

BRIEF PARTICULAR S OF SALE DEED

Use of Land : Commercial

V-Code :

Village/City : Located on commercial Plot No L Block,
Anand Vihar Yojna, Hapur

Detail of Property : **SHOP/UNIT No. ____**
at**Floor**, In
“THE HIVE” (Anand Vihar Scheme,
Block L) situated at **Hapur, Uttar
Pradesh**

Measuring of property : Carpet Area ____Sq. ft.
i.e. ____ sq. Mtr.
Super Area ____ Sq. ft.
i.e. ____ sq. Mtr.

Status of Road : _____ METER WIDE ROAD

Govt. Value of Shop/Unit : **Rs _____/-**

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

Sector rate : **Rs. _____/- p.s.m.**

Stamp Duty paid : Rs. _____/-

Car Parking : _____

BOUNDARIES OF BUILDING

East :

West :,

North :,

South :,

DETAILS OF VENDOR

Modulux Elite Build LLP (LLPIN-ACK-6869), a Limited Liability Partnership Company, registered under the Limited Liability Partnership Act, 2008, having its registered office at **1/55, GF SEC-1, VASUNDHARA, GHAZIABAD, UTTAR PRADESH.** (PAN-AMVPK7998N). Represented by its authorized signatory (**Aadhaar No.....**) authorized vide board resolution dated hereinafter referred to as the **“VENDOR”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in -interest, executors, administrators and permitted assignees).

DETAILS OF VENDEE

Mr. _____ S/o Sh. _____ R/o _____ (**Aadhaar No.** xxxx xxxx ____) & (**PAN:** _____) And **Mrs.** _____ W/o Sh. _____ R/o _____ (**Aadhaar No.** xxxx xxxx ____) & (**PAN:** _____) hereinafter called the **“VENDEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors in interest and permitted assignees).

The VENDOR and VENDEE shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

SALE DEED

SALE DEED FOR Rs _____
Stamp duty has been paid Rs/-

DETAILS OF SHOP/UNIT

The **SHOP/UNIT** No., at **Floor**, having super area square feet constructed in multistoried commercial complex known as "**THE HIVE**" built on commercial situated at **Hapur, Uttar Pradesh, under the** Anand Vihar Scheme, Block L, (hereinafter called the "said shop/unit") the "said shop/unit" constructed in Multi Storied Building.

This Sale deed is made at Hapur (UP) on this _____ between **Modulux Elite Build LLP (LLPIN-ACK-6869)**, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at **1/55, GF SEC-1, VASUNDHARA, GHAZIABAD, UTTAR PRADESH (PAN-AMVPK7998N)**, represented by its authorized signatory **Mr.** (**Aadhar No.....**) authorized vide board resolution dated hereinafter referred to as the "**VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the First Part.

AND

Mr. _____ S/o Sh. _____ R/o _____ (**Aadhaar No. xxxx xxxx xxx**) & (**PAN: _____**) And **Mrs.** _____ W/o Sh. _____ R/o _____ (**Aadhaar No. xxxx xxxx xxx**) & (**PAN: _____**) hereinafter called the **VENDEE** (which expression unless repugnant to the extent/context or law, shall mean and include their successors, executors, administrators, legal representatives and assigns) of the Second Part.

Whereas Vendor herein i.e. **M/s MODULUX ELITE BUILD LLP**, purchased a land admeasuring 10850 square meters Situated in Township _____, on commercial Plot No. _____ and developing the project in the name & style of "**THE HIVE**"(hereinafter referred as Project). The said land was procured by the Vendor by way of registered Sale deed vide Document No. _____ in Book No. _____ Volume No. (Book binding no.) _____ at Page Nos. _____ on _____ in the office of Sub Registrar- Sadar (tehsil), Hapur, U. P. And after getting approval from Hapur-Pilakhua Development Authority Vide No. _____ Dated _____ the said vendor has constructed commercial complex known on said plot under the name and style known as "**THE HIVE**" and said Commercial complex & the said Vendor Firm had got the Completion Certificate of the said project vide letter No. _____ from **Hapur-Pilakhua Development Authority**.

And whereas as per the Layout Plan it is envisaged that the shop/unit on all floors shall be sold as an independent dwelling shop/unit with impartible and undivided share in the land area underneath the plot, as well as the passage, stairs, and corridors, overhead and underground water tank, and other common facilities, if any, for the Dwelling Unit(s) 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 terrace to the Vendee(s). However, the company shall have the right to explore the terrace (s) in case of any change in the FAR, carry out construction of further apartments in the eventuality of such change in the FAR.

And whereas for the purpose of this sale Deed, "Common Areas and Facilities" mean and includes

1. The land on which the Said Building is located and all easements rights and appurtenances belonging thereto and aid Building.
2. The foundations, columns, girders beams supports main walls roofs halls common corridors passages lobbies stairs stairway and entrance and exits of the Said Building,
3. Installations of common services such as power light sewerage treatment plant and rain water harvesting in the Commercial Complex.
4. The elevators escalators tanks pumps motors expressers pipe and ducts and its general all the apparatus and installations existing for common are including electrical, plumbing and fire shafts services ledgers on all the floors and
5. Circulation area, service area including but not limited to machine room overhead water tank etc., architectural features if provided and security rooms.

And whereas all other common area and facilities which are not included hereinbefore shall be treated as limited common area & facilities and shall be reserved for use of contain shop or shops to the exclusion of other shops without the interference of other shops owners.

Limited common area & facilities means those common area and facilities within the said building earmarked! reserved for use of the certain shop or shops to the exclusion of other shops.

And whereas the said Vendor is sole and absolute owner in possession of free hold plot (hereinafter said the "said plot")

And Whereas the Vendee has seen all the documents of titles, possession and is satisfied about the authority vested in the vendor to sell the said Shop/unit and fully satisfied about the same.

Further the vendor has constructed the Commercial complex and Space/Shops/Units at the said building called as "THE HIVE" after getting the building plan approved from the Hapur-Pilakhua Development Authority, Hapur.

And Whereas the Vendee has inspected all the documents of titles, lay out plans, possession and building approvals and is fully satisfied about the usage of the said property and as well as to the authority vested in the vendor to sell the said Shop/unit and fully satisfied about the same.

And whereas the Vendor is absolute owner of said Shop/unit and the vendor has agreed to sell to the Vendee the said Shop/unit in the said building for a sale consideration of **Rs _____ (Rupees _____)** and this entire consideration amount has been received by vendor in full and final settlement of said Shop/unit.

And whereas the Vendee(s) named above, applied to the vendor for the purpose of the above said Shop/unit in "**THE HIVE**" situated at Commercial Plot No. _____, **Hapur, Uttar Pradesh** Tehsil and Distt. Hapur (U.P.), subject to the terms and condition as contained in the allotment letter/ Agreement to sale.

DESCRIPTION OF SPACE/ SHOP/UNIT SHOWN:-

Description of shop/unit sold to Vendee falls under the registration of Hapur and said Shop/unit is sold by this deed with undivided interest in land equally divided in Shop/unit owner on the basis of area of the Shop/unit. Since construction of Shop/unit have been done on multistoried. It is not possible for vendor to earmark particular area of apartment.

NOW, THEREFORE. THIS SALE DEED WITNESSETH AS UNDER:-

1. That in consideration of the said sum and this entire consideration already paid by vendee and received by vendor in advance. On or before the execution of this Indenture, the said Vendor do hereby transfer the said shop/unit which include whole of the area under internal walls and columns comprising proportionate share of common wall/area comprising of the said shop/unit in the commercial complex known as "**THE HIVE**" on commercial plot and all the ownership rights therein which the vendor have or may hereafter have over the shop/unit and to have to bid the same to hereafter have over the shop/unit and to have to bid the same to vendee forever on the terms contained herein.
2. That on an application submitted by the vendee the vendor agreed to allot vide a letter of **allotment dated** _____ hereinafter referred to as Allotment Letter/Agreement to sale duly executed between them for **Shop No. _____, hence Said shop/unit having a Super area _____ Sq. Feet (i.e. _____ Sq. Mtr.) and Carpet Area _____ Sq. ft. (_____ Sq. mtr.)** along with undivided and impartible proportionate share in the land under earth the building including all necessary rights attached thereto for an agreed consideration on payment of other charges in accordance with other the terms and conditions contained in the Allotment Letter/Agreement to sale.
3. That the Vendor has handed over the actual physical possession of the said Shop/unit to the vendee at the time of execution of this sale deed and the Vendee hereby confirms to have taken over possession of the said Shop/unit from the Vendor.

4. That upon taking possession of said Shop/unit the VENDEE shall have no claim against the VENDOR as to any item of work quality of work, materials, installations, etc., in the said shop/unit on any other ground whatsoever.
5. The VENDOR hereby declares and assures VENDEE that they are the rightful owner of the said shop/unit with full rights to deal with the same. The said VENDOR further declares and assures the VENDEE that the said Property /Shop/unit under sale is free from all sorts of encumbrance's charges, mortgages, liens, injunctions, and defects in the title of the owner. The VENDOR undertakes to keep the VENDEE harmless, saved and indemnified in all respects against all costs, damages and expenses, caused thereby.
6. That all taxes, levies, assessments, demands or charges whether levied or leviable in future on the said shop/unit, by the Government Authorities shall be borne and paid by the Vendee(s) in proportion to the super area of the said shop/unit. The decision of the VENDOR in this regard shall be final, conclusive and binding upon the VENDEE.
7. So long as each said Shop/unit shall not be separately assessed for the taxes, duties etc. the Vendee(s) shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Shop/Unit to the Maintenance Agency or to the Vendor, who on collection of the same from all the Vendee(s) of the Complex shall deposit the same with the concerned Authority/ Hapur-Pilakhua Development Authority.
8. That it has been agreed between the VENDOR and the VENDEE that save and except in respect of the particular shop/unit hereby acquired by him, the VENDEE have no claim rights title or interest of any nature or kind, except the right of ingress and egress in respect of all or any the common areas, such as roads, lobbies, staircase, corridors, etc. The Common area and roads shall remain undivided and no VENDEE or any other person shall bring any action for partition or division of any part thereof and any covenants to the contrary shall be void.

9. The open terrace, the roofs, parapet walls, stilt floor and shop/unit, building etc. all basements shall be the property of vendor and vendor shall be in perpetuity be entitled to use them for any purpose whatsoever. Any shop/unit owner or association or shop/unit owners whether individually or collectively shall not have right of any nature whatsoever in respect of the above said shop/unit and they will not be allowed any type of encroachment/construction, whether temporary or permanent on the above said areas.
10. That, after the execution of sale deed in favor of the Vendee, the Vendor has the right to make additions, raise further story's or put up additional structure at any unsold portion of terrace and other areas in the said plot of project, the said unsold areas shall remain vests in Vendor and the Vendor shall be entitled to dispose it off in any manner whatsoever without any interference on the part of Vendee. The Vendor shall be entitled to connect the electric, water, sanitary and drainage sources but at its own cost. Further the unsold area of terrace of the project including the parapet walls, shall always be the property of the Vendor and the agreement/sale deed executed with the Vendee and all other Vendee shall be subject to the aforesaid right of the Vendor who shall be entitled to use, let, allot the said terrace. The Vendee hereby gives consent to the same and agrees that he/they shall not be entitled to raise any objection or claim of any reduction in the sale consideration of the shop/unit or share in profit or any compensation or damage on the ground of inconvenience or any other ground whatsoever.
11. That before the occupation of the shop/unit the VENDEE shall keep an Interest Free- Maintenance Security (**IFMS**) deposit with the VENDOR or its nominee maintenance agency as security deposit towards the payment of maintenance charges. The amount of security deposit will be decided by the VENDOR or its nominee maintenance agency. A separate agreement of maintenance between the VENDEE and VENDOR or Vendors nominee maintenance agency will be signed specifically incorporating the above points.
12. That in case the vendee has availed of a loan facility from their employer or financing before to facilitate the purchase of the Said Shop then in that case p[s] the terms of the financing agency shall exclusively be binding and applicable upon the vendee only and [b] the vendee shall alone, he responsible for repayment of dues of the financing institution! Agency along with interest / penalty accrued thereon any default in re- payment thereof.

13. The entire stilt area under all building shall remain the absolute property of the Vendor. The Vendee or association of the Vendee or any other persons has no right of any type in this stilt area. The Vendor can use this entire area for activity or sold it without any objection or resistance from the Vendee or any association thereof.
14. That the Vendee shall not indulge in any type of encroachment / constructions in the entire plot of "**THE HIVE**" complex including roads, lobbies, Roofs nor any such activities shall be allowed by the Vendee or any association thereof or maintenance agency as the case may be.
15. Those vendees who have not reserved the car parking space at the time of booking their respective shop/unit, they in the case of non-availability of parking space in future shall not have claim of any nature against the vendor for car parking space. They shall park their cars/vehicle outside the complex without obstacle the Gates of the complex at their own cost and risk.
16. The Vendee further covenants and agrees to permit the authorizes staff and workmen of the Vendor or Management Agency to enter into and upon the said shop/unit or any part thereof at all reasonable hour to set right any defect in the said shop/unit or the defects in the shop/unit above or below or adjoining the said shop/unit and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes cables etc. Any refusal by the Vendee to allow such entry into or upon his shop/unit or any part thereof will be deemed to be a violation of right of easement and right of usage of common services and facilities of owners of other shop/unit and such Vendee shall be liable for legal actions for said violation.
17. The Vendee consents that he will make good/bear the expenses for repairing the toilets/bathrooms/any other part of the shop/unit or any other shop/unit holder in "**THE HIVE**" and painting thereof damaged due to his negligence or willful act. That the Vendee shall carry out all internal repairs of the said Vendee at his own cost and maintain the said Vendee, its periphery walls and partition walls, floors, roof, sewers, drains, pipes and appurtenances thereto in the same good tenantable repair, state, order and condition in which delivered to him and in particular, to protect the other parts of the complex

and to prevent any seepage, leakage, flooding or damage to any other part of the complex.

18. The Vendee or any association thereof shall not, in any case neither stop nor have right of any nature to object/obstruct the construction of additional shop/unit by the Vendor and the said complex provided such shop/unit are constructed with the permission of concerned authorities HPDA etc.
19. Except for the Said Shop conveyed herein along with all common easementary rights attached therewith including undivided right of use all common area and facilities and of ingress and egress over common area with commercial complex which maybe within or outside the fixed print of Said Building all rights and interest in all un-allotted! unsold area in the Said Building/ conercial space open space roofs /trance of the Said Building basement parking spaces except those which are specially allotted common area and facilities shall continue to best the vendor and the vendor shall have the hole right and absolute authority to deal with such area 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 directions.
20. The maintenance, upkeep, repairs, security etc. of the building including the landscaping and common lawns of the building complex will be organized by the Vendor or its nominee maintenance agency. The Vendee agrees and consents to the said arrangements. The Vendee shall Pay Maintenance charges, which will be fixed by the Vendor from time to time or its nominee from time to time depending upon the maintenance cost. In addition to maintenance charges, there will be contribution to replacement fund for replacement of capital goods installed in the said commercial complex. Any delay in payment will make the Vendee liable to pay interest for that period of time. Non-payment of any charges within the time specified shall dis-entitle the Vendee to the enjoyment of common services including electricity and water etc. The Vendee consents to this arrangement whether the building is transferred to the Association of the shop/unit buyers or other body corporate and shall continue till such time unless the Vendor terminates the arrangement specifically in writing.

21. It is made clear that the Maintenance & Management of the Commercial Complex shall be organized by Maintenance Agency through various outside/-outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the Vendors and/or Maintenance Agency will be limited only to the extent of supervision to the best of its abilities subject to human limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements/ arrangements entered into with them and to change any agency if its performance is not found satisfactory.
22. The responsibility of providing Watch & Ward Security services in the Commercial Complex shall be of the Maintenance Agency who can entrust to some outsourced Security Agency. The Maintenance Agency and the security agency will be entitled to regulate entry into the Commercial Complex. The security agency may not guarantee or ensure full proof safety and security of the Commercial complex or Vendee residing in the Commercial Complex or their belongings and properties. It is made clear” and agreed herein the neither the Vendors nor the Maintenance Agency shall 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 Building / Commercial 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 the Vendor / Maintenance Agency.
23. That Vendors and the Maintenance Agency shall in no case be held responsible or liable for any fire or any kind of hazard electrical, pollution, structural originating from the Said Shop or other shops /Common Areas of the Said Building. 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 shop owners of the Said Building or their family members or any other persons or their properties in this regard.

24. The Vendee shall comply with and carry out and abide by all laws, bye laws, rules regulations, requisition demands etc. of Hapur-Pilakhua Development Authority in respect of utilization and usage of the said shop/unit and shall attend answer and carry them out at his own cost and be responsible for all deviation or breaches thereof and shall also observe and perform all terms and condition in this regard. The Vendee further covenants to observe all the rules and regulations of the Hapur-Pilakhua Development Authority, municipal corporation/local body and keep the Vendor and owners/occupiers of other shop/unit in the said complex indemnified, secured and harmless against all costs, consequences and damages arising out of any breach, defaults or non-compliance of the same by the Vendee.
25. The contents of each shop/unit along with connected structural part of the building shall be got insured by the Vendee at his own cost against the earthquake, or risk or any other nature. The Vendor hereof or after handing over possession of the particular shop/unit shall in no way be responsible for ensuring the safety. Stability etc. of said shop/unit due to any reason. All charges towards insurance will be paid by Vendee either by him individually or through the society collectively, if so formed, Further the Vendee shall at all-time keep the Vendor or any third party, indemnified against any loss which the vendor or any third party may sustain bear due to rash or negligent act of the vendee.
26. In case duly registered association of vendee(s)/duly registered association of shop/unit owners want to take cover the maintenance of the complex, at any time then the same shall be handed over to the duly registered association provided 75% (Seventy five percent) of the shop/unit, owners have consented to the same in writing. In such case the following will be handed over to the associations of the vendees for the purpose of maintenance: -
- i. All lifts, corridors passages, underground, overhead water tanks, fire-fighting equipment with motors and motor room.
 - ii. Transformers and Transformer rooms.
 - iii. Power backup equipment.
 - iv. Security gates with guard room and lift rooms at terrace.

27. That if any additional compensation/cess is awarded by a court or any government, local authority/department to farmers from whom the land is acquired, and this compensation is paid by the vendor, the proportionate amount thereof will be payable and be paid by the Vendee and any default by the Vendee in making such payment in time would constitute a lien upon the said shop/unit.
28. In case of any leakage, seepage problem or problem caused due to any reasons occurring or emanating from the shop/unit of some other shop/unit owner, in such a case the vendee and such shop/unit owner shall share the costs of rectifying such problem as per the mutual agreed ratio between themselves and in case of no mutual agreement arrived between the vendee and such shop/unit owner or owners the costs towards the labour charges, material charges and all incidental charges shall be shared equally between themselves, without any liability on the part of the vendor.
29. In case the Central Government, State Government, Court or any other local Authority, Department imposes any service tax, trade tax property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc., upon the said project land, and construction thereupon in future, retrospectively or prospectively, will be the liability of the vendee to pay the same in proportion to the super area of the said Unit and in case any such demand of service tax, trade tax, property tax, house tax water tax, sewer tax, rates, charges fee, cess, levy metro cess etc. is/are paid by the Vendor, the proportionate amount thereof will be payable and be paid by the Vendee and any default by the Vendee in making such payment in time would constitute a lien upon the said shop/unit.
30. In case of any natural calamity or any other adverse situation of any kind or ACT of God, the vendor shall be in no way responsible for all or any of the losses/damages of any kind. The Vendees of space(s)/shops/units shall however be entitled to their proportionate share in the land/plot and reconstruct/repair the same at their own costs and consequences after obtaining such approvals or sanctions as may be required without any liability on the part of the Vendor.

THE VENDEE SHALL NOT BE PERMITTED:-

31. That the Vendee shall use the shop/unit or permit the same to be used for the purpose for which the shop/unit is sold to i.e. for commercial purposes only, further he shall not use or cause to use the shop/unit for any illegal or immoral purpose or shall not use or cause to use it in such a manner so as to cause nuisance, annoyance or risk to owners/occupiers of other shop/unit owners in the said complex. Considering the requirement of maintaining hygienic and decent environment the business of inflammable materials, petroleum products, raw meat items, mechanic work, any kind of work involving animal(s) e.g. usages, treatment etc., liquor & beer Store/Space, fish aquarium, dump of cement, iron, steel, Rice Mill, Atta Chakki, Welding Work, and other items/goods of similar nature are strictly prohibited in the shop/unit. Vendee agrees that he shall take consent in advance from the Vendor for the nature of business he wants to carry on in the said shop or the business to be carried on by any future Lessee or Tenant of the Vendee and the Vendor shall always have a first right of refusal in all such events.
32. The Vendee shall not undertake closing of verandahs, lounges, balconies, common corridors or any other common area and even if particular floor/floors are occupied by the same parties. The Vendee shall not cause obstruction or hindrance of any nature to the staircase/drive way and any other common passage, services and facilities in any manner whatsoever nor shall do anything which may hinder / obstruct the proper and uninterrupted use of such common areas/ facilities by Vendee of other shop/unit.
33. The Vendee agree(s) that in case at any stage additional construction in the "**THE HIVE**" is permitted, the Vendor shall have the sole right to undertake and dispose of such construction without any objection or claim or permission from the Vendee or any society thereof.
34. The Vendee shall not make any alteration in any elevations, outside color scheme of expose walls of the verandah, lounges or any external wall or both the faces of external doors, and windows of the shop/unit acquired by him which in the opinion of the VENDOR or maintenance agency differs from color scheme of the complex.

35. Neither the Vendee nor occupier of the shop/unit will put up signboard, publicity or advertisement material outside his space or in the common areas without prior permission in writing of the Vendor or maintenance agency as the case may be.
36. The VENDEE shall not decorate the exterior of his shop/unit otherwise than in the manner agreed to with the Vendor or in the manner as similar as may be in which the same was previously decorated.
37. The Vendee hereby covenants to keep and maintain the shop/unit, boundary walls partition wall and sewers drains, pipe thereto or belonging thereto in the same good tenantable repairs, state, order or condition in which it has been delivered to him and in particular so as to support, shelter and protect the parts of complex. The Vendee and the Vendee of other shop/unit in the complex shall not at any time make any structural changes or demolish or cause to be demolished the said shop/unit or any part thereof nor will Vendee at any time make or cause to be made any additions or alterations of whatever nature to the said shop/unit or any part thereof without previous written consent of the Vendor as this may endanger the said complex. The Vendee shall also not be entitled to make any alternation/addition which may affect the structure safety and the façade of the complex.
38. That the Vendor covenants with the Vendee that the Vendee shall peacefully hold and enjoy the said shop/unit without any interruption by the Vendor, or by any person claiming to be his nominee except as provided in the sale deed. The Vendee shall have the right to sell or rent or lease the space to any person without causing any problem or nuisance to the vendor or any co space holder or to any third party in the complex.
39. That it will be necessary to obtain a No Dues Certificate/NOC from the Vendor in case of subsequent sale/sale/charge in ownership by vendee of his/her/their unit/shop a prior NOC in writing from the existing maintenance bodies/agencies are required to be obtained by the Vendee for transfer/sale of Unit/shop for the clearance of maintenance dues/any other dues. All the terms & condition will be binding on the successor/subsequent owner/user of the unit/shop. If transfer/Sale/Change in ownership is affected without NOC then all the dues will be paid by the new owner.

40. NO Vendee shall do any work which should be prejudicial to the soundness or safety of the building or reduce the value thereof or impair any easement or hereditament or shall add any material structure whether temporary or permanent. The vendee shall not remove the floor, roof and any walls of the said apartments/shops/units including load bearing walls and the walls, floor, roof, and the structure of the same shall remain integral and common with the floor above and below it.
41. That the Vendee shall at no time demand partition of his interest in the said plot /land and the said complex or any part thereof, it being hereby agreed and declared by the Vendee that his interest in the said land, the said commercial complex and the said shop/unit is impartible.
42. That the Vendee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the HPDA in writing.
43. The Vendee shall not raise any objection or claim any reduction in the price of shop/unit agreed to be acquired or claim any compensation on the ground of inconvenience due to aforementioned or any other cause whatsoever.
44. That all the tax imposed on the vendee including but not limited to GST, as per the rates applicable from time to time shall be paid by the vendee in addition to the cost of the shop/unit and charges connected or incidental thereto.
45. That the registration expenses such as cost of the stamp papers, registration fees, deed writer charges, counsel fee and all the deed execution charges have been borne and paid by the Vendee himself. In case of the deficiency of stamp duty shall be the sole liability of Vendee only.
46. The Vendor has provided power back-up system to each shop/unit and to the common services/ facilities in the Said Building. The Vendee (or their Tenants/ Lessee) 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 vendors/ Maintenance Agency through pre-paid meters failing which supply of electricity through mains or power back-up can be discontinued by them. Supply or power back-up/ electricity may be discontinued and maintenance services may be stopped to the Said shop/unit, in case of default by the Vendee in payment of these amount. The Vendee (or their tenants/Lessee) is prohibited from installing its own D.G. set for the said shop and has to avail the power back-up system set up for the said building.

47. That Vendor shall single point electric connection for the complex from **UPPCL/PVVNL** and will be distributed through separate meters to the Vendees through prepaid system. Or buy such other mode as may be approved and applicable buy the **UPPCL/PVVNL** or concerned electricity department etc. All expenses regarding electric meter and other charge if any will be borne by the Vendee.

In witnesses whereof, the Parties hereto have signed and executed the above Sale Deed on the above written in the presence of witnesses:-

First Party / Promoter/ Vendor

Second Party/ Alottee/ Vendee

WITNESSES:-

- 1.
- 2