

PROFORMA/DRAFT COPY OF SALE DEED

1. Type of Property : Residential Group Housing
2. Mohalla/Gram : WINDSOR PARADISE II  
A Residential Group Housing complex  
Developed by High End Infratech Pvt. Ltd. at  
Khasra No. 1005, 1006, 1007 & 1008,  
situated at Raj Nagar Extension, N.H-58,  
in Village- Noor Nagar, Ghaziabad(U.P.)
3. Detail of Apartment : Apartment No. \_\_\_\_\_, on \_\_\_\_\_  
Floor, in Building being part of the  
residential Complex WINDSOR PARADISE  
II situated at Raj Nagar Extension, N.H-58,  
in Village Noor Nagar, Ghaziabad (U.P.),  
hereinafter referred  
to as Said Property / Apartment.
4. Super Area : \_\_\_\_\_Sq. Ft. (\_\_\_\_\_ Sq. Mtr.)
5. Covered Area : \_\_\_\_\_Sq. ft. (\_\_\_\_\_Sq. mtr )
6. Status of Road : 30\_Mtrs. Wide.
7. Open / Covered Parking : One \_\_\_\_\_ Car Parking  
(Right to use only)
8. Sale Consideration : Rs. \_\_\_\_\_/-
9. Basic Circle Rate : Rs. ....../- per Sq. Mtr.  
Less \_\_\_\_\_ for \_\_\_\_\_ Floor and add 9% in basic  
rate for all facilities and less 5% for Rain  
Water Harvesting
10. Govt. Value : Rs. \_\_\_\_\_/-
11. Stamp duty paid : Rs. \_\_\_\_\_/-

Boundaries of the Plot of Land:

- East : Other Builder's housing project  
West : Chakrod and other builder's Housing Project  
North : 30 Mtr. Road  
South : Open Land other Group Housing Project

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

## SALE DEED

THIS SALE DEED is executed at Ghaziabad on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

### BETWEEN

1. M/s. HIGH END INFRATECH PVT. LTD., a Company registered under the provisions of the Companies Act, 1956, having its Registered Office at A-96, Second floor, Vivek Vihar-1, Delhi-110096 hereinafter referred to as the "VENDOR", through its Authorized Signatory/Director Shri. \_\_\_\_\_ S/O- \_\_\_\_\_ duly authorized vide Board's Resolution dated \_\_\_\_\_ which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors – in – interest and assigns, of the ONE PART.  
(PAN : AABCH9823Q )

### AND

2. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_

hereinafter referred to as the "Vendee(s)", which expression, unless repugnant to the context or meaning thereof, shall mean and include his/her/their legal heirs, legal representatives, and assigns) of the OTHER PART.

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

### W H E R E A S:

- A. The Vendor, developed a group housing complex, namely at WINDSOR PARADISE II Group Housing Developed by High End Infratech Pvt. Ltd. "at Khasra No. 1005, 1006, 1007 & 1008 (herein "Said Complex") on the land, admeasuring 22240 Sq. Mtrs. Approximately, comprising under Khasra No. 1005, 1006, 1007 & 1008 situated at Village Noor Nagar, Pargana Loni, Ghaziabad (U.P.) (hereinafter referred to as the "Said Land") after obtaining requisite sanction of lay out plan/building plan from Ghaziabad Development Authority, (herein "GDA") vide its letter bearing No. 378/Zone-1/GH/14-15 dated 15/01/2015, in respect of the Said Land.
- B. Whereas as per the prevalent laws relating to Far/Purchasable FAR to permissible, the Company has the right to raise about \_\_\_\_\_ dwelling units on the said land for which the allottee undertakes not to raise any objection whatsoever. Further more the allottee confirms that the number of dwelling units as proposed to be developed by he company as full consent of the allottees.
- C. GDA sanctioned the Building Plan in respect of the Said Land, in view of the rights, title, claim and interest of the Vendor in respect thereof, purchased by it through Sale Deed vide entered in Book No. I volume 5094 on pages 01/1178 document No. 9010 dated 07.09.2011 in the office of Sub-Registrar, Ghaziabad and Book No. I volume 5546 on pages 259/318 document No.1951 dated 22.02.2012 in the office of Sub-Registrar,

