

**SALE DEED**

**(Subject to modifications as per directions/ requirements of the concerned authorities)**

1. Type of Property : Residential (*or commercial*)
2. Mohalla/Gram : Residential (Group Housing), situated at(*location of the project*)
3. Details of Apartment : (*address of apartment, details of project and tower and complete address along with khasra no. and parking details*)
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** is executed at (*Location*) on this \_\_\_\_\_ day of (**month and year**).

**BETWEEN**

1. **(Name of the Promoter company);** incorporated under the provisions of the Companies Act, 2013, having its Registered Office at(*address of registered office*), and having corporate office at(*address of corporate office*), through its Authorized Signatory, **Shri** , son of Sh. , duly authorized vide its Board's Resolution dated \_\_\_\_\_ 2017 hereinafter referred to as "**Vendor**" which was referred by name as '**Promoter**' in the agreement to sell between concerned parties 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 :**

## AND

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

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

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

**W H E R E A S :**

A. The Vendor is constructing / has constructed a group housing complex on the land totaling to \_\_\_\_\_ sq. mts., comprising under Khasra Nos.\_\_\_\_\_, situated in the area (*proper address of location of project*)(hereinafter referred to as “**Project Land**”), for itself and as per inter-se agreement bearing Registration No. \_\_\_\_\_ dated \_\_\_\_\_ Bahi No.\_\_\_\_\_, Jild No.\_\_\_\_\_, Page No.\_\_\_\_ and (*agreement details with other companies or developers if any*), after obtaining sanction of building plans from Ghaziabad Development Authority, (hereinafter referred to as “**GDA**”), vide its letter bearing No. \_\_\_\_\_ dated \_\_\_\_\_

B. Pursuant to the aforesaid sanction of building plan, the Vendor developed the Project Land by constructing thereon a Group Housing Complex, namely “.....” (hereinafter referred to as “**Said Complex**”), comprising of several multi-storied Towers /buildings having residential apartments(*details regarding commercial project if commercial*), along with other common services and facilities being part of the Said Complex, in accordance with the sanctioned building plans and were compounded by GDA vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_

C. Upon partial completion of construction of Said Complex, an application was submitted by the Vendor to GDA for grant of completion/occupation certificate. Thereafter, GDA vide its letter No. dated has granted partial completion/occupation certificate in respect of the Towers, namely \_\_\_\_\_ being part of the Said Complex, on the conditions as contained therein.

D. On an application submitted by the Vendees, the Vendor agreed to allot, vide a letter of allotment dated \_\_\_\_\_(hereinafter referred to as “**Allotment Letter**”) duly executed between them an Apartment bearing No.\_\_\_\_\_(herein “**Said Apartment**”), on \_\_\_\_\_ **Floor in Tower-**\_\_\_\_\_, **Block** \_\_\_\_ (herein “**Said Building**”), in the Said Complex, having a Carpet area measuring \_\_\_\_\_ as per annexed map along with undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the common areas of the Said Building, including all easementry rights attached thereto, and also with usage rights of \_\_\_\_\_ **COVERED** parking space.

E. The Vendees have been provided by the Vendors with all the relevant information's, documents, building plans and such other credentials with respect to its rights, title and interest in the Project Land, and its competency, facilities and basic infrastructure provided in the Said Building. The Vendees have confirmed that they have examined the said documents, building plans, etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Vendors in the Project Land/Said Complex/ Said Building and have also understood all limitations and obligations of the Vendors in relation thereto. The Vendees herein, thus, has relied solely on their own judgment while deciding to seek allotment of the Said Apartment. There has never been any objection by the Vendees in this respect after the allotment of the Said Apartment by the Vendors, and as such, pursuant to the allotment, the Vendees are now entering into this Sale Deed in respect of the Said Apartment.

F. For the purposes of this Sale Deed, "Common Areas and Facilities" means and includes:

- (i) the land on which the Said Building is located and all easements, rights and appurtenances belonging thereto and the Said Building;
- (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, stair-way, and entrances and exits of the Said Building;
- (iii) The community / club building, swimming pool, gymnasium, parks and gardens in the Said Complex.
- (iv) installations of common services such as power, light, sewerage treatment plant and rain water harvesting in the Said Complex;
- (v) the elevators, tanks, pumps, motors, expressers, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors; and
- (vi) Circulation area, service areas including but not limited to, machine room, overhead water tanks, stores etc., architectural features, if provided and security control rooms.

G. All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas & facilities and shall be reserved for use of certain apartment or apartments to the exclusion of other apartments without the interference of other apartment owner(s).

