

SALE DEED

1. Type of Property : Commercial
2. Mohalla/Gram : Commercial Mall "Spotlite", situated at Khasra No. 1069, Village Noor Nagar, Pargana Loni, Tehsil and District Ghaziabad, Uttar Pradesh
3. Details of Commercial Space/Unit : Space/ unit bearing No._____, on _____ Floor in Tower ____, Block _____ situated at Khasra No. 1069, Rajnagar Extension, Village Noor Nagar and District Ghaziabad, Uttar Pradesh
4. Carpet Area :
5. Exclusive Balcony / Verandah / Open Terrace Area (EBVT) :
6. Status of Public Road :
7. Sale Consideration :
8. Basic Circle Rate :
9. No Less for ____ floor in basic circle rate and add 9% for all amenities, less 5% for rain water harvesting system, rate comes :
10. Govt. Value :
11. Stamp Duty paid :

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

SALE DEED

This sale deed ("Sale Deed") is executed at [*Insert place*] on this [*Insert date*] day of [*Insert month*], [*Year*].

BY AND BETWEEN

1. **SPOTLITE PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956/2013, having its registered office at Plot No. 2, Flat No. 118, F/F Netaji Subhash Marg, Darya Ganj, New Delhi – 110002 and PAN AADCJ8493L, acting through its duly authorized signatory, Mr./ Ms. [●], duly authorized vide board resolution dated [●], hereinafter referred to as the "**Vendor**" and was referred to as 'Developer' in the agreement for sale entered into between the Parties (defined hereinbelow) dated [●] ("**Agreement for Sale**"), which expression shall, unless it be repugnant to the

context or meaning thereof, mean and include its successors, legal representatives, executors, transferees, assignees and administrators;

AND

2. [•], son/ daughter/ wife of [•], resident of [•], having PAN [•]

OR

[•], a company incorporated under the Companies Act, 1956/ 2013 bearing CIN [•], having PAN [•] and having its registered office at [•] acting through its duly authorized signatory, Mr./ Ms. [•], duly authorized vide board resolution dated [•];

hereinafter referred to as the "**Vendee**" and was referred to as the 'Allottee' in the Agreement for Sale entered into between the Parties dated [•], which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its/his/her/their respective/its successors, legal representatives, executors, transferees, assignees and administrators, as may be applicable).

(The Vendor and the Vendee shall hereinafter be individually referred to as such, as a "**Party**" and collectively as "**Parties**")

WHEREAS:

- A. The Vendor has constructed a commercial complex in the name and style of 'Spotlite' (hereinafter referred to as the "**Said Complex**") bearing registration number UPRERAPRJ_____ (issued under Real Estate (Regulation and Development) Act, 2016 and the rules issued thereunder) on the land admeasuring 6426.73 square meters, situated at Khasra No. 1069, Rajnagar Extension, Village Noor Nagar and District Ghaziabad, Uttar Pradesh (hereinafter referred to as "**Project Land**"), as per inter-se agreement bearing registration number _____ dated _____ Bahi No._____, Jild No._____, Page No.____ and (*agreement details with other companies or developers if any*), after obtaining sanction of the building plan from the Ghaziabad Development Authority, (hereinafter referred to as "**GDA**"), vide its letter bearing number _____ dated _____.
- B. The Said Complex comprises of several units, along with other common areas and facilities, in accordance with the sanctioned building plans which compounded by GDA vide its letter number _____ dated _____.
- C. Upon partial/full completion of construction of the Said Complex, an application was submitted by the Vendor to GDA for grant of completion certificate. Thereafter, GDA vide its letter number [•] dated [•] had granted partial/full completion certificate in respect of 1 towers, namely _____ being part of the Said Complex, on the conditions as contained therein.
- D. On an application submitted by the Vendee(s), the Vendor agreed to allot, vide a letter of allotment dated _____ (hereinafter referred to as the "**Allotment Letter**") duly executed between them, a space/ unit bearing number _____ (hereinafter referred to as the "**Said Space/ Unit**"), on _____ Floor in Tower _____, Block _____ (herein "**Said Building**"), in the Said Complex, having a carpet area of _____ square feet, as per the map annexed herewith as Exhibit I along with undivided and imparible proportionate share in the land underneath the Said Building and undivided proportionate share in the common areas of the Said Building, including all easementry rights attached thereto, and also with usage rights of _____ covered parking space.
- E. The Vendor has provided to the Vendee(s) all relevant information, documents, building plans and such other credentials with respect to its right, title and interest in the Project Land, and the facilities and basic infrastructure provided in the Said Building. The Vendee(s) have confirmed that they have examined the said documents, building plans, etc., and is fully satisfied in all respects with regard to the right, title and interest of the

