

**SALE DEED**

- |  |   |  |
|--|---|--|
| 1. Type of Property  | : | Residential ( <i>or commercial</i> )   |
| 2. Mohalla/Gram  | : | Residential (GroupHousing), situated<br>At GH-03B, Sector-12, Greater Noida West   |
| 3. Details of Apartment  | : | ( <i>address of apartment, details of project and<br/>tower and complete address along with<br/>khasra no. and parking details</i> ) |
| 4. Carpet Area   | : |  |
| 5. Exclusive Balcony /<br>Verandah / Open Terrace<br>Area (EBVT)   | : |  |
| 6. Status of Public Road   | : |  |
| 7. Sale Consideration  | : |  |
| 8. Basic Circle Rate   | : |  |
| 9. No Less for_ floor in basic<br>circle rate and add 9% for<br>all amenities, less 5% for<br>rain water harvesting<br>system, rate<br>Comes | : |  |
| 10. Govt. Value  | : |  |
| 11. Stamp Duty paid  | : |  |

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

**CONVEYANCE DEED**

THIS CONVEYANCE DEED (“Deed”) is made and executed at Greater Noida West on this \_\_\_\_ day

of \_\_\_\_\_, 20.. by and between:

- M/S SUBLIME REALTECH PVT LTD**, a company duly registered under the provisions of the Companies Act, 1956, having CIN U70200DL2015PTC341545 having **PAN No. AAVCS7749C**.

having its registered office at A-118/1, 3<sup>RD</sup> FLOOR, VIKASH MARG, SHAKARPUR, EAST DELHI, NEW DELHI-110092, and having its Site Office at GH-03B, SECTOR-12, GREATER NOIDA WEST through its Authorized Signatory **Mr. KAMAL KISHOR S/o KANHAIYA LAL GUPTA** duly authorized vide resolution passed by its Board of Directors in its meeting held on 6<sup>TH</sup> JUNE 2022 (hereinafter referred to as “**First Party**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

OF THE ONE PART

## AND

2. (Name of buyer/vendee/Allottee with relation to guardian/ spouse and current address) hereinafter referred to as “Vendee” which was referred by name ‘Allottee’ in the agreement for sale between concerned parties dated \_\_\_\_\_, which expression, unless repugnant to the context or meaning thereof, shall mean and include their respective legal heirs, legal representatives, and assigns), of the **OTHER PART**.

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

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

**WHEREAS:**

- A. The Vendor is constructing / has constructed a group housing complex on the land totaling to 20000 sq. mts., comprising under Khasra Nos. \_\_\_\_\_, situated in the area GH-03B, SECTOR -12, GREATER NOIDA WEST (hereinafter referred to as “**Project Land**”), for itself and as per inter-se agreement bearing Registration No. **10903** dated 29-04-2016  
 Bahi No. \_\_\_\_\_, Jild No. \_\_\_\_\_, Page No.1 and (*agreement details with other companies or developers if any*), after obtaining sanction of building plans from Greater noida industrial development authority (hereinafter referred to as “**GNIDA**”), vide its letter bearing No. PLG/BP SM-27-MAY-2022:14562 dated 21-10-2022
- B. Pursuant to the aforesaid sanction of building plan, the Vendor developed the Project Land by constructing thereon a Group Housing Complex, namely “**SPRING ELMAS**” (hereinafter referred to as “**Said Complex**”) and bearing UP RERA registration number UPRERAPRJ \_\_\_\_\_, comprising of several multi-storied Towers /buildings having residential apartments (*details regarding commercial project if commercial*), along with other common services and facilities being part of the Said Complex, in accordance with the sanctioned building plans and were compounded by GNIDA vide its letter No. PLG/BP SM-27-MAY-2022:14562 dated 21-10-2022
- C. Upon partial completion of construction of Said Complex, an application was submitted by the Vendor to GNIDA for grant of completion/occupation certificate. Thereafter, GNIDA vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_ has granted partial completion/occupation certificate in respect of the Towers, namely \_\_\_\_\_ being part of the Said Complex, on the conditions as contained therein.
- D. On an application submitted by the Vendees, the Vendor agreed to allot, vide a letter of allotment dated \_\_\_\_\_ (hereinafter referred to as “**Allotment Letter**”) duly executed between them an Apartment bearing No. \_\_\_\_\_ (herein “**Said Apartment**”), on \_\_\_\_\_ Floor in Tower- \_\_\_\_\_, Block \_\_\_\_\_ (herein “**Said Building**”), in the Said Complex, having a Carpet area measuring \_\_\_\_\_ as per annexed map 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 easementary rights attached thereto, and also with usage rights of

\_\_\_\_\_ **COVERED** parking space.