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

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

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

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

1. In consideration of a total sum of \_\_\_\_\_ which consideration is already paid by the Vendees to the Vendors, the receipt whereof the Vendors hereby acknowledge and admit before the Sub-Registrar\_\_\_\_\_, and in consideration of the undertaking of the Vendees to pay such further amount, as may be at any time hereto after become liable to pay in terms of this Sale Deed, and also subject to all those terms and conditions contained in the Allotment Letter, as referred hereinabove, which may or may have not been specifically incorporated herein, the Vendors doth hereby grant, convey, transfer, assure and assign unto the Vendees, the Said Apartment, as more fully described in **SCHEDULE “A”** given hereunder, and for greater clarity delineated on the site plan attached hereto, together with the undivided and imitable 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 and easements whatsoever necessary for the enjoyment of the Said Apartment together with the rights to use one Open/Covered Parking Space in limited common areas and facilities, specifically earmarked in the Said Complex, TO HAVE AND TO HOLD the same unto and to the use of the Vendees and 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 Vendees to obtain housing loan for purchase of the Said Apartment), transfers, easements, liens, attachments of any nature whatsoever and the Vendors have unencumbered, good, subsisting and transferable rights in the same.
3. The vacant and peaceful possession of the Said Apartment hereby sold and has been delivered by the Vendors to the Vendees and the Vendees have taken possession of the same, after physical inspection of the Said Apartment, and after having satisfied themselves about the quality, specifications and extent of construction, carpet-area, Exclusive Balcony / Verandah / Open Terrace 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 with any other person(s).

4. In case the Vendees have availed of a loan facility from their 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 Vendees only, and (b) the Vendees 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 the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area
6. The Vendees shall get exclusive possession of the covered/ built-up area of the Said Apartment. The Vendees 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 Vendees 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 same. Further, the use of such common areas and facilities within the Said Building and/or 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 along with all common easementry 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 / 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 Vendors and the Vendors 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 Vendors may deem fit in their sole discretion.
8. The Vendees shall not be entitled to claim partition of their undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.
9. The Vendees shall not cover or construct any structure in around, above or below or encroach upon the covered / open car parking space specifically earmarked for the use of the Said Apartment. It is so understood and made clear that the designated parking space does not have independent legal entity and shall always remain attached to and is an integral part of the Said Apartment and shall in no case be dealt with in any

manner in separation from 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 designated parking space simultaneously.

10. The Vendees 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 Vendors and / or the nominated maintenance agency (Facilities Management Agency / FM Agency) , Association Of Allottee(s) and all laws, bye-laws, rules and regulations stipulated by GDA including the conditions mentioned in the completion certificate, referred herein above, and/or the Municipal, Local and other Government or Statutory bodies and to abide the provision of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, Real Estate (Regulation and Development) Act, 2016. and rules made thereunder, and shall remain responsible and shall keep the Vendors 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 Vendors doth hereby covenant with the Vendees that the interest, which each of the Vendors hereby professes to transfer, is subsisting and the Vendors have good rightful power and authority to convey, grant, transfer, assign and assure the Said Apartment unto the Vendees in the manner aforesaid free from all encumbrances. The Vendors hereby further covenants that in case at any time hereto after by reason of any act or default or omission or commission on the part of the Vendors, the Vendees suffers any loss and is deprived of whole or any portion of the Said Apartment hereby conveyed to the Vendees on account of any defect in the title of the Vendors, the Vendors shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Apartment by the act of default, omission or commission of the Vendors and make good the losses suffered by the Vendees thereby, and in such case, the Vendees shall have no claim to any compensation in any other property in the Said Complex.
12. The Vendees have 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 the Allotment Letter, referred herein-above. However, if any additional charges including increase in development 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/Said Complex, are levied in future retrospectively or otherwise, then the same shall be treated as unpaid consideration of Said Apartment payable by the Vendees and the Vendors shall have first charge / lien on Said Apartment for recovery of the same.
13. The Vendors have agreed to organize operation, upkeep and maintenance of various services and facilities provided in the Said Complex as a facilitator through its

nominated agency, (herein “**Maintenance Agency**”) for the initial period of one year from the date of issue of completion certificate or the date by which seventy five percent of the apartments have been handed over to the allottee(s), whichever is earlier in compliance with The Uttar Pradesh Apartment Act’2010. The Vendees have agreed and undertaken to enter into a Maintenance & Management Agreement (herein “**Maintenance Agreement**”) executed/to be executed between the Vendors, Vendees & the Maintenance Agency. The Vendees have 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 Vendees have paid, in advance, for initial period of one year on account of Maintenance Charges towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges, etc., as per the terms of the Maintenance & Management Agreement. Thus, the Maintenance Agency shall be entitled to disconnect the said services and facilities including the electricity supply & power back-up in the event of default or delay / default in payment of said maintenance charges by the Vendees, after expiry of initial period. Vendees may be permitted to transfer the Said Apartment only after obtaining no dues from the Maintenance Agency.