Ghaziabad and Book No. I volume 5570 on pages 205/312 document No. 2265 dated 02.03.2012 in the office of Sub-Registrar, Ghaziabad and Book No. I volume 5698 on pages 289/450 document No. 3958 dated 03.04.2012 in the office of Sub-Registrar, Ghaziabad to develop and construct the Said Complex and to allot, sell, lease and transfer the Apartments, which would be available on development of the Said Land and to execute and register the sale deeds in respect thereof conveying and transferring the same to the prospective buyer(s).

- D. Whereas he said total land area out of khasra no. 1005, 1006, 1007 and 1008 has been mutated in the name of M/s High End Infratech Pvt.Ltd. in the revenue records of Tehsildar, Ghaziabad.
- E. Whereas vide orders dated 30.12.2011 and 13.08.2012 the said land has been converted into non-agricultural u/s 143 UPZALR act.
- F. After obtaining sanctioning of building plans from GDA, as aforesaid, the Vendor has developed and constructed the Said Complex, consisting of several towers/buildings, having residential Apartment's along with other common services and facilities, as per sanctioned building plans.
- G. The Vendor offered for allotment and sale of the Apartments in the Said Complex, and by virtue of an Apartment Buyer's Agreement, the Vendor had allotted to the Vendee(s) an Apartment bearing No. \_\_\_\_\_ (herein "Said Apartment"), on \_\_\_\_\_ Floor, (herein "Said Building"), having a super built-up area (also referred to as Super Area) measuring \_\_\_\_\_ Sq. Mtr. (\_\_\_\_\_ SQ. Ft.), along with undivided and impartible proportionate share in the land underneath the Said Building, in which the Said Apartment is situated and undivided proportionate share in the common areas of the Said Building including all easementary rights attached thereto, and also with usage rights of One \_\_\_\_\_ Car Parking for an agreed consideration and on payment of other charges and in accordance with the terms and conditions of the Apartment Buyer's Agreement.
- H. The Vendee(s) has been provided by the Vendor with all the relevant information's, documents, building plans and such other credentials with respect to its rights, title and interest and its competency, facilities and basic infrastructure provided in the Said Building. The Vendee(s) has confirmed that he/she/they has/have examined the said documents, building plans etc., and is/are fully satisfied in all respects with regard to the rights, title and interest of the Vendor in the Said Building and has/have also understood all limitations and obligations of the Vendor in relation thereto. The Vendee(s) herein thus has relied solely on his/her own judgment and investigation while deciding to seek allotment of the Said Apartment. There has never been any investigation or objection by the Vendee(s) in this respect after the allotment of the Said Apartment by the Vendor, and as such, pursuant to the allotment, the Vendee(s) is now entering into this Sale Deed for the Said Apartment.
- I. For the purposes of this Sale Deed, "Common Areas and Facilities" " Limited common Areas and Facilities" and Independent Areas are defined as under:
  - a) Common Areas and Facilities means and includes:

- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community and commercial facilities as provided in the real estate project;
- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- b) “Independent Area”: The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/ promoter without the interference of other Flat/Unit owners.
- c) Limited Common Area and Facilities: Those which are reserved for use of certain Flat/Unit or Flats/Units to the exclusion of the other Flat/Unit.
- d) The Vendee(s), since has/have paid the total agreed consideration to the Vendor, the Vendor, by virtue of this sale deed, is transferring and conveying the Said Apartment, in favor of the Vendee(s), on the terms and conditions, as set out hereinafter;

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

1. In consideration of a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), which consideration is already paid by the Vendee(s) to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits before the Sub-Registrar, Ghaziabad, and in consideration of the undertaking of the Vendee(s) to pay such further amount, as he/she/they may be at any time hereto after becomes liable to pay in terms of this Sale Deed, and also subject to all those terms and conditions contained in the Apartment Buyers Agreement, as referred hereinabove, which may or may not have been specifically incorporated herein, the Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee(s) the Said Apartment, as morefully described in Schedule “A” given hereunder, and for greater clarity delineated on the plan attached hereto, together with the undivided and impartible proportionate share in the land underneath the Said Building and the undivided proportionate share in the common areas of the Said Building and alongwith all rights, privileges and easements whatsoever necessary for the enjoyment of the Said

Apartment and with the right to use one specified/earmarked One \_\_\_\_\_ Car Parking in limited common areas and facilities, TO HAVE AND TO HOLD the same unto and to the use of the Vendee(s) and his/her/their successors-in-interest and assigns, legal heirs, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter contained and each of them.