- E. The Vendees have been provided by the Vendors with all the relevant information's, documents, building plans and such other credentials with respect to its rights, title and interest in the Project Land, and its competency, facilities and basic infrastructure provided in the Said Building. The Vendees have confirmed that they have examined the said documents, building plans, etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Vendors in the Project Land/Said Complex/Said Building and have also understood all limitations and obligations of the Vendors in relation thereto. The Vendees herein, thus, has relied solely on their own judgment while deciding to seek allotment of the Said Apartment. There has never been any objection by the Vendees in this respect after the allotment of the Said Apartment by the Vendors, and as such, pursuant to the allotment, the Vendees are now entering into this Sale Deed in respect of the Said Apartment.
- F. For the purposes of this Sale Deed, "Common Areas and Facilities" means and includes:
- (i) the land on which the Said Building is located and all easements, rights and appurtenances belonging thereto and the Said Building;
  - (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, stair-way, and entrances and exits of the Said Building;
  - (iii) The community / club building, swimming pool, gymnasium, parks and gardens in the Said Complex.
  - (iv) installations of common services such as power, light, sewerage treatment plant and rain water harvesting in the Said Complex;
  - (v) the elevators, tanks, pumps, motors, expressers, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors; and
  - (vi) Circulation area, service areas including but not limited to, machine room, overhead water tanks, stores etc., architectural features, if provided and security control rooms.
- G. All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas & facilities and shall be reserved for use of certain apartment or apartments to the exclusion of other apartments without the interference of other apartment owner(s).

"Limited common areas and facilities", means those common areas and facilities within the Said Building earmarked/ reserved including Open / Covered parking

spaces, storages etc. for use of certain apartment or apartments to the exclusion of other apartments.

- H. The Vendees, since have paid the total agreed consideration to the Vendors as mentioned hereinafter, the Vendor, by virtue of this sale deed, jointly and severally, transferring and conveying their respective rights, title, claim and interest in the Said Apartment to the Vendees, on the terms and conditions, as set out hereinafter.

**NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:**

1. That in lieu of receipt of the Total consideration amount viz., an amount of **Rs. ....../-(Rupees ..... Only)** already paid by the Second Party to the First Party in accordance with the payment plan stated in the Allotment Letter and Agreement for Sale, and subject to various assurances, undertakings and covenants of the Second Party as contained herein, including duly abiding by the terms of the Allotment Letter and Agreement for Sale and particularly those relating to proper conduct and maintenance of the said Residential Flat and the said Project, the First Party along with the Confirming Party doth hereby grants, and conveys to the Second Party and the Second Party gets conveyed from the First Party, the said Residential Flat, i.e., the said residential ..... comprising of ....., in **Tower....** within the Project, having approx. carpet area admeasuring ..... **Sq. Ft. i.e. .... Sq. Mtrs**, alongwith the exclusive right to use ..... (**“Parking”**) in the limited common areas as permissible under the applicable law and of pro rata share in the Common Areas of the Project (hereinafter referred to as the **“said Residential Flat”** more particularly described in **Schedule A** and the floor plan of the Residential flat is annexed hereto and marked as **Schedule B**).
  
2. That the Parking allotted with the said Residential Flat is/are to be held and used by the Second Party as an integral and inseparable part of the said Residential Flat. The Parking shall not be treated as an independent legal entity nor shall it be alienated independently of the said Residential Flat. In the event of Second Party desiring to convey the said Residential Flat, the Second Party shall do so provided that the Parking is transferred along with the said Residential flat as a composite unit.