14. The Maintenance & Management of the Said Complex shall be handed over to Apartment Owners Association within a period of one year from the date of issue of completion certificate or the date, by which seventy five percent of the apartments have been handed over to the Vendees/allottee, whichever is earlier. However, in case such Association is not formed, Maintenance Agency may opt to continue to provide maintenance and management services of the Said Complex and the Vendees agree to continue paying the maintenance charges as may be decided by Vendors/Maintenance Agency in terms of the Maintenance & Management Agreement. The Vendees promise, agree and undertake to become member of such Apartment Owners Association and to pay membership fee on its constitution / formation as per its bye-laws.
15. The Vendees have reimbursed/agreed to reimburse to the Vendors such charges as demanded / may be demanded separately for making arrangements for providing sewerage, water and electricity connections, etc., to the Said Apartment from the peripheral services / connections provided by various authorities to the Said Complex at a single point. The Vendees have also agreed and undertaken to pay electricity consumption charges to the Vendors or its nominated agency for supply of electricity to the Said Apartment from a Single Point Supply provided to the Said Complex by the (*name of authority*)or any such authority. The supply of the electricity shall be liable to be disconnected, if the bills for the same are not paid in the specified time.
16. The Vendors have provided power back-up system to each apartment and to the common services/facilities in the Said Building. The Vendees shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendees

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 Vendors /Maintenance Agency/ Apartment owners Association through pre-paid meters failing which supply of electricity through mains or power back-up can be discontinued by them. Supply of power backup/ electricity may be disconnected, and maintenance services may be stopped to the Said Apartment, in case of default by the Vendees in payment of these amount.

17. 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 Vendees from the date of the possession / deemed possession. Further, the Vendees will neither themselves permit anything to be done nor caused to be done, which may damage any part of the Said Building, the staircases, shafts, common passages, elevators, adjacent apartment(s), etc., or violates the rules or bye-laws of the Local Authorities or the Apartment Owners Association.
18. The Vendees are not permitted to use the central green lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties, etc. If any common space is provided in the Said Complex / Club for organizing meetings and small functions, the same may be used by the Vendees on payment of such charges as may be fixed by the Vendors/ Maintenance Agency/ Apartment Owners Association from time to time.
19. The Vendors and/or Maintenance Agency/ Apartment Owners Association 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 Vendees covenants and agrees to permit them to do so. Any refusal by the Vendees to allow such entry into or upon their apartment or any part thereof will be deemed to be a violation of this Sale Deed and violation of right of easement and right of usage of common services and facilities of other apartment owners and the Vendees shall make themselves liable for legal actions for said violation.
20. It is made clear that the Maintenance & Management of the Said Complex shall be organized by Maintenance Agency or Apartment Owners Association through various outside/ outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the Vendors and / or Maintenance Agency/ Apartment Owners Association 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 found satisfactory.

21. The responsibility of providing Watch & Ward Security services in the Said Complex shall be of the Maintenance Agency/ Apartment Owners Association who can entrust 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 Vendees residing in the Said Complex or their belongings and properties. It is made clear and agreed herein that neither the Vendors nor the Maintenance Agency or Apartment Owners Association 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 Building / 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 Vendors / Maintenance Agency/ Apartment Owners Association.
22. The Vendors and the Maintenance Agency/ Apartment Owners Association shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Said Apartment or other apartments / Common Areas of the Said Building. The Vendees shall keep Maintenance Agency/ Apartment Owners Association and the Vendors indemnified and harmless against any loss or damage that may be caused to the Apartment Owners Association /Maintenance Agency/ the Vendors and other apartment 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 Apartment Owners Association 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 Vendors and / or Maintenance Agency/ Apartment Owners Association shall not be liable for any default / deficiency in Maintenance & Management of the Said Complex by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The Vendors and Maintenance Agency/ Apartment Owners Association shall also not be liable for any loss, damage or physical injury which may be caused to the Vendees or the 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 Apartment Owners Association 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 existing use of the Said Apartment is residential and the Vendees undertake to use the Said Apartment for residential purpose only. The Vendees 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 Vendors and/ or owners/occupants of other apartments in the Said Building.