Vendor in the Project Land/ Said Complex/ Said Building and have also understood all limitations and obligations of the Vendor in relation thereto. The Vendee(s) herein, thus, has relied solely on their own judgment while deciding to seek allotment of the Said Space/ Unit. There has never been any objection by the Vendee(s) in this respect after the allotment of the Said Space/ Unit by the Vendor, and as such, pursuant to the allotment, the Vendee(s) is/ are now entering into this Sale Deed in respect of the Said Space/ Unit.

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 thereto and to 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) 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 installations, plumbing installations and fire shafts, services ledges on all floors of the Said Complex; 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. (The Whole Clause F listing the common areas in the Project is to be updated by the Vendor himself – above draft is only for reference)

And as per the terms in the Real Estate (Regulation and Development) Act, 2016.

G. All other common areas and facilities within the Said Building including open/ covered parking spaces, storages etc., which are not included hereinbefore, shall be treated as limited common areas and facilities ("**Limited Common Areas and Facilities**") and shall be reserved for use of certain space/ unit(s) to the exclusion of other space/ units without the interference of other space/ unit owner(s) or the facilities management agency ("**FM Agency**")/ association of Allottee(s) ("**Association of Allottee(s)**").

H. Subject to payment of the Sale Consideration (defined below) by the Vendee(s), the Vendor agrees to sell the Said Space/ Unit to the Vendee(s) on the terms and conditions set forth hereinbelow.

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

1. In consideration of a total sum of INR _____ ("Sale Consideration"), which consideration has already been paid by the Vendee(s) to the Vendors, the receipt whereof is acknowledged by the Vendor and admitted by the Vendor before the Sub-Registrar_____, and in consideration of the undertaking of the Vendee(s) to pay such further amount, which the Vendee(s) may at any time hereto become liable to pay in terms of this Sale Deed, and also subject to all those terms and conditions contained in the Agreement for Sale, which may or may have not been specifically incorporated herein, the Vendor hereby grants, conveys, transfers,

assures and assigns unto the Vendee(s), the Said Space/ Unit, as more fully described in **SCHEDULE I** given hereunder, together with the undivided and imparible proportionate share in the land underneath the Said Building and the undivided proportionate share in the common areas of the Said Building and along with all rights, easements, interests advantages, rights and appurtenances, whatsoever to the Said Space/ Unit together with the right to use one open/ covered parking space in Limited Common Areas and Facilities, specifically earmarked in the Said Complex, and to have an to hold the same unto and to the use of the Vendee(s) and its successors-in-interest and assigns, legal heirs, absolutely and forever, subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter contained .