3. No parking of car/vehicle is allowed inside the Project except to those apartment/unit purchasers in the Project, 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 Second Party; no other place will be provided/allowed for the same. The First Party also reserves its right to allot the un-allotted parking spaces in future after handing over the maintenance of the Project to the association of owners/allottees of the apartments.
4. That the First Party covenants that this Deed is executed in its entirety and the First Party has received the entire total consideration amount for the Said Residential flat amounting to **Rs. ....../- (Rupees ..... Only)** the receipt of which the First Party hereby confirms, admits and acknowledge.
5. That the Total Consideration amount paid by the Second Party to the First Party for the said Residential Flat is inclusive of the external development charges or any other charges levied against the Project by any Governmental authority as on the date of execution of this Deed. However, if as a consequence of Government, Statutory or Local Authorities enhancing the charges already levied or levying any additional charges in respect of services, facilities, infrastructure, city development charges provided or to be provided then the enhanced or fresh levies shall be payable additionally by the Second Party to the First Party proportionately to the super area of the said Residential Flat.
6. In case the Second Party has availed loan facility from financing bodies to facilitate the purchase of the Residential Flat, then in that case (a) The terms of the financing agency shall exclusively be binding and applicable upon the Second Party only, (b) The Second Party 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.
7. The Second Party hereby gets exclusive possession of the covered/ built-up area of the Residential Flat. The Second Party shall also have undivided proportionate share in the Common Areas and facilities in the Project and shall use such Common Areas and facilities harmoniously with other occupants of the Project without causing any inconvenience or

hindrance to any of them. The Second Party shall also be entitled to use the general common areas and facilities within the Project earmarked for common use of all the occupants of the same. Further, the use of such Common Areas and facilities within the Project shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.

8. Except for the Residential Flat, 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 Project, all rights and interests in all unallotted / unsold areas in the Project, open spaces, roofs / terraces, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the First Party and the First Party 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 First Party may deem fit in its sole discretion.
9. The Second Party shall not be entitled to claim partition of his/her/their undivided share in the underlying Project Land, and the same shall always remain undivided and impartible and unidentified.
10. That at present the fire safety measures in the Common Areas of the Project have been provided where ever required as per the existing fire safety code / regulations and charges therefore are included in the total consideration amount of the said Residential Flat. If, however, due to any subsequent legislation(s), Government Regulation, Order or Directive the First Party is required to undertake / install any further fire safety measures, the additional cost in respect thereof shall also be payable by the Second Party to the First Party proportionate to the super area of the said Residential Flat, upon written demand made by the First Party,
11. That at present the First Party has provided the electrical power facility and supply system for the Project as per prevailing requirement and present government norms. That all charges for consumption of electricity, water or any other service or facility provided in the said Residential Flat shall be borne and paid exclusively by the Second Party from the date of offer

of possession/date of taking actual possession of the said Residential Flat, whichever is earlier. It is further agreed that the Second Party shall bear the proportionate cost of additional power requirement and change in the present arrangement of power supply for the Project, if any, required at a future date.

12. That the First Party has assured the Second Party and the Second Party is satisfied that the Said Residential flat does not have any encumbrances, liens and charges, easements, attachments of any nature etc., which may restrict the First Party to convey the Said Residential flat to the Second Party and the First Party has the full unencumbered rights and authority to convey the said Residential Flat.
13. That the Second Party confirms that the Second Party has got conveyed the said Residential Flat with full documented knowledge and understanding of all the laws, by-laws, rules, regulations, government orders and notifications as applicable to the said Project in general and the said Residential Flat in particular and all terms and conditions contained in the Allotment Letter and Agreement for Sale, and of all the laws, notifications and rules applicable to the area in which the said Project is located in general and group housing projects in particular, including but not limited to those imposed by GNIDA and other terms and conditions contained/imposed by the concerned Government or Local Authorities/Bodies from time to time and that he/she/it has familiarized himself/herself/itself with all the aforesaid and other agreements, arrangements etc. and clearly understood his/her/its right, duties, responsibilities, obligations under this Deed.
14. That the Second Party confirms that he/she/it has personally inspected the entire said Residential Flat, satisfied himself/herself/itself about the quality, specifications and extent of construction, carpet area, facilities, amenities and design of the Residential Flat and has understood all building plans of constructions, title documents of the Said Land/Project Land, deemed completion certificate of the said Project, the rights of the First Party to own/possess the Said Land/Project Land, execute this Deed and all other documents relating to the title, competency and all other relevant details of the said Residential Flat along with the Said

Land/Project Land including legal completion of the Project and the Second Party is fully satisfied.

