

BRIEF PARTICULARS OF SALE DEED

1. Type of Land : Shop in Hotel Project
2. Ward No/Pargana : Loni
3. Mohalla / Village : Noor Nagar, Ghaziabad
4. Description of the Property : **Shop No.-----, (----- Floor),
(without roof rights)
Situating in the "-----", Noor Nagar, Raj
Nagar Extension NH- 58, Pargana –Loni, Tehsil &
District Ghaziabad, hereinafter referred to as Said
Shop.**
5. Total Area : ----- Sq. ft. (----- Sq. meter)
6. Carpet Area : ----- Sq. ft. (----- Sq. meter)
7. Balcony Area : ----- Sq. ft. (----- Sq. meter)
8. Status of Road : 24 Meter wide road
- 9 Circle Rate of the Shop : Rs -----/-Sq. meter & Less
----- % as Rebate for ----- Floor
- 10 Circle Rate of the Shop : Rs -----/-
- 11 Consideration : Rs.-----/-

SALE DEED FOR Rs. -----/-

STAMP DUTY PAID Rs. -----/-

THIS SALE DEED is executed at Ghaziabad on this -----th day ofYear,

BETWEEN

1. **M/s. Capable Buildwell Private Limited**, a private limited company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at -----, through its authorised signatory **Mr. -----** ----- S/o Shri ----- R/o -----, duly authorized vide resolution dated ----- passed by the Boards of Directors, (copy of resolution is enclosed) hereinafter referred to as the "VENDOR", which expression shall, unless it be repugnant to the context or meaning thereto, means and includes it's successors-in-interest and assigns, of the ONE PART.
(PAN: - -----)

AND

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

WHEREAS

- A. The Vendor is the lawful owner in Possession of Community Facility / commercial land Bearing Khasra No. 919- having Total Area 23200 Sq. mtr. Situated at village Noor Nagar, Raj Nagar Extension, Tehsil & District Ghaziabad, U.P. (herein Said Land) having acquired the same through various sale deeds registered in the Office of Sub – Registrar IInd, Ghaziabad, U.P. and Planned development and construction of a Hospitality/Commercial project thereon under the name and style of “Capable The Emporia” (herein after referred to as Complex/ Project) which is a phase of the total land and registered with UP-RERA having registration number UPRERAPRJ.....
- B. After getting the lay-out / building plans sanctioned from the Ghaziabad Development Authority (GDA), the Vendor developed the Said Land by developing & constructing thereon the said Commercial Complex comprising of Shop/ Service Apartments/Office Space /Restaurant /Service Apartments etc. (hereinafter referred to as the “Said Complex”) named “Capable The Emporia” located at Noor Nagar, Ghaziabad on the Free hold land.
- C. This phase (project registered with RERA) is part of a larger composite hospitality project i.e. Hotel, Banquet hall, Service apartment and Commercial Shop/ Service Apartments, total allocated service apartment and commercial unit is allocated and common areas like parking, terraces, entrances, etc. will be common for all phases combined. However, occupants of this phase shall not have exclusive rights in such common areas except allocated common areas and that the utilities like power supply, water supply, etc. shall similarly be common between all phases combined. The space of atrium is restrictive common open area and promoter/ facility management will use it as per discretion and no claim of allottee will be binding.
- D. The Vendor offered for allotment and sale the Shop/ Service Apartment in the said Complex and the Vendor had agreed to allot to the Vendee and the Vendee had agreed to purchase a **Shop/ Service Apartment bearing No----- on ----- Floor, having aarea of ----- Sq. Mtrs. (----- Sq. Ft.),** in the Complex along with undivided and impartible proportionate share in the land underneath the Building and undivided proportionate share in the common areas of the Building including all easmentary rights attached thereto alongwith right of use to general commonly used areas and facilities earmarked for common use of all occupants within the said Complex (herein Said Shop/ Service Apartment), for an agreed consideration and in accordance with the terms and conditions as contained therein. The Vendee shall only be entitled for Common facilities within the “-----” and shall have no Right whatsoever in the Common area/facilities in the -----Hotel Project which is exclusively for the benefit of the of the said Hotel Project.
- E. The Vendee, having paid the total consideration to the Vendor, is entitled to get the sale deed executed and registered in his/her/their name(s), in respect of the Said Shop/ Service Apartment, and this Sale Deed is being executed and registered, as under:

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

1. In consideration of a total sum of **Rs.-----/- (Rupees ----- only)** which consideration is already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits and in consideration of the undertaking of the Vendee to pay such further amount, as he/she/they may be at any time hereto

after become liable to pay in terms of this Sale Deed, and as also subject to all those terms and conditions contained in the allotment/Agreement to Sale, as referred hereinabove, which may or may have not been specifically incorporated herein, the Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee the Said Shop/ Service Apartment, as more fully described in Schedule "A" given hereunder, and for greater clarity delineated on the plan attached hereto, together with the undivided and impartible proportionate share in the land underneath the Building in the Complex and the undivided proportionate share in the common areas of the Building in the Complex and alongwith all rights and easements whatsoever necessary for the enjoyment of the Said Shop/ Service Apartment. The Vendee shall only be entitled for Common facilities within the "-----" and shall have no Right whatsoever in the Common area/facilities in the ----- Hotel Project which is exclusively for the benefit of the of the said Hotel Project.

2. That the Said Shop/ Service Apartment hereby sold, conveyed and assured under this Deed is free from all sorts of encumbrances or charges (except those created on request of the Vendee to obtain loan for purchase of the Said Shop/ Service Apartment) transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same.

That the vacant and peaceful possession of the Said Shop/ Service Apartment hereby sold has been delivered by the Vendor to the Vendee and the Vendee has satisfied himself about the quality, specifications, and extent of construction and design of the Said Shop/ Service Apartment and undertakes not to raise any dispute hereto after in connection therewith.

3. That in-case the Vendee has availed of a loan facility from his employer or financing bodies to facilitate the purchase of the Said Shop/ Service 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.
4. For computation purpose the Super Area means the covered area / built-up area of the Shop/ Service Apartment which is the entire area enclosed by its periphery walls including half of the area under common walls between two Shop/ Service Apartments and full area of the other walls, columns and projections, balconies, cupboards, window projections and other projections plus proportionate share in the common areas such as staircases, entrances, lobbies, corridors, passages, munties, lift wells if any , electrical and fire shafts etc. of the said Building and proportionate share of other common areas and facilities in the Complex like, guard rooms, security office / society and maintenance office, maintenance staff rest facilities, rooms for pumps, generators, electric and telephone installations etc.
5. That the Vendee gets exclusive possession of the covered/ built-up area of the Said Shop/ Service Apartment. The Vendee shall also have undivided proportionate share in the common areas and facilities within the Building and shall use such common areas and facilities harmoniously with other occupants of the Building without causing any inconvenience or hindrance to any of them. The Vendee shall also be entitled to use the general common areas and facilities within the Complex earmarked for common use of all the occupants of the Complex. Further the use of such common areas and facilities within the Building shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.

