or the date or by which sixty percent of the shops have been handed over to the Allottee(s), whichever is earlier. However, in case such Association is not formed, the Developers or the Maintenance Agency or Association, as the case may be, may opt to continue to provide maintenance and management services of the Said Complex and the Allottee(s) agree to continue paying the maintenance charges as may be decided by Developers or the Maintenance Agency, as the case may be, in terms of the Maintenance Agreement. The Allottee(s) promise, agree and undertake to become a member of such Association and to pay the membership fee on its constitution/formation as per its byelaws.
15. The Allottee(s) have reimbursed/agreed to reimburse to the Developers such charges as demanded / may be demanded separately for making arrangements for providing sewerage,

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- water and electricity connections, etc., to the Said Shop from the peripheral services/ connections provided by various authorities to the Said Complex at a single/multiple points. The Allottee(s) have also agreed and undertaken to pay electricity consumption charges to the Developers or the Maintenance Agency or Association, as the case may be, for the supply of electricity to the Said Shop from a Single Point Supply provided to the Said Complex by the concerned electricity distribution company. The supply of the electricity to the Said Shop shall be liable to be disconnected if the bills for the same are not paid in the specified time.
16. The Developers have provided a power backup system to each shop and the common services and facilities in the Said Complex. The Allottee(s) shall be liable to pay regularly and timely the charges towards electricity consumed by the Allottee(s) through the backup power supply and proportionate running cost of power back-up system over and above the general maintenance charges, electricity consumed through the power back-up system at such rates, taxes, levies, service charges, etc., as determined by the Developers or the Maintenance Agency or Association, as the case may be, through prepaid meters, failing which supply of electricity through mains or power back-up shall be discontinued. Supply of power backup/ electricity may be disconnected, and maintenance services may be stopped to the Said Shop, in case of default by the Allottee(s) in payment of any amounts payable by the Allottee(s) to the Developers or the Maintenance Agency or Association, as the case may be,.
  17. The maintenance of the Said Shop including all walls and partitions, sewers, drains, pipes, shall be the exclusive responsibility of the Allottee(s) from the date of the possession / deemed possession. Further, the Allottee(s) will neither do, nor permit or cause anything to be done, which may damage any part of the Said Complex, the staircases, shafts, common passages, elevators, adjacent shop(s), etc., or violates the rules or bye-laws of the Local Authorities or the Association.
  18. The Developers or the Maintenance Agency or Association, as the case may be, and their authorized staff and workmen shall always have the right to enter into and upon the Said Shop or any part thereof at all reasonable hours to set right any defect in the Said Shop or the defects in the shops above or below or adjoining the Said Shop and for repairing, maintaining, cleaning, lighting, and keeping in order and good condition service drains, pipes, cables etc., and the Allottee(s) covenants and agrees to permit them to do so. Any refusal by the Allottee(s) to allow such entry into or upon their shop or any part thereof will be deemed to be a violation of this Sale Deed and violation of the right of easement and right of usage of common services and facilities of other shop owners and the Allottee(s) shall make themselves liable for legal actions for said violation.
  19. It is made clear that the maintenance & management of the Said Complex shall be organized by Developers or the Maintenance Agency or Association, as the case may be, through various outside/ outsourced specialist agencies and vendors (hereinafter "Vendors") under separate agreements/arrangements to be entered into with them. The responsibility of the Developers or the Maintenance Agency or Association, as the case may be, will be limited only to the extent of supervision to the best of its abilities subject to human limitations and shortcomings, that the operation and functioning of such Vendors conform with the agreements/arrangements entered into with them and to change any Vendor, if its performance is not found satisfactory.