15. That the First Party along with the Confirming Party has handed over actual vacant peaceful and physical possession of the said Residential Flat along with proportionate share in the underlying Project Land to the Second Party on execution of this Deed. The Second Party has duly taken possession of the said Residential Flat from the First Party without any demur or protest.
16. That save and except the said Residential Flat hereby conveyed to by the Second Party, the Second Party shall have no right, title, interest or claim of any nature or kind whatsoever in the Project, except the undivided and proportionate interest in the Common Areas and facilities of the said Project.
17. The Second Party shall not encroach or obstruct or keep any of his/her/its/their items in the stairs, corridors, lobby, entrance or other common areas of the tower in which the Said Residential Flat is located, in any manner whatsoever. The Second Party 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 Second Party 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 Residential Flat or on open/covered parking space(s) or on any Common Areas within the Project and shall be liable to be removed at his/her /their cost.
18. The Second Party shall not cover or construct any structure in the balcony area of the Said Residential Flat. Upon breach of this condition by the Second Party, the Second Party shall be solely liable and responsible to face the adverse actions of the statutory authorities or by First Party.
19. That the Second Party has duly inspected the said Residential Flat and is satisfied with the quality of building materials, fittings and fixtures of the said Residential Flat. Except as

permitted under the applicable laws, the Second Party shall have no claim against the First Party in respect of any item of work, fittings and fixtures in the said Residential Flat which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever. The Second Party is entitled to the use and occupation of the said Residential Flat without any interference but subject to the terms and conditions, stipulations and restrictions contained in this the Allotment Letter, Agreement for Sale, and this Deed.

20. That the Second Party undertakes to abide by all laws, rules & regulations and terms & conditions if any imposed by GNIDA, and / or of the local bodies and any other act as applicable from time to time on the Project in general and on the said Residential Flat in particular and shall be liable for any defaults or breaches of any of such conditions, rules or regulations.
21. That the Second Party shall from the date of possession maintain the said Residential Flat at his / her / its own cost in a good and tenable condition, and repair and maintain the same properly. The Second Party shall also keep the internal and external areas of the said Residential Flat in a neat, clean and tidy condition. The Second Party shall keep the Residential Flat properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Project or hinder the proper and responsible use of such portion(s) by the First Party and owners of other flats. The Second Party shall maintain at his/her/their own costs the Residential Flat 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 Project, more particularly the flats adjoining and below it. The Second Party shall keep the First Party, and owners / occupiers of other flats in the Project indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Second Party.
22. Under the terms of applicable laws, it is provided that in case the project is developed in phases its shall be the duty of the promoter to maintain those common areas of the project which are

not complete and handover the same to the association of flat owners once all the phases are completed. It is provided hereunder that the First Party is developing the larger group housing project in two phases (“**Larger Project**”) and the Project is the first phase of the Larger Project. The maintenance & management of the Larger Project shall be handed over to the association of flat owners only post the receipt of completion certificate of the entire Larger Project. The Second Party has agreed and undertaken to enter into and to execute a Maintenance of Common Services Agreement with the Nominated Maintenance Agency, which shall inter alia contain the provisions regarding the manner of payments and consequences of default/delay in making payment of maintenance charges. The Second Party has undertaken to deposit with the Maintenance Agency an Interest Free Maintenance Security (herein “**IFMS**”) and also pay Advance Maintenance Charges (AMC) towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges etc. The IFMS shall be refundable in terms of the arrangement mentioned in the Maintenance Agreement.

23. The First Party has provided power back-up system to each flat and to the common services/facilities in the Project. The Second Party shall be liable to pay regularly and timely the charges towards electricity consumed by the Second Party 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 the Maintenance Agency.
24. The maintenance of the Residential Flat including all walls and partitions, sewers, drains, pipes, attached lawn and attached terrace areas shall be the exclusive responsibility of the Second Party from the date of the possession / deemed possession. Further, the Second Party will neither himself/herself/itself do nor permit anything to be done which may damage any part of the building in which the Residential Flat is situated, the staircases, shafts, common passages, adjacent flat/s etc. or violates the rules or bye-laws of the local authorities or the Association.

