

### **BRIEF PARTICULARS OF SALE DEED**

Type of land	:	Residential Group Housing.
Mohalla/ Village	:	Noor Nagar, Ghaziabad.
Description of Property/ Flat	:	<b>Flat No. _____, ___ Floor</b> <b>Block __ Tower _____</b> (Without roof Rights) Situating in the Residential Group Housing Complex at “ _____ ” at NH- 58, Raj Nagar Extension, in Village Noor Nagar, Paragana Loni, Tehsil & District Ghaziabad, along with usage rights of One _____ Car Parking Space
Super Area	:	_____ <b>Sq. Ft. i.e. _____ sq. mtr.</b>
Covered Area	:	_____ <b>Sq. Ft. i.e. _____ sq. mtr.</b>
Status of road	:	_____ mtr. wide Road
Sale Consideration	:	<b>Rs. _____</b>
Basic Circle Rate	:	<b>Rs. 27,000/- per sq. mtr.</b>
No Less for 1 <sup>ST</sup> floor in basic circle rate and add 9% for all amenities, less 5% for rain water harvesting system, rate comes	:	<b>Rs. _____ per sq. mtr</b>
Govt. Value	:	<b>Rs. _____/-</b>
Stamp Duty paid Rs	:	<b>Rs. _____/</b>
Loan Funding	:	

Stamp Duty is paid accordingly to GO. 2756 dated 30-06-2008

## SALE DEED

**This Sale Deed** is executed at Ghaziabad on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

### BETWEEN

\_\_\_\_\_ a company incorporated under the provision of the Companies Act, 1956, having its registered office at \_\_\_\_\_, through its Authorized Signatory \_\_\_\_\_ duly authorized vide resolution dated \_\_\_\_\_ passed by the Board of directors hereinafter referred to as the “VENDOR” (which expression shall, unless it be repugnant to the context or meaning thereto, means and includes its successors-in-interest and assigns), of the ONE PART [PAN : \_\_\_\_\_ ].

### AND

**Mr.** \_\_\_\_\_ **S/o** \_\_\_\_\_ **AND** \_\_\_\_\_ **R/O** \_\_\_\_\_ hereinafter referred to as “VENDEE”, (which expression shall, unless it be repugnant to the context or meaning thereto means and includes their respective legal representative, legal heirs and assigns, of the “OTHER PART”).

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

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

### Whereas

- A. The Vendor is constructing / has constructed a group housing complex on the land totaling to \_\_\_\_\_ sq. mts., comprising under Khasra No. \_\_\_\_\_ situated in the area of Village Noor Nagar under Tehsil and Distt. Ghaziabad, U.P., (hereinafter referred to as “Project Land”), having acquired (the total land area \_\_\_\_\_ Sq. mtr. out of which the land area of \_\_\_\_\_ Sq. Mtr. has cut in the road widening ) through sale deed registered vide book no-1, volume no. \_\_\_\_\_ on page no. \_\_\_\_\_ on serial no. \_\_\_\_\_ dated \_\_\_\_\_ in the Office of Sub-Registrar, II Ghaziabad, U.P.
- B. In the above backdrop, the vendor was authorised to develop the Said Land by constructing thereon a multi-storeyed Group Housing Complex.
- C. After obtaining sanctioning of the building plan from Ghaziabad Development Authority (herein “**GDA**”) vide its letter dated \_\_\_\_\_, the Vendor, has developed and constructed on the said Land Group Housing Complex namely \_\_\_\_\_ (hereinafter referred to as the “**Said Complex**”) consisting of Phase-\_\_\_\_ (comprising of Block \_\_\_\_\_), Phase-\_\_\_\_

(comprising of Block- \_\_\_\_\_) and Phase-\_\_\_\_ (comprising of Block-\_\_\_\_\_) having residential Flats/ commercial spaces along with other common areas and facilities, limited common area which includes open/ covered car parking spaces and independent area.

- E. The Vendor has deposited as per norms, all External Development Charges for outer Development Work/ amenities like Road, Electricity, Sewer and Water line etc., with GDA and the same shall be provided by GDA/ Authority concerned up to Boundary of the Project. The Vendor has carried out all above mentioned amenities within the boundary of the said Complex. In case of non-operational of above said service by concerned authorities, if alternative services are to be provided by , these will be provided by additional operative cost of the same from the occupants of the said Complex.

The Vendor has completed the construction of Phase –I (consisting of Tower A, B, C, D) and has obtained partial completion certificate in respect thereof vide letter dated 16-01-2015 issued by GDA. The Vendor, thus has offered Possession of the Flats in the Phase-I (hereinafter referred to as the **“Said Phase”**) of the Said Complex.

- F. The Vendor, by virtue of this sale deed, in terms of the allotment made to the Vendee, is now transferring and selling to the Vendee the **Flat bearing no. \_\_\_\_\_, \_\_\_\_\_ Floor** in the **Block No. \_\_\_\_** hereinafter referred to as the “**Said Flat**”) of Said Phase, (hereinafter referred to as the “**Said Building**”) along with undivided and impartiable proportionate share in the land underneath the Said Building and undivided proportionate share in the common areas and facilities provided therein together with usage rights of One \_\_\_\_\_ Car Parking Space being No \_\_\_\_\_ falling under limited common areas within the Said Complex
- G. The Vendee has paid the total agreed consideration and other charges to the Vendor and has executed the inspection check list and had requested the Vendor to hand over possession of the Said Flat and to get the sale deed executed and registered in his/her/their names in respect thereof and on the following terms and conditions as set out hereunder :-

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

1. That in consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** which includes rights to use of one covered car parking/open car 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 here to 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 Flat as more fully described in schedule A, given hereunder and for greater clarity delineated on the plan attached here to together with the undivided and impartiable proportionate share in common areas and facilities of the Said Building and along with all rights and easements whatsoever necessary for the enjoyment of the Said Flat and to have and hold the same unto and to the use of the Vendee and his/her/their successors in- interest and assigns, heirs, executors, administrators, absolutely and forever subject to the exception, reservation, conditions, stipulations and covenants hereinafter; contained and each of them..

2. The Said Flat hereby sold, conveyed and assured under this deed is free from all sorts of encumbrances or charges (Except those created at request of the Vendee to obtain housing loan of purchase of the Said Flat) transfer, easement, liens attachment of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable right in the same.
3. The vacant and peaceful possession of the Said Flat hereby transferred has been handed over/ delivered by the "Vendor" to the "Vendee" being **Flat No. \_\_\_\_\_, \_\_\_\_\_ Floor** along with right to use of car parking space and with the entire satisfaction as per aforesaid inspection check list report. The Vendee is also fully satisfied regarding quality of construction and specification, final settlement of cost/ dues, acknowledgement the built up area and super area, elevation and facilities viz club, green areas etc., agreed as per terms of Buyer's Agreement. The Vendee is satisfied about the completion of satisfactory performance by the Vendors as such Vendee undertake not to raise any dispute/ claim against the Vendor either individually/ jointly as member of association and vendor liability on this account is now extinguishes. The Vendor and Vendee have also agreed that Buyer's agreement is now finally concluded and now the term of sale deed will only be binding upon Vendor/ Vendee.
4. In case the Vendee has availed of a loan facility from his/her employer or Financial institution/ bank to facilitates the purchase of the Said Flat, then in that case (a) The terms of the financial institution shall exclusively be binding and applicable upon the Vendee only, (b) The Vendee 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 the super area means the built- up area of the Flat which is the entire area enclosed by its periphery walls including half of the area under common walls between two Flats and full area of the other walls, columns and projections, balconies, cupboard, window projection and other projection plus proportionate share in the common area such as staircase, entrance, lobbies, corridors, passages, munties, lift wells, lift rooms, sanitation/ electrical and fire shafts etc., of the Said Building and proportionate share of other common areas and facilities in the Said Complex like guard rooms for pumps, electrical/generators, electric and telephone installation and other facilities etc.
6. The Vendee gets exclusive possession of the built-up area of the said Flat. The Vendee shall also have undivided proportionate share in the common areas and facilities harmoniously with other occupants of the Said Building without causing any inconvenience or hindrance to any of them. Further, the use of such common areas and facilities within the Said Building shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.
7. Expect for the said Flat conveyed herein along with all common easementary rights attached therewith including undivided right of use of all common areas and facilities of ingress egress over common areas within the Said Complex which may be within or outside the footprint of the building, all rights and interest in all un-allotted /unsold areas in the Said Buildings/ Said Complex, open spaces, roof /terraces of buildings, basements, parking spaces in limited common areas and facilities and commercial spaces in independent areas (except those which are specifically allotted ), shall continue to vest with the Vendor. All lands, except the general commonly used areas, facilities and amenities, public road within the said Complex earmarked for common use, falling outside the land underneath the said Building in which Said Flat of the Vendee is situated, including shops, facilities, amenities etc., if provided in the Stilts/ Basements of the Said Building /Said Complex shall vest with the Vendor and the vendor shall have the sole right and absolute authority to deal with such lands, 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 shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.

9. The Vendee shall not cover or construct any structure in around, above or below or encroach upon the covered / open parking space specifically earmarked for his/her use 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 be integral part of the Said Flat and shall in no case be dealt with in any manner in separation with the said Flat. Whenever, the Said Flat 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 has already paid the sale consideration, as stated hereinabove, and all other dues, which are payable from the date of application and/or, in terms of allotment, referred herein-above. However, if any additional charges levies, rates, taxes, demands etc. including service tax, VAT/Works Contract Tax, Metro Cess, development charges for the provision of peripheral and/or external services or for any other reason attributable to the Said Flat are levied in future retrospectively or otherwise, then the same shall be treated as unpaid consideration of the Said Flat payable by the Vendee and the Vendor shall have first charge /Lien on said Flat for recovery of the same.
11. The Vendor doth hereby covenant with the vendee that the interest , which the Vendee hereby profess to transfer is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the Said Flat unto the Vendee in the manner aforesaid free from all encumbrances. The Vendor hereby further covenants that in case at any time hereafter by reason of any act or default or omission or commission on the part of the Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the Said Flat hereby conveyed to the Vendee 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 Flat by the act of default, omission or commission of the Vendor and to make good the losses suffered by the Vendee thereby, and in such case, the Vendee shall have no right, title or interest or claim in any other property in the Complex.
12. The Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Said Complex, rules framed by the Vendor and / or the nominated maintenance agency (Facilities Management Agency / FM Agency) and all laws, bye-laws, rules and regulations stipulated by GDA and/or the Municipal, Local and other Government or Statutory bodies/ U.P. Flat (Promotion of Construction, Ownership & Maintenance) Act, 2010 and shall be responsible for and shall keep the Vendor and owners/occupies of other Flats in the Said Building/Said Complex indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

13. A separate Complex Maintenance & Management Agreement is being executed between the Vendee & nominated Maintenance Agency regarding detailing the charges, terms & conditions and scope of work. The Vendee has deposited with the nominated Maintenance Agency Interest Free Security for Facilities Management (IFSFM). The FM Agency shall organize the operations and maintenance of service and facilities who shall be entitled to disconnect the said service 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 vendee.

It is specifically mentioned that the FM Agency shall handover the maintenance and management of the Said Complex to the Resident welfare association, (hereinafter referred to as “RWA”) and handover common area facilities / equipments to RWA on legal agreement, on the clear understanding that all unsold flats, unsold parking spaces, stores, office, commercial spaces, terraces etc., shall remain the property of the Vendor. It is further agreed that all payment viz. Maintenance, Electricity Consumption charges etc., will be recovered through prepaid metering system. The Vendee agrees and undertakes to become member of RWA and to pay membership fee on his constitution/ formation as per its bye-law.

14. The Vendee is liable to pay recurring maintenance charges as determined by the Facility/ Maintenance agency, irrespective whether the Vendee is in occupation of the Said Flat or not, within a period of 7 days of demand. The facility/ Maintenance Agency reserves the right to enhance interest free security for Facilities Management (IFSFM) deposit and the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in payment interest @18% per annum shall be charged for the period of delay. In case of failure of the Vendee is permitting the Vendee/ Maintenance agency to deny him/ her/ them the maintenance services that may include disconnected of water/ sewer, power/ power back-up and debarment from usage of any or all common facility within the project. The vendor may also, apart from other remedies open on it, restrict or object to the transfer of the Said Flat by the Vendee.
15. In case of continuous failure of the Vendee to pay the maintenance charges, the RWA/ Maintenance agency, as the case may be, shall have the right to adjust the amount of outstanding maintenance charges from the IFSFM deposit kept with it. The Vendee has reimbursed/ agree to reimburse to the facility management agency such charges as demanded/ may be demanded separately for making arrangement for providing sewerage, water and electricity connections etc., to the Said Flat from the peripheral services/ connection provided by various authorities to the Complex at the single point. The Vendee has also agreed and undertaken to pay electricity consumption charges to the facility management agency for supply of electricity to the Said



Flat from single point supply provided to the Said Complex by UPPCL/ PVVNL or any such authority under prepaid system. The supply of the electricity shall be liable to a disconnected, if the bills for the same are not paid in the specified time.

16. That the Vendor has provided power back-up system to each Flat and to the common services/ facilities in the Said Complex. The Vendee shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendee through the power supply and proportionate running cost of power back-u system over and above the general maintenance charges, electricity consumed through the power back-up system at such rate, taxes, levies, service charges etc., as determined by the Nominated Facilities Maintenance Agency under prepaid system falling which supply of electricity through mains or power back-up can be discontinued by the Nominated Facilities Maintenance Agency.
17. The maintenance of the Said Flat including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Vendee from the date of the possession/ deemed possession. Further, the vendee will neither himself do not permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. Or violates the rules or bye-law of the local authorities or the RWA
18. The Vendee is not permitted to use the lawns, parks, other common areas for organizing personal functions such as marriages, birthdays parties etc. If any common space is provided in any building/ club for organizing meetings and small .functions, the same may be used by the Vendee on payment of such charges as may be fixed by the FM agency from time to time.
19. That the Vendee has paid onetime non- refundable Club Membership charges. The Vendee is liable to pay the recurring charges towards usage/ maintenance charges of the club which is more specified in the Common maintenance charges in agreement executed with the nominated agency and vendee. The club is common for all Residents of Phase- I , Phase- II and III and the same will be used by the residents thereof. Moreover, ownership of club will remain with the Vendor. The Club area is housed at Upper basement, First floor and Second floor having area of 5500 sq. ft. Without roof right.
20. That the Vendee's right to use of the common areas and facilities within the said Building/said Complex shall be subject to timely payment of Said Complex Maintenance & Management (CMM) Charges including contribution to Sinking Fund/ Capital Equipment Replacement and Repairs Fund and any other charges as billed by the FM Agency and performance by the Vendee of all his obligations under the Complex Maintenance &

Management Agreement executed between the Vendee and FM Agency. So long as the maintenance and other related charges/ contributions are paid regularly, as provided in these presents, the Vendee or anyone else lawfully claiming under him shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Vendee has deposited IFSF M, it shall not be open to the Vendee to claim usage of any rights of the common facilities and that the FM Agency /RWA, in its sole discretion, shall be entitled to effect disconnection of services to defaulting Vendee(s), which may include disconnection of water, power and power back up connections and deny usage of any or all-common facilities within the complex. The usage of such common facilities shall be restored as soon as the breach is rectified by the Vendee. All payment will be routed through prepaid system.

21. The FM Agency and their authorized staff and workmen shall always have the right to enter into and upon the said Flat or any part thereof at all reasonable hours to set right any defect in the said Flat or the defects in the Flats above or below or adjoining the said Flat and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc. and the Vendee covenants and agrees to permit them to do so. Any refusal by the Vendee to allow such entry into or upon his Flat or any part thereof will be deemed to be a violation of this Deed and violation of right of easement and right of usage of common services and facilities of other Flat owners and the Vendee shall make himself liable for legal actions for said violation.
22. It is made clear that the Complex Maintenance & Management of the Said Complex shall be organized by FM Agency through various outside outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the FM Agency will be limited only to the extent of supervision to the best of its abilities subject to human limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements / arrangements entered into with them and to change any agency if its performance is not satisfactory.
23. The Watch & Ward Security of the Complex shall comprise of general security of the same. The responsibility of providing Watch & Ward Security services to the said Complex shall be entrusted to some outsourced Security Agency. The FM Agency and the security agency will be entitled to regulate entry into the 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 by the parties herein that the FM Agency shall not 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 Flat / Said Building/Said Complex or any part or portion thereof due to any lapse /

failure / shortcoming on part of the staff of the security agency and / or the Vendor / FM Agency.

24. The Vendor and the FM Agency shall in no case be held responsible or liable any fire or any kind of hazard, electrical, pollution, structural originating from the Flat of the said Vendee or other Flats/ Common Areas of the said Complex. The Vendee Shall keep FM Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the FM Agency, the Vendor and other Flat owners of the said Complex or their family members or any other persons or their properties in this regard.
25. The FM Agency 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 FM Agency shall not be liable for any default / deficiency in Complex 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 FM Agency shall also not be liable for any loss, damage or physical injury which may be caused to the Vendee or his 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 FM Agency 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.
26. The existing use of the Said Flat is residential and the Vendee undertakes to use the Said Flat for residential purpose only. The Vendee shall therefore not use the Said Flat conveyed herein for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to the Vendor and Owners/occupants of other Flats in the Said Building/ Said Complex.

27. The Vendee shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax, Service Tax, Metro Cess 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 Flat after the allotment. So long as Said Flat is not separately assessed for the taxes, duties etc. the Vendee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the super area of the Said Flat to the Maintenance Agency (FM Agency) or to the Vendor, who on collection of the same from owners of all the Flats in the Complex will deposit the same with the concerned Authority.
28. All the provisions contained herein and the obligations arising hereunder in respect of Said Flat /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 Flat. Whenever the right, title and interest of the Vendee in the Said Flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale deed and the Complex Maintenance & Management Agreement referred to elsewhere in this Sale Deed and he / she/ they be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Flat.
29. Whenever the title of the Said Flat is transferred in any manner whatsoever it will be the responsibility of the transferor to pay the outstanding maintenance and other administrative charges payable to the Maintenance Agency / FM Agency before affecting the transfer of the Said Flat failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency / FM Agency before occupying the Said Flat. along with administrative charges as decided by the company/vendor from time to time.
30. The Vendee shall not raise any construction temporary or permanent in or upon the Said Flat nor shall make any alteration or addition or sub-divide or amalgamate the Said Flat. The Vendee shall not demolish or cause to be demolished any structure of the Said Flat 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 Building. That the Vendee shall not remove the floor, roof and any walls of the Said Flat including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the Flats above, adjoining and below it.

31. The Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Flat in any form. The Vendee 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 disconnection of common services and facilities.
32. That structures of the Said Buildings in the Said Complex along with lifts, pump houses, generators and other common facilities etc., may be got insured by the Maintenance Agency under Fire and Special Perils Policy at the expense of the Vendee provided all the occupiers / owners/ of all the Flats pay and continue to pay the proportionate charges to be incurred for the purpose of insurance and the Vendee shall always be liable to pay proportionate cost thereof separately. The Vendee 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 Flat and the Vendee may get the same insured separately at its own cost and expense.
33. 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 FM Agency , the Vendee hereby authorizes the FM Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Vendee and FM Agency for the respective rights and interests and further agrees that any discharges given by the FM Agency to the Insurance Company, its agents and/or its representative in binding on the Vendee.
34. The Vendee shall not keep any hazardous, explosive, inflammable chemical / materials etc. which may cause damage to the building or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other Flats in the Building indemnified in this regard.
35. The Vendee shall keep the Said Flat properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Building or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other Flats. The Vendee shall maintain at his/her/their own costs the Said Flat including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to him/her/them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the building, more particularly the flats adjoining and below it. The Vendee shall keep the Vendor, FM Agency and Owners / Occupiers of other flats in the said Building / Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee.

36. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited common areas and facilities and independent areas and shall also have no right to use the facilities and services not specifically permitted to use. The Vendee shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary /permanent constructions carried out by him in the Said Flat or on Car 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 his/her/their cost. Moreover vendee hereby confirms that the declared independent areas and facilities viz commercial spaces are at the disposal of the developer and developer may sell the same with or without construction wholly or in part to any purchaser and he I she /they shall not raise any objection / interference in any manner in connection therewith either in person or form association and all such liquidated loss (es) / damages suffered due to wrong act of the allottee's / association 'will liable to be paid by defaulting allottee's /association to the developer.
37. Neither the owners / occupants of the Said Flat nor owners / occupants of other Flats 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.
38. The Vendee 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 facade of the Said Complex '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 Flat.
39. The Vendee may undertake minor internal alterations in his/her/their Flat only with the prior written approval of the Maintenance Agency. The Vendee shall not be allowed to effect any of the following changes/alterations. Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the Said Flat or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Vendee will get the same repaired failing which the cost of repair may be deducted from the Vendee's IFMS.Changes that may affect the facade of the Said Flat (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.) Making encroachments on the common spaces in the Project. Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Flat.

40. That the Vendee shall strictly observe following points to ensure safety, durability and long term maintenance of the Said Building/Said Complex:
41. No changes in the internal lay—out of the Said Flat should be made without consulting a qualified structural consultant and without the written permission from the Vendor.
42. No R. C. C. structural member like column and beams should be hammered or punctured for any purpose.
43. All the plumbing problems should be attended by a qualified or experienced plumber in the Said Building. The plumbing Network inside the Said Flat is not to be tampered with or modified in any case.
44. All the external disposal services to be maintained by periodical cleaning.
  - i. The Vendee shall not cover the balcony/ terrace of the Said Flat by any structure, whether permanent or temporary.
  - ii. No alteration will be allowed in elevation, even of temporary nature.
  - iii. Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
  - iv. The Vendee should make sure that all water drains in the Said Flat (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
- V Vendee should avoid random parking of his/her vehicle and use only his allotted parking bay.
- vi. If Vendee rents out the Said Flat, he is required to submit all details of the tenants to the Maintenance agency and the liability of police verification of tenants is of the vendee only. The Vendee will be responsible for all acts of omission and commission of his tenant. The complex management can object to renting out the Said Flat to persons of objectionable profile.
- Vii Vendee is not allowed to put the grills in the Said Flat as per individual wish, only the design approved by Vendor will be permitted for installation.

- viii. Even after the execution of deed or agreement, Sale Deed etc in favour of the Vendee the Vendor shall have the right to make additions, raise additional stories on the building or put up additional structures as all required provisions have been made in the said complex and they shall be sole property of the Vendor who shall have the absolute right to dispose of the Same in any manner he likes without any interference from any Vendee and Vendee hereby expressly consents to the same. The Vendor /nominee shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the existing electric, water, sewage and sewage connections but at the Vendor's own cost. Further the terrace of the Building except the portion sold including the parapet walls shall always be the property of the Vendor. Agreement with the Vendee in the Said Building shall be subject to the aforesaid rights of the Vendor who shall be entitled to use the said terrace including parapet walls for all purpose including the display of advertisement, hoardings, neon sign, telecom towers and or sign boards or any other use and the Vendor shall always have the right to access to the roof, parapet walls, etc. The Vendee hereby gives consent to the same and agrees that the Vendee shall not be entitled to raise any objection or claim any reduction in the price of Said Flat acquired by him or any compensation or damages on the ground of inconveniences or any other ground whatsoever. The Vendor alone shall have the right and be entitled to get the refund or various securities deposited by the Vendor during or after the construction of the Said Building with various Government Authorities.
- ix. That the Vendee may transfer in any manner, the Said Flat after obtaining a No Objection of the maintenance agency as regards clearance / payment of outstanding maintenance charges and any other charges payable by the Vendee to the Maintenance Agency / the Residents Welfare Association / Society concerned with maintenance of common areas, facilities and services.
- x. The Said Complex shall always be known as “\_\_\_\_\_” and shall never be changed by the Flat owners/ anybody else.
- xi. The entire costs and expenses incidental to the preparation, execution and registration of this deed including the payment of stamp duty and registration fee has been borne by the Vendee.



**SCHEDULE “A” REFERRED HERE IN ABOVE**

**SCHEDULE “A”**

(Description of the Said Flat)

Description of the Said Flat conveyed to the Vendee.

All that piece and parcel of the built- up **Flat bearing no \_\_\_\_\_, \_\_\_\_\_ Floor, Tower \_\_\_\_\_ Block \_\_, having Super Area \_\_\_\_\_ sq. ft. and covered area \_\_\_\_\_ sq. ft.**, along with undivided and impartibly proportionate share in the land underneath the building and undivided proportionate share in the common areas of the building including all easementary 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 right to use the Reserved \_\_\_\_\_ **Car Parking Space No. \_\_\_\_\_** in the Complex, in limited common areas and facilities being part of the residential complex named “\_\_\_\_\_” situated at Raj Nagar Extension NH-58, Village Noor Nagar, Pargana Loni, Tehsil & District Ghaziabad, U.P.

:

IN WITNESS WHEREOF, The Vendor and the Vendee, described hereinabove, have signed sealed & executed at the place and, on the date, month & year, first above written.

(Vendor)  
M/s \_\_\_\_\_ Pvt. Ltd.  
Through its (Authorized Signatory)

(Vendee)

Witnesses

1.

2.