

CONVEYANCE DEED

Type of Land : Residential Group Housing

Ward/ Pargana : Loni

V-Code : 0306

Mohalla/ Village : **"Raj Nagar Extn"** situated at **Village Noor Nagar, Pargana Loni, Tehsil & Distt, Ghaziabad, U.P.**

Description of Property : The Residential **Flat No. _____, Block ____, at _____ Floor**, in **"Classic Residency"**,
Built on **free hold residential land pertaining Khasra No. 1093 to 1095** of Village Noor Nagar, Pargana Loni, Tehsil & Distt Ghaziabad, U.P.

Area of Property : Super Area _____ Sq. Ft. (i.e. _____ Sq. Mtr)
: Covered Area _____ Sq. Ft. (i.e. _____ Sq. Mtr)

Status of Road : 30 Meter wide

Status of Parking : one _____ **Parking** car parking
(right to use only area not sold)

Sale Consideration : Rs. _____/-

Govt. value : Rs. _____/-

Basic Circle Rate : Rs. _____/- per sq mtr.
Less ____% for _____ Floor and after that add ____%
for all common facilities and less ____% for Rain
water Harvesting. rate comes Rs. _____/-

SALE CONSIDERATION Rs. _____/-

STAMP DUTY PAID RS. _____/-

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 _____, 2017.

BETWEEN

M/s Shree Energy Developers Pvt. Ltd., a Company duly Incorporated Under the provisions of **Companies Act, 1956** having its Corporate office at H-95, Sector-63, Noida and acting through its Authorised Signatory **Sh. _____** son of Sh. _____ Who has been authorized by the Company vide Board Resolution **Dated _____** hereinafter Called The Vendor (Which Expression unless the context otherwise requires or is repugnant thereto, its successors, nominees, assignees and administrators,) of the one part.

PAN-_____

In favour of

_____ S/O _____

R/o _____ hereinafter referred to as the 'Vendee', (which expression shall, unless repugnant to the meaning or context herein, be deemed to mean and include his legal heirs, agents, attorneys, representatives, representatives, nominees, administrators, successors-in-interest, executors and permitted assigns, etc.,) of the other part.

PAN :

(Hereinafter Vendor, and Vendee are collectively referred to as "Parties" and individually as "Party" as the context demands)

DETAILS OF FLAT/ PROPERTY:-

The Residential **Flat No. _____** on _____ Floor, Block _____ in "**CLASSIC RESIDENCY**" Group Housing Project of M/S Shree Energy Developers Pvt. Ltd., having Super Area _____ Sq. Ft. (i. e. _____ Sq. Meter) & Covered Area _____ Sq. Ft. (i.e. _____ Sq. Meter) (**more specifically described in Schedule I of this deed**) Built on a part of free hold residential land situated at **Village Noor Nagar, Pargana Loni, Tehsil & Distt Ghaziabad** in the Group Housing Project Known as "**Classic Residency**" situated at **Village-Noor Nagar, Raj Nagar, Extn- N H 58, Ghaziabad, U.P.** The said Flat constructed in Multi-Storied Building.

WHEREAS :

- A.** M/s SHREE ENERGY DEVELOPERS PVT. LTD., is the absolute owner and possession holder of free hold land measuring 20988 Sq meter who purchased the same from local cultivators vide four different sale deeds

WHEREAS the Company has purchased land measuring 34035sq. meters in village Noor Nagar Paragana Loni, Tehsil & District, Ghaziabad, the vicinity known as Rajnagar Extension, Ghaziabad, Vide sale deeds which were duly registered as below mention

S.No	Dated	Khasra no	Serial no	Document no	Page no	Volume no	Land area (sq.mt)
1	21.12.2006 14.01.2008	1093	12146 271	1	228-258 96-156	2632 2987	2530 4115
2	29.12.2006	1094	12400	1	160-279	2641	13740
3	15.09.2008	1095	1494/20- 10.08	1		AS PER-161- 17/2007-08	13650
						Short & Excess	
						Land use for road widening	-500
						Net Plot Area	33535

Total land area is 34035sq. mtr., Land use for road widening 500sq. mtr. approx.,
Net Plot area is 33535sq. mtr.

Which is situated at Village Noor Nagar, Pargana Loni, Tehsil & Distt Ghaziabad in the Group Housing Project Known as "CLASSIC RESIDENCY" situated at Village-Noor Nagar, Raj Nagar, Extn- N H 58, Ghaziabad U.P. who purchased the same from local cultivators vide four different sale deeds detailed as :

- B. That the Vendor has got, the site Plans of his above Group Housing Project namely CLASSIC RESIDENCY, approved and compounded for development of the said land from the Ghaziabad Development Authority vide GDA approval letter **bearing ref dated 08/06/2010** and also got all approvals from all desired respective statutory Authorities such as Environment Clearance, Fire Safety, pollution, Heights etc -etc for construction of multi storied Group Housing Project hereinafter referred to as ‘the said Project’;
- C. That the Vendor has developed the said multi-storied Group Housing Project including a small commercial Hub, as per sanctioned and duly approved and compounded plans from the concerned Authorities;
- D. That the vendor has deposited all External Development Charges as per GDA norms for outer Development work/amenities like Road, Electricity, Sewerage and Water line etc and the same facilities shall be provided by the GDA/ authority concerned up to Boundary of the Project. The Vendor Company has carried out all above mentioned amenities within the boundary of the project. In case of non operational of above said services by concerned authorities, if alternative services are to be provide, these will be provided by charging operative cost of the same from sinking fund a/c or by demanding proportionate cost from the vendee is so required.

- F. That the Vendor has allotted residential dwelling units in the area forming part of the Group Housing Project to interested parties, upon the terms and conditions and under various Schemes, framed by it;
- G. AND WHEREAS the VENDEE has entered into a FLAT PURCHASE AGREEMENT/ **ALLOTMENT LETTER** dated _____ with the VENDOR, whereby the VENDEE agreed to purchase a Free Hold dwelling unit, admeasuring approx. _____ sq. ft. super area, being Residential **Flat no** _____ on the _____ **Floor in Block No.** _____ of the said Project, more clearly detailed and described in SCHEDULE – 1 hereunder, hereinafter referred to as the 'Unit', subject to its Standard Terms and Conditions and the terms recorded in the said Buyer Agreement;
- E. The vendor has completed the entire construction of its project ph-1 and got compounded of the sanction site plan by depositing the compounded fee with GDA
- F. The Vendee is in dare need of possession and execution of sale deed of his above allotted flat and hence requested to the vendor to provide possession of the said allotted house on as is where is basis and also execute the sale deed of the same and the vendor considered the request of the vendee and agreed to execute the sale deed of his desired flat and hence this sale deed executed.
- H. That the Vendee has confirmed to Vendor that he is entering into this deed with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the aforesaid Group Housing Project and is aware of the terms and conditions contained in this Deed and that he has clearly read and understood his rights, duties, responsibilities, obligations under each and all the clauses of this Deed and the obligations of Vendor;
- I. That prior to the Vendee agreeing to purchase the said Free Hold Unit and entering into the said Flat Purchase Agreement/ Allotment letter the Vendor has provided an opportunity to the Vendee to inspect the title of the Vendor to the said Plot of Land and also the Plans duly approved by the Competent Authorities/Agencies as well as the quality of construction at the said Project and the Vendee has availed such opportunity and is fully satisfied with regard to the title of the Vendor as well as quality of construction and its right allote/sell the Unit to the Vendee.
- J. That as per the layout plan it is envisaged that the dwelling Units on all floors shall be sold as an independent dwelling with impartibly and undivided share in the land area underneath the plot, as well as the passage, stairs and corridors, overhead and underground water tanks and other common facilities, if any, for the Dwelling Unit (S) to be used and maintained jointly by all the vendee(s) in the manner hereinafter mentioned and further, no construction shall be permitted on the Terrace to the Vendee (s). However the company shall have the

right to explore the terrace in case of any change in the FAR, carry out construction of further apartments in the eventuality of such change in the FAR.

- K. That whereas the Vendee has seen all the documents of titles, possession and is satisfied about the authority vested in the company/vendor to sell the said flat and the vendee has carried out the inspection of the building, the said dwelling flat, and has satisfied themselves as to the soundness of construction thereof and condition and descriptions of all fixtures and fittings installed and/or provided therein and also the common areas and facilities and also the nature, scope and extent of benefit of undivided interest in the common areas and facilities in the complex.
- L. That the VENDOR relying on the confirmations, representations and assurances of the VENDEE to faithfully abide by law, the terms, conditions and stipulations contained in the Sale Deed, has accepted in good faith and is now willing to execute the Sale Deed on the terms and conditions appearing hereinafter and executing this Sale Deed to sell and transfer the said Unit to the Vendee, on the terms and conditions stated herein.

NOW THEREFOR THIS SALE DEED WITNESSETH AS UNDER :-

1. THAT in pursuance of the terms and conditions as set out in the allotment letter and mutually agreed between the parties, the Vendor hereby sells and conveys to the Vendee and the Vendee purchases from the Vendor the said Free hold Unit, more particularly detailed in SCHEDULE- 1.

That in consideration of **Rs.** _____/- (**Rupees** _____
_____ **Only**) has been paid by the Vendees to the Vendor

S.No.	Mode of Payment	Cheque No.	Drawn On	Net Amount(RS)
1				
2				
3				

which includes right to use of **One** _____ **parking** , which consideration is already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits and in consideration of the undertaking of the vendee to pay such further amount, as he/she/they may be at any time hereto become liable to pay in terms of this sale deed, which may or may not have been specifically incorporated therein the Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee the said Apartment as more fully described in Schedule A, given hereunder and for greater clarity delineated on the plan attached hereto together with the

undivided and impartible proportionate share in the land underneath the building and the undivided proportionate share in common areas & facilities of the building and along with all rights and easements whatsoever necessary for the enjoyment of the said apartment.

2. That the consideration of sale amount of the above said flat which has been paid by the vendee and received by vendor in advance on or before execution of this indenture. The said vendor do hereby transfer by way of sale of above said flat. The aforesaid consideration is for the total area of the said flat, as mentioned hereinabove, property known as SUPER AREA which comprises the covered area, areas under walls, full areas of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under stair cases, lifts, entrances, and exit of the building, water supply arrangement and installations such as power, light, sewerage etc, and including all easement rights attached to the said flat and parking facilities. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the FAR, Swimming pool, open spaces, parking spaces (excepting what has been allotted) or public amenities, shopping centers, builder's office in stills and other facilities and amenities **will be the sole ownership of the company** who will have the authority to charge membership/ fee for such facilities and dispose of the other assets whatever stated above in **"CLASSIC RESIDENCY Project" of the vendor company**, built on free hold land pertaining to Khasra no. 1193 to 1195 of Village Noor Nagar, Pargana Loni, Tehsil & Distt Ghaziabad situated at Village-Noor Nagar, Ghaziabad, U.P.
3. That the vendee is agrees to pay all the charges related to possession as mentioned in allotment letter like maintenance charges, electricity connection charges, power backup charges, VAT, Labour cess, IFMS, Club Membership charges and ADC etc to the vendor on or before formation of AOA or as Demanded by Vendor which ever is earlier.
4. That physical and vacant possession of the said Unit has been handed over by the Vendor to the Vendee, absolutely and forever, and the Vendee acknowledges having taken over the possession of the same to his entire satisfaction complete in all respects without any defects or deficiency of any kind.
5. That the vendor hereby declares and assures vendee that they are rightful owner of said flat/ unit with full rights to deal with same. The said vendor further assure, represent and covenant with the Vendee that the said Unit is now free from all encumbrances, charges, liens, lis pendens, attachments, trusts, prior agreements, whatsoever or howsoever and that there is no order of attachment by the Income Tax Authorities or any other Authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the aforesaid Unit and the Vendor is absolutely and fully entitled to convey and vest the title of the said Unit in favor of the Vendee."

6. The vendee after inspecting the flat has satisfied himself/herself/themselves about the quality of workmanship and material used and have also satisfied themselves as regard the various heads against which money have been charged, and undertakes not to raise any dispute or claim against the vendor in respect thereof.
7. That upon taking possession of flat as detailed above, the vendee has no claim against the vendor as to any item of work, quality of work, measurements, specifications, facilities, amenities, materials, area of flat, installations, cost etc, in said flat or any other ground whatsoever as the vendee has taken the possession of the above flat after satisfying himself/ herself in all respect.
8. The Vendee's right to use and occupy the Unit shall be in accordance with and subject and subordinate in all respects to the provisions of the Standard Terms and Conditions of allotment and the Byelaws of the builder buyer agreement and to such other rules and regulations as the Vendor may framed from time to time . The Vendee shall execute the Byelaws cum Maintenance Agreement for the maintenance of day to day services with the Vendor or its designated maintenance agency after taking possession, which shall form a part and parcel of this Sale Deed and violation of terms and conditions of any of these agreements shall invite cancellation of both deeds/agreements notwithstanding the fact that breach has been committed by the Vendee of one of these agreements only. Notwithstanding anything to the contrary contained herein, the Vendee shall be subject to all amendments made by the Vendor or by the Maintenance Agency to the Byelaws from time to time.
9. The Vendee shall indemnify and hold harmless the Vendor from and against any damages, direct or indirect, including without limitation, to reasonable Attorney's fees and court costs, incurred by the Vendor as a result of the noncompliance of any of the provisions of the Byelaws & Maintenance Agreement by any persons claiming under the Vendee, or any other expense related to any kind of litigation or expense incurred due to any default of the Vendee.
10. That the Vendor hereby transfer to the Vendee undivided and impartible proportionate share in the land underneath the building in the same proportion which the super area of the premises bears to the total super area of all the premises.
11. That the said Flat shall be used only residential purposes and no commercial activities shall be carried from the said premises. The Vendee shall not use the said Unit for any other purpose, or for such purposes which may or is likely to cause nuisance or annoyance to occupants of other Units in the said Group Housing Project or any Unit adjacent to it for any illegal or immoral purpose or to do or suffer anything to be done in or around the said premises which tend to cause damage to any flooring or ceiling of any premises over, below or adjacent

to the Unit or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use.

12. The Vendee shall be liable to pay house-tax/property-tax, fire fighting tax or any other fee, cess or tax as and when levied by a Local Body or Authority and so long as the said Unit of the Vendee is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the Vendee in proportion to the super area of the said Unit to the total super area of all the Units in the said Retail-cum-Corporate Hub. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its Nominee or any other Body or Association of all or some of the Vendee whether levied retrospective or prospective.
14. The Vendee has confirmed and assured the Vendor that he is in full agreement with the provisions of this Sale Deed in relation to Uttar Pradesh Apartment Ownership Act, 2010 and shall comply with the provisions of the said Act and the Rules and Regulations made there under; or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter the matter of builder and buyer as & when applicable from time to time,.
15. The Vendee agrees and undertakes that the Vendee shall become a member of any Association/society of Unit owners as may be formed and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Vendor for this purpose as and when the association is formed.
16. That the Vendor hereby assures, represents and covenants with the Vendee as hereunder:
 - (a) That the Vendee shall be entitled to the following rights in common with the other occupants/owners of the other units in the said Group Housing Project, which shall be subject to rules and regulations made by the Vendor and/or the maintenance agency appointed by the Vendor:
 - (i) common right and liberty for the Vendee and all persons authorized or permitted by him, for all lawful purposes to use the corridors, lobbies, staircases, fire escapes and entrances and exits for ingress to and egress from the said Unit;
 - (ii) the right to sub-adjacent and lateral support and shelter and protection from the foundations, columns, girders, beams, supports, main wall and from the sides and roof of the aforesaid Unit;
 - (b). That notwithstanding anything contained herein or elsewhere, it has been clearly understood and agreed to by and between the Parties that the maintenance of common areas/facilities, supervision and services to the Group Housing Project shall be undertaken and handled by a maintenance agency appointed/nominated by the Vendor from time to

time (hereinafter referred to as the “Maintenance Agency”). The Vendee hereby has consented and will execute the maintenance agreements as and when required as guided by the Vendor or its designated Maintenance Agency. The proportionate monthly charges, by whatever name called, shall be borne by the Vendee and the purchasers /occupants of individual units of the area, as may be fixed/applicable from time to time. The Vendee shall be entitled to use all common passages and common facilities in connection with the use and occupation of the aforesaid Unit subject to the payment of such charges, which may be levied from time to time by the Maintenance Agency to be appointed by the Vendor.

17. That the Vendee has specifically and unambiguously agreed that the sale is subject to various restrictions, limitations, etc. The Parties herein have mutually agreed that:
- (a) the entire plot of land on which the aforesaid Group Housing Project of dwelling units is constructed, the superstructure constructed thereon and infra-structural facilities provided therein shall remain under the possession, control and management of the Vendor and/or the Maintenance Agency (nominated or appointed by the Vendor) and the owner/occupants of the individual Units/portions/spaces shall be bound by the rules and regulations made by the Maintenance Agency for the better enjoyment of the building and a separate maintenance agreement will be executed between the Vendee and the Vendor and/or the Maintenance Agency in this regard. The said maintenance agreement shall, inter alia, exhaustively define the scope of maintenance of various services and facilities and the charges payable by the Vendee in respect thereof;
 - (b) save and except the said Flat, the Vendee shall have no claim, right, title or interest of any nature or kind over or in respect of all or any open spaces, common areas/ facilities/ equipment/infra-structure, lobbies, stair-cases, lifts, terrace-roof (which shall remain the exclusive property of the Vendor). However the Vendee shall have right to enjoy the mere use of open spaces, common areas/facilities/equipment/infra-structure, lobbies, staircases, lifts, without claiming any other right thereon;
 - (c) the Vendor shall always have the right to make additions, raise story(s) or put upon additional structures, as may be permitted by the competent authorities and such additional space/areas/ structures/story(es) shall be property of the Vendor, who shall have unfettered rights inter-alia to dispose off all or any part thereof, without any interference from the other party (individually) or collectively by one or more purchaser(s) /occupant(s) of the other units in the aforesaid residential complex;
 - (d) The Vendee shall use their car parking space only for the purpose of parking a vehicle and for no other purpose and shall not make any

construction on the space provided for car parking or create obstruction of any kind in or around the car parking space, which may hinder the movements of the vehicles. The Maintenance Agency shall have the right to change the location of the facility for car parking at any time provided that the car parking space is not reduced and is within the premises of the Group Housing project of the vendor company. Further, it is clarified that the Vendee shall not be entitled to use or encroach upon the car parking space not provided/allocated to it or to park its vehicle at any other area within the housing complex. However, the Vendee will be exclusively entitled to use the car parking space without any interruption, hindrance on the part of Vendor;

- (e) The Vendor shall be entitled to connect the electric, water, sanitary, power backup, air conditioning and drainage fittings on the additional structure(s)/storey(s) with the existing electric, water, sanitary, generator based power back up, air conditioning and drainage sources. Further, the terrace of the building including the parapet walls, shall always be the property of the Vendor and the agreements with the Vendee and/or with the other Vendees/buyers/ purchasers of the Units in the said building shall be subject to the aforesaid rights of the Vendor, who shall be entitled to construct and use the said terrace and the parapet walls for all purposes as it may deemed fit and proper and the Vendee shall not be entitled to raise objection or make any claim or claims of any reduction in the price of the said Unit agreed to be acquired by the Vendee and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever;
- (f) the Vendor and/or Maintenance Agency shall have the right to insure and keep insured the structure of the building and its assets, machineries and equipments etc against such risks as the Vendor and/or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Vendee in proportion to the area of the said flat purchased by him vis-à-vis premium payable by the Vendor and/or Maintenance Agency for the building. The contents, fixtures and fittings installed in the aforesaid Unit shall, however, be got insured by the Vendee/occupier at its own cost;
- (g) the Vendee or anyone claiming under or through Vendee shall not decorate the exterior of the aforesaid Unit otherwise than in the manner agreed to with the Vendor /Maintenance Agency or RWA/AOA or in the manner as similar as may be in which the same was previously decorated; close the verandahs or lounges or balconies or common passage or common corridors even if a particular floor(s) is occupied by the same party/Vendee, make any alterations in any elevation and outside color scheme of the exposed walls of the verandah lounge or any external walls or both the faces of external doors and windows of the

aforesaid Unit which in the opinion of the Vendor and/or Maintenance Agency or RWA/AOA differ from the color scheme of the building;

- (h) The building shall always be known as **“CLASSIC RESIDENCY”** and shall never be changed by Vendee and/or jointly by the Vendee/owner of the other Units in the said Building;
- (i) the Vendee (or its nominee/tenants) shall not display or be permitted to display name and address of the occupant of the aforesaid flat at any place(s), other than as may be permitted by the Maintenance Agency/RWA/AOA and not to put up any name or sign board, publicity or advertisement material on the external face of the building or anywhere in the common areas without the prior approval of the Vendor/Maintenance Agency/RWA/AOA in writing. All advertising rights in the entire building including the right to use of terrace and roof and/or below/outside the boundary wall of the said building, its peripheries exclusively vest with the Vendor;
- (j) the Vendee hereby covenants to keep and maintain the aforesaid flat, periphery walls, partition walls and sewers, drains, pipes and appurtenances thereto or belonging thereto in the same good tenantable repair, state, order and condition in which it has been delivered to the Vendee and in particular, so as to support, shelter and protect all parts of the building other than the said Unit;
- (k) nothing contained in these presents shall, however, be construed to confer upon the Vendee the rights, title or interest to grant, lease, demise or assign in the said plot upon which the said Building is constructed or in the rest of the building, except the aforesaid flat and the proportionate, undivided, impartible rights relating thereto in the land underneath;
- (l) all the transferees of the Vendee's interest in the said flat hereby being sold shall always be bound by the terms and conditions of this Sale Deed and shall adhere and conform to the provisions of the Maintenance Agreement executed by the Vendee;
- (m) furthermore, if the Vendee defaults in making payment of the amount due and payable toward maintenance charges as above for its proportionate share of the maintenance charges, its share of proportionate charges for the sinking fund to provide for replacements in the said building, then the Vendor shall, after giving Seven (7) working days notice, be entitled to lock-up/stop/ disconnect/ discontinue any or all the facilities/services to the aforesaid flat, till such time that all the above dues are paid in full.

This right of the Vendor/ Maintenance Agency shall be apart from the right to recover the charges with minimum interest of 24% p.a. from the Vendee and/or from the occupier of the said flat from out of the rent

payable to the Vendee through the process of court or otherwise. Besides the Vendee undertakes to pay caution money/security deposit for payment of common outgoing/maintenance charges/sinking fund charges which will not bear any interest;

In addition, the Vendee will deposit the amount asked for creation and maintenance of Sinking Fund.

- (n) if there is any additional levy, rate or charge of any kind attributable to the said building as a consequence of Government, Statutory or any other Local Authority(ies) orders, the same, if applicable, shall also be paid by the Vendee on pro-rata basis;
 - (o) It is expressly understood that the internal security of the said flat and the men/materials kept therein and their safety shall be the sole responsibility of the Vendee and the Vendor shall in no way be concerned or liable for the same.
- 18. That subject to the Vendee observing and performing the terms and covenants contained herein, the Vendee shall have the absolute right to hold, use and enjoy the said flat hereby sold in any manner without interruption or hindrance whatsoever from the Vendor or any person or persons claiming under, for or on its behalf.
 - 19. That the terms and conditions of the Flat Purchase Agreement/ Allotment letter to the extent not specifically stated in this Deed and to the extent applicable shall continue to be bound upon the Vendee and accordingly the Vendee and its successors and occupants shall always adhere to the same, as if the same are specifically incorporated and recorded herein.
 - 20. That the Vendee may assign, transfer, lease or part with the possession of the said flat hereby sold with the prior consent of the Vendor/ Maintenance Agency/RWA/AOA subject to Vendee paying all dues in all respect, which consent shall not be unreasonably withheld. In such an event, it shall be the responsibility of the Vendee to continue to pay any charges pertaining to the said flat or whatsoever nature payable under this Sale Deed. The Vendee shall also not sub-divide the said flat in parts without the prior consent of the Vendor.
 - 21. That the Vendee can get the aforesaid Unit transferred and mutated in its own name as owner in the concerned authority on the basis of this Sale Deed or its true copy without any further act or consent of the Vendor and/or the Vendor.
 - 22. That the Vendor shall indemnify and keep indemnified the Vendee from and against all demands, claim, losses, expense that may be made against or be suffered by the Vendee arising on account of any defect in the title of the plot of land on which the aforesaid Building is constructed or any defect in the said Unit or building or in case any third person makes any lawful claim in respect of the said Unit or any rights relating thereto.

23. That the stamp duty, registration fee, and any other expenses for of this Sale Deed, whether present or future, as applicable on the date of registration, as the case may be, is borne by the Vendee.
24. 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 the land as amended from time to time.
- (a) That except for the areas herein allotted and all common usage rights and facilities attached therewith, all rights and interest in the entire common areas and facilities in the said building namely "**CLASSIC RESIDENCY**" Block ___, shall continue to vest in the company unless and until the same or any other part thereof is specifically transferred in any manner to any particular apartment buyer/buyers or transferred / sold to any other person.
- (b) That all common facilities shall be for common use only and no allottee shall bring any action for its individual use, partition or division of any part thereof. The possession of these facilities shall vest with the vendor/maintenance company.
- (c) The terraces, roofs, parapet walls, stilt/ground floor, basements, swimming pool, shopping centers, builder's office, commercial building and other space under stilt floor and all open space in front of Free Hold dwelling unit shall continue to be property of vendor and who shall be entitled to use them for any purpose whatsoever. Any flat owner or association of flat owners will not be allowed for any type of encroachment/construction or claim on the above said areas.
- (d) Any type of encroachment/construction in the entire complex including Roads, lobbies, Roof etc, will not be allowed by the flat owner/ association of the flat owners.
- (e) The Vendee consents that he/she/they will have to allow sweepers/maintenance staff to enter in his flat/duct etc, for cleaning/maintenance/repairing of the pipes/leakage/seepage in his flat or any other flat.
- (f) The vendee consents that for repairing any damages in the toilets/bathrooms/any other part of the other flat cause due to this negligence or willful act. The vendee will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his malfunctioning or willful act.
25. The maintenance, upkeep, repairs, securities etc, of the building including common lawns of the building/complex will be organized by the vendor with the Vendee. The vendee will sign the maintenance agreement with the vendor or its nominated company/ Agency, shall pay maintenance charges which will be fixed by the vendor from time to time and service tax or any other tax if imposed by the Govt, local body or any competent authority. And delay in payment will make the vendee liable for interest @24% per annum.

26. In case vendee/association of vendee/association of flats buyers want to take over the maintenance of the complex at any time then firstly the said agreement will be cancelled by each owners. Vendor will hand over the same to them provided 75% of the total flats owners have consented for the same in writing. In such case the following will be handed over to the new maintenance body/association of owners :-
- (a) All existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipment with motors and motor room.
 - (b) Single point distribution systems with all facilities & liabilities.
 - (c) Security gates with intercom, lift rooms at terrace without terrace right.
 - (d) Power Back up facilities with all equipments and infrastructure thereto.
- Note:- Open space in the front of Free Hold dwelling units club, party halls, basements and swimming pool with changing rooms, unsold parking, guest houses/ commercial space etc, will remain the property of the Vendor.
27. That the vendee shall comply with and carry out and abide by all laws, byelaws, rules, regulations requisitions demand of GDA. Ghaziabad and the vendee shall attend, answer and carry them out at their own cost and be responsible for all deviations, violations or breach thereof and shall also observe and perform all terms and condition contained in this deed.
28. In case of any natural calamity or any other adverse situation of any kind, or act of God, the Vendor shall be in no way responsible for all or any of the losses/Damages of any kind. The vendee of flats shall however be entitled to their proportionate share in the land/plot.
29. That the photographs of the said property is being produced by the Vendor/Vendee and for which both the parties shall be liable and responsible in all respect and this sale Deed is being prepared as per documents provided by the Vendor/Vendee and verbal awareness of the Vendor/Vendee.

30. That in case of any dispute in regard to any problem in respect of flat or terms and condition of the contract, the same shall be first resolve between the parties amicably with their mutual exchange of dialogs & coming on a mutual understanding but if the same is not solved despite of mutual understanding, the same shall be referred to an Arbitrator duly appointed by the Chairman of the company as per the provision of Arbitration and Conciliation Act, 1996 as amended upto date and the decision of the Arbitrator and or Empire shall be final and binding on all the parties.

31. That the stamp duty paid according to the district magistrate circle rate list code no. 0301. Rain water harvesting system operational in above said group housing.

Note :-

1. The flat which is written in this sale deed. It is also shown in the map.

SCHEDULE- I

DETAILS OF PROPERTY UNDER SALE

Building : CLASSIC RESIDENCY

Super Area : _____ Sq. ft (i.e _____ Sq mtr)

Covered Area: _____ Sq. Ft. (i.e. _____ Sq. Mtr)

Unit No : Free hold Unit No/ Flat No. _____

In Block- _____ of CLASSIC RESIDENCY

Floor : _____ Floor

Flat No. _____ Block _____, on _____ Floor, having a super area admeasuring _____ sq.ft and covered area of _____ Sq. Mtr. (hereinafter referred to as "FLAT") along with undivided proportionate share in the land only underneath the building on which the Flat is located calculated in ratio, which the super area of the Flat bears to the total super area of all the Flats in the said building known as "**CLASSIC RESIDENCY**" **Block _____**, for a total consideration of **Rs. _____/-** which includes cost of Flat, Parking Cost,.

BOUNDARIES OF PLOT :-

EAST : 45mt. WIDE ROAD

WEST : OTHER LAND

NORTH : 45 mt. WIDE ROAD

SOUTH : OTHER LAND

IN WITNESS WHEREOF, the Parties hereto have executed these presents on the day, month and year first above written.

WITNESS:

SIGNED, SEALED AND DELIVERED BY

M/s Shree Energy Developers Pvt. Ltd.

1.

Vendor
(Authorized Signatory)

SIGNED SEALED AND DELIVERED BY

2.

Vendee

Drafted by-