6. Except for the said Shop/ Service Apartment conveyed herein alongwith all common easementary rights attached therewith including undivided right of use of all common areas and facilities of ingress and egress over common areas within the Complex which may be within or outside the foot print of the Building, all rights and interest in all un-allotted / unsold areas in the Buildings / Complex, open spaces, roofs / terraces of Buildings, basements, parking spaces (except those which are specifically allotted), common areas and facilities shall continue to vest in the Vendor. All lands, except the general commonly used areas, facilities and amenities, public road within the said Complex earmarked for common use, falling outside the land underneath the said Building in which said Shop/ Service Apartment of the Vendee is situated, including Shop/ Service Apartments, facilities, amenities etc. if provided in the stilts / basements of the said Building / Complex shall vest in the Vendor and the Vendor shall have the sole right and absolute authority to deal with such lands, areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Vendor may deem fit in its sole discretion.
7. The Vendee shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Building, and the same shall always remain undivided and impartible and unidentified.
8. That the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Complex, rules framed by the Vendor and / or the nominated maintenance agency (Facilities Management Agency / FM Agency) and all laws, bye-laws, rules and regulations stipulated by Ghaziabad Development Authority and/or the Municipal, Local and other Government or Statutory bodies and shall be responsible for and shall keep the Vendor and owners/ occupiers of other Shop/ Service Apartments in the Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.
9. That the Vendor doth hereby covenant with the Vendee that the interest, which the Vendor hereby profess to transfer is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the Said Shop/ Service Apartment unto the Vendee in the manner aforesaid free from all encumbrances. The Vendor hereby further covenants that in case at any time hereafter by reason of any act or default or omission or commission on the part of the Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the Said Shop/ Service 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 Shop/ Service Apartment by the act of default, omission or commission of the Vendor and to make good the losses suffered by the Vendee thereby, and in such case, the Vendee shall have no right, title or interest or claim in any other property in the Complex.
10. That the Vendee has already paid the sale consideration, as stated hereinabove, and all other dues, which are payable from the date of application and/or, in terms of allotment, referred hereinabove. However, if any additional charges levies, rates, taxes, demands etc. including service tax, VAT / Works Contract Tax, Metro Cess, development charges for the provision of peripheral and / or external services or for any other reason attributable to the said Shop/ Service Apartment / Complex are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of said Shop/ Service Apartment payable by the Vendee and the Vendor shall have first charge / lien on said Shop/ Service Apartment for recovery of the same.
11. The Vendor, has agreed to organize Operation, upkeep and maintenance of various services and facilities in the Complex for the initial period of One years, through its nominated Maintenance Agency (Facilities Management Agency / FM Agency) vide Complex Maintenance & Management Agreement executed between the Vendor, Vendee & nominated Maintenance

Agency. The Vendee has undertaken to deposit with the Vendor a Interest Free Security for Facilities Management (IFSFM) deposit and One Years Advance Maintenance Charges (AMC) towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges etc. as per the terms of the said Complex Maintenance & Management Agreement. The Vendor shall organise the operations and maintenance of services and facilities through its nominated maintenance agency that shall be entitled to disconnect the said services and facilities including the electricity supply & power back-up in the event of default or delay / default in payment of said maintenances charges by the Vendee.

The Vendor/ FM Agency shall handover the Complex Maintenance and Management to the Shop/ Service Apartment Owners Association / Society. When formed or after expiry of initial period of One years. Whichever is later as the case may be. The Vendee promises, agrees and undertakes to become member of such Shop/ Service Apartment Owners Association / Society and to pay membership fee on its constitution / formation as per its bye-laws.

12. The Vendee is liable to pay recurring maintenance charges as determined by the Vendor/Maintenance Agency, irrespective whether the Vendee is in occupation of the Shop/ Service Apartment or not, within a period of 7 days of demand. The Vendor/Maintenance Agency reserves the right to enhance Interest Free Security for Facilities Management (IFSFM) Deposit and the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in payment interest @ 18% per annum shall be charged for the period of delay. In case of failure of the Vendee to pay the maintenance bill, other charges on or before the due date, the Vendee is permitting the Vendor/Maintenance Agency to deny him/her/them the maintenance services that may include disconnection of water/sewer, power/power backup and debarment from usage of any or all common facilities within the Complex. The Vendor may also, apart from other remedies open to it, restrict or object to the transfer of the Said Shop/ Service Apartment by the Vendee.
13. In case of continuous failure of the Vendee to pay the maintenance charges, the Vendor / Shop/ Service Apartment Owners Association / RWA/ Maintenance Agency, as the case may be, shall have the right to adjust the amount of outstanding maintenance charges alongwith interest accrued thereon from the IFSFM Deposit kept with it.
14. That the Vendee has reimbursed/agreed to reimburse to the Vendor such charges as demanded / may be demanded separately for making arrangements for providing sewerage, water and electricity connections etc. to the Said Shop/ Service Apartment from the peripheral services / connections provided by various authorities to the Complex at a single point. The Vendee has also agreed and undertaken to pay electricity consumption charges to the Vendor or its nominated agency for supply of electricity to the Said Shop/ Service Apartment from Single Point Supply provided to the Complex by UPPCL/PPVNL or any such authority. The supply of the electricity shall be liable to be disconnected, if the bills for the same are not paid in the specified time.
16. That the Vendor has provided power backup system to each Shop/ Service Apartment and to the common services/facilities in the 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 Vendor/nominated Facilities Maintenance Agency failing which supply of electricity through mains or power back-up can be discontinued by the nominated Facilities Maintenance Agency.

17. That the maintenance of the said Shop/ Service Apartment including all walls and partitions, sewers, drains, pipes shall be the exclusive responsibility of the Vendee from the date of the possession / deemed possession. Further, the Vendee will neither himself do not permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities or the Shop/ Service Apartment Owners Association / Residents Association.
18. That the Vendee's right to use of the common areas and facilities within the said Building/said Complex shall be subject to timely payment of Complex Maintenance & Management (CMM) Charges including contribution to Sinking Fund / Capital Equipment Replacement and Repairs Fund and any other charges as billed by the FM Agency and performance by the Vendee of all his obligations under the Tripartite Complex Maintenance & Management Agreement executed between the Vendor, Vendee and FM Agency. So long as the maintenance and other related charges / contributions are paid regularly, as provided in these presents, the Vendee or anyone else lawfully claiming under him shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Vendee has deposited IFSFM, it shall not be open to the Vendee to claim usage of any rights of the common facilities and that the Vendor / FM Agency / Shop/ Service Apartment Owners Association, in its sole discretion, shall be entitled to effect disconnection of services to defaulting Vendee(s), which may include disconnection of water, power and power back up connections and deny usage of any or all-common facilities within the complex. The usage of such common facilities shall be restored as soon as the breach is rectified by the Vendee.
20. The Vendor and/or FM Agency and their authorized staff and workmen shall always have the right to enter into and upon the Said Shop/ Service Apartment or any part thereof at all reasonable hours to set right any defect in the Said Shop/ Service Apartment or the defects in the Shop/ Service Apartment above or below or adjoining the said Shop/ Service Apartment and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc. and the Vendee covenants and agrees to permit them to do so. Any refusal by the Vendee to allow such entry into or upon his Shop/ Service Apartment or any part thereof will be deemed to be a violation of this Deed and violation of right of easement and right of usage of common services and facilities of other Shop/ Service Apartment owners and the Vendee shall make itself liable for legal actions for said violation.
21. It is made clear that the Complex Maintenance & Management of the said Complex shall be organized by FM Agency through various outside outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the Vendor and / or FM Agency will be limited only to the extent of supervision to the best of its abilities subject to human limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements / arrangements entered into with them and to change any agency if its performance is not satisfactory.
22. The Watch & Ward Security of the Complex shall comprise of general security of the Complex. The responsibility of providing Watch & Ward Security services to the said Complex shall be entrusted to some outsourced Security Agency. The FM Agency and the security agency will be entitled to regulate entry into the Complex. The security agency may not guarantee or ensure full proof safety and security of the said Complex or Vendees residing in the said Complex or their belongings and properties It is made clear and agreed by the parties herein that neither the Vendor nor the FM Agency shall have any financial / criminal liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime / mishap / accident occurring in the said Shop/ Service Apartment / Building/Complex or any part or portion thereof due to any

lapse / failure / shortcoming on part of the staff of the security agency and / or the Vendor / FM Agency.

23. The Vendor and the FM Agency shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Shop/ Service Apartment of the said Vendee or other Shop/ Service Apartments/ Common Areas of the said Complex. The Vendee Shall keep FM Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the FM Agency, the Vendor and other Shop/ Service Apartment owners of the said Complex or their family members or any other persons or their properties in this regard.
24. The Vendor and the FM Agency shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence and defaults of the aforesaid agencies in providing the stipulated / expected services. The Vendor and / or FM Agency shall not be liable for any default / deficiency in Complex Maintenance & Management of the said Complex by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The Vendor and FM Agency shall also not be liable for any loss, damage or physical injury which may be caused to the Vendee or his family members, domestic staff, guests or any other persons / visitors on account of any human error or fault on the part of the employees of FM Agency or the employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control.
25. That the Said Shop/ Service Apartment shall be used only in accordance with the use permitted by the Competent Authority and the Vendor and shall not be used for any business of liquor Shop/ Service Apartment, Butcher Shop/ Service Apartment, and Non -Veg Shop/ Service Apartments/Meat Shop/ Service Apartment etc.. The Vendee shall not be permitted to run a restaurant in the premises earmarked for use as Shop/ Service Apartment. However, the Vendor may permit at its sole discretion, the running of a restaurant/Food Joints/Cafeteria /bakery etc in any Shop/ Service Apartment after the Vendee agrees to abide by the conditions imposed by the Vendor including payment of extra charges, as may be determined by the Vendor at its sole discretion and satisfaction for providing ventilation, electrification and other services and alterations as may be necessary to run the restaurant so as to maintain hygienic conditions therein and maintain the said Space in a manner that other occupants in the Premises are not put any inconvenience on this account.
26. That the Vendee shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax, Service Tax, Metro Cess or any other such taxes, charges, levies etc. which are imposed, levied or charged, under any law in force or that may hereafter be enforced, in respect of the Said Shop/ Service Apartment after the allotment. So long as Said Shop/ Service Apartment is not separately assessed for the taxes, duties etc. the Vendee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the super area of the Said Shop/ Service Apartment to the Maintenance Agency (FM Agency) or to the Vendor, who on collection of the same from owners of all the Shop/ Service Apartment in the Complex will deposit the same with the concerned Authority
27. That all the provisions contained herein and the obligations arising hereunder in respect of said Shop/ Service Apartment / Building / Complex shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and / or subsequent purchasers / transferees of said Shop/ Service Apartment. Whenever the right, title and interest of the Vendee in the Said Shop/ Service Apartment is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale deed and the Complex Maintenance & Management 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 Shop/ Service Apartment.

28. That whenever the title of the Said Shop/ Service Apartment is transferred in any manner whatsoever it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency / FM Agency before affecting the transfer of the Said Shop/ Service Apartment failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency / FM Agency before occupying the Said Shop/ Service Apartment.
29. The Vendee shall not raise any construction temporary or permanent in or upon the Said Shop/ Service Apartment nor shall make any alteration or addition or sub-divide or amalgamate the Said Shop/ Service Apartment. That the Vendee shall not demolish or cause to be demolished any structure of the Said Shop/ Service 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 Building. That the Vendee shall not remove the floor, roof and any walls of the Said Shop/ Service Apartment including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the Shop/ Service Apartments above, adjoining and below it.
30. That the Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Shop/ Service 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.
31. That the structures of the buildings in the Complex along with lifts if any, pump houses, generators and other common facilities etc., may be got insured by the Vendor / Maintenance Agency under Fire and Special Perils Policy at the expense of the Vendee provided all the occupiers / owners/ of all the Shop/ Service Apartments pay and continue to pay the proportionate charges to be incurred for the purpose of insurance and the Vendee shall always be liable to pay proportionate cost thereof separately. The Vendee shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. The said insurance shall not include contents inside the said Shop/ Service Apartment and the Vendee may get the same insured separately at its own cost and expense.

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

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

32. That the Vendee shall keep the Said Shop/ Service Apartment properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the

Building or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other Shop/ Service Apartments. The Vendee shall maintain at his/her/their own costs the Said Shop/ Service Apartment including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to him/her/their and in particular to prevent any seepage, leakage, flooding or damage to any other part of the building, more particularly the flats adjoining and below it. The Vendee shall keep the Vendor, FM Agency and Owners / Occupiers of other Shop/ Service Apartments in the said Building / Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee.

33. 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 Shop/ Service Apartment or on any common areas within the Building or within the Complex and shall be liable to be removed at his/her/their cost.
34. That neither the owners / occupants of the Said Shop/ Service Apartment nor owners / occupants of other Shop/ Service Apartments in the 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.
35. That the Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external façade of the Complex 'or anywhere on the exterior or on common areas or on roads of the Complex and shall be entitled to display their Shop/ Service Apartment name plate only at the proper place, provided for the Said Shop/ Service Apartment.
36. The Vendee may undertake minor internal alterations in his/her/their Shop/ Service Apartment only with the prior written approval of the Vendor/Maintenance Agency. The Vendee shall not be allowed to affect any of the following changes/alterations:
 - i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the Said Shop/ Service Apartment or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Vendee will get the same repaired failing which the cost of repair may be deducted from the Vendee's IFMS.
 - ii) Changes that may affect the facade of the Said Shop/ Service Apartment (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - iii) Making encroachments on the common spaces in the Complex.
 - iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Shop/ Service Apartment.
37. That the Vendee shall strictly observe following points to ensure safety, durability and long term maintenance of the Building/Complex:

- i) No changes in the internal lay-out of the Said Shop/ Service Apartment should be made without consulting a qualified structural consultant and without the written permission from the Vendor.
- ii) No R. C. C. structural member like column and beams should be hammered or punctured for any purpose.
- iii) All the plumbing problems should be attended by a qualified or experienced plumber in the Building. The plumbing Network inside the Said Shop/ Service 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 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 licenced electrician.
- viii) The Vendee should make sure that all water drains in the Said Shop/ Service Apartment 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) If Vendee rents out the Said Shop/ Service Apartment, he is required to submit all details of the tenants to the Maintenance agency. The Vendee will be responsible for all acts of omission and commission of his tenant. The complex management can object to renting out the Said Shop/ Service Apartment to persons of objectionable profile.
- x) Vendee is not allowed to put the grills in the Said Shop/ Service Apartment as per individual wish, only the design approved by Vendor will be permitted for installation.

38 Even after the execution of deed or agreement, Sale Deed etc in favour of the Vendee the Vendor shall have the right to make additions, raise additional stories on the building or put up additional structures as all required provisions have been made in the said complex and they shall be sole property of the Vendor who shall have the absolute right to dispose of the Same in any manner he likes without any interference from any Vendee and Vendee hereby expressly consents to the same. The Vendor /nominee shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the existing electric, water, sewage and sewage connections but at the Vendor's own cost. Further the terrace of the Building except the portion sold including the parapet walls shall always be the property of the Vendor. Agreement with the Vendee in the said Building shall be subject to the aforesaid rights of the Vendor who shall be entitled to use the said terrace including parapet walls for all purpose including the display of advertisement, hoardings, neon sign, telecom towers and or sign boards or any other use and the Vendor shall always have the right to access to the roof, parapet walls, etc. The Vendee hereby gives consent to the same and agrees that the Vendee shall not be entitled to raise any objection or claim any reduction in the price of Shop/ Service Apartment acquired by him or any compensation or damages on the ground of inconveniences or any other ground whatsoever. The Vendor alone shall have the right and be entitled to get the refund or various securities deposited by the Vendor during or after the construction of the Building with various Government Authorities.

39. That the Vendee may transfer by in an manner, the Said Shop/ Service Apartment after obtaining a No Objection of the Vendor and / or the maintenance agency as regards clearance / payment of

outstanding maintenance charges and any other charges payable by the Vendee to the Vendor or the Maintenance Agency / the Shop/ Service Apartments Association / Society concerned with maintenance of common areas, facilities and services.

40. 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 HEREIN ABOVE

SCHEDULE 'A'
(Description of the Said Shop/ Service Apartment)

Description of the said Shop/ Service Apartment conveyed to the Vendee

All that piece and parcel of the built-up **Shop/ Service Apartment bearing No----- on -----**
-- Floor, having a area of ----- Sq. Mtrs. (----- Sq. Ft.), along with undivided and impartibly proportionate share in the land underneath the Building and undivided proportionate share in the common areas of the Building including all easmentary rights attached thereto alongwith right of use to general commonly used areas and facilities earmarked for common use of all occupants within the said Complex being part of the "-----" situated at, Village Noor Nagar, Pargna Loni, Tehsil & District Ghaziabad, U.P.

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

SIGNED, EXECUTED AND DELIVERED BY

For M/s -----.

(Authorized Signatory)
VENDOR

VENDEE

WITNESSES :-

1-

2-

NOTE:

1. In case of service apartment, the word 'shop' used above shall be appropriately changed to mean Service Apartment.
2. This proforma is based on the contents accepted by the sub-registrar's office currently. If revised contents are specified by the registrar's office at a later date then the same shall be applicable.