

DRAFT OF SALE DEED

THIS SALE DEED is executed at Ghaziabad, on this ____ day of _____, 201____,

BY AND BETWEEN;

1. _____, a company incorporated under the provisions of Companies Act, 1956, having its Registered Office at _____, through its Authorized Signatory _____, duly authorized and appointed vide Board's Resolution dated _____, hereinafter referred to as "**Vendor**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the **ONE PART**.

AND

2. **SH.** _____ **S/O** _____ **R/O** _____, hereinafter referred to as "**Vendee**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, legal representatives and assigns, of the **OTHER PART**.

WHEREAS:

- A. The Land admeasuring 20,540.96 Square Meters, comprising of Free Hold Land being part of Khasra No. 1239, 1249, 1250, 1266 & 1267 in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.) has been referred to as "**Said Land**", on which the Said Project or Said Complex has been developed in the name of "**Ajnara Fragrance**" by Ajnara under PMAY (i.e. Pradhan Mantri Awas Yojana) as per the Plan approved by the Governmental Authority comprising of residential Apartments/Units, Shops, EWS Units, Club/Community Hall, School and other Buildings etc. (hereinafter referred to as "**Said Project**" or "**Said Complex**"). The ownership of the Said Land has been acquired by the Vendor vide various separate sale deeds as mentioned here under:
- (i) The Vendor purchased the land admeasuring area 551.82 sq.mtrs. in Khasra No. 1250 in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.) from M/s Man Mohan Buildtech Pvt. Ltd., A-15, Nizamuddin West, New Delhi, registered office 148/A1, Cabin No. 4, Kilokari, Opp. Maharani Bagh, New Delhi-14 vide Sale Deed registered on 18.04.2013 in Book No. 1 in Vol. No. 7017 on Pages No. 21 to 94 at Serial No. 5929 in the office of Sub-Registrar-II, Ghaziabad.
 - (ii) The Vendor purchased the land admeasuring area 15430 sq.mtrs. in Khasra No. 1239 and 1249 in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.) from M/s

Pheasant Infrastructure Pvt. Ltd., having its registered office 1204, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi-110001 vide Sale Deed registered on 09.07.2013 in Book No. 1 in Vol. No. 7346 on Pages No. 279 to 308 at Serial No. 10458 in the office of Sub-Registrar-II, Ghaziabad.

- (iii) The Vendor purchased the land admeasuring area 276 sq.mtrs. in Khasra No. 1250 in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.) from Sh. Lakhiram S/o Sh. Harkesh R/o 38, Makarmat Pur, Sikroad, Pargana Jalalabad, Tehsil & District Ghaziabad vide Sale Deed registered on 11.03.2015 in Book No. 1 in Vol. No. 9412 on Pages No. 167 to 202 at Serial No. 3007 in the office of Sub-Registrar-II, Ghaziabad.
- (iv) The Vendor purchased the land admeasuring area 1396.482 sq.mtrs. in Khasra No. 1250 in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.) from M/s Rani Shakti Roller Flour Mills Pvt. Ltd., having its registered office 1204, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi-110001 vide Sale Deed registered on 03.05.2013 in Book No. 1 in Vol. No. ____ on Pages No. ____ to ____ at Serial No. ____ in the office of Sub-Registrar-II, Ghaziabad.
- (v) The Vendor purchased the land admeasuring area 3365 sq.mtrs. in Khasra No. 1266 and 1267 in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.) from M/s Rani Shakti Roller Flour Mills Pvt. Ltd., having its registered office 1204, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi-110001 vide Sale Deed registered on 03.05.2013 in Book No. 1 in Vol. No. 7075 on Pages No. 359 to 604 at Serial No. 6800 in the office of Sub-Registrar-II, Ghaziabad.
- (vi) The Vendor purchased the land admeasuring area 6020 sq.mtrs. in Khasra No. 1266 and 1267 in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.) from M/s N. R. Buildcon Pvt. Ltd., having its registered office at 148, A/1, Cabin No. 4, Kilokari, Opp. Maharani Bagh, New Delhi-14 vide Sale Deed registered on 22.07.2013 in Book No. 1 in Vol. No. 7414 on Pages No. 191 to 216 at Serial No. 11334 in the office of Sub-Registrar-II, Ghaziabad.

It is noteworthy to mention here that out of the total land area admeasuring 27039.3 sq.mtrs. acquired by the Vendor vide abovementioned sale deeds, some area had gone for zonal/municipal roads etc. before launching of the Said Project and thereafter a net area of Land admeasuring 20,540.96 Square Meters is the Land Area on which the Said Project has been developed as per approved plans which has been defined as 'Said Land'.

- B. Thus the Vendor is the owner of the Said Land admeasuring 20,540.96 Square Meters as mentioned above, situated in the area of Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad

(U.P.) (hereinafter referred to as **"Said Land"**), by virtue of various Sale Deeds fully referred above.

- C. The Said Project/Complex named as "Ajnara Fragrance" by Ajnara under PMAY (i.e. Pradhan Mantri Awas Yojana) situated at Khasra No. 1239, 1249, 1250, 1266 & 1267 in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District- Ghaziabad (U.P.), has been developed by M/s Ajnara India Limited (i.e. a company registered under the Companies Act, 1956 having its Regd. Office at 502, 5th Floor, Sachdeva Corporate Tower, Plot No. 17, Karkardooma Community Centre, Delhi-110092 having CIN (Corporate Identification Number) as U01111DL1991PLC046358 and Goods & Service Tax (G.S.T) No. as _____ and PAN: _____) (hereinafter referred to as **"Developer"**) on the Said Land admeasuring 20,540.96 Square Meters. In pursuant to arrangements and understandings interse between the Company and the Vendor/Land Owners, the Developer is inter-alia entitled to develop the Said Project, advertise and market the same, book and allot the Apartments/Shops/Units constructed/to be constructed in the Said Project and to receive money(ies), give receipts, cause conveyance/ sale deed executed through itself and/or the Vendor/Land Owners and also cause other required documents etc. executed in this regard. After obtaining sanctioning of building plans from GDA, the Developer developed the Said Land by developing and constructing thereon the **Said Project/ Complex**, comprising of residential Apartments/Units, Shops, EWS Units, Club/Community Hall, School and other Buildings etc. along with other common services and facilities being part of the Said Project/ Complex, in accordance with the sanctioned building plans.
- D. The Vendee was allotted the **Apartment bearing No. _____, on _____ Floor** (herein **"Said Apartment"**) **in Tower- _____, (herein "Said Building")**, together with usage rights of **One _____ Car Parking Space** in the Said Complex alongwith undivided and impartible proportionate share in the land underneath Said Building and undivided proportionate share in the common areas of the Said Building including all easementary rights attached thereto alongwith rights of use of common areas and facilities earmarked for common use for all occupants within the Said Complex, for an agreed consideration and on payment of other charges and in accordance with the terms and conditions of allotment.
- E. The Vendee has been provided by the Vendor with all the relevant information, documents, building plans and such other credentials with respect to its rights, title and interest and its competency, facilities and basic infrastructure provided in the Said Building. The Vendee has confirmed that he has examined the said documents, building plans etc., and is/are fully satisfied in all respects with regard to the rights, title and interest of the Vendor in the Said Building/Said Complex and has also understood all limitations and obligations of the Vendor in relation thereof. The Vendee herein thus has relied solely on his own judgment and investigation while deciding to seek allotment of the Said Apartment. There has never been any investigation or objection by the Vendee in this respect after the allotment of the Said Apartment by the Vendor, and as such, pursuant to the allotment, the Vendee is now entering into this sale deed for the Said Apartment.

F. For the purposes of this Sale Deed, "Common Areas and Facilities", "Limited Common Areas and Facilities" and "Independent Areas" are defined as under:

(a) "Common Areas and Facilities" means and includes:

- i. The Land on which the Said Building/Tower is located and the land in common use within the Said Complex/Project and all easements, rights and appurtenances belonging to the Said Land and the Said Building/Tower and Said Complex/Project.
- ii. The foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, lobbies, stairs, stairways, fire-escapes, projections, common toilets, and entrances and exits of the Said Building/Tower and Said Complex/ Project.
- iii. Park/garden and community center in Said Complex/Project.
- iv. The premises for the lodging of the janitors or persons employed for the management of the Said Complex/Project.
- v. Installations of common services, such as, power, light, water and sewerage etc.
- vi. The elevators, tanks, pumps, motors, compressors, expressers, fans, cable pipe line (if provided for TV, gas etc.), 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.
- vii. Circulation areas, services areas including but not limited to machine rooms, overhead water tanks etc., architectural features, if provided and security control rooms.
- viii. All other parts of the Said Building/Tower and Said Complex/ Project necessary or convenient to its existence, maintenance and safety or normally in common use.
- ix. The Vendee will be entitled to use the Common Areas and Facilities within the Said Building/Tower and Said Complex/ Project subject to covenants and timely payment of Maintenance Charges and all other applicable dues. However, such generally Common Areas and Facilities earmarked for common use of all occupants shall not include the reserved parking space individually allotted to the respective occupants for their exclusive use.

(b) "Limited common areas and facilities" means those Common Areas and Facilities within the Said Building/Tower and Said Complex/Project earmarked/reserved including Open/Stilt/ Basement parking spaces, storages etc. for use of certain Apartment(s)/Unit(s) to the exclusion of the other Apartments/ Units.

All other common areas and facilities, which are not included hereinbefore in Common Areas and Facilities, shall be treated as limited common areas and facilities and shall be reserved for use of certain flat or flats to the exclusion of other flats. as well as independent areas which may be sold by vendor without the interference of other flat owner(s).

- (c) "Independent Areas" mean the areas which are not included as common areas for joint use of Apartments/Units and may be sold/leased by the Vendor without the interference of other Apartments/Units owners.

- G. The Vendee, since has paid the total agreed consideration of the Said Apartment/Unit, the Vendor, by virtue of this sale deed, is transferring and conveying the Said Apartment, in favor of the Vendee, 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 Rs. _____/-(Rupees _____ Only), the detail of payment are as under:-

which consideration is already paid by the Vendee, the receipt whereof the Vendor hereby acknowledges and admits before the Sub-Registrar, Ghaziabad, and in consideration of the undertaking of the Vendee to pay such further amount, as he/she/they 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, as referred hereinabove, which may or may not have 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 Said Building and the undivided proportionate share in the common areas of the Said Building and alongwith all rights, privileges and easements whatsoever necessary for the enjoyment of the Said Apartment together with the right to use **One _____ Car Parking Space** in limited common areas and facilities, specifically earmarked in the Said 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, legal heirs, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter contained and each of them.

2. The Said Apartment 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 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.
3. The vacant and peaceful possession of the Said Apartment hereby sold has been delivered by the Vendor to the Vendee and the Vendee has taken possession of the same, after physical inspection of the Said Apartment, and after having satisfied himself about the quality, specifications and extent of construction, super area, facilities and amenities and design of the Said Apartment and undertakes not to raise any dispute hereto after in connection therewith individually or collectively.
4. In case the Vendee has availed loan facility from his employer or financing bodies to facilitate 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 alongwith interest / penalty accrued thereon or any default in re-payment thereof.
5. For computation purpose the Super Area of the Apartment means the entire area enclosed by its periphery walls including area under walls, columns and half area under walls common with other Apartments/Units of the Said Tower/Building and area of cupboards, plumbing shafts, windows, projections, pergolas, lofts and balconies with the Said Apartment plus proportionate share of area utilized for Common Areas and Facilities in the Said Building/Tower and Said Complex/Project, overhead and underground water tanks, guard room, mumty, pump room, electric substation, lifts at all levels etc. in the Said Building/Tower and Said Complex/ Project. The Carpet Area of the Apartment means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

6. The Vendee gets exclusive possession of the Carpet/Covered/built-up area of the Said Apartment. The Vendee shall also have undivided proportionate share in the common areas and facilities within the Said Building and shall use such common areas and facilities harmoniously with other occupants of the Said Building without causing any inconvenience or hindrance to any of them. The Vendee 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 Building and of the Said Complex shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.
7. 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 and of ingress and egress over common areas within the Said Complex, which may be within or outside the foot print of the Said Building, all rights and interests in all un-allotted / unsold areas in the Said Building / Said Complex, open spaces, roofs / terraces of Said Building, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the Vendor and the Vendor 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 Vendor may deem fit in its sole discretion.
8. The Vendee shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.
9. The Vendee shall not cover or construct any structure in around, above or below or encroach upon the covered / open parking space specifically earmarked for the use of the Said Apartment. It is so understood and made clear that the parking space, earmarked for the use of the Said Apartment, 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 same. Whenever, the Said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously.
10. The Vendee shall abide by and observe all the conditions, terms and covenants of the sale deed, approvals governing the Said Building / Said Complex, rules framed by the Vendor and all laws, bye-laws, rules and regulations stipulated by GDA 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 flats in the Said Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.
11. 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 hereto after by reason of any act or default or omission or commission on the part of the Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the Said Apartment hereby conveyed to the Vendee on account of any defect in the title of the Vendor, the Vendor shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Apartment by the act of default, omission or commission of the Vendor and make good the losses suffered by the Vendee thereby, and in such case, the Vendee shall have no right to claim any compensation, interest or penalty or right in any other property in the Said Complex.

12. No parking of car/vehicle is allowed inside the Said Complex except to those Vendees, who have the reserved car parking space allotted to them. Two wheeler, scooter, motor cycle, cycle or any vehicle will be parked within same parking space allotted to the Vendee; no other place will be provided/allowed for the same. The Vendor also reserves its right to allot the un-allotted parking spaces in future after handing over the maintenance of the Complex to the Residents Welfare Association of owners/allottees of the apartments. Any Welfare Association of Residents or of the owners/occupiers of the apartment etc. shall not have any right over the un-allotted parking spaces.
13. The Vendee has 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 allotment, referred herein-above. However, if any additional charges, levies, rates, taxes, cesses, metro cess, Labour Cess, demands etc. including GST, VAT/Works Contract Tax, development charges for the provision of peripheral and / or external services or for any other reason attributable to the Said Apartment/Said Building/Said Complex/Said Land are charged, imposed or levied by any Government or Statutory Authority in future retrospectively or otherwise, then the same 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. The Vendee, however, agrees and undertakes to pay any such charges, taxes or levies, if charged, imposed or levied, and in the manner demanded by the Vendor/Developer.
14. That the Vendor has nominated Maintenance Agency to upkeep, operate and maintain the common services and facilities provided in the Said Building/Said Complex till such time, the Apartment Owners Association (herein "**AOA**") is formed and registered in a lawful manner and these services are taken by such legally formed and registered AOA. The Vendee has agreed and undertaken to enter into and to execute a Maintenance of Common Services Agreement (herein "Maintenance Agreement") with the Maintenance Agency, which shall inter alia contained the provisions regarding the manner of payments and consequences of default/delay in making payment of maintenance

charges. The Vendee has undertaken to deposit with the Maintenance Agency an Transferable Interest Free Maintenance Security (herein "TIFMS") and also pay Advance Maintenance Charges (AMC) towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges etc. The TIFMS shall be refundable in terms of the arrangement mentioned in the Maintenance Agreement.

15. The Complex Maintenance & Management shall be handed over to Apartment Owners Association after the expiry of stipulated period as mentioned in the Maintenance Agreement or earlier as the case may be. However, in case such Apartment Owners Association is not formed, Maintenance Agency may continue to provide maintenance and management services of the Said Complex provided the Vendee pays the maintenance charges/Capital Equipment Replacement and Repairs Fund as may be mutually agreed at that stage. The Vendee promises, agrees and undertakes to become member of such Apartment Owners Association and to pay membership fee on its constitution / formation as per bye-laws.
16. The Maintenance Agreement, shall inter-alia contain the provisions, as under;
 - (i) Maintenance Agency shall have right to enhance TIFMS and the maintenance charges annually.
 - (ii) In the event of delay of payment of Maintenance charges, by the Vendee, interest shall be charged for the period of delay.
 - (iii) In case of failure of the Vendee to pay the maintenance bill, other charges on or before the due date, the Vendee shall authorize the 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 within the Said Complex.
 - (iv) The Maintenance Agency may also, apart from other remedies open to it, restrict or object to the transfer of the Said Apartment by the Vendee.
 - (v) The Maintenance charges and the consumption of electricity to the Said Apartment and the charges payable on account of Power backup, shall be paid by the Vendee through pre-paid meters. Supply of power backup/ electricity may be disconnected, and maintenance services may be stopped to the Said Apartment, in case of default by the Vendee in payment of these amount.
17. The Vendor has provided power back-up system to each Apartment and to the common services/facilities in the Said Building/Said Complex. 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 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 Maintenance Agency failing which supply of electricity through mains or power back-up can be discontinued by Maintenance Agency.

18. The maintenance of the Said Apartment including all walls and partitions, sewers, drains, pipes, attached lawn and attached 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 may damage any part of the Said Building, the staircases, shafts, common passages, adjacent flat/s etc. or violates the rules or bye-laws of the Local Authorities or the Apartment Owners Association.
19. The Vendee is not permitted to use the central green lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties etc. If any common space is provided in the Said Complex/Community Hall/Club for organizing meetings and small functions, the same may be used by the Vendee on payment of such charges as may be fixed by the Vendor/ Maintenance Agency from time to time.
20. The Vendor shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the flat of the said Vendee or other flats / Common Areas of the Said Building/Said Complex. The Vendee shall keep Maintenance Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency, the Vendor and other apartment owners of the Said Building or their family members or any other persons or their properties in this regard.
21. The existing use of the Said Apartment is residential and the Vendee undertakes to use the Said Apartment for residential purpose only. The Vendee shall therefore not use the Said Apartment conveyed herein for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to the Vendor and owners/occupants of other flats in the Said Building/Said Complex.
22. The Vendee 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 Apartment, from the date of allotment of Said Apartment.
23. All the provisions contained herein and the obligations arising hereunder in respect of Said Apartment / Said Building / Said 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 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.

24. Whenever the title of the Said Apartment is transferred in any manner by way of sale deed whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before transferring the Said Apartment.
25. 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 or in any part thereof in view of structural safety of the Said Building. 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 flats above, adjoining and below it.
26. 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.
27. The structures of the Said Building in the Said Complex along with lifts, pump houses, generators and other common facilities etc., may be got insured by the Vendee (if required).
28. The Vendee shall not keep any hazardous, explosive, inflammable chemicals/materials etc. which may cause damage to the Said Building / Said Complex or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other flats in the Said Building / Said Complex indemnified in this regard.
29. 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 Said Building or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other flats. The Vendee shall maintain at his/her/their own costs the Said Apartment including walls and partitions, sewers, drains, pipes, attached lawns and attached 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 Said Building, more particularly the flats adjoining and below it. The Vendee shall keep the Vendor, and owners / occupiers of other flats in the Said Building / Said Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee.

30. The Vendee 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 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 open/covered parking space(s) or on any common areas within the Said Building or within the Said Complex and shall be liable to be removed at his/her /their cost.
31. Neither the owners / occupants of the Said Apartment nor owners / occupants of other apartments in the Said Building 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. The common areas e.g. staircase, driveway, passage etc. will in no case be used for keeping / chaining any pets / dogs or any animal / bird.
32. The Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external façade of the Said Building or anywhere on the exterior or on common areas or on roads of the Said Complex and shall be entitled to display their own name plate only at the proper place, provided for the Said Apartment.
33. The Vendee may undertake non structural / interior decorations related alterations in his/her/their flat only with the prior written approval of the Vendor / Maintenance Agency. 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 flats/units. In case damage is caused to an adjacent flat or common area, the Vendee will get the same repaired failing which the cost of repair may be deducted from the Vendee's TIFMS deposit and the Vendee shall deposit the same within seven days.
 - (ii) Changes that may affect the facade of the Said Building (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, hanging the plants/flower pots outside the balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.).

- (iii) Making encroachments on the common spaces in the **Said Building / Said Complex**.
 - (iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Apartment.
34. The Vendee shall strictly observe following points to ensure safety, durability and long term maintenance of the Said Building:
- (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 / Maintenance Agency.
 - (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 Said 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 Maintenance Agency or the Apartment Owners Association, as the case may be. The Vendee will be responsible for all acts of omission and commission of his tenant. The Maintenance Agency or the Apartment Owners Association may object to renting out the Said Apartment to persons of objectionable 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.

- 35. In the event of increase of FAR (Floor Area Ratio) by any Government/Competent Authority, the Vendor shall have unfettered right to raise further constructions on any area of the Said Building / Said Complex as being the sole and exclusive property of the Vendor and the Vendee shall not be entitled to raise any objection or to make any claim whatsoever.

The Vendor shall have the right to make additions, raise additional stories on the Said Building / Said Complex or put up additional structures as all provisions have been made in the Said Building / Said Complex and the same shall be the sole property of the Vendor, who shall have the absolute right to dispose of the same in any manner it likes without any interference from any Vendee and the Vendee hereby expressly consents 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 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. Further, the Vendor shall have all the rights over the top roof/terrace of the Towers/Buildings in the Said Complex. The Vendor reserves the right to deal with any part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use the same for advertisement purposes. The top roof/terrace shall always vest in the Company. The Vendee hereby gives consent to the same and agrees that the Vendee shall not be entitled to raise any objection or claim anything on this account or any other ground whatsoever.

- 36. The Vendee may transfer by sale, gift, exchange or otherwise in any manner, the Said Apartment after obtaining a No Objection Certificate from the Vendor and / or the Maintenance Agency with regard to clearance / payment of outstanding maintenance charges and any other charges payable by the Vendee to the Vendor or the Maintenance Agency / the Apartment Owners Association with maintenance of common areas, facilities and services.
- 37. The Vendee may, in case of any need, get the photocopy of relevant documents pertaining to the Said Apartment/Said Building from Maintenance Agency on request and on payment of administrative charges.
- 38. In the event of any controversy as to the interpretation and applicability of the terms and conditions as mentioned in the Allotment and the terms and conditions contained as in the Sale Deed, the terms and conditions

as contained in the Sale Deed shall prevail and shall remain binding on the Vendee.

39. 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 Vendee.

SCHEDULE "A" REFERRED HEREINABOVE

Description of the Said Apartment conveyed to the Vendee

All that piece and parcel of the built-up **Apartment bearing No._____**, on _____ **Floor in Tower-_____**, having a Super Area of _____ Sq. Ft. (i.e. _____ sq.mtr.), which contains the Built up Area of _____ Sq. Ft. (i.e. _____ sq.mtr.) which includes the Carpet Area of _____ sq.ft. (i.e. _____ sq.mtr.) or, consisting of _____ Drawing-cum-Dining Room, _____ Bedrooms, _____ Toilets, One Kitchen and _____ Balcony(s), along with undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the common areas of the Said Building including all easmentary rights attached thereto alongwith right of use to general commonly used areas and facilities earmarked for common use of all occupants within the Said Complex in accordance with the terms mentioned herein together with the right to use the **One _____ Car Parking Space**, in the limited common areas and facilities, in Said Project/Complex named as "Ajnara Fragrance" under PMAY (i.e. Pradhan Mantri Awas Yojana) situated at Khasra No. 1239, 1249, 1250, 1266 & 1267 in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.).

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

WITNESSES:

1.

VENDOR

2.

VENDEE