2. The Said Space/ Unit 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 loan for the purchase of the Said Space/ Unit), 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 Space/ Unit 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 Space/ Unit, and after having satisfied themselves about the quality, specifications and extent of construction, carpet-area, other facilities and amenities and design of the Said Space/Unit and undertakes not to raise any dispute hereto in connection therewith individually or collectively with any other person(s).
4. In case the Vendee(s) have availed of a loan facility from their employer or any other financial institution/ agency to facilitate the purchase of the Said Space/ Unit, then in that case;
 - (a) the terms of the financing agency shall exclusively be binding and applicable upon the Vendee(s) only; and
 - (b) the Vendee(s) shall alone be responsible for repayment of dues of the financial institution/ agency along with interest/ penalty accrued thereon or any default in re-payment thereof.
5. For computation purpose, 'carpet area' shall mean the net usable area of a unit including the area covered by the internal partition walls of the unit but excluding the area covered by external walls, areas under service shafts, balcony/ verandah/ open terrace area or any exclusive open terrace area.
6. The Vendee(s) shall get exclusive possession of the covered/ built-up area of the Said Space/ Unit. 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. The Vendee(s) shall also be entitled to use the general common areas and facilities within the Said Complex, earmarked for common use of all the occupants of the Said Complex. Further, the use of such Common Areas and Facilities within the Said Building and/or of the Said Complex shall always be subject to the covenants contained herein and timely payment of maintenance charges and all other dues by the Vendee(s).
7. Except for the Said Space/ Unit, conveyed herein along with all common easementry rights attached therewith, including undivided right to use the Common Areas and Facilities and of ingress and egress to and from the Common Areas within the Said Complex, all rights and interest in all un-allotted/ unsold areas in the Said Building/ Said Complex, open spaces, roofs/ terraces of Said Building, basements, parking spaces (except those which are specifically 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 its 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 the Said Space/ Unit or encroach upon the covered /open car parking space specifically earmarked for the use of the Said Space/Unit. It is so understood and clarified that the designated parking space does not have an independent legal entity and shall always remain attached to and remain an integral part of the Said Space/ Unit. Whenever, the Said Space/ Unit is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously.
10. The Vendee(s) shall abide by and be liable to observe all the conditions, terms and covenants of this Sale Deed, approvals governing the Said Building/ Said Complex, rules framed by the Vendors and / or the nominated maintenance agency (FM Agency), Association Of Allottee(s) and all laws, bye-laws, rules and regulations stipulated by the GDA including the conditions mentioned in the completion certificate referred herein above, and/or the municipal, local and other Government or statutory bodies and the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under, and shall keep the Vendor and owners/ occupiers of other space/ units in the Said Building indemnified against all costs, consequences, damages and penalties arising out of any breach or non-compliance of any of them.
11. The Vendor doth hereby covenants with the Vendee(s) that the interest, which the Vendor hereby professes to transfer, is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the Said Space/ Unit unto the Vendee(s) in the manner provided herein free from all encumbrances. The Vendor hereby further covenants that if on account of any act or default or omission or commission on the part of the Vendor, the Vendee(s) suffers any loss and is deprived of whole or any portion of the Said Space/ Unit hereby conveyed to the Vendee(s), 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 Space/Unit by the act of default, omission or commission of the Vendor and make good the losses suffered by the Vendee(s) thereby, and in such case, the Vendee(s) shall have no right to claim to any right in any other space/ unit in the Said Complex.
12. The Vendee(s) has already paid the Sale Consideration, as stated hereinabove, and all other dues/ charges, which were payable from the date of application and/or in terms of the Agreement for Sale. However, if any additional charges, including increase in development charges, levies, rates, taxes, demands etc. including service tax, GST, VAT, development charges for the provision of peripheral and/ or external services or for any other reason attributable to the Said Space/Unit or the Said Building or the Said Complex, are levied in the future, retrospectively or otherwise, then the same shall be treated as unpaid consideration of Said Space/ Unit payable by the Vendee(s) and the Vendor shall have first charge/ lien on Said Space/ Unit for recovery of the same.
13. The Vendor has agreed to organize operation, upkeep and maintenance of various services and facilities provided in the Said Complex as a facilitator through its nominated agency ("**Maintenance Agency**") for an initial period of 1 (one) year from the date of issue of completion certificate or the date by which 60% (sixty percent) of the space/ units have been handed over to the allottees by the Vendor, whichever is earlier ("**Initial Period**"). The Vendee(s) has agreed and undertaken to enter into a maintenance and management agreement ("**Maintenance and Management**

Agreement") executed/ to be executed between the Vendor, the Vendee(s) and the Maintenance Agency. The Vendee(s) has undertaken to deposit with the Maintenance Agency, an interest free maintenance security (herein "**IFMS**"). For availing various services and facilities provided in the Said Complex/ Said Building, the Vendee(s) has paid, in advance, for the initial period of 1 (one) year, the maintenance charges towards recurring maintenance expenses, housekeeping, watch and ward charges and other expenses including administrative charges, etc. ("**Maintenance Charges**") as per the terms of the Maintenance and Management Agreement. Thus, the Maintenance Agency shall be entitled to disconnect the said services and facilities including the electricity supply and power back-up in the event of default or delay/ default in the payment of Maintenance Charges by the Vendee(s), after the expiry of the initial period of 1 (one) year. The Vendee(s) may be permitted to transfer the Said Space/ Unit only after obtaining no dues from the Maintenance Agency.