2. The Said Apartment hereby sold, conveyed and assured under this Sale Deed is free from all sorts of encumbrances or charges (except those created on request of the Vendee(s) to obtain housing loan for purchase of the Said Apartment), transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same.
3. The vacant and peaceful possession of the Said Apartment hereby sold has been delivered by the Vendor to the Vendee(s) and the Vendee(s) has taken possession of the same, after physical inspection of the Said Apartment, and after having satisfied himself about the quality, specifications and extent of construction, super area, facilities and amenities and design of the Said Apartment and undertakes not to raise any dispute hereto after in connection therewith individually or collectively.
4. In case, the Vendee(s) has availed loan facility from his employer or financing bodies to facilitate the purchase of the Said Apartment, then in that case (a) the terms of the financing agency shall exclusively be binding and applicable upon the Vendee(s) only, (b) the Vendee(s) shall alone be responsible for repayment of dues of the financial institution/agency alongwith interest / penalty accrued thereon or any default in repayment thereof.
5. For computation purpose the Super Area means the covered area / built-up area of the Said Apartment, which is the entire area enclosed by its periphery walls including half of the area under common walls between two 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, lift rooms, sanitation/electrical and fire shafts etc, of the Building and proportionate share of the other common areas and facilities in the Said Complex like guard rooms, rooms for pumps, electrical/generator, electric, sewer and telephonic installations and other facilities etc.
6. The Vendee(s) gets exclusive possession of the covered/ built-up area of the Said Apartment. The Vendee(s) shall also have undivided proportionate share in the common areas and facilities within the Said Building and shall use such common areas and facilities harmoniously with other occupants of the Said Building without causing any inconvenience or hindrance to any of them. Further, the use of such common areas and facilities within the Said Building and of the Said Complex shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.
7. Except for the Said Apartment, conveyed herein alongwith all common easementary rights attached therewith, including undivided right of use of all common areas and facilities and of ingress and egress over common areas within the Said Complex, which may be within or outside the foot print of the Said Building, all rights and interest in all un-allotted / unsold areas in the Said Building, open spaces, roofs / terraces of the Said

Building, (except terraces of the ground floor), basements, parking spaces, (which are specifically reserved/allotted), common areas and facilities shall continue to vest in the Vendor and the Vendor shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode, which the Vendor may deem fit in its sole discretion.

8. The Vendee(s) shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.
9. The Vendee(s) shall not cover or construct any structure in around, above or below or encroach upon the One \_\_\_\_\_ Car Parking space specifically earmarked for the use of the Said Apartment. It is so understood and made clear that the parking space, earmarked for the use of the Said Apartment, does not have independent legal entity and shall always remain attached to and be integral part of the Said Apartment and shall in no case be dealt with in any manner in separation with the same. Whenever, the Said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously.
10. The Vendee(s) shall abide by and observe all the conditions, terms and covenants of the sale deed, approvals governing the Said Building / Said Complex, rules framed by the Vendor and or its maintenance agency and all laws, bye-laws, rules and regulations stipulated by GDA and/or the Municipal, Local and other Government or Statutory bodies and shall be responsible for and shall keep the Vendor and owners/ occupiers of other apartments in the Said Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.
11. The Vendor doth hereby covenant with the Vendee(s) that the interest, which the Vendor hereby profess to transfer is subsisting and the Vendor has good rightful power and authority, to convey, grant, transfer, assign and assure the Said Apartment unto the Vendee(s) in the manner aforesaid free from all encumbrances. In the event of any defect in the title of the Vendor, the Vendor shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Apartment, and the Vendee(s) shall have no other right to claim any compensation, interest or penalty or right in any other property in the Said Building.
12. No parking of car / vehicle is allowed inside the Said Complex except those of Vendee(s)s, who have reserved the parking space. Two-wheeler, scooter, motor cycle, cycle or any vehicle will be parked within same parking space allotted to the Vendee(s); no other place will be provided / allowed for the same. The Vendor also reserves its right to allot the un-allotted parking spaces in future after handing over the maintenance of the Said Complex to the Residents Welfare Association of Owners/Allottees of the apartments. Any Welfare Association of Residents or of the owners/occupiers of the apartment etc. shall not have any right over the un-allotted parking spaces.
13. The Vendee(s) has already paid the sale consideration, as stated hereinabove, and all other dues/charges, which are payable from the date of application and/or, in terms of

Apartment Buyers Agreement, referred herein-above. However, if any additional charges, levies, rates, taxes, demands etc. including service tax/Gst, VAT / Works Contract Tax, development charges for the provision of peripheral and / or external services or for any other reason attributable to the Said Apartment / Said Building are charged, imposed or levied in future retrospectively or otherwise, then the same shall be treated as unpaid consideration of Said Apartment payable by the Vendee(s) and the Vendor shall have first charge / lien on Said Apartment for recovery of the same. The Vendee(s), however, agrees and undertakes to pay any such charges, taxes or levies, if charged, imposed or levied, and in the manner demanded by the Vendor.

14. The Vendor, has agreed to organize Operation, upkeep and maintenance of various services and facilities in the Said Building/Said Complex for the initial period of two years, as a facilitator. As such, the Vendor itself or through its nominated maintenance agency, will organize Operation, upkeep and maintenance of Said Building/Said Complex. The Vendee(s) has agreed and undertaken to enter into and to execute a Maintenance & Management Agreement (herein "Maintenance Agreement") with the Vendor/ maintenance agency. The Vendee(s) has undertaken to deposit with the Vendor / maintenance agency a Interest Free Maintenance Security (herein "IFMS") and also initially for two years Advance Maintenance Charges (AMC) towards recurring maintenance expenses, house keeping, watch & ward charges & other expenses including administrative charges etc. and amounts on account of Sinking Fund to be used for replacement of equipments such as lifts, generators etc.
15. The Building Maintenance & Management shall be handed over to Apartment Owners Association / Society (herein "RWA") after the expiry of said initial two year period or earlier as the case may be. However, in case RWA is not formed, the Vendor/agency may continue to provide maintenance and management services of the Said Building/Said Complex provided the Vendee(s) pays the maintenance charges and Sinking Fund / Capital Equipment Replacement and Repairs Fund. The Vendee(s) promises, agrees and undertakes to become member of RWA and to pay membership fee on its constitution / formation as per bye-laws.
16. The Vendee(s) is liable to pay maintenance charges as determined by the Vendor/maintenance agency, irrespective whether the Vendee(s) is in occupation of the Said Apartment or not.
17. The Maintenance Agreement, shall inter-alia contain the provisions, as under;
  - (i) Vendor/maintenance agency shall have right to enhance IFMS and the maintenance charges, from time to time.
  - (ii) The Vendor/maintenance agency may also, apart from other remedies open to it, restrict or object to the transfer of the Said Apartment by the Vendee(s).
  - (iii) The Maintenance charges and the consumption of electricity to the Said Apartment and the charges payable on account of Power backup, shall be paid by the Vendee(s) through pre-paid metering system. Supply of power backup/ electricity may be disconnected, and maintenance services stopped automatically in the Said Apartment, in case of default by the Vendee(s) to keep minimum balance, as may be notified, from time to time, in his/her

account. These services may only be restored after payment of requisite fee for reconnections and on clearance on all outstanding payments along with interest @ 21% for the period of delay.

