

SALE DEED

1. Type of Land : Residential Group Housing
2. V. Code No. : 0306
3. Mohalla / Village : Noor Nagar, Ghaziabad
4. Description of Property/Flat : Flat No.- Skyper- , -- Floor,
(Without roof rights) situated in the Residential
Group Housing Complex namely "....." at Village Noor Nagar, Raj Nagar Extension NH-58, Pargana Loni, Tehsil & District Ghaziabad, U.P.
5. Unit / Built-up Area : Square feet (..... Sq meters)
6. Total Super Area : Square feet (..... Sq meters)
7. Status of Road : 45 Meter wide road as per Master Plan of GDA
8. Status of Parking : One Car Parking
(Right to use only)
9. Sale Consideration : Rs.
10. Govt. Circle Rate : Rs. 27,000/- Per Square Meter
(Land + Super Area) **Less --% for floor**
after that 9% add for all common facilities

11. Total Value in which Stamp

Duty paid : **Rs.**

12. Particulars in the condition

of share : **N.A.**

13. Seller (Self/Attorney) : **Self/Authorized Signatory**

Number of First Party (One)

Number of Second Party ()

SALE DEED FOR Rs.
STAMP DUTY PAID