14. The maintenance and management of the Said Complex shall be handed over to Association of Allottee(s) by the Maintenance Agency after the Initial Period. However, in case such Association of Allottee(s) is not formed, the Maintenance Agency may opt to continue to provide maintenance and management services of the Said Complex after the Initial Period and the Vendee(s) agrees to continue paying the Maintenance Charges as may be decided by the Vendor/ Maintenance Agency in terms of the Maintenance and Management Agreement. The Vendee(s) promises, agrees and undertakes to become a member of the Association of Allottee(s) and to pay membership fee on its constitution/ formation as per its bye-laws.
15. The Vendee(s) has/ have 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 Space/ Unit from the peripheral services/ connections provided by various authorities to the Said Complex at a single point. The Vendee(s) has/ have also agreed and undertaken to pay electricity consumption charges to the Vendor or the Maintenance Agency for supply of electricity to the Said Space/ Unit from a single point supply provided to the Said Complex by the UPPCL or any such authority. The supply of electricity shall be liable to be disconnected, if the bills for the same are not paid in the specified time before the due date by the Vendee(s).
16. The Vendor has/ have provided power back-up system to each space/ unit 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/ Association of Allottee(s) through pre-paid meters failing which supply of electricity through mains or power back-up may be discontinued by them. Supply of power backup/ electricity may be disconnected, and maintenance services may be stopped to the Said Space/Unit, in case of delay or default by the Vendee(s) in the payment of these amounts.
17. The maintenance of the Said Space/ Unit 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) shall neither itself permit to be done nor caused to be done, anything which may damage any part of the Said Building, the staircases, shafts, common passages, elevators, adjacent space/ unit(s), etc., or violates the rules or bye-laws of the local authorities or the Association of Allottee(s).
18. The Vendee(s) is not permitted to use the common areas for organizing functions such as business meetings, marriages, parties/ banqueting, etc. If any common space is provided in the 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/ Maintenance Agency/ Association of Allottee(s) from time to time.

19. The Vendor and/ or the Maintenance Agency/ Association of Allottee(s) and their authorized staff and workmen shall always have the right to enter into and upon the Said Space/ Unit or any part thereof at all reasonable hours to set right any defect in the Said Space/Unit or the defects in the space/ units above or below or adjoining the Said Space/ Unit 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 the Said Space/ Unit or any part thereof will be deemed to be a violation of this Sale Deed and the Vendee(s) shall make themselves liable for legal action for the said violation.
20. It is made clear that the maintenance and management of the Said Complex shall be organized by the Maintenance Agency or Association of Allottee(s) through various outside/ outsourced specialist agencies under separate agreements/ arrangements to be entered into with them. The responsibility of the Vendor and/ or the Maintenance Agency/ Association of Allottee(s) shall be limited only to the extent of supervision to the best of its abilities subject to human limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements/ arrangements entered into with them and to change any agency if its performance is not found satisfactory by the Vendor and/ or the Maintenance Agency/ Association of Allottee(s).
21. The responsibility of providing watch and ward security services in the Said Complex shall be of the Maintenance Agency/ Association of Allottee(s) and they can entrust the same to some outsourced security agency. The Maintenance Agency and the 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 the vendees owning the units in the Said Complex or their belongings and properties. It is made clear and agreed herein that neither the Vendor nor the Maintenance Agency nor the Association of Allottee(s) 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 Space/Unit or the Said Building or the Said Complex or any part or portion thereof due to any lapse/ failure/ shortcoming on the part of the staff of the security agency and/ or the Vendor/ Maintenance Agency/ Association of Allottee(s).
22. The Vendor and the Maintenance Agency/ Association of Allottee(s) shall in no case be held responsible or liable for any fire or any kind of hazard including any electrical, pollution or structural hazard originating from the Said Space/ Unit or other space/ units/ common areas of the Said Building. The Vendee(s) shall keep the Maintenance Agency/ Association of Allottee(s) and the Vendor indemnified and harmless against any loss or damage that may be caused to the Association of Allottee(s)/ Maintenance Agency/ the Vendors and other space/ unit owners of the Said Building or their family members or any other persons or their properties in this regard.
23. The Vendors and the Maintenance Agency or Association of Allottee(s) 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 Maintenance Agency/ Association of Allottee(s) shall not be liable for any default / deficiency in the maintenance and 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 the Maintenance Agency/ Association of Allottee(s) shall also not be liable for any loss, damage or physical injury which may be caused to the Vendee(s) or its 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 Maintenance Agency or Association of Allottee(s) 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.