25. The Vendees 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 Vendees 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 Vendors /, who on collection of the same from owners of all the apartments in the Said Complex shall deposit the same with the concerned Authority.
26. 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 Vendees in the Said Apartment 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 & Management Agreement referred to elsewhere in this Sale Deed and 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.
27. The Vendees shall not raise any construction temporary or permanent in or upon the Said Apartment nor shall they make any alteration or addition or sub-divide or amalgamate the Said Apartment. The Vendees 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 Vendees 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.
28. The Vendees 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 Vendees shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design by causing any addition or alteration in the same or otherwise. Any such breach shall be treated as default and the same shall attract discontinuation of common services and facilities till the breach is satisfactorily rectified at the cost of the Vendees.

29. The structures of the Said Building along with lifts, pump houses, generators and other common facilities etc., may be got insured by the Vendors or Maintenance Agency, under Fire and Special Perils Policy at the expense of the Vendees provided all the occupiers / owners of all the apartments pay and continue to pay the proportionate charges to be incurred for the purpose of insurance and the Vendees shall always be liable to pay proportionate cost thereof separately. The Vendees shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. The said insurance shall not include contents inside the Said Apartment and the Vendees may get the same insured separately at their own cost and expense.
30. 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 Vendors or Maintenance Agency, the Vendees hereby authorizes the Vendors or Maintenance Agency, as the case may be, to lodge claim/s under the insurance policy and collect proceeds thereunder on behalf of the Vendees and Vendors or Maintenance Agency for the respective rights and interests and further agrees that any discharges given by the Vendors or Maintenance Agency to the Insurance Company, its agents and/or its representatives will be binding on the Vendees.
31. The Vendees shall not keep any hazardous, explosive, inflammable chemicals/materials etc. which may cause damage to the Said Building or any part thereof. The Vendees shall be liable for the same and keep the Vendors and owners of other apartments in the Said Building indemnified in this regard.
32. The Vendees 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 owners of other apartments. The Vendees shall maintain at 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 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 Vendees shall keep the Vendors, and owners / occupiers of other apartments 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 Vendees.
33. The Vendees 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 Vendees shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by them in the Said Apartment 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 their cost.

34. 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.
35. The Vendees 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 Apartment.
36. The Vendees may undertake nonstructural / interior decorations related alterations in their apartment only with the prior written approval of the Vendors. The Vendees shall not be allowed to effect any of the following changes/alterations:
  - (i) Changes, which may cause damage to the structure (columns, beams, slabs, etc.) of the Said Apartment or any part of adjacent units. In case damage is caused to an adjacent apartment or common area, the Vendees will get the same repaired failing which the cost of repair may be deducted from the Vendees' 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 sub-divide or amalgamate the Said Apartment.
37. The Vendees shall strictly observe the followings to ensure safety, durability and long-term maintenance of the Said Building:
  - (i) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose;

- (ii) 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;
- (iii) All the external disposal services to be maintained by periodical cleaning;
- (iv) The Vendees shall not cover the balcony/ terrace of the Said Apartment by any structure, whether permanent or temporary;
- (v) No alteration will be allowed in elevation, even of temporary nature;
- (vi) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician;
- (vii) The Vendees 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;
- (viii) The Vendees should avoid random parking of their vehicle and use only allotted parking bay;
- (ix) If Vendees rents out the Said Apartment, they are required to submit all details of the tenants to the Maintenance Agency or the Apartment Owners Association., as the case may be. The Vendees will be responsible for all acts of omission and commission of their tenants. The Maintenance Agency or the Apartment Owners Association may object to renting out the Said Apartment to persons of objectionable profile; and
- (x) The Vendees are not allowed to put the grills in the Said Apartment as per individual wish, only the design approved by Vendors will be permitted for installation.

38. Vendees are 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. Vendees agree and undertake not to object to such development either individually or collectively in association with other person(s).

39. The Vendees may transfer by sale, gift, exchange or otherwise in any manner, the Said Apartment after obtaining a No Objection of the Vendors and / or the Maintenance Agency or Apartment Owners Associations regards clearance / payment of outstanding maintenance charges and any other charges payable by the Vendees to

the Vendors or the Maintenance Agency / the Residents Association concerned with maintenance of common areas, facilities and services.

40. 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 Vendees.

#### **SCHEDULE “A” REFERRED HEREINABOVE**

Description of the Said Apartment conveyed to the Vendees

All that piece and parcel of the built-up Apartment bearing No. \_\_\_\_\_ (full address with carpet area )with usage rights of **COVERED** parking space, 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 along with right of use to general commonly used areas and facilities earmarked for common use of all occupants within the Said Complex together with the right to use the **COVERED** Parking Space No. \_\_\_\_\_ in the limited common areas and facilities, in Group Housing Complex named \_\_\_\_\_  
This deed is written according to the statement of both the parties, Advocates have no personal statement.

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

**SIGNED, EXECUTED & DELIVERED BY:**

**VENDOR**

**VENDEE(S)**

**Witnesses**

1.

2.