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20. The responsibility of providing watch & ward security services in the Said Complex shall be of the Developers or the Maintenance Agency or Association, as the case may be, who may entrust to some Security Agency. The Developers or the Maintenance Agency or Association, as the case may be, and the Security Agency will be entitled to regulate entry into the Said Complex. The Security Agency may not guarantee or ensure full proof of safety and security of the Said Complex or Allottee(s) in the Said Complex or their belongings and properties. It is made clear and agreed herein that the Developers or the Maintenance Agency or Association, as the case may be, shall not have any financial/criminal liability for any loss to life and property by reason of any theft, burglary, fire, or any other incident of crime/mishap/accident occurring in the Said Shop / Said Complex or any part or portion thereof due to any lapse/ failure/ shortcoming on the part of the staff of the Security Agency and/or Developers or the Maintenance Agency or Association, as the case may be.
21. The Developers or the Maintenance Agency or Association, as the case may be, shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Said Shop or other shops / Common Areas of the Said Complex. The Allottee(s) shall keep Developers and/or the Maintenance Agency and/or Association, as the case may be, indemnified and harmless against any loss or damage that may be caused to the Developers or the Maintenance Agency or Association or any other shop owners of the Said Complex or their family members or any other persons or their properties in this regard.
22. The Developers or the Maintenance Agency or Association, as the case may be, shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence, and defaults of the aforesaid outsourced specialized agencies in providing the stipulated /expected services. The Developers or the Maintenance Agency or Association, as the case may be, shall not be liable for any default/deficiency in maintenance & management of the Said Complex by reason of any force majeure circumstances, human failures, shortcomings, or any other circumstances beyond their control. The Developers or the Maintenance Agency or Association, as the case may be, shall also not be liable for any loss, damage, or physical injury which may be caused to the Allottee(s) or their employees, workmen, family members, guests, customers or any other persons/visitors on account of any human error or fault on the part of the employees of Developers or the Maintenance Agency or Association, as the case may be, or the employees of the Vendors providing services to the Said Complex or by reason of any circumstances beyond their control.
23. The Allottee(s) shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax or any other such taxes, charges, levies, etc., which are imposed, levied, or charged, under any law in force or that may hereafter be enforced, in respect of the Said Shop, from the date of allotment of Said Shop. So long as Said Shop is not separately assessed for the taxes, duties, etc., the Allottee(s) shall pay a proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the super area of the Said Shop to Developers or the Maintenance Agency or Association, as the case may be, who on the collection of the same from owners of all the shops in the Said Complex shall deposit the same with the concerned Authority.



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24. All the provisions contained herein and the obligations arising hereunder in respect of Said Shop / Said Complex shall equally be applicable to and enforceable against any occupiers, tenants/ licensees, and/or subsequent purchasers/transferees of Said Shop. Whenever the right, title, and interest of the Allottee(s) in the Said Shop is transferred in any manner whatsoever, the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed and the Maintenance Agreement referred to elsewhere in this Sale Deed and they are liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Shop.
25. The Allottee(s) shall not raise any construction temporary or permanent in or upon the Said Shop nor shall they make any alteration or addition or sub-divide or amalgamate the Said Shop. The Allottee(s) shall not demolish or cause to be demolished any structure of the Said Shop or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or any part thereof given structural safety of the Said Complex. The Allottee(s) shall not remove the floor, roof and any walls of the Said Shop including load-bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the shops above, adjoining, and below it.
26. The Allottee(s) shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the Said Shop/Said Complex in any form. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the 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 discontinuation of common services and facilities till the breach is satisfactorily rectified at the cost of the Allottee(s).
27. The structures of the Said Complex along with lifts, pump houses, generators, other common facilities, etc., maybe got insured by the Developers or the Maintenance Agency or Association, as the case may be, under Fire and Special Perils Policy at the expense of the Allottee(s) provided all the Allottee(s) occupiers/owners of all the shops pay and continue to pay the proportionate charges to be incurred for the purpose of insurance and the Allottee(s) shall always be liable to pay proportionate cost thereof separately. The Allottee(s) shall not do or permit to be done any act which may render void or voidable any insurance or may cause increase in the premium for such policies. The said insurance shall not include the cover for the contents inside the Said Shop and the Allottee(s) may get the same insured separately at their own cost and expense.
28. 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 Developers or the Maintenance Agency or Association, as the case may be, the Allottee(s) hereby authorizes the Developers or the Maintenance Agency or Association, as the case may be, to lodge claim/s under the insurance policy and collect proceeds thereunder on behalf of the Allottee(s) and Developers or the Maintenance Agency or Association, as the case may be, for the respective rights and interests and further agrees that any discharges given by the Developers or the Maintenance Agency or Association, as the case may be, to the Insurance Company, its agents and/or its representatives will be binding on the Allottee(s).

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29. The Allottee(s) shall not keep any hazardous, explosive, inflammable chemicals/materials, etc. which may cause damage to the Said Complex or any part thereof. The Allottee(s) shall be liable for the same and keep the Developers or the Maintenance Agency or Association, as the case may be, and owners of other shops in the Said Complex indemnified in this regard.
30. The Allottee(s) shall keep the Said Shop properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Said Complex or hinder the proper and responsible use of such portion(s) by the owners of other shops. The Allottee(s) shall maintain at their costs the Said Shop including walls and partitions, sewers, drains, pipes attached lawns, and terrace areas thereto in the same good condition, state, and order in which it is delivered to them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the Said Complex, more particularly the shops adjoining and below it. The Allottee(s) shall keep the Developers or the Maintenance Agency or Association, as the case may be, and owners/occupiers of other shops in the Said Complex indemnified, secured, and harmless against all costs, damages, and consequences arising out of any breach, defaults, or non-compliance by the Allottee(s).
31. The Allottee(s) shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, and shall also have no right to use the facilities and services not specifically permitted to use. The Allottee(s) shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by them in the Said Shop or on open parking space(s) or any common areas within the Said Complex and shall be liable to be removed at their own cost and risk.
32. Neither the owners/occupants of the Said Shop nor owners/occupants of other shops in the Said Complex will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase/driveway and any other common passage, services, and facilities in any manner whatsoever.
33. The Allottee(s) may undertake nonstructural/interior decorations-related alterations in their shop only with the prior written approval of the Promoter. The Allottee(s) 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 Shop or any part of adjacent units or any part of the Said Complex. In case the damage is caused to an adjacent shop or common area, the Allottee(s) will get the same repaired failing which the cost of repair may be deducted from the Allottee(s)' IFMS;
  - (ii) Changes that may affect the facade of the Said Complex
  - (iii) Making encroachments on the common spaces in the Said Complex; and
  - (iv) Any construction temporary or permanent or any alteration or addition to subdivide the Said Shop.
33. The Allottee(s) shall strictly observe the following to ensure safety, durability, and long-term maintenance of the Said Complex:
  - (i) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose;

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- (ii) All the plumbing problems should be attended to by a qualified or experienced plumber in the Said Complex. The plumbing network inside the Said Shop is not to be tampered with or modified in any case;
  - (iii) All the external disposal services to be maintained by periodical cleaning;
  - (iv) No alteration will be allowed in elevation, even of temporary nature;
  - (v) Any electrical changes should be made using good quality material and same should be carried out by a licensed electrician;
  - (vi) The Allottee(s) should make sure that water drain in the Said Shop should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
  - (vii) If Allottee(s) rent out the Said Shop, they are required to submit all details of the tenants to the Developers or the Maintenance Agency or Association, as the case may be. The Allottee(s) will be responsible for all acts of omission and commission of their tenants. The Developers or the Maintenance Agency or Association, as the case may be, may object to renting out the Said Shop to persons of the objectionable profile; and
  - (viii) The Allottee(s) are not allowed to put the grills/shutters in the Said Shop as per individual wish, only the design approved by Developers will be permitted for installation.
  - (ix) The Allottee(s) shall not be allowed to install any external signages outside the Said Shop and only the approved signage installed by the Developers or the Maintenance Agency or Association, as the case may be, shall be used by the Allottee(s).
34. The Allottee(s) may transfer by sale, gift, exchange, or otherwise in any manner, the Said Shop after obtaining a No Objection Certificate of the Developers or the Maintenance Agency or Association, as the case may be, regarding the clearance/payment of outstanding maintenance charges and any other charges payable by the Allottee(s) to the Developers or the Maintenance Agency or Association, as the case may be, concerned with the maintenance of common areas, facilities, and services.
35. The Allottee(s) agree and covenant that the Said Shop shall be used for the commercial retail activities only and shall not be used for the following activities
- (i) any commercial activity involving live cooking in any form (except for the Food Court Shops)
  - (ii) sale, storage, manufacture of firecrackers, arms, explosives or any other hazardous material in any form
  - (iii) Spa and massage centers
  - (iv) liquor shops or any other establishments selling/serving alcohol
  - (v) Sale, storage of live animals or eggs or meat of animals whether or not for human consumption
  - (vi) Banks/financial institutions except ATM/automated kiosks of such banks/financial institutions
  - (vii) Automotive repair and allied activities
  - (viii) Night clubs or any establishment involving loud music or DJ
  - (ix) Establishments engaged in gambling activity of any kind

Format of sale deed applicable only for Ghaziabad district. Requirements of sub-registrar office may be reconfirmed to ensure their inclusion.

35. All costs and expenses incidental to the preparation, execution, and registration of this Sale Deed including the payment of Stamp Duty and registration fee has been borne by the Allottee(s).

**SCHEDULE "A" REFERRED HEREINABOVE**

Description of the Said Shop conveyed to the Allottee(s)

All that piece and parcel of the built-up Shop bearing No. \_\_\_\_\_  
( full address with carpet area ), along with an undivided and impartible proportionate share in the land underneath the Said Complex and undivided proportionate share in the common areas of the Said Complex including all easements rights attached thereto along with right of use to general commonly used areas and facilities earmarked for the common use of all occupants within the Said Complex named .This deed is written according to the statement of both the parties.

**IN WITNESS WHEREOF**, the Developer and the Allottee(s), described hereinabove, have signed, sealed & executed at the place and, on the date, month & year, first above written and in the presence of following witnesses.

SIGNED, EXECUTED & DELIVERED BY:

DEVELOPER

ALLOTTEE(S)(S)

Witness :