---Draft for RERA Registration Purposes only---

Sale Consideration : Rs. _____/-
Market Value : Rs. _____/-
Stamp duty paid : Rs. _____/-
Pargana :

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	
3.	Mohalla/Village	:	
4.	Details of Property	:	**Flat No.** _____ **(**_____**)** on the ____ **(**_____**)** **Floor** in the ____**Block** in the '_____'
5.	Standard of measurement	:	Sq. meters
6.	Location Road	:	
7.	Type of Property	:	Flat
8.	Position	:	Finished
9.	Carpet Area	:	_____ Sq. Meters (in Words)
10.	Year of Construction	:	
11.	Consideration	:	Rs. _____/- (Rupees _____ Only)
12.	Boundaries	:	EAST :

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			WEST : NORTH : SOUTH :
13.	**No of persons in First Part (1);No of persons in Second Part (____);**		
14.	**Details of Seller**	:	**Details of PURCHASER(S)**
	Privue Builders Private Limited _____**,** (Reg No:_____) a firm registered under Indian Partnership Act 1932 , having its Principal Office at _____ _____(PAN_____ _____) represented by its **Authorized Partner Mr.** _____ (Aadhar No:_____**)**	:	**Mr.** _____ **S/o** _____ **R/o** _____

_____, (Reg No:_____) a firm registered under Indian Partnership Act 1932 , having its Principal Office at _____(PAN_____) represented by its Authorized Partner Mr. _____ (Aadhar No:_____) duly authorised vide dated _____ *(hereinafter referred to as the* ***'Seller'*** *which expression unless repugnant to the context includes its successors, administrators, and assignees)*

AND

Mr. _____ **S/o** _____ **R/o** _____ (hereinafter called the **'Purchaser(s)'** which expression shall mean and include their heirs, successors, administrators and assigns).

(The Seller and Purchaser as above are collectively known as the "Parties" and individually as "Party".)

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WHEREAS

a. The seller had purchased plot of land bearing Khasra/Plot No. _____ and _____ situated at village _____ Disstt. & Tehsil _____vide registered sale deed dated _____ which is registered in the office of Sub-Registrar-II, ... (hereinafter referred to as the **"project land"**);

b. The Seller is the owner, and in possession of the vast stretch of free hold land of the revenue village of _____, _____Tehsil and District ..... in the state of Uttar Pradesh, wherein the Seller is developing a residential township in the name and style of "_____", and in the said township, the Seller on specific parcels of land, is developing a Group Housing Project consisting of various towers and blocks of flats of various types and sizes, under the name and style of "Jashn Elevate Phase 1", (which group housing project is hereinafter referred to as the **"project"**), as per various approvals (including the ones obtained and the ones applied for).

c. Later on the Seller got constructed the building named "_____" (hereinafter to as **"the said building"**) identifying as _____**, and** _____ in pursuance of permit no. _____ dated _____ ;

d. The Purchaser(s) are satisfied by the title of the project land and is desirous of purchasing a Flat in the building known as '_____', situated at Khasra/plot Nos. _____situated at village _____, Disstt. & Tehsil _____at Village _____ having Carpet area measuring about _____ (in word) sq. meter more and fully detailed in the schedule attached hereto.

e. The Purchaser(s) acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser(s) and that the Purchaser(s) has relied on its own judgment and investigation in deciding to book an Apartment/ Flat in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans,

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advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the compensation of claim, if any, of the Purchaser(s)in respect of the Flat hereby sold shall be deemed to have been waived.

f. The Seller has accepted the request of the Purchaser(s) and has earmarked an **Apartment / Flat no. _____**having **Carpet area of _____ Sq. ft., Built-up area of _____ Sq. ft., Super Built-up area of _____ Sq. ft.** and **exclusive balcony/verandah area of _____ Sq. ft.** on **_____ Floor** in the Project known as "_____" and undivided proportionate right of using Common Area/facilities such as use of common passage, staircase, lift, water and electrical arrangement and shall be hereinafter referred to as the "Said Apartment/Flat" for Basic Sale Consideration subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. THAT in consideration of Rs. _____/- (Rupees _____ only) ("sale consideration") paid by the purchaser(s) to the Seller, the receipt whereof Seller hereby acknowledge. The Seller hereby sells, conveys, assigns and transfers by way of absolute sale all that Flat No. _____ (in word) on the _____ (in word) Floor in **Tower-**____ in the project known as **"**_____**"** 'built over a plot of land bearing Khasra/Plot Nos. _____situated at village _____measuring about _____ (in word) sq. meter carpet Area, morefully described in the **SCHEDULE OF PROPERTY** given at foot of this deed and flat plan attached hereto in favour of the purchaser(s) to hold the same as absolute owners thereof, on the following terms and condition.

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2. THAT the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser(s) hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser(s) right of use and enjoyment of the property sold in any manner whatsoever. THAT the property hereby sold is free from all sorts or encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller is pending in any court of law or with any authority.
3. THAT the purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles in the open spaces shall however, be permitted.
4. THAT the Seller has already got done the electric wiring and fittings in the demised premises and the electric points are provided in the demised premises by the Seller and other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the purchaser(s) and the same shall be exclusive property of the purchaser(s).
5. THAT the land on which the aforesaid residential apartments/Flats including the flat hereby sold stands constructed shall be the common property of the purchaser(s) and the other Flat owner(s)/ purchaser(s) or their transferees, or assignees, etc. of the flats, situated on the ground, first and subsequent floors and the purchaser(s) shall get the proportionate right in the land.
6. THAT the purchaser(s) shall keep the flat in good condition so as not to endanger, the safety of the flats on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the purchaser(s) agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his/her/their flat bears to the sum total super area of all the apartments existing at the time of the destruction, provide that the cost of the

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civil works of the apartments hereby sold a kin to the apartment as existed at the time of destruction would be borne by the purchaser(s) of the respective flats. The purchaser(s) of the ground floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of purchaser(s) as described hereinabove.

7. THAT after handing over the possession of the Flat to the Purchaser(s), till the formation of society, the _____(Company name)/Authorised Agency will be maintaining the water main, sewer lines, common passages, lift, stair-case and other common facilities leading to ingress and egress of the flat, the built-up area of which is hereby sold, and all respective purchaser(s) shall pay to the _____./Authorised Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society, all purchaser(s) shall pay to the society.
8. THAT the purchaser(s) shall be liable to pay Interest Free Maintenance Fund **(IFMS)** to the Seller.
9. THAT the purchaser(s) further agreed to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the Seller/Authorised Agency to the purchaser(s) and on default of the purchaser(s) or failing or neglecting or refusing to make Payments of the said maintenance charges, seller/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser(s).
10. That the Seller will maintain the premises till the formation of Society is formed by the residents of_____.
11. That if the purchaser(s) fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the purchaser(s) under this deed, then the _____/Authorised Agency will be entitled to recover the same through Court of Law at the cost of the purchaser(s).
12. THAT before transfer of the said property either by purchaser(s) or any of their transferee(s), the purchaser(s) or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the '_____/Authorised Agency/ Society', who are maintaining the aforesaid building regarding the

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dues of maintenance charges and other taxes and dues payable thereon, and if the purchaser(s) or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the _____/Authorised Agency/Society then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the _____/Authorised Agency.

13. THAT the Flat hereby sold shall be used by the purchaser(s) for residential purposes and in no case, the purchaser(s) can change the same other than the residential purposes.
14. That the Seller hereby agrees and assures the purchaser(s) to help and assist the purchaser(s) in getting the Flat transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the purchaser(s) shall have full right to get the apartment transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.
15. THAT the purchaser(s) shall have no right to cover the balconies and terrace area of the attached flat in any manner by making temporary or permanent construction or install any kind of instrument on the balconies grills and outer walls of the flat.
16. THAT the Seller represent that they have absolute authority to transfer the property hereby sold and they have further represented that the said property is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprive of the property hereby conveyed or any part thereof on account of any defect in the title of the Seller if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the Seller its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with interest and damages and if at any time hereinafter by reason of any defect or omission on the part of the Seller any person or persons make claims in the property hereby conveyed or any part thereof, then Seller hereby agrees to refund the whole amount of sale consideration along with damages to extent of right affected in the said property by any defect or

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default or omission of the Seller and to make good the loss suffered by the purchaser(s).

17. THAT in case any dues are outstanding against the Seller or its predecessors in interest in respect of property hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the Seller and not the purchaser(s).
18. THAT the purchaser(s) shall take his own electric connection from ..... Electric supply undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The purchaser(s) shall obtain a "No Objection Certificate" from the seller for its purpose.
19. THAT the purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. from time to time.
20. THAT the Sellers shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid flat by any authority or body or Govt. till offer for possession or date of execution of this deed, whichever is earlier.
21. THAT the vacant possession of the property hereby sold has been delivered by the Seller to the purchaser(s) with all rights, privileges so far held and enjoyed by the Seller to hold and enjoy the same the purchaser(s) free from all sorts of encumbrances.
22. The seller shall be entitled to display signboards at the roof, on the exterior of the building, and common area and use such open, free space for brand promotion etc. The purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the building.
23. THAT all the Provisions of Flat Owners Act, which are not contrary to this Deed shall apply.
24. THAT except Ownership rights in the construction of the said Flat hereby sold, purchaser(s) shall have no claim, right, title or interest of any kind in respect of said property and roof of the said property hereby sold. However, the purchaser(s) of the said property shall have only right to use all common facilities except as herein above provided. The purchaser(s) will be absolute owner(s) of the Flat sold only by virtue of the instant deed and the common areas and all common facilities shall remain undivided. The purchaser(s)

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shall have no claim against the Builders/Seller in respect of any item of work, material and installations etc., in the said property hereby sold.

25. That the Seller hereby declares that this Sale Deed is being made in favour of the Purchaser along with the undivided proportionate title in the common areas to the association of allottees/ Maintenance society/resident welfare association formed or to be formed for the said project.
26. THAT the flat transferred under this deed is situated at _____, which is not within a limit of 100 meter _____ or any other segment roads given in circle rate list, hence the valuation of the land is calculated as per Residential rates given in the circle rate list issued by Collector, ... There is no Wooden Flooring, Modeler Kitchen, Wooden Wardrobe, Swimming Pool in the flat/building. No part of it is being used for Commercial purposes.
27. That save and except the said Flat as is purchased by the purchaser(s), the purchaser(s) shall have no claim or right of any nature or kind whatsoever in the open land and / or the building subject nevertheless that the purchaser(s) shall have limited right to use the common portions with the other occupiers of the flats and the building as per the conditions imposed by Maintenance Society.
28. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Flat to the Purchaser(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parities and variation in any of the terms hereof, except under the signatures of the authorized signatory of the seller after the date of registration of this Sale Deed.

29. **INDEMNIFICATION:** That the purchaser(s) hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the purchaser(s) in respect of the said Flat from the date of execution of this Deed.
30. **NOTICE:** That all letters, circulars, receipts and / or notices issued by Seller dispatched by registered AD post or hand delivery duly acknowledged or

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courier to the address of the purchaser(s) given herein above will be sufficient proof of the receipt of the same by the purchaser(s) and shall completely and effectually discharge the Seller in respect of the same.

31. That the proportionate area of the land hereby sold is about _____ (_____) sq. meter situate in Village _____the value whereof @ Rs. _____/- per sq. meter comes to Rs. _____/-. The total area of flat is about _____ (_____) sq. meter and value thereof @ Rs. _____/- per sq. meter comes to Rs. _____/-. The total value of land and construction of the flat comes to Rs. _____/-. However the actual sale consideration being Rs. _____/- only. Hence the stamp duty of Rs. _____/- has been paid vide E-Stamp Certificate No. _____ **dated** _____ on the sale value of the Flat.
32. THAT the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be exclusively borne by the purchaser(s) and the stamp duty has been paid by purchaser(s) to this deed.
33. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.
34. **JURISDICTION:** That, the Courts of Uttar Pradesh, at ..... bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.
35. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the Arbitration Act). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be ..... The language of the arbitration and

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the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

SCHEDULE OF PROPERTY

Flat No. _____ (_____) on the _____ (_____) Floor in the **Tower-**____ in the building known as '_____**-'**, built over a plot of land bearing Khasra Nos. _____situated at Village _____measuring about _____ (_____) sq. mtr. with proportionate right in land _____ sq. mtr. and bounded as under :-

EAST :
WEST :
NORTH :
SOUTH :

IN WITNESS WHEREOF the parties have put his respective hand on this deed of sale on the date month and year, first above written.

Signature of Seller

For M/s _____
Authorized Signatory/Partner

Signature of Buyer(s)/ Allottee(s)

Witness:

1.

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2.

Drafted by: **Composed by:**

(_____) **(_____)**
Advocate, Civil Court, ... **Civil Court, ...**

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