

BRIEF PARTICULARS OF SALE DEED

**(NOTE: THIS CONVEYANCE DEED FORMAT IS SUBJECT TO CHANGE IF/
AS REQUIRED BY THE SUB-REGISTRAR OFFICE)**

1. Nature of Property : _____
2. V-Code : _____
3. Ward / Pargana : _____
4. Mohalla/Village : _____
5. Address : _____
6. Name of Property : _____
7. Details of Shop : _____
8. Shop No. : _____
9. Floor No. : _____
10. Measurement of Property
11. Super Area (Approx.) : _____ sq. ft. _____ sq. mtrs.
12. Covered / Carpet Area (Approx.) : _____ sq. ft. _____ sq. mtrs.
13. Status of Road : _____
14. Sale consideration : Rs. _____
15. Circle Rate : Rs. _____ per Sq.Mtrs

Valuation done according to the V-Code No. _____ of Page No. _____ of
Collector Rate List.

**Stamp Duty is paid as per the Notification vide Order No-SV.K.N.-5-2756/11-
2008-500(1165)/2007, Lucknow, dated 30.06.2008 by the UttarPradesh
Government Institution Finance, Tax & Registration Anubhag-5, alongwith 1%
Reduction in Stamp Duty for woman upto the value of Rs.10,00,000/-.**

DESCRIPTION OF PROPERTY

Freehold Commercial Shop No. _____, admeasuring _____ Square Meters having dimensions _____ * _____ (Length*Width) meters falling in the Developed _____, Tehsil and District-Ghaziabad, Uttar Pradesh and bounded by:

EAST : _____
WEST : _____
NORTH : _____
SOUTH : _____

Sale Consideration : Rs. _____
Govt. Value : Rs. _____
Stamp Duty paid : Rs. _____

This Deed of Sale is executed at Ghaziabad on this ____ day of _____ in the year _____ by **M/s Kirtimaan Constructions Private Limited** (PAN No. _____ and CIN _____) a Company incorporated under the provisions of Companies Act, 1956 having its registered office at _____ represented by its authorized signatory _____ (Aadhar No. _____ Mobile No. _____) appointed by virtue of a duly executed Company Board Resolution dated _____ (hereinafter referred to as the “**Seller/Vendor**” which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in interest, affiliates, nominees, administrators, executors, legal/authorized representatives, attorney (ies) and permitted assigns).

(Hereafter referred to in this Deed as the “**Demised Shop**”)

IN FAVOUR OF

1. Shri /Smt./Ms. _____

Aadhar No. _____

PAN _____

Mobile No. _____

Son/Daughter/Wife of Shri _____

Resident of _____

2. Shri/Smt./Ms. _____

Aadhar No. _____

PAN _____

Mobile No. _____

Son/Daughter/Wife of Shri _____

Resident of _____

(hereinafter referred to as the “**PURCHASER(S)/VENDEE(S)**” which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, executors, legal heirs, nominees, legal representatives and attorney (ies), administrators and permitted assigns).

(For Partnership Firms)

M/s _____ a partnership firm duly registered under The Partnership Act, 1932 represented through its duly authorized partner Shri/Smt. _____ (Aadhar No. _____) appointed by virtue of a duly executed Resolution dated _____ (hereinafter referred to as the “**PURCHASER(S)/VENDEE(S)**” which expression unless it be

repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in business, nominees, legal representatives, executors, administrators and permitted assigns).

(Copy of the Board Resolution signed by all Partners is appended herewith)

(For Companies)

M/s_____a company duly registered under the provisions of the (Indian) Companies Act, 1956, Vide registration no_____, year_____, having its registered office at_____represented by its duly authorized signatory Mr._____, appointed by virtue of a duly executed Company Board Resolution dated _____(hereinafter referred to as the

“PURCHASER(S)/VENDEE(S)” which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in interest, affiliates, legal representatives, executors, attorney (ies), nominees, administrators and permitted assigns).

(Copy of Board Resolution along with the certified Memorandum & Articles of Association of the Company is appended herewith)

WHEREAS

1. The Vendor is constructing / has constructed a Convenient Shopping Complex on the land totaling to _____sq. mts., comprising under _____, situated in the area Village Noor Nagar (Raj Nagar Extn.) Ghaziabad, U.P. (hereinafter referred to as “Said Complex”), 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 map layout / building plans from Ghaziabad Development Authority, (hereinafter referred to as “GDA”), vide its letter bearing No. _____ dated _____

2. Pursuant to the aforesaid sanction of building plan, the Vendor developed the Land by constructing thereon a Shopping Complex namely “_____” (hereinafter referred to as “**Said Complex**”) and bearing UP RERA registration number _____, comprising of several Shops of different sizes and dimensions, along with other common services and facilities being part of the Said Complex, in accordance with the sanctioned layout map / building plans and were compounded by GDA vide its letter No. _____ dated _____
3. 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.
4. The Vendor has developed the said Shopping Complex under the name and style of “_____” on the above said Land and allotted the Demised Shops of different sizes to the prospective Purchaser(s).
5. The Vendee(s) after inspecting, checking and verifying all the ownership records, title documents, approvals/licenses, sanctions, plans pertaining to Land and after having completely satisfied himself/ herself/ themselves with the same had booked a Demised Shop No._____, admeasuring _____ Square Meters falling in _____, Ghaziabad, Uttar Pradesh

6. Subsequently the Demised Shop was allotted by the Vendor to the Vendee(s) and thereafter the Parties had also entered into a Demised Shop Agreement to Sell dated_____ (hereinafter referred to as the “Agreement”) whereby the said Vendor had upon the request of the Vendee(s) agreed to sell the Demised Shop bearing No._____ admeasuring Square Meters, at_____ Ghaziabad hereinbefore described to the Vendee(s) for consideration amounting to Rs._____ /- as per the terms & conditions stipulated in the Application Form and the Demised Shop Allottee (s) Agreement.
7. The Vendee(s), after having satisfied with the clear and marketable title held by the Vendor and the calculation of saleable area of the Demised Shop, have paid the entire sale consideration of Rs._____ (Rupees _____ only), towards the purchase of the Demised Shop as per the agreed terms of payment. The Vendor does hereby accept and acknowledges the receipt of the said amount in consideration thereof this Deed with respect to the Demised Shop. The Vendee admits that the payment made hereunder, if resident within or outside India, is in compliance of the necessary formalities as laid down in Foreign Exchange Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modifications(s) made thereof and all other applicable laws. The vendor accepts no responsibility in this regard and the vendee shall keep the vendor indemnified and harmless in this regard. This Deed is executed in favor of the Vendee(s) in satisfaction of the above.
8. The Vendor is well and sufficiently entitled to sell the Demised Shop and no one besides the Vendor has any interest, right, title or claim of any kind in the Demised Shop and the Demised Shop is free from all encumbrances and the Vendor holds unimpeachable and marketable title and power to convey, transfer, alienate and sell the Demised Shop. Accordingly, this Deed is executed by the Vendor to transfer

and convey absolute title along with peaceful vacant physical possession in respect of the Demised Shop in favor of the Vendee(s).

9. Vendee(S) being fully satisfied with the clear and marketable title held by the Vendor and made full and final payment of the sale consideration of the Demised Shop subject matter of this Deed to the Vendor. The Vendee(s) has/have also satisfied himself/herself/itself/themselves about the calculation of demarcated area of the Demised Shop. Accordingly, Vendee(s) has/have paid entire sale consideration in this respect thereof.
10. The expression 'vendee(s)' shall mean and denote a single Vendee or more than one Vendee as hereinbefore mentioned. The use of singular expressions shall also include plural expressions wherever the context of this Deeds of demands.
11. The Detailed Project Report (D.P.R.) which has been revised from time to time with the permission of the competent authority.
12. The shop of land admeasuring _____ square meters which is earmarked for Plot No. _____ in the sanctioned Detailed Project Report and Layout of the Convenient Shopping Complex known as "_____" comprising of Khasra No. _____ at Village Noor Nagar, Tehsil and District Ghaziabad (hereinafter referred to as the '**said land**') was purchased by the Vendor from **M/s. ASM Management Consultants Private Limited**. The Vendor has constructed shopping complex over the said land known as "_____" (hereinafter referred to as the, **Complex**).
13. The Vendor, by virtue of above mentioned Sale Deeds, has been authorized to develop the Said Land, forming undivided and impartible part of land comprising Khasra No. _____ named as _____ in the said

Township, by constructing thereon Said Convenient Shopping Complex as per building plans sanctioned by GDA.

14. After obtaining sanctioning of building plans from GDA, the Vendor developed the Said Land by developing and constructing thereon buildings and the **Said Convenient Shopping Complex** along with other common services and facilities accordance with the sanctioned building plans.
15. The Vendor offered for allotment and sale of the shops in the **Said Convenient Shopping Complex**. On the request of the Vendee, the Vendor had allotted by way of an Allotment documents to the Vendee, **Shopping Unit bearing No. _____ on _____** (herein "Said Shop") along with undivided and impartible proportionate share in the land underneath Said Convenient Shopping Complex and undivided proportionate share in the common areas of the Said Convenient Shopping Complex including all easementary rights attached thereto along with rights of use of common areas and facilities earmarked for common use for all occupants within the Said Convenient Shopping Complex, for an agreed consideration and on payment of other charges and in accordance with the terms and conditions of allotment.
16. The Vendee has been provided by the Vendor with all the relevant information, documents, building plans and such other credentials with respect to its rights, title and interest and its competency, facilities and basic infrastructure provided in the **Said Convenient Shopping Complex**. The Vendee has confirmed that he/she has examined the said documents, building plans etc., and is/are fully satisfied in all respects with regard to the rights, title and interest of the Vendor in the **Said Convenient Shopping Complex** and has also understood all limitations and obligations of the Vendor in relation thereof.

17. The Vendee herein thus has relied solely on his own judgment and investigation while deciding to seek allotment of the Said Shopping unit. There has never been any investigation or objection by the Vendee in this respect after the allotment of the Said Shop by the Vendor, and as such, pursuant to the allotment, the Vendee is now entering into this sale deed for the Said Shop. This Sale Deed shall prevail over all other terms and conditions agreed orally or in writing or by way of any brochures, advertisements, price list and / or any other document(s) and this sale deed shall have overriding effect over all the previous documents.
18. For the purposes of this Sale Deed "Common Areas and Facilities", "Limited Common Areas and Facilities" and "Independent Areas" are defined asunder:
- a. "Common Areas and Facilities" means and includes:
 - i. The land on which the **Said Convenient Shopping Complex** is located and all easements, rights and appurtenances belonging to the land and the **Said Convenient Shopping Complex**;
 - ii. The foundations, columns, girders, beams, supports, main walls, common corridors, passages, stairs, stair-way, and entrances and exits of the **Said Convenient Shopping Complex**;
 - iii. Installations of common services such as power, light, etc;
 - iv. All general apparatus and installations existing for common use including electrical and fire shafts;
 - v. Circulation area and service areas;
 - b. "Limited Common Areas and Facilities" means those common areas and facilities within the **Said Convenient Shopping Complex** earmarked / reserved for use of certain Shop or Shops to the exclusion of the other Shops. All other common areas and facilities, which are not included hereinbefore in Common Areas and Facilities, shall be treated as limited common areas and

facilities and shall be reserved for use of certain Shop or Shops to the exclusion of the other Shop or Shops to the exclusion of the other Shops, as well as independent areas which may be sold by the Vendor without the interference of other Shop owners.

- c. "Independent Areas" mean the areas which are not included as common areas for joint use of Shops and may be sold by the Vendor without the interference of other Shop owners.

19. The Vendee since has paid the total agreed consideration to the Vendor, the Vendor, by virtue of this sale deed, is transferring and conveying the Said Shop, in favour of the Vendee, on the terms and conditions, as set out hereinafter.
20. Whereas Vendor has appointed a Management Company to manage the affairs of this neighborhood shopping complex including maintenance.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER:

1. In consideration of a total sum of **Rs.** _____ (**Rupees** _____) and the Vendor has received of Rs. _____ from the Vendee and the Vendor hereby acknowledges and admits before the Sub-Registrar, Ghaziabad. The Vendee also undertakes to pay such further amount, as he / she 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, as referred hereinabove, which may or may not have been specifically incorporated herein, the Vendor do hereby grant, convey, transfer, assure and assign unto the Vendee the Said Shop, 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 **Said Convenient Shopping Complex** and the undivided

proportionate share in the common areas of the **Said Convenient Shopping Complex** and along with all rights, privileges and easements whatsoever necessary for the enjoyment of the Said Shop, TO HAVE AND TO HOLD the same unto and to the use of the Vendee and his successors- in-interest and assigns, legal heirs, absolutely and forever subject to the expectations, reservations, conditions, stipulations and covenants hereinafter contained and each of them.

2. The Said Shop hereby sold, conveyed and assured under this Sale Deed is free from all sorts of encumbrances or charges, transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same.
3. The vacant and peaceful actual physical possession of the Said Shop hereby sold has been delivered by the Vendor to the Vendee and the Vendee has taken possession of the same, after physical inspection of the Said Shop, and after having satisfied himself about the quality, specifications and extent of construction, super area, facilities and amenities and design of the Said Shop and undertakes not to raise any dispute hereto after in connection therewith individually or collectively.
4. For computation purpose the Super Area means the entire Built-up Area of the Said Shop, which is the entire area enclosed by its periphery walls including half of the area under common walls between two shops and full area of the other walls, columns and projections plus proportionate share in the common areas and facilities of the **Said Convenient Shopping Complex**.
5. The Vendee gets exclusive possession of the Built-up area of the Said Shop. The Vendee shall also have undivided proportionate share in the common areas and facilities within the **Said Convenient Shopping Complex** and shall use such common areas and facilities harmoniously with other occupants of the **Said**

Convenient Shopping Complex without causing any inconvenience or hindrance to any of them. Further, the use of such common areas and facilities within the **Said Convenient Shopping Complex** shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.

6. Except for the Said Shop, conveyed herein along with all common easementary rights attached therewith, including undivided rights of use of all common areas and facilities and of ingress and egress over common areas within the **Said Convenient Shopping Complex**, which may be within the foot print of the **Said Convenient Shopping Complex**, all rights and interests in all un-allotted / unsold areas in the **Said Convenient Shopping Complex**, open spaces, roofs / terraces of **Said Convenient Shopping Complex**, shall continue to vest in the Vendor and the Vendor shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Vendor may deem fit in its sole discretion.
7. The Vendee shall not be entitled to claim partition of his undivided share in the land underneath the **Said Convenient Shopping Complex**, and the same shall always remain undivided and impartible and unidentified.
8. The Vendee shall abide by and observe all the conditions, terms and covenants of the sale deed, approvals governing the **Said Convenient Shopping Complex** and all laws, bye-laws, rules and regulations stipulated by GDA and / or the Municipal Local and other Government or Statutory bodies and shall be responsible for and shall keep the Vendor and owners / occupiers of other Shops in the **Said Convenient Shopping Complex** indemnified against all costs, consequences, damages and penalties arising out of any breach or non- compliance of any of them.

9. The Vendor doth hereby covenant with the Vendee that the interest, which the Vendor hereby profess to transfer is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the Said Shop unto the Vendee in the manner aforesaid free from all encumbrances. The Vendor 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 Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the Said Shop 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 Shop by the act of default, omission or commission of the Vendor and make good the losses suffered by the Vendee thereby, and in such case, the Vendee shall have no right to claim any compensation, interest or penalty or right in any other property in the **Said Convenient Shopping Complex**.
10. The Vendee has already paid the sale consideration, as stated hereinabove, and all other dues/charges, which are payable from the date of application and / or, in terms of allotment, referred herein-above. However, if any additional charges, metro charge, cesses, levies, rates, taxes, demands etc. including services tax, VAT/Works Contract Tax, development charges for the provision of peripheral and / or external services or for any other reason attributable to the Said Shop / **Said Convenient Shopping Complex or Said Township** are charges. imposed or levied by any Government or Statutory Authority in future retrospectively or otherwise, then the same shall be treated as unpaid consideration of Said Shop payable by the Vendee and the Vendor shall have first charge / lien on Said Shop for recovery of the same. The Vendee, however, agrees and undertakes to pay any such charges, cesses, taxes or levied, and in the manner demanded by the Vendor.

11. That the Vendor shall always have the sole and unfettered right to nominate or appoint the Maintenance Agency for the **Said Convenient Shopping Complex**. The Vendee has agreed and under taken to enter into and execute and Agreement for Maintenance of Common Services (herein "**Maintenance Agreement**") with Maintenance Agency. The Vendee has undertaken to deposit with the Maintenance Agency. The Vendee has undertaken to deposit with the Maintenance Agency an Interest Free Maintenance Agency Security (herein "IFMS") and also pay Advance Maintenance Charges (AMC) towards recurring maintenance expenses, housekeeping, watch and ward charges and other expenses including administrative charges etc. The Vendee undertakes to abide by the terms and conditions of the Maintenance Agreement sincerely and also undertakes to pay promptly all demands, bills, charges etc. as raised by the Maintenance Agency from time to time.
12. A Management Company has been appointed to manage and maintain the said complex and maintenance charge will be payable by the Vendee of the said shop and shall inter-alia contain the provisions as under:
 - (i) Maintenance Agency shall have right to enhance the maintenance charges as and when required by duly informing the reason of enhancement.
 - (ii) In the event of delay in payment of Maintenance charges / other dues, if any by the Vendee, the interest @2% per month shall be charged for the period of delay along with penalty as may be decided by the Maintenance Company from time to time.
 - (iii) In case of failure of the Vendee to pay the maintenance bill, other charges on or before the due date, the Vendee has authorized the Maintenance Company to deny him, the maintenance services that may include disconnection of power / power backup and debarment from usage of any or all common facilities within the **Said Convenient Shopping Complex**.

- (iv) The Maintenance Agency may also, apart from other remedies open to it, restrict or object to the transfer of the Said Shop by the Vendee.
 - (v) The Maintenance charges and the charges for consumption of electricity to the Said Shop and the charges payable on account of power backup, shall be paid by the Vendee through pre-paid meters. Supply of power backup/electricity may be disconnected, and maintenance services may be stopped to the Said Shop, in case of default by the Vendee in payment of these amount.
13. A Management Company has been appointed to manage and maintenance of the said complex and the Vendor has provided power back-up system to each Shop and to the common services / facilities in the **Said Convenient Shopping Complex**. 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-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 Maintenance Agency failing which supply of electricity through mains or power back-up can be discontinued by Maintenance Agency.
14. The boundary of the said Shop including all walls and partitions shall be the exclusive responsibility of the Vendee from the date of the possession / deemed possession. Further, the Vendee shall neither himself do not permit anything to be done which may damage any part of the **Said Convenient Shopping Complex**, the staircases, shafts, common passages, adjacent Shops etc. or violates the rules or bye-laws of the Local Authorities or the Vendor / Maintenance Agency.
15. The Vendor shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution or structural originating from the Said Shop of the said

Vendee or other Shops / Common Areas of the **Said Convenient Shopping Complex**. The Vendee shall keep Maintenance Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the Maintenance, the Vendor and other Shop owners of the **Said Convenient Shopping Complex** and other Flat owners of the Group Housing Complex or their family members or any other persons or their properties in this regard.

16. The existing use of the Said Shop is Commercial and the Vendee undertakes to permit the use the Said Shop for specific Commercial purposes only which are permissible under the Law. The Vendee shall, therefore, not use the Said Shop conveyed herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the Vendor and owners/occupants of other Shops in the **Said Convenient Shopping Complex**. The Vendee undertakes that the Vendee shall not use the Said Shop for any other purpose e.g. _____ or Shop for chemical or explosive or other hazardous or noxious purpose, which may create nuisance. The Vendee shall not stock goods outside the Said Shop and any activity which is injurious or which is prohibited by the State or Central Government or any other Statutory Authority shall not be carried out in or from the Said Shop.
17. The Vendee shall be liable to pay all taxes or other charges including Municipal Tax, Property Tax, Water Tax, Sewerage Tax or any other such taxes, charges, metro charge, cesses, levies etc. which are imposed, levied or change, under any law in force or that may hereafter be enforced, in respect of the Said Shop, from the date of allotment of Said Shop.
18. Whenever the right, title and interest of the Vendee in the Said Shop is transferred in any manner whatsoever, the transferee shall be bound by all covenants and

conditions contained in this Sale Deed and the Maintenance Agreement referred to elsewhere in this Sale Deed and he / she shall 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 Shop.

19. Whenever the title of the Said Shop is transferred in any manner by way of sale deed whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the Said Shop.
20. The Vendee shall not raise any construction temporary or permanent in or upon the Said Shop nor shall make any alteration or addition or sub-divide or amalgamate the Said Shop. That the Vendee shall not demolish or cause to be demolished any structure of the Said Shop 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 Convenient Shopping Complex**. The Vendee shall not remove the floor, roof and any walls of the Said Shop including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the Shops above, adjoining and below it.
21. The Vendee shall not harm or cause any harm or damage to the peripheral walls, front side and rear elevations of the Said Shop in any form. The Vendee shall also not change the color scheme of the outer walls or painting of exterior side of the doors / shutters 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.

22. The structure of the **Said Convenient Shopping Complex** along with all general apparatus and installations existing for common use and other common facilities etc., can be insured by the Vendees / Shop Owners as per their mutual consent and the cost of such insurance shall be shared collectively by them.
23. The Vendee shall not keep any hazardous, explosive, inflammable chemicals / materials etc. which may cause damage to the **Said Convenient Shopping Complex** or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other Shops in the **Said Convenient Shopping Complex** and others indemnified and harmless in this regard.
24. The Vendee shall keep the Said Shop properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the **Said Convenient Shopping Complex** or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other Shops. The Vendee shall maintain at his own costs the Said Shop including walls and partitions, sewers, drains, pipes, and attached areas thereto in the same good condition, state and order in which it is delivered to him and in particular to prevent any seepage, leakage, flooding or damage to any other part of the **Said Convenient Shopping Complex**, more particularly the Shops adjoining and below it. The Vendee shall keep the Vendor, and owners / occupiers of other Shops in the **Said Convenient Shopping Complex** and others in the Housing Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee.
25. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to use. The Vendee 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 Shop or on any common areas within the **Said Convenient Shopping Complex** and shall be liable to be removed at his cost.

26. Neither the owners / occupants of the Said Shop nor owners / occupants of other Shops in the **Said Convenient Shopping Complex** 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.
27. The Vendee shall not put up any name or signboard, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc. at the external facade of the **Said Convenient Shopping Complex** or anywhere on the exterior or on common areas or on roads of the **Said Convenient Shopping Complex** and shall be entitled to display their own signboard only at the proper place, provided for the Said Shop i.e. at the top of the shutter cover only.
28. The Vendee may undertake non-structural / interior decorations related alterations in his Shop only with the prior written approval of the Vendor / Maintenance Agency. The Vendee 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 Shop or any part of adjacent Shops / Units. In case damage is caused to an adjacent Shop or common area, the Vendee will get the same repaired failing which the cost repair may be deducted from the Vendee's IFMS deposit and the Vendee shall deposit the same within seven days.
 - (ii) Changes that may affect the facade of the **Said Convenient Shopping Complex** (e.g. tampering with external treatment changing the paint color of

external walls, putting different colors on shutters, hanging or painting of signboards etc.)

(iii) Make encroachments on the common spaces in the **Said Convenient Shopping Complex**.

29. The Vendee shall strictly observe following points to ensure safety, durability and long term maintenance of the Said Covenant Shopping Complex:

- (i) No changes in the internal lay-out of the Said Shop should be made without consulting a qualified structural consultant.
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) All the external disposal services to be maintained by periodical cleaning.
- (iv) The Vendee shall not cover the balcony / terrace of the Said Shop 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) If Vendee rents out the Said Shop, he / she is required to submit all details of the tenants to the Maintenance Agency or to the Vendor, as the case may be. The Vendee shall be responsible for all acts of omission and commission of his / her / their tenant. The Maintenance Agency or the Vendor shall have the right to object to renting out the Said Shop to persons of objectionable profile.
- (viii) The Vendee is not allowed to put the grills in the Said Shop as per individual wish, only the design approved by Vendor will be permitted for installation.

30. In the event of increase of FAR (Floor Area Ratio) by any Government / Competent Authority, the Vendor shall have unfettered right to raise further constructions on

any area of the **Said Covenant Shopping Complex** built on Plot No. _____ as being the sole and exclusive property of the Vendor and the Vendee shall not be entitled to raise any objection or to make any claim whatsoever.

31. The Vendor shall have the right to make additions, raise additional stories on the **Said Convenient Shopping Complex** built on **Plot No. _____** or put up additional structures as all provisions have been made in the **Said Convenient Shopping Complex** and the same shall be the sole property of the Vendor, who shall have the absolute right to dispose of the same in any manner it likes without any interference from any Vendee and the Vendee hereby expressly consents to the same and agrees that the Vendee shall not be entitled to raise any objection or claim any reduction in the price of shop acquired by him or any compensation or damages on the ground of inconveniences or any other ground whatsoever.
32. The Vendor shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the exiting electric, water, sewage and sewage connections. Further, the Vendor shall have all the rights over the top roof / terrace of the **Said Convenient Shopping Complex**.
33. The Vendor reserves the right to deal with any part of the top roof / terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment's or to use the same for advertisement purposes. The top roof / terrace shall always vest in the Vendor. The Vendee hereby gives consent to the same and agrees that the Vendees shall not be entitled to raise any objection or claim anything on this account or any other ground whatsoever.
34. The Vendee and the Vendor have mutually and finally settled their respective accounts with each other to the fullest of their satisfaction in respect of the interest

for Delayed Payment payable by the Vendee and Delayed Possession Penalty Charges payable by the Vendor. The Vendee hereby also declares that there is no dispute of any kind whatsoever with the Vendor regarding the **Said Shop / Said Convenient Shopping Complex**.

35. Further, the Vendee hereby agrees and undertakes that the legal notice / letters (if any) relating to the **Said Shop / Said Convenient Shopping Complex**, served upon the Vendor by Vendee have now become null and void and the same are cancelled / withdrawn by the Vendee. Henceforth, the Vendee has no grievances or claim of any nature whatsoever against the Vendor with respect to the **Said Shop / Said Convenient Shopping Complex**. The Vendee hereby undertakes that he / she shall not claim any amount or compensation or initiate legal proceedings of any kind whatsoever in future relating to the **Said Shop / Said Convenient Shopping Complex** against the Vendor.
36. The Vendee may transfer by sale, gift, exchange or otherwise in any manner, the Said Shop after obtaining a No Dues Certificate from the Maintenance Agency with regard to clearance / payment of outstanding maintenance charges and any other charges payable by the Vendee to the Maintenance Agency concerned with maintenance of common areas, facilities and services.
37. In the event of any controversy as to the interpretation and applicability of the terms and conditions as mentioned in the Allotment and the terms and conditions contained as in the Sale Deed, the terms and conditions as contained in the sale deed prevail and shall remain binding on the Vendee.
38. All costs and expenses incidental to the preparation, execution and registration of this Deed including the payment of Stamp Duty Registration Fee and Advocate Fee etc. has been / shall be borne by the Vendee.

e-Stamp Certificate No.

39. That for all intents and purposes and for the purpose of the terms and conditions set out in this Deed, singular includes plural and masculine includes the feminine gender.
40. That this Sale Deed has been drafted by the Advocate on the basis and in light of documentary evidence, verbal statement of the Vendor / Vendee and for which all the liabilities and responsibilities shall be of both the parties, advocate shall not have any kind of liability and responsibility in regard to the above said property.

NOTE:

Payment Schedule:

Rs. _____ (Rupees _____) has been received by the Vendor in advance from the Vendee through cheque/draft/online transfer. The Vendor did not receive more than Rs. 20,000/- in cash from the Vendee.

Total consideration of Rs. _____ has been received by the Vendor.

PHOTOGRAPH OF WITNESSES

Photograph of
Witness No. 1

Photograph of
Witness No. 2

e-Stamp Certificate No.

IN WITNESSES WHEREOF the Vendor and the Vendee both have signed and executed the above sale deed on the date, month and year mentioned herein above in the presence of the following witnesses:

WITNESSES

1. Name: _____

M/s. Kirtimaan Constructions Pvt. Ltd.

S/o, D/o, W/o _____

(Vendor)

R/o _____

Aadhar No. _____

Mobile No.: _____

2. Name: _____

S/o, D/o, W/o _____

R/o _____

(Vendee)

Aadhar No. _____

Mobile No.: _____