25. The Second Party 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 Project / club for organizing meetings and small functions, the same may be used by the Second Party on payment of such charges as may be fixed by the First Party/Maintenance Agency/Association from time to time.
26. The First Party shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Residential Flat of the said Second Party or other flats / Common Areas of the Project. The Second Party shall keep the Maintenance Agency/Association and the First Party indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency, Association, the First Party and other flat owners of the Project or their family members or any other persons or their properties in this regard.
27. All the provisions contained herein and the obligations arising hereunder in respect of the Residential Flat / Project shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and / or subsequent purchasers / transferees of the Residential Flat.  
  
Whenever the right, title and interest of the Second Party in the Residential Flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Deed and the Maintenance Agreement referred to elsewhere in this 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 Residential Flat.
28. Whenever the title of the Residential Flat 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 Residential Flat.
29. The structures of the Project along with lifts, pump houses, generators and other common facilities etc., may be got insured by the Second Party (if required).

30. The Second Party shall not keep any hazardous, explosive, inflammable chemicals/materials etc. which may cause damage to the Residential Apartment/Project or any part thereof. The Second Party shall be liable for the same and keep the First Party and owners of other flats in the Project indemnified in this regard.
31. That the usage of the Common Areas and facilities of the Project by the Second Party shall be subject to restrictions, rules and regulations placed by the First Party/Maintenance Agency or the Association, as the case may be.
32. Till the formation of the Association and handover of the Common Areas to the Association by the First Party in accordance with the Act and the Rules, The maintenance of the Common Areas and provision of common services, facilities and amenities shall be carried out by the nominated Maintenance Agency. The Second Party shall be responsible to pay maintenance charges to the Maintenance Agency or the Association, as the case may be.
33. The Second Party 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 building or anywhere on the exterior or on common areas or on roads of the Project and shall be entitled to display their own name plate only at the proper place, provided for the Residential Flat.
34. The Second Party may undertake non structural / interior decorations related alterations in his/her/their flat only with the prior written approval of the First Party / Association/ Maintenance Agency. The Second Party 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 Residential Flat or any part of adjacent flats/units. In case damage is caused to an adjacent flat or common area, the Second Party will get the same repaired failing

which the cost of repair may be deducted from the Second Party's IFMS deposit and the Second Party shall deposit the same within seven days.

- (ii) Changes that may affect the facade of the building in the Project (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 Project.
  - (iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Residential Flat.
35. The Second Party shall strictly observe following points to ensure safety, durability and long term maintenance of the Project:
- (i) No changes in the internal lay-out of the Residential Flat should be made without consulting a qualified structural consultant and without the written permission from the First Party / Association/ 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 Project. The plumbing network inside the Residential Flat 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 Second Party shall not cover the balcony/ terrace of the Residential Flat 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 Second Party should make sure that all water drains in the Residential Flat (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) Second Party should avoid random parking of his/her vehicle and use only his allotted parking bay.
  - (x) If the Second Party rents out the Residential Flat, he/she/it is required to submit all details of the tenants to the Maintenance Agency or the Association, as the case may be. The Second Party will be responsible for all acts of omission and commission of his tenant. The Maintenance Agency or the Association may object to renting out the Residential Flat to persons of objectionable profile.
  - (xi) Second Party is not allowed to put the grills in the Residential Flat as per individual wish, only the design approved by First Party will be permitted for installation.
36. The Second Party shall not object or interfere or raise any claim and/or demand in case additional FSI is granted/permitted on the Said Land/Project Land/Project and the First Party carries out additional construction pursuant thereto on the Said Land/Project Land/Project. The First Party shall be entitled to any such additional FSI and the Second Party shall not raise any dispute or objection for construction and development to be carried by the First Party

on such additional FSI, which may be developed as additional floors or additional towers in the Project.