24. The Vendee(s) undertakes to and permit usage of the Space/Unit only for the permitted use, more particularly described in **SCHEDULE II ("Permitted Use")** and no other usage. Any fit-outs or installations within the Said Space/ Unit, including any permitted signages, shall be subject to the plans and maps approved by the Vendor and shall be at the sole cost and expense of the Vendee(s). Any fit-outs or installations shall be carried out and completed without any damage, destruction or physical or financial impact to any of the other space/ units in the Said Building, to the Said Building or any third person. The Vendor shall not be liable in any manner whatsoever with respect to the same either to the Vendee(s) or to any third party. The Vendee(s) shall therefore not use the Said Space/ Unit conveyed herein for any illegal or immoral purpose or use it so as to cause nuisance, annoyance or risk to the Vendor and/ or owners/occupants of other space/ units in the Said Building.
25. The Vendee(s) shall obtain all requisite licenses, permits, permissions, approvals, sanctions, registrations from the authorities concerned from time to time, as required for the running and operation of its business and the Permitted Use of the Said Space/ Unit.
26. Taxes in respect of the business of the Vendee(s) (or any subsequent occupant of the Said Space/ Unit) and the Permitted Use shall be the sole liability of the Vendee(s) (or the occupant of the Said Space/ Unit) and will be borne and paid by the Vendee(s) (or the occupant of the Said Space/ Unit). The Vendee(s) (or the occupant of the Said Space/ Unit) shall be liable for compliance of applicable laws with respect to its business and the Permitted Use and no cost or consequence thereof shall be borne by, apply to or claimed against the Vendor in any manner whatsoever by any third party including any government authority.
27. 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 Space/Unit, from the date of allotment of Said Space/Unit to the Vendee(s). So long as the Said Space/Unit 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 carpet area of the Said Space/Unit to the Vendor, who on collection of the same from owners of all the space/ units in the Said Complex shall deposit the same with the concerned authority.
28. All the provisions contained herein and the obligations arising hereunder in respect of Said Space/Unit or Said Building or Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and/ or subsequent purchasers/ transferees of Said Space/Unit. Whenever the right, title and interest of the Vendee(s) in the Said Space/ Unit is transferred in any manner whatsoever, the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed and the Maintenance and Management Agreement and they shall be liable in respect of the same.
29. The Vendee(s) shall not raise any construction, temporary or permanent in or upon the Said Space/ Unit nor shall they make any alteration or addition or sub-divide or amalgamate the Said Space/ Unit. The Vendee(s) shall not demolish or cause to be demolished any structure of the Said Space/ Unit 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 Said Space/ Unit 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 Space/ Unit including load bearing walls and all the walls, floor, roof and the

structure of the same shall remain integral and common with the space/units above, adjoining and below it.

30. The Vendee(s) shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Space/ Unit in any form. The Vendee(s) 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 on the part of the Vendee(s) and the same shall attract discontinuation of common services and facilities till the breach is rectified to the satisfaction of the Vendor, at the cost of the Vendee(s).
31. The structure of the Said Building along with lifts, pump houses, generators and other common facilities etc., may be insured by the Vendor or the Maintenance Agency, under fire and special perils policy at the expense of the Vendee(s) provided that all the occupiers/ owners of all the space/ units pay and continue to pay the proportionate charges to be incurred for the purpose of maintaining the said insurance policy and the Vendee(s) shall always be liable to pay proportionate cost thereof separately. The Vendee(s) shall not do or permit to be done any act which may render any insurance policy, void or voidable, or result in increased premium for such insurance. The said insurance shall not include contents inside the Said Space/ Unit and the Vendee(s) may get the same insured separately at its own cost and expense.
32. 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 the Maintenance Agency or Association of Allottee(s), the Vendee(s) hereby authorizes the Vendor or the Maintenance Agency or Association of Allottee(s), as the case may be, to lodge claim(s) under the insurance policy and collect proceeds thereunder on behalf of the Vendee(s) and the Vendor or Maintenance Agency or Association of Allottee(s) for the respective rights and interests and the Vendee(s) further agrees that any discharges given by the Vendor or the Maintenance Agency or Association of Allottee(s) to the insurance company, its agents and/or its representatives will be binding on the Vendee(s).
33. The Vendee(s) shall not keep any hazardous, explosive, inflammable chemicals/ materials etc. in the Said Space/ Unit or Said Building 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 space/ units in the Said Building indemnified in this regard.
34. The Vendee(s) shall keep the Said Space/ Unit 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 owners of other space/ units. The Vendee(s) shall maintain at its own cost the Said Space/ Unit 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 it/ them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the Said Building, more particularly the space/ units adjoining and below the Said Space/ Unit. The Vendee(s) shall keep the Vendor, and owners/ occupiers of other space/ units in the Said Building/ Said Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee(s).
35. 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 be used by it/ them. 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 it/ them in the Said Space/Unit or

on open/ covered parking space(s) or on any Common Areas within the Said Building or within the Said Complex and shall be liable to be removed at its cost.