- (iv) The Vendor may also, apart from other remedy open to it, for recovery of outstanding maintenance charges etc., restrict or object to the transfer of the Said Apartment by the Vendee(s), either by rent or sale.
- 18. In case of continuous failure of the Vendee(s) to pay the maintenance charges, the Vendor/RWA/Maintenance Agency , as the case may be, shall have right to adjust the amount of outstanding maintenance charges and the interest accrued thereon from the IFMS kept with it.
- 19. The Vendor/maintenance agency has provided power back-up system to each Apartment and to the common services/facilities in the Said Building. The Vendee(s) shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendee(s) 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/maintenance agency under prepaid system, failing which supply of electricity through mains or power back-up can be discontinued by them.
- 20. The maintenance of the Said Apartment including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Vendee(s) from the date of the possession / deemed possession. Further, the Vendee(s) will neither himself do nor permit anything to be done which may damage any part of the Said Building, the staircases, shafts, common passages, adjacent Apartment/s etc. or violates the rules or bye-laws of the Local Authorities or RWA.
- 21. The Vendor and/or its Agency and their authorized staff and workmen shall always have the right to enter into and upon the Said Apartment or any part thereof at all reasonable hours to set right any defect in the Said Apartment or the defects in the apartments above or below or adjoining the Said Apartment and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc. and the Vendee(s) covenants and agrees to permit them to do so. Any refusal by the Vendee(s) to allow such entry into or upon his/her apartment.
- 22. The maintenance of the Said Building/Said Complex shall be organized by the Vendor or its Agency through various outside outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the Vendor and / or its 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.
- 23. The Watch & Ward Security of the Said Building shall comprise of general security of the Said Complex. The responsibility of providing Watch & Ward Security services to the Said Complex/Said Building shall be entrusted to some outsourced Security Agency. Such security agency will be entitled to regulate entry into the Said Complex.



The security agency may not guarantee or ensure full proof safety and security of the Said Complex or Vendee(s) residing in the Said Complex/Said Building or their belongings and properties. It is made clear and agreed by the parties herein that neither the Vendor nor its 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 Apartment / Said Complex/ Said Building 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 or its Agency.

24. The Vendee(s) is not permitted to use the green lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties etc. If any common space is provided in the Said Building/Said Complex for organizing meetings and small functions, the same may be used by the Vendee(s) on payment of such charges as may be fixed by the Vendor/agency from time to time.
25. The Vendor shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, originating from the Said Apartment of the said Vendee(s) or other Apartments / Common Areas of the Said Building. The Vendee(s) shall keep Vendor/maintenance agency indemnified and harmless against any loss or damage that may be caused to them, the Vendor and other apartment owners of the Said Building or their family members or any other persons or their properties in this regard.
26. The existing use of the Said Apartment is residential and the Vendee(s) undertakes to use the Said Apartment for residential purpose only. The Vendee(s) shall therefore not use the Said Apartment conveyed herein for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to the Vendor and owners/occupants of other apartments in the Said Building.
27. The allottee after having sale deed of the Apartment allotted to him/her/them, executed and registered, may opt for renting out it to tenant in Apartment it shall be the sole responsibility of the allottee/owner to get the credentials of would be occupier of the Apartment checked and obtain his police verification done at his/her/them risk, pain and expenses and hand over the original police verification to the company. Then a Tripartite Agreement (among owner, tenant and company/RWA) shall be arranged to be executed before handing over the possession of Apartment to any such occupier as tenant, Tripartite Agreement shall be prepared in three original one hundred stamp paper and all three parties shall be given a copy to each of them.
28. The Vendee(s) shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax or any other such taxes, charges, levies etc. which are imposed, levied or charged, under any law in force or that may hereafter be enforced, in respect of the Said Apartment, from the date of allotment of Said Apartment. So long as Said Apartment is not 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 super area of the Said Apartment to the Vendor/maintenance agency, as the case may be, who on collection of the same from owners of all the Apartments in the Said Building shall deposit the same with the concerned Authority.

29. All the provisions contained herein and the obligations arising hereunder in respect of Said Apartment / Said Building / Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and / or subsequent purchasers / transferees of Said Apartment. Whenever the right, title and interest of the Vendee(s) in the Said Apartment is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale Deed and the Maintenance Agreement referred to elsewhere in this Sale Deed and he / she/ they be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Apartment.
30. That the Vendee(s) has agreed to become member of the Club and had paid onetime membership fee. The Vendor is liable to pay the recurring charges towards usage/maintenance charges of the club or for availing services such as **Gym** provided in the Club. In any case, the ownership of the Club shall always remain with the Vendor.
31. Whenever the title of the Said Apartment is transferred in any manner by way of sale deed whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Vendor/maintenance agency before affecting the transfer of the Said Apartment.
32. The Vendee(s) shall not raise any construction temporary or permanent in or upon the Said Apartment nor shall make any alteration or addition or sub-divide or amalgamate the Said Apartment. The Vendee(s) shall not demolish or cause to be demolished any structure of the Said Apartment or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or in any part thereof in view of structural safety of the Said Building. The Vendee(s) shall not remove the floor, roof and any walls of the Said Apartment including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the apartments above, adjoining and below it.
33. The Vendee(s) shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Apartment in any form. The Vendee(s) shall also not change the color 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.
34. The structures of the Said Building in the Said Complex along with along with certain electro-mechanical equipments installed therein such as lifts, pump houses, generators and other common facilities etc., may be got insured by the Vendor or maintenance agency, under Fire and Special Perils Policy at the expense of the Vendee(s)
35. 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 or maintenance agency, the Vendee(s) hereby authorizes the Vendor or maintenance agency, as the case may be, to lodge claim/s under the insurance policy and collect proceeds, there under on behalf of the Vendee(s) and Vendor or maintenance agency for the respective rights and interests and further agrees that any discharges given by the Vendor or maintenance agency to

the Insurance Company, its agents and/or its representatives will be binding on the Vendee(s).

36. The Vendee(s) shall not keep any hazardous, explosive, inflammable chemicals/materials etc. in the Said Apartment which may cause damage to the Said Building or any part thereof. The Vendee(s) shall be liable for the same and keep the Vendor and owners of other apartments in the Said Building indemnified in this regard.
37. The Vendee(s) shall keep the Said Apartment properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Said Building or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other Apartments. The Vendee(s) shall maintain at his/her/their own costs the Said 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/them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the Said Building, more particularly the apartments adjoining and below it. The Vendee(s) shall keep the Vendor, and owners / occupiers of other apartments in the Said Building indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee(s).
38. The Vendee(s) 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(s) shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by him in the Said Apartment or one \_\_\_\_\_ Car parking space or on any common areas within the Said Building or within the Said Complex and shall be liable to be removed at his/her /their cost.
39. Neither the owners / occupants of the Said Apartment nor owners / occupants of other apartments in the Said Building will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase / driveway and any other common passage, services and facilities in any manner whatsoever. The common areas e.g. staircase, driveway, passage etc will in no case be used for keeping / chaining any pets/ dogs or any animal / bird.
40. The Vendee(s) shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external façade of the Said Building or anywhere on the exterior or on common areas or on roads of the Said Building and shall be entitled to display their own name plate only at the proper place, provided for the Said Apartment.
41. The Vendee(s) may undertake non structural / interior decorations related alterations in his/her/their Apartment only with the prior written approval of the Vendor. The Vendee(s) 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 Apartment or any part of adjacent Apartments. In case damage is caused to an adjacent Apartment or common area, the Vendee(s) will get the

- same repaired failing which the cost of repair may be deducted from the Vendee(s)'s IFMS.
- (ii) Changes that may affect the facade of the Said Building (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
  - (iii) Making encroachments on the common spaces in the Said Building / Complex.
  - (iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Apartment.
42. The Vendee(s) shall strictly observe following points to ensure safety, durability and long term maintenance of the Said Building:
- (i) No changes in the internal lay-out of the Said Apartment should be made without consulting a qualified structural consultant and without the written permission from the Vendor.
  - (ii) No R. C. C. structural member like column and beams should be hammered or punctured for any purpose.
  - (iii) All the plumbing problems should be attended by a qualified or experienced plumber in the Said Building. The plumbing network inside the Said Apartment is not to be tampered with or modified in any case.
  - (iv) All the external disposal services to be maintained by periodical cleaning.
  - (v) The Vendee(s) shall not cover the balcony/ terrace of the Said Apartment by any structure, whether permanent or temporary.
  - (vi) No alteration will be allowed in elevation, even of temporary nature.
  - (vii) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
  - (viii) The Vendee(s) should make sure that all water drains in the Said Apartment (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
  - (ix) Vendee(s) should avoid random parking of his/her vehicle and use only his parking bay, as aforesaid.
  - (x) If Vendee(s) rents out the Said Apartment, he is required to submit all details of the tenants to the Vendor / maintenance agency or the Apartment Owners Association, as the case may be. The Vendee(s) will be responsible for all acts of omission and commission of his tenant. The Vendor / maintenance agency or the RAW may object to renting out the Said Apartment to persons of objectionable profile.
  - (xi) Vendee(s) is not allowed to put the grills in the Said Apartment as per individual wish, only the design approved by Vendor will be permitted for installation.
43. Even after the execution of this Sale Deed in favour of the Vendee(s), the Vendor shall have the right to make additions, raise additional stories on the Said Building or put up additional structures as all provisions have been made in the Said Building and the same

shall be sole property of the Vendor, who shall have the absolute right to dispose of the same in any manner it likes without any interference from any Vendee(s) and Vendee(s) hereby expressly consents to the same. The Vendor shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the existing electric, water, sewage and sewage connections but at the Vendor's own cost. Further, the terrace of the Said Building except the portion sold including the parapet walls shall always be the property of the Vendor. The Vendee(s) hereby gives consent to the same and agrees that the Vendee(s) shall not be entitled to raise any objection or claim any reduction in the price of Apartment acquired by him or any compensation or damages on the ground of inconveniences or any other ground whatsoever. In the event of increase of FAR (Floor Area Ratio) by any Government/Competent Authority, the Vendor shall have unfettered right to raise further constructions on any area of the said building/said complex as being the sole and exclusive property of the vendor and vendee shall not be entitled to raise any objection or to make any claim whatsoever.

44. The Vendee(s) may transfer by sale, gift, exchange or otherwise in any manner, the Said Apartment after obtaining a No Objection of the Vendor and / or the maintenance agency / RWA as regards clearance / payment of outstanding maintenance charges and any other charges payable by the Vendee(s) to the Vendor or the Maintenance Agency / the RWA concerned with maintenance of common areas, facilities and services.
45. In the event of any controversy as to the interpretation and applicability of the terms and conditions as mentioned in the Allotment Letter, Apartment Buyers Agreement and the terms and conditions contained as in the Sale Deed, the terms and conditions as contained in the Sale Deed shall prevail and shall remain binding on the Vendee(s).
46. All 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(s).

SCHEDULE "A" REFERRED HEREIN ABOVE  
Description of the Said Apartment conveyed to the Vendee(s)

All that piece and parcel of the built-up Apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ Floor having a Super Area of \_\_\_\_\_ Sq. Mtrs. (\_\_\_\_\_ Sq. Ft.) and Built-up Area of \_\_\_\_\_ sq. ft. (\_\_\_\_\_ Sq. mtr ), with usage rights of One \_\_\_\_\_ Car Parking, along with undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the common areas of the Said Building including all easmentary rights attached thereto alongwith right of use to general commonly used areas and facilities earmarked for common use of all occupants within the Said Building known as WINDSOR PARADISE II, "at Khasra No. 1005, 1006, 1007 & 1008 situated in Raj Nagar Extension NH-58, in Village Noor Nagar, Ghaziabad, U.P.

IN WITNESS WHEREOF, the Vendor, and Vendee(s), described hereinabove, signed, sealed & executed at the place and, on the date, month & year, first above written, in the presence of following witnesses;

WITNESSES:

SIGNED, EXECUTED & DELIVERED BY

For M/S HIGH END INFRATECH PVT. LTD.

1.

\_\_\_\_\_  
Vendor

2

\_\_\_\_\_  
Vendee(s)

Drafted by-

**Note: - It is only draft copy of Sale Deed which Can be changed at the time of execution as per UPRERA/ Concerned authority/stamp duty act & norms. It is not Final copy of sale deed.**