37. That the Second Party shall be liable to compensate the First Party for property / house taxes, ground rent, lease money, vacant land tax, fire tax, education tax, scavenging tax, water charges or any other taxes, charges in advance every year which may be levied on the said Residential Flat from date of expiry of offer of possession/date of taking actual possession, whichever is earlier. The charges shall be borne by the Second Party in proportion to the super area of the said Residential Flat irrespective of the fact that the Second Party was keeping his Residential Flat vacant & locked or was not occupying the said Residential Flat when it was not completed / occupied.
38. That the terms and conditions of the Allotment Letter and Agreement for Sale shall be construed as an integral part of this Deed and in case of any conflict, the term of this Deed shall prevail.
39. Upon formation of the Association in accordance with the Act and the Rules, the First Party shall handover the Common Areas to the Association in accordance with the Act and Rules, for running, operation, preservation, upkeep and maintenance of the Common Area.
40. That the Second Party agrees to become member of the aforesaid Association and sign and execute their memorandum, articles, bye laws, rules, regulations and other applications or documents necessary as prescribed by the Association.
41. That the Second Party shall be entitled to get the said Residential Flat mutated and transferred in Second Party's own name in the records of all the concerned authorities on the basis of this Deed or through its certified copy, at Second Party's own cost and expenses.
42. The Second Party may transfer by sale, gift, exchange or otherwise in any manner, the Residential Flat after obtaining a No Objection Certificate from the First Party and / or the Maintenance Agency and/or Association with regard to clearance / payment of outstanding

maintenance charges and any other charges payable by the Second Party to the First Party or the Maintenance Agency / the Association concerned with maintenance of Common Areas, facilities and services.

43. That the Second Party acknowledges & consents that construction & developments activities shall be continued by the First Party in other block of the complex without any objection by the Second Party & the First Party shall be entitled for joining the further developed facilities like sewer, water, electricity with the existing services without any objection by purchaser.
44. The Second Party may, in case of any need, get the photocopy of relevant documents pertaining to the said Residential Flat from the Maintenance Agency on request and on payment of administrative charges.
45. In the event of any controversy as to the interpretation and applicability of the terms and conditions as mentioned in the Allotment Letter, Agreement for Sale and the terms and conditions contained as in the Deed, the terms and conditions as contained in the Deed shall prevail and shall remain binding on the Second Party.
46. In terms of the Act, the First Party shall be responsible for structural defects in the said Residential Flat or any other defect in workmanship relating to the said Residential Flat, only if such defect is brought to the notice of the First Party within a period of 5 (five) years from the date of offer of possession. It shall be the duty of the First Party to rectify such defects without further charge, within such reasonable time as may be required, of the notice received from the Second Party.

Provided, the First Party shall not liable for any such structural / architectural defect which results from / induced by: (i) the Second Party, by means of carrying out structural or architectural changes from the original specifications / designs; or (ii) any act, omission or negligence attributable to the Second Party or non-compliance of any applicable laws by the Second Party; or (iii) ordinary wear and tear in due course; (iv) any defect arising out of fixtures, fittings in the Residential Flat that is not attributable to the First Party.

47. That the Second Party shall be entitled to transfer and/or assign his / her / its rights and interest in the said Residential Flat to any individual after obtaining no dues certificate in writing from the First Party/Maintenance Agency/Association, and if the Common Areas are being transferred to the Association as per the terms mentioned above then no dues certificate in writing of such Associations the case may be.
48. That Second Party shall be responsible for his / her / its Income Tax and Capital Gains Tax liabilities for income received and/or gains arising out of the transaction under this Deed.
49. That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India. The District Court alone shall have the jurisdiction to entertain any case/dispute arising out of or as a consequence of this Deed.
50. That all present and future expenses, charges etc., including the stamp duty, registration charge and other incidental expenses payable in relation to the said Residential Flat under this Deed will be borne and paid by the Second Party alone.
51. If any provision of this Deed is prohibited or determined to void, illegal or unenforceable under applicable laws, such provision shall be deemed to be amended in so far as inconsistent with purpose of this Deed and to the extent necessary to conform to applicable laws and remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.
52. No waiver of any of the terms of this Deed shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

**IN WITNESS WHEREOF**, The **FIRST PARTY, CONFIRMING PARTY** and the **SECOND PARTY** have signed this Deed of conveyance/sale at Greater Noida West on the date first mentioned above in the presence of the following witnesses:

**SIGNED, EXECUTED & DELIVERED BY:**

**VENDOR**

**VENDEE(S)**

**Witnesses**

1.

2.

**SCHEDULE A**

**DESCRIPTION OF THE SAID RESIDENTIAL FLAT**

**SCHEDULE B**

**FLOOR PLAN**