36. Neither the Vendee(s) nor the occupants of the Said Space/ Unit nor owners/ occupants of other space/ units 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., shall in no case be used for keeping/ chaining any pets or any animal/ bird.
37. 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 Complex and shall be entitled to display their own name plate only at the proper place, provided for the Said Space/Unit.
38. The Vendee(s) may undertake non-structural/ interior decorations related alterations in the Said Space/ Unit only with the prior written approval of the Vendor. The Vendee(s) shall not be allowed to give effect to any of the following changes/ alterations:
 - (i) Changes which may cause damage to the structure (columns, beams, slabs, etc.) of the Said Space/ Unit or any part of adjacent units. In case any damage is caused to an adjacent space/ unit or Common Area, the Vendee(s) will get the same repaired at its own cost failing which the cost of repair may be deducted from the Vendee(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/ Said Complex; and
 - (iv) Any construction, temporary or permanent, or any alteration or addition to subdivide or amalgamate the Said Space/ Unit.
39. The Vendee(s) shall strictly observe the following to ensure safety, durability and long-term maintenance of the Said Building:
 - (i) No reinforced cement concrete structure like column and beams should be hammered or punctured for any purpose;
 - (ii) All the plumbing issues should be attended by a qualified or experienced plumber in the Said Building. The plumbing network inside the Said Space/ Unit is not to be tampered with or modified in any case;
 - (iii) All the external disposal services are to be maintained by periodical cleaning;
 - (iv) The Vendee(s) shall not cover the balcony/ terrace of the Said Space/ Unit by any structure, whether permanent or temporary;
 - (v) No alteration shall be allowed in the elevation of the Said Building, even of temporary nature;
 - (vi) Any electrical changes shall be made using good quality material as far as possible and shall be carried out by a licensed electrician;
 - (vii) The Vendee(s) shall make sure that all water drains in the Said Space/ Unit (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked.
 - (viii) The Vendee(s) shall avoid random parking of their/its vehicle and use only allotted parking bay;

- (ix) If the Vendee(s) rents out the Said Space/ Unit, it will be required to submit all details of the tenants to the Maintenance Agency or the Association of Allottee(s), as the case may be. The Vendee(s) shall be responsible for all acts of omission and commission of its tenants. The Maintenance Agency or the Association of Allottee(s) may object to renting out the Said Space/Unit to persons of objectionable profile, in which case the tenancy of such tenants shall forthwith be terminated by the Vendee(s); and
- (x) The Vendee(s) shall be allowed to put grills in the Said Space/Unit only as per the design approved by the Vendor.

40. Vendee(s) is also aware that the Said Complex is being developed/ constructed in phases, and as such the common facilities and services, which have been envisaged therein, shall also be available to them in phases. The Vendee(s) agrees and undertakes not to object to such development either individually or collectively in association with other person(s). (Applicable for Projects being Developed in Phases)

41. The Vendee(s) may transfer by sale, gift, exchange or otherwise in any manner, the Said Space/ Unit after obtaining a no objection of the Vendor and/ or the Maintenance Agency or Association of Allottee(s)s in respect of clearance/ payment of outstanding Maintenance Charges and any other charges payable by the Vendee(s) to the Vendor or the Maintenance Agency/ the Association of Allottees concerned with the maintenance of Common Areas, facilities and services.

42. All costs and expenses incidental to the preparation, execution and registration of this Sale Deed including the payment of stamp duty and registration fee has been borne by the Vendee(s).

[Intentionally left blank]

SCHEDULE I

UNIT

Unit bearing no. [●] admeasuring [●] square feet bound by

North: [●]

East: [●]

South: [●]

West: [●]

as provided in the map attached in Exhibit I

Exhibit I

Map

[*To be inserted*]

SCHEDULE II

PERMITTED USE OF THE SAID SPACE/ UNIT

[*To be inserted*]

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

SIGNED, EXECUTED AND DELIVERED BY:

VENDOR

Date:

Place:

VENDEE(S)

Date:

Place:

Witnesses

1.

Date:

Place:

2.

Date:

Place: