

## **CONVEYANCE DEED**

Type of Land : Residential Group Housing  
Ward/ Pargana : Loni  
V-Code : 0306  
Mohalla/ Village : **"Raj Nagar Extn"** situated at **Village Noor Nagar, Pargana Loni, Tehsil & Distt,**

### **Ghaziabad, U.P.**

Description of Property : The Residential **Unit/FlatNo. \_\_\_\_\_, Block \_\_\_\_**,  
at **\_\_\_\_\_ Floor**, in **"SCC" SAPPHIRE**,  
Built on **free hold residential land pertaining**  
**to Khasra No. 1010,1011 &1012** of Village Noor  
Nagar, Pargana Loni, Tehsil & Distt Ghaziabad,  
U.P. presently known as Raj Nagar  
Ext.Ghaziabad.

Area of Property : Total Area \_\_\_\_\_ Sq. Ft. (i.e. \_\_\_\_\_ Sq. Mtr)  
: Covered Area \_\_\_\_\_ Sq. Ft. (i.e. \_\_\_\_\_ Sq. Mtr)  
Status of Road : 30 Meter wide  
Status of Parking : one \_\_\_\_\_ **Parking** car parking space  
(right to use only area not sold)

Sale Consideration : Rs. \_\_\_\_\_/-  
Govt. value : Rs. \_\_\_\_\_/-  
Basic Circle Rate : Rs. \_\_\_\_\_/- per sq mtr.  
Less \_\_\_\_\_ % for \_\_\_\_\_ Floor and after that add \_\_\_\_\_ %  
for all common facilities and less \_\_\_\_\_ % for Rain  
water Harvesting. rate comes Rs. \_\_\_\_\_/-

**SALE CONSIDERATION** **Rs. \_\_\_\_\_/-**

**STAMP DUTY PAID** **RS. \_\_\_\_\_/-**

Stamp Duty is paid accordingly to G.O. No. 2756 dated 30.06.2008

## SALE DEED

THIS SALE DEED is executed at Ghaziabad on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

### BETWEEN

**M/s SCC Builders PVT. LTD. CIN No.U45201DL2005PTC139039**, a Company duly Incorporated Under the provisions of **Companies** Act, 1956 having its Corporate office at H-69, Sector-63, Noida and acting through its Authorised Signatory **Sh. \_\_\_\_\_** son of **Sh. \_\_\_\_\_** Who has been authorized by the Company vide Board Resolution **Dated \_\_\_\_\_** hereinafter Called The Vendor (Which Expression unless the context otherwise requires or is repugnant thereto, its successors, nominees, assignees and administrators,) of the one part.

PAN- \_\_\_\_\_

**In favour of**

**S/O** \_\_\_\_\_

**R/o** \_\_\_\_\_ hereinafter referred to as the 'Vendee', (which expression shall, unless repugnant to the meaning or context herein, be deemed to mean and include his legal heirs, agents, attorneys, representatives, nominees, administrators, successors-in-interest, executors and permitted assigns, etc.,) of the other part.

PAN :

(Hereinafter Vendor, and Vendee are collectively referred to as "Parties" and individually as "Party" as the context demands)

### DETAILS OF UNIT/FLAT:-

The Residential **Unit/Flat No. \_\_\_\_\_** on **Floor, Block \_\_\_\_\_** in **"SCC SAPPHIRE"** **Group Housing** Project of SCC Builders Pvt. Ltd & Shrine Buildtech Pvt Ltd. , having Total Area \_\_\_\_\_ Sq. Ft. (i. e. \_\_\_\_\_ Sq. Meter) & Covered Area \_\_\_\_\_ Sq. Ft. (i.e. \_\_\_\_\_ Sq. Meter) ( **more specifically described in Schedule I of this deed** ) Built on a part of free hold residential land situated at **Raj Nagar, Extn, Ghaziabad at Khara 1010,1011&1012 of Village Noor Nagar, Pargana Loni, Tehsil & Distt Ghaziabad** U.P. in the Group Housing Project Known as **"SCC Sapphire"**, The said Unit/Flat constructed in Multi-Storied Building.

WHEREAS :

**A. M/s S.C.C. BUILDERS PVT. LTD & Shrine Buildtech Pvt. Ltd., are the absolute owners and possession holder of free hold land measuring 20988 Sq meter who purchased the same from local cultivators and others in **Khasra No. 1010,1011 &1012 situated in the revenue village of Noor Nagar, Pargana Loni, Tehsil and Distt Ghaziabad** vide five different sale deeds which they individually purchased with an understanding mention in the consortium agreement entered on 19/06/2014 wherein M/s SCC BUILDERS PVT. LTD. has purchased land measuring 17253sq. meters in its own name through 4 sale deeds for developing A,B,C,D,& E Block of their projected Group Housing project planned at revenue Village Noor Nagar, Pargana Loni, Tehsil and Distt. Ghaziabad and a piece of land measuring 3735 sq.m only purchased by M/s Shrine Buildtech Pvt Ltd (as per detail given here below) for further developing the Block F in its existing projected planning by developing and using common facilities areas of the proposed projected planning of SCC Sapphire project while keeping their separate and independent ownership of their respective lands i.e M/s SCC Builders Pvt. Ltd is the absolute owner and in possession of tower/ block A, B, C, D & E and M/s Shrine Buildtech Pvt. Ltd is the absolute owner and in possession of Tower/ Block F under the group housing complex namely **“SCC Sapphire”** and accordingly the proposed site plan was got approved from Ghaziabad Development Authority.**

(Details of land purchased)

S.No	Dated	Khasra no	Serial no	Document no.	Page no	Volume no	Land area (sq.mt)	Owner
1	05-08-11	1011-1012	7934	1	5-602	5014	10980	SCC Builders Pvt Ltd
2	14-10-11	1010	10317	1	209-292	5186	2489	SCC Builders Pvt Ltd
3	15-11-11	1010	11278	1	49-120	5265	1924	SCC Builders Pvt Ltd
4	23-11-11	1010	11712	1	289-394	5296	1860	SCC Builders Pvt Ltd
5	17-02-14	1010	2170	1	379-414	8099	3735	Shrine Buildtech Pvt Ltd
						Total	20988	
						<b>Short &amp; Excess</b>	-48	
						Land use for road widening	-2100	
						<b>Net Plot Area</b>	<b>18840</b>	

Total land area is 20988sq. mtr., Land used for road widening 2100sq. mtr. approx., Net Plot area is 18840sq. mtr. which is situated at Village Noor Nagar,

Raj Nagar, Extn- N H 58 Pargana Loni, Tehsil & Distt Ghaziabad in the Group Housing Project Known as "SCC SAPPHIRE".

- B.** Whereas the Vendor Company has joined hands with M/s Shrine Buildtech (P) Ltd wherein the A,B,C,D & E Block/ Tower will be developed by the Vendor Company and Block /Tower F shall be constructed by the Shrine Buildtech and entire common facilities, like parks, common Area, Club and other utilities etc. will be developed jointly by the companies only and make the entire project as one project under the name and Style of 'SCC Sapphire'

WHEREAS both the companies mutually decided at the time of start of Project that SCC Builders Pvt. Ltd. will sale/lease (whatsoever) the Unit/Flats, convenient shops, school or any other saleable space whatsoever it may be of the Blocks A,B,C,D & E and Shrine Buildtech Pvt. Ltd. will sale/lease (Whatsoever) the Unit/Flats, convenient shops, school or any other saleable space whatsoever it may be of the Block F.

WHEREAS as both the companies mutually decided that all the project amenities, common areas, club, Gym, swimming pool , maintenance or any other common useable area will be used commonly by all the Unit/Flat owners of Blocks A,B,C,D,E & F and the sale deed of dwelling units developed on their respective land/ blocks shall be executed by the owners of respective land owner i.e for dwelling units and all saleable area developed at Block A,B,C,D,E will be execute by SCC Builders Pvt. Ltd. and dwelling unit and all saleable area developed at Tower/Block F will be executed by Shrine Buildtech Pvt. Ltd.

- C.** (i) That the Vendor has got, the site Plans of his above Group Housing Project namely SCC SAPPHIRE, approved and compounded for development of the said land from the Ghaziabad Development Authority and also got all approvals from all desired respective statutory Authorities such as Environment Clearance, Fire Safety, Pollution, Heights Clearance etc for construction of multi storied Group Housing Project hereinafter referred to as 'the said Project';

(ii) That the vendor has got Part Completion Certificate from the Ghaziabad Development Authority vide its Ref. No.275/Enforcement Zone-1/17-18 Dated.08/09/2017.

(iii) In entire project (Blocks/Towers A,B,C,D,E & F) only Four Blocks/ Towers i.e. B,C,D & E has been completed for which part completion certificate have also been issued by Ghaziabad Development Authority while the construction activities are going on in Block A&F and also in common areas . Hence Vendor or its representative along with all the requisite material and man power are entitled to use the entire premises to execute the construction work of Tower/ Block A , F and balance work of common areas without any hindrance and vendee has no objection for the same till the completion of the entire block A , F and balance work of common areas.

**D.** That the Vendor has developed the said multi-storied Group Housing Project including a commercial/ convenient shops, as per sanctioned and duly approved and compounded plans from the concerned Authorities whereas "Common Areas and Facilities" means and includes:

- (i) the land on which the Said Building is located and all easements, rights and appurtenances belonging to the Said Plot and the Said Building,
- (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 Building;
- (iii) the parks, gardens and swimming Pool in the Project.
- (iv) installations of common services such as power, light and sewerage;
- (v) the elevators, tanks, pumps, motors, 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, guard room, electrical room etc.
- (vi) circulation area, service areas including but not limited to, machine room, overhead water tanks, stores etc., architectural features, if provided and security control rooms;

**Limited common areas and facilities**, means those common areas and facilities within the project earmarked/reserved and including Open Car parking spaces, open space for mechanical car parking, covered space in Block/Tower A & F for mechanical car parking, space for garbage collection, storage etc. for use of certain Convenient Shops/Apartments to the exclusion of other Convenient Shops/Apartments.

**Independent area** The Areas which are the sole property of the Company/Promoter and are not included as common areas for joint use of apartments and it may be sold, leased, transferred, mortgaged, use as per their requirement by the company/promoter without the interference of other apartment/shop owners like Club, Convenient Shops, Play & Primary School, Servant Area (if any), Terrace etc.

**IFMS (Interest Free Maintenance Security):** -The same is a one-time security deposit and is paid once at the time of possession to the promoter by the buyers. The promoter keeps this amount in its custody as security till the project is handed over in all respect to AOA (Apartment Owner Association).The security will be refunded to the Allottee as per prevailing laws after the handover of entire project in all respect. The repayment of IFMS will start after 3 months of Handover of entire project in all respect.

**Maintenance Services:-**The maintenance of entire Group Housing Complex i.e. SCC Sapphire includes maintenance of total Towers/Blocks from A to F, its common area, utilities, day to day up keeping, gardening, cleaning, smooth supply of electricity and water, watch and ward security, power backup & repair and maintenance of daily equipments etc. The maintenance services will be done by the nominated agency appointed by the vendor until AOA is formed and after formation of AOA and handing over the charge to AOA the same shall be done by AOA only.

***\*That the maintenance of the project can only be transferred to the AOA after the physical possession starts in Block A &F.***

- E.** That the vendor has deposited all External Development Charges as per GDA norms for outer Development work/amenities like Road, Electricity, Sewerage and Water line etc and the same facilities shall be provided by the GDA/ authority concerned up to the Boundary of the Project. The Vendor Company has installed/carried out all above mentioned amenities within the boundary of the project. In case of in operation of above said services by concerned authorities, if alternative services are to be provided, then these will be provided by charging additional operative cost for the same by demanding proportionate cost from the vendee if so required.
- F.** That the Vendor has allotted residential dwelling units in the area forming part of the Group Housing Project to interested parties, according to the terms and conditions and under various Schemes.
- G.** AND WHEREAS the VENDEE has entered into a **ALLOTMENT LETTER dated** \_\_\_\_\_ with the VENDOR, whereby the VENDEE agreed to purchase a Free Hold dwelling unit, admeasuring approx. \_\_\_\_\_ sq. ft. Total area, being Residential **Unit/Flat no** \_\_\_\_\_ on the \_\_\_\_\_ **Floor in Block/Tower No.** \_\_\_\_\_ of the said Project, (detailed and described in **SCHEDULE-1**), hereinafter referred to as the 'Unit', subject to the Standard Terms and Conditions and the terms recorded in the said Allotment Letter.
- H.** The vendor has completed the entire construction of its project Phase-1 i.e. Block/Tower B,C,D & E and has got the Compounding as per the sanctioned site plan by depositing the compounding fee with GDA and has also got the Part Completion Certificate.
- I.** That the Vendee has confirmed to Vendor that he is entering into this deed with full knowledge of all Approvals, Approved Layouts & Approved Drawings, Drawings of on-going work (Block/Tower A & F) of the Project, the laws, rules, regulations, notifications, etc. applicable to the aforesaid Group Housing Project and is aware of the terms and conditions contained in this Deed. That he has clearly read and understood his rights, duties, responsibilities, obligations under each and every clause of this Deed.

- J. That the Vendor has provided the Vendee with an opportunity to inspect the title of the Vendor for the said Plot of Land, the Plans duly approved by the Competent Authorities/Agencies as well as the quality of construction at the said Project, prior to the Vendee agreeing to purchase the said Free Hold Unit/Flat and entering into the said Allotment letter. The Vendee has availed this opportunity and is fully satisfied with regard to the title of the Vendor as well as quality of construction and its right to allot/sell the Unit to the Vendee.

That as per the layout plan it is envisaged that the dwelling Units/Flats on all floors shall be sold as an independent dwelling with impartible and undivided share in the land area underneath the plot, as well as the passage, stairs and corridors, overhead and underground water tanks and other common facilities (if any). The Dwelling Unit(s)/Flat(s) are 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 Balcony by the Vendee (s). However the company shall have the right to explore the terrace in case of any change in the FAR, carry out construction of further apartments in the eventuality of such change in the FAR.

*(The Balconies cannot be covered due to the Fire Safety Regulations )*

- K. That the Vendee has seen all the documents of titles, possession and is satisfied about the authority vested in the company/vendor to sell the said Unit/Flat. The vendee has carried out the inspection of the building, the said dwelling Unit/Flat, the conditions and descriptions of all fixtures and fittings installed and/or provided therein, and has satisfied themselves as to the soundness of construction thereof. The common areas and facilities, the nature, scope and extent of benefit of undivided interest in the common areas and facilities in the complex has also been cleared to the Vendee.
- L. That the VENDOR relying on the confirmations, representations and assurances of the VENDEE to faithfully abide by law, the terms, conditions and stipulations contained in the Sale Deed, and in good faith is now willing to execute the Sale Deed to sell and transfer the said Unit/Flat on the terms and conditions appearing hereinafter.

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

1. THAT in pursuance of the terms and conditions as set out in the allotment letter and mutually agreed between the parties, the Vendor hereby sells and conveys to the Vendee and the Vendee purchases from the Vendor the said Free hold Unit/Unit/Flat, more particularly detailed in SCHEDULE- 1.

That in consideration of the Unit/Flat bearing No. \_\_\_\_\_ Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ Only) has been paid by the Vendee(s) to the Vendor (as per the payment schedule mentioned below)

S.No.	Mode of Payment	Cheque No.	Drawn On	Net Amount(RS)
1				
2				
3				

The Vendor hereby acknowledges the receipt of above mentioned payments.

The vendee(s) undertakes to pay such further amount, as he/she/they may be at any time hereto become liable to pay in terms of this sale deed.

The Unit/Flat includes right to use, (area not sold) of **One** \_\_\_\_\_ **Car parking**, provided 'Free of Cost' to the Vendee by the Vendor, which may or may not have been specifically incorporated therein. The Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee the said Apartment as more fully described in Schedule-I, 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 common areas & facilities of the building and along with all rights and easements whatsoever necessary for the enjoyment of the said apartment.

That Vendee knows and is aware that the Vendor has earmarked the space to install Mechanical Parking in limited common area and basements of Tower/Block A & F, in order to provide sufficient parking to all the Unit/Flat owner(s) as and when it will be required and vendee will have no objection for the same. Further the maintenance of the Mechanical Parking will be a part of the total common maintenance of the project and Vendee has no objection towards that as well.

2. That the consideration of sale amount of the above said Unit/Flat has been paid by the vendee and received by vendor in advance, on or before execution of this indenture. The vendor do hereby transfer by way of sale, the above said Unit/Unit/Flat. The aforesaid consideration is for the total area of the said Unit/Flat, as mentioned hereinabove, the total area comprises of the Carpet Area + Balcony Area + Cupboard Area + External Wall & Column Area of the Unit/Flat and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under stair cases, lifts, entrances, corridors and exit of the building, water supply arrangement and installations such as power, light, sewerage etc, and including all easement rights attached to the said Unit/Flat and parking facilities. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above including easement rights, right to carry out further construction in case of any change in the FAR, Swimming pool, open spaces, parking spaces (except which has been allotted) or public amenities, shopping centers, builder's office in stilt area and other facilities and amenities **will be the**

**sole ownership of the company**, who will have the authority to charge membership/ fee for such facilities and dispose of the other assets whatever stated above in "**SCC SAPPHIRE Project**" of the vendor company, built on free hold land pertaining to Khasra no. 1010,1011& 1012 of Village Noor Nagar, Pargana Loni, Tehsil & Distt. Ghaziabad situated at Village-Noor Nagar, Ghaziabad, U.P.

3. The Vendee has, of his own accord, paid all the dues towards cost of the Unit/Flat along with all the additional possession charges and the Vendor has received all the receivables. That at the time of execution of the sale deed, the Vendee will have satisfactorily taken the physical possession of the said Unit/Unit/Flat. The Vendee or his successor/representative etc. will make no claim upon the Vendor in any respect whatsoever (penalty, interest, paid amount etc.) at present or any time in future.
4. That physical and vacant possession of the said Unit has been handed over by the Vendor to the Vendee, absolutely and forever, and the Vendee acknowledges having taken over the possession of the same to his entire satisfaction complete in all respects without any defects or deficiency of any kind.
5. That the vendor hereby declares and assures the vendee that they are rightful owner of said Unit/Flat with full rights to deal with same. The vendor further assure, represent and covenant with the Vendee that the said Unit/Flat is now free from all encumbrances, charges, liens, lis pendens, attachments, trusts, prior agreements, whatsoever or howsoever and that there is no order of attachment by the Income Tax Authorities or any other Authority under any law for the time being in force, nor any notice of acquisition or requisition has been received in respect of the aforesaid Unit/Flat and the Vendor is absolutely and fully entitled to convey and vest the title of the said Unit/Flat in favour of the Vendee.
6. The vendee after inspecting the Unit/Flat has satisfied himself/herself/themselves about the quality of workmanship and materials used and have also satisfied themselves as regards the various heads against which money has been charged, and undertakes not to raise any dispute or claim against the vendor in respect thereof after execution of this sale deed.
7. That upon taking possession of Unit/Flat as detailed above, the vendee has no claim against the vendor as to any item of work, quality of work, measurements, specifications, facilities, amenities, materials, area of Unit/Flat, installations, cost etc, in said Unit/Flat or any other ground whatsoever as the vendee has taken the possession of the above Unit/Flat after satisfying himself/ herself in all respect.

8. The Vendee's right to use and occupy the Unit/Flat shall be in accordance with and subject to the provisions of the Standard Terms and Conditions of Allotment and Byelaws and to such other rules and regulations as the Vendor may frame from time to time in all respect. The Vendee shall execute the Byelaws cum Maintenance Agreement for the maintenance of day to day services with the Vendor or its designated maintenance agency after taking possession. This shall form a part and parcel of this Sale Deed and violating the terms and conditions of these agreements shall invite cancellation of both deeds/agreements notwithstanding the fact that breach has been committed by the Vendee in one of these agreements only. Notwithstanding anything to the contrary contained herein, the Vendee shall be subject to adhere with all amendments made by the Vendor or by the Maintenance Agency to the Byelaws from time to time.
9. The Vendee shall indemnify and hold harmless the Vendor from and against any damages, direct or indirect, including without limitation, to reasonable Attorney's fees and court costs, incurred by the Vendor as a result of the noncompliance of any of the provisions of the Byelaws & Maintenance Agreement by any persons claiming under the Vendee, or any other expense related to any kind of litigation or expense incurred due to any default of the Vendee.
10. That the Vendor hereby transfer to the Vendee undivided and imparable proportionate share in the land underneath the building in the same ratio which the total area of his Unit/Flat bears to the total area of all the premises.
11. That the said Unit/Flat shall be used only for residential purposes and no commercial activities shall be carried from the said premises. The Vendee shall not use the said Unit/Flat for such purposes which may or is likely to cause nuisance or annoyance to occupants of other Units/Unit/Flats in the said Group Housing Project. The vendee shall not use his Unit/Flat for any illegal or immoral purpose, he will not do or cause anything to be done in or around the said premises which may tend to cause damage to any wall ,flooring or ceiling whatsoever of any premises above, below or adjacent to the Unit/Flat or in any manner interfere with the use of spaces, passages, corridors or amenities available for common use.
12. The Vendee shall be liable to pay house-tax/property-tax, fire fighting tax or any other fee, cess or tax as and when levied by a Local Body or Authority and so long as the said Unit/Flat of the Vendee is not separately assessed to such Taxes, Fee or Cess. The same shall be paid by the Vendee in proportion to share which the total area of his Unit/Flat bears to the total area of the Group Housing Project. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its Nominee or any other Body or Association of Apartment Owners whether levied retrospective or prospective.

13. The Vendee has confirmed and assured the Vendor that he is in full agreement with the provisions of this Sale Deed in relation to Uttar Pradesh Apartment(Promotion of Construction, Ownership and Maintenance) Rules, 2011 and shall comply with the provisions of the said Act and the Rules and Regulations made there under; or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter the matter of builder and buyer as & when applicable from time to time.,
14. The Vendee agrees and undertakes that the Vendee shall become a member of Apartment of Owners Association as may be formed and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Vendor for this purpose as and when the association is formed.
15. That the Vendor hereby assures, represents and covenants with the Vendee as hereunder:
  - (a) That the Vendee shall be entitled to the following rights in common with the other occupants/owners of the other units/Unit/Flats in the said Group Housing Project, which shall be subject to rules and regulations made by the Vendor and/or the maintenance agency appointed by the Vendor:
    - (i) common right and liberty of the Vendee and all persons authorized or permitted by him, for all lawful purposes to use the corridors, lobbies, staircases, fire escapes and entrances and exits for ingress to and egress from the said Unit/Unit/Flat;
    - (ii) the right to sub-adjacent and lateral support and shelter and protection from the foundations, columns, girders, beams, supports, main wall and from the sides and roof of the aforesaid Unit/Unit/Flat;
  - (b) That notwithstanding anything contained herein or elsewhere, it has been clearly understood and agreed to by and between the Parties that the maintenance of common areas/facilities, supervision and services to the **entire** Group Housing Project from Tower/Block A to F shall be undertaken and handled by a maintenance agency appointed/nominated by the Vendor from time to time and thereafter on formation of AOA , the same shall be appointed/nominated by AOA (hereinafter referred to as the “Maintenance Agency”). The Vendee hereby has consented and will execute the maintenance agreements as and when required as guided by the Vendor or its designated Maintenance Agency. The proportionate monthly charges, by whatever name called, shall be borne by the Vendee and the purchasers /occupants of individual units of the area, as may be fixed/applicable from time to time. The Vendee shall be entitled to use all common passages and common facilities in connection with the use and occupation of the aforesaid Unit subject to the payment of such charges,

which may be levied from time to time by the Maintenance Agency to be appointed by the Vendor/AOA.

16. That the Vendee has specifically and unambiguously agreed that the sale is subject to various restrictions, limitations, etc. The Parties herein have mutually agreed that:

- (a) the entire plot of land on which the aforesaid Group Housing Project of dwelling units/Unit/Flats is constructed, the superstructure constructed thereon and infra-structural facilities provided therein shall remain under the possession, control and management of the Vendor and/or the Maintenance Agency (nominated or appointed by the Vendor/AOA) and the owner/occupants of the individual Units/portions/spaces shall be bound by the rules and regulations made by the Maintenance Agency for the better enjoyment of the building. A separate maintenance agreement will be executed between the Vendee and the Vendor and/or the Maintenance Agency in this regard. The said maintenance agreement shall, inter alia, exhaustively define the scope of maintenance of various services and facilities and the charges payable by the Vendee in respect thereof.
- (b) save and except the said Unit/Unit/Flat, the Vendee shall have no claim, right, title or interest of any nature or kind over any open spaces, common areas/facilities/equipment/infra-structure, lobbies, stair-cases, lifts, terrace-roof (terrace-roof shall always remain the exclusive property of the Vendor). However the Vendee shall have right to enjoy the mere use of open spaces, common areas/facilities/equipment/infra-structure, lobbies, staircases, lifts, without claiming any other right thereon;
- (c) the Vendor shall always have the right to make additional structures, as may be permitted by the competent authorities and such additional space/areas/ structures shall be property of the Vendor, who shall have unfettered rights inter-alia to dispose off all or any part thereof, without any interference from the Vendee (individually) or collectively by one or more purchaser(s) /occupant(s) of the other units/Unit/Flats in the aforesaid residential complex;
- (d) The Vendee shall use their car parking space only for the purpose of parking a vehicle and for no other purpose and shall not make any construction on the space provided for car parking or create obstruction of any kind in or around the car parking space, which may hinder the movements of the vehicles. The Maintenance Agency shall have the right to change the location of the facility for car parking at any time provided that the car parking space is not reduced and is within the premises of the Group Housing project under consideration. Further, it is clarified that the Vendee shall not be entitled to use or encroach upon any un-allotted car parking space or to park its vehicle at any other area within the

housing complex. However, the Vendee will be exclusively entitled to use the car parking space allotted to him without any interruption, hindrance on the part of Vendor;

- (e) The Vendor shall be entitled to connect the electric, water, sanitary, power backup, air conditioning and drainage fittings on the additional structure(s) with the existing electric, water, sanitary, generator based power back up, air conditioning and drainage sources. Further, the terrace of the building including the parapet walls, shall always be the property of the Vendor and the agreements with the Vendee and/or with the other Vendees/buyers/purchasers of the Units/Unit/Flats in the said building shall be subject to the aforesaid rights of the Vendor, who shall be entitled to construct and use the said terrace and the parapet walls for all purposes as it may deemed fit and proper. The Vendee shall not be entitled to raise objection or make any claim or claims of any reduction in the price of the said Unit agreed to be acquired by the Vendee and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever;
- (f) the Vendor and/or Maintenance Agency shall have the right to insure and keep insured the structure of the building and its assets, machineries and equipment etc. against such risks as the Vendor and/or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Vendee in proportion to the area of the said Unit/Flat purchased by him vis-à-vis premium payable by the Vendor and/or Maintenance Agency for the building. The contents, fixtures and fittings installed within the aforesaid Unit shall, however, be insured by the Vendee/occupier at its own cost;
- (g) the Vendee or anyone claiming under or through Vendee shall not make any changes to the exterior of the aforesaid Unit/Flat other than in the manner agreed with the Vendor /Maintenance Agency or AOA or in the manner in which the exterior was previously painted/decorated. Further the Vendee shall not close the verandas, lounges, balconies, common passage and common corridors even if a particular floor(s) is occupied by the same party/Vendee. The Vendee shall not make any alterations in any elevation and outside colour scheme of the exposed walls of the verandas, lounge or any external walls or both the faces of external doors and windows of the aforesaid Unit/Flat which in the opinion of the Vendor and/or Maintenance Agency or AOA differ from the colour scheme of the building;
- (h) The building shall always be known as “**SCC SAPPHIRE**” and shall never be changed by Vendee and/or jointly by the Vendee/owner of the other Units in the said Building;

- (i) the Vendee (or its nominee/tenants) shall not display or be permitted to display name and address of the occupant of the aforesaid Unit/Flat at any place(s), other than beside the entrance door of his Unit/Flat or as may be permitted by the Maintenance Agency/ AOA. The Vendee shall not put up any name or sign board, publicity or advertisement material on the external face of the building or anywhere in the common areas without the prior approval of the Vendor/ Maintenance Agency/AOA in writing. All advertising rights in the entire building including the right to use of terrace and roof, outside the boundary wall of the said building, its peripheries exclusively vest with the Vendor;
- (j) the Vendee hereby covenants to keep and maintain the aforesaid Unit/Flat, periphery walls, partition walls and sewers, drains, pipes and appurtenances thereto or belonging thereto in the same good tenantable repair, state, order and condition in which it has been delivered to the Vendee, so as to support, shelter and protect all parts of the building other than the said Unit;
- (k) nothing contained in these presents shall, however, be construed to confer upon the Vendee the rights, title or interest to grant, lease, demise or assign in the said plot upon which the said Building is constructed or in the rest of the building, except the aforesaid Unit/Flat and the proportionate, undivided, imitable rights relating thereto in the land underneath;
- (l) all the transferees of the Vendee's interest in the said Unit/Flat hereby being sold shall always be bound by the terms and conditions of this Sale Deed and shall adhere and conform to the provisions of the Maintenance Agreement executed by the Vendee;
- (m) furthermore, if the Vendee defaults in making payment of the amount due and payable toward maintenance charges as above for its proportionate share of the maintenance charges, its share of proportionate charges for the sinking fund (if demanded) to provide for replacements in the said building, then the Maintenance agency/AOA shall, after giving Seven (7) working days notice, be entitled to lock-up/stop/ disconnect/ discontinue any or all the facilities/services to the aforesaid Unit/Flat, till such time that all the above dues are paid in full.

This right of the Maintenance Agency/AOA shall be apart from the right to recover the charges with minimum interest of 18% p.a. from the Vendee and/or from the occupier of the said Unit/Flat from out of the rent payable to the Vendee through the process of court or otherwise. Besides the Vendee undertakes to pay caution money/security deposit for payment of common outgoing/maintenance charges/sinking fund charges which will not bear any interest.

In addition, the Vendee will deposit the amount asked for creation and maintenance of Sinking Fund whenever it is demanded by present Maintenance Agency and thereafter by AOA. The sinking fund shall be used for incurring capital expenditure/replacement of high value utilities only.

- (n) if there is any additional levy, rate or charge of any kind attributable to the said building as a consequence of Government, Statutory or any other Local Authority(ies) orders, the same, if applicable, shall also be paid by the Vendee on pro-rata basis;
  - (o) It is expressly understood that the internal security of the said Unit/Flat and the men/materials kept therein and their safety shall be the sole responsibility of the Vendee and the Vendor/Maintenance Agency shall in no way be concerned or liable for the same.
17. That subject to the Vendee observing and performing the terms and covenants contained herein, the Vendee shall have the absolute right to hold, use and enjoy the said Unit/Flat hereby sold, in any manner without interruption or hindrance whatsoever from the Vendor or any person or persons claiming under, for or on its behalf.
  18. That the terms and conditions of the Allotment letter to the extent not specifically stated in this Deed and to the extent applicable shall continue to be binding upon the Vendee and accordingly the Vendee and its successors and occupants shall always adhere to the same, as if the same are specifically incorporated and recorded herein.
  19. That the Vendee may assign, transfer, lease or part with the possession of the said Unit/Flat hereby sold with the prior consent of the Vendor/ Maintenance Agency/AOA subject to Vendee paying all dues in all respect, the consent for which shall not be unreasonably withheld. In such an event, it shall be the responsibility of the Vendee to continue to pay any charges pertaining to the said Unit/Flat or whatsoever nature payable under this Sale Deed. The Vendee shall also not sub-divide the said Unit/Flat in parts without the prior consent of the Vendor.
  20. That the Vendee and his successors can get the aforesaid Unit transferred and mutated in their own name as owner in the concerned authority on the basis of this Sale Deed or its true copy without any further act or consent of the Vendor.
  21. That the stamp duty, registration fee, and any other expenses of this Sale Deed, whether present or in future, as applicable on the date of registration will be borne by the Vendee.
  22. That vendee will be responsible to pay for any taxes, fees, duty etc. applicable by any Authority/Government in future after taking possession of the Unit/Flat.

23. That the rights and obligations of the parties under or arising out of this deed shall be construed and enforced in accordance with the laws of the land as amended from time to time.

- (a) 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 "**SCC SAPPHIRE**" Block \_\_\_, 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 or transferred / sold to any other person.
- (b) That all common facilities shall be for common use for all the Unit/Flat owners/ occupants all Blocks/Towers from Block A to F and no allottee shall bring any action for its individual use, partition or division of any part thereof. The common area in front of Convenient Shops shall be used by the shop owners as well. The possession of these facilities shall vest with the vendor.
- (c) The terraces, roofs, parapet walls, stilt/ground floor, basements, swimming pool, shopping centres, builder's office, commercial building and other space under stilt floor and all open space in front of Free Hold dwelling unit shall continue to be property of vendor and who shall be entitled to use them for any purpose whatsoever. Any Unit/Flat owner or association of Unit/Flat owners will not be allowed for any type of encroachment/construction or claim on the above said areas.
- (d) the Unit/Flat owner/ association of the Unit/Flat owners will not be allowed for any type of encroachment/construction in the entire complex including Roads, lobbies, Roof etc.
- (e) The Vendee consents that he/she/they will have to allow sweepers/maintenance staff to enter in his Unit/Flat/duct etc, for cleaning/maintenance/repairing of the pipes/leakage/seepage in his Unit/Flat or any other Unit/Flat.
- (f) The vendee consents to pay for repairing any damages in the toilets/bathrooms/any other part of the other Unit/Flat caused due to his negligence or wilful act. The vendee will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his negligence or wilful act.

The Vendee shall not, in any manner whatsoever, encroach upon any of the common areas, limited common areas and facilities and independent areas **both in Convenient Shop areas & Residential 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 Convenient Shop or on Car Parking space(s) or on any common areas within the Building or within the Complex and such construction/encroachment shall be liable to be removed at his/her/their own cost.

The vendee hereby confirms that the declared independent areas and facilities viz commercial spaces are at the disposal of the developer and he may sell the same with or without construction wholly or in part to any purchaser and the vendee shall not raise any objection / interference in any manner in connection therewith either in person or form association. All such liquidated loss(es) /damages suffered due to wrong act of the allottees/ association will be liable to be paid by defaulting allottees/ association to the developer.

24. The maintenance, upkeep, repairs, securities etc, of the building including common lawns of the building/complex will be organized by the Maintenance Agency/AOA with the Vendee. The vendee will sign the maintenance agreement with the vendor or its nominated company/Agency, shall pay maintenance charges which will be fixed by the vendor/maintenance agency from time to time and service tax or any other tax if imposed by the Govt, local body or any competent authority. And delay in payment will make the vendee liable for interest @18% per annum.
25. In case vendee/association of Unit/Flats buyers want to take over the maintenance of the complex at any time then firstly the said agreement will be cancelled by each owners. Vendor will hand over the same to them provided 33% of the total Unit/Flats owners have consented for the same in writing and the possession of Block/Tower A & F has started. In such case the following will be handed over to the new maintenance body/association of owners:-
  - (a) All existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipment with motors and motor room.
  - (b) Single point distribution systems with all facilities & liabilities. The right to increase/decrease the grid load shall always remain with the vendor
  - (c) Security gates with intercom, lift rooms at terrace without terrace right.
  - (d) Power Back up facilities with all equipment and infrastructure thereto. The right to increase/decrease the DG load shall always remain with the vendor.

Note:- Open space in the front of Free Hold dwelling units club, party halls, basements and swimming pool with changing rooms, unsold parking, commercial space, Play & Kids School, Terrace etc, will remain the property of the Vendor. Maintenance of all the above said areas/properties will always be done by the Maintenance Agency and after handover, by the Apartment Owner Association.

26. That the vendee shall comply with and carry out and abide by all laws, byelaws, rules, regulations requisitions demand of GDA/Nagar Nigam, Ghaziabad and the vendee shall attend, answer the demands and carry out the rules and regulations at their own cost and be responsible for all deviations, violations or breach thereof and shall also observe and perform all terms and condition contained in this deed.
27. 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 vendee of Unit/Flats shall however be entitled to their proportionate share in the land/plot.
28. That the photographs of the said property is being produced by the Vendee and for which Vendee shall be liable and responsible in all respect and this Sale Deed is being prepared as per documents provided by the Vendor/Vendee and full awareness of the Vendee. That the Vendee, has visited his Unit/Flat and has also gone through all the clauses in this Sale Deed.
29. That in case of any dispute in regard to any problem in respect of Unit/Flat or terms and condition of the contract, the same shall be first resolved between the parties amicably with their mutual exchange of dialogs & by coming to a mutual understanding but if the same is not resolved despite of mutual understanding, the same shall be referred to an Arbitrator duly appointed by the Chairman of the company as per the provision of Arbitration and Conciliation Act, 1996 as amended till date and the decision of the Arbitrator and or Empowered shall be final and binding on all the parties.
30. That the stamp duty is paid according to the district magistrate circle rate list code no. 0301. Rain water harvesting system is operational in above said group housing.

Note:-

1. The map of the above said Unit/Flat has been annexed.

## ***SCHEDULE- I***

### **DETAILS OF PROPERTY UNDER SALE**

**Building** : **SCC SAPPHIRE**

**Total Area** : \_\_\_\_\_ Sq. ft (i.e. \_\_\_\_\_ Sq. Mtr )

**Covered Area:** \_\_\_\_\_ Sq. ft (i.e. \_\_\_\_\_ Sq. Mtr)

**Unit No** : Free hold Unit No/ Unit/Flat No. \_\_\_\_\_

**In Block- \_\_\_\_\_ of SCC SAPPHIRE**

**Floor** : \_\_\_\_\_ Floor

**Unit/Flat No.** \_\_\_\_\_ **Block** \_\_\_, **on** \_\_\_\_\_ **Floor**, having a total area admeasuring \_\_\_\_\_ sq.ft and covered area of \_\_\_\_\_ Sq. Mtr. (referred to as "UNIT/UNIT/FLAT") along with undivided proportionate share in the land only underneath the building on which the Unit/Flat is located calculated in ratio, which the Total area of the Unit/Flat bears to the total area of all the Unit/Flats in the said building known as "**SCC SAPPHIRE**" **Block** \_\_\_, for a total consideration of **Rs.** \_\_\_\_\_/- which includes cost of Unit/Unit/Flat.

### **BOUNDRARIES OF PLOT :-**

**EAST** : OTHER LAND

**WEST** : OTHER PROJECT

**NORTH** : 30MTRS WIDE ROAD

**SOUTH** : OTHER LAND

IN WITNESS WHEREOF, the Parties hereto have executed these presents on the day, month and year first above written.

**WITNESS:**

SIGNED, SEALED AND DELIVERED BY

**M/s S.C.C. BUILDERS PVT. LTD**

1. Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Vendor  
(Authorized Signatory)

SIGNED SEALED AND DELIVERED BY

2. Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Vendee

Drafted by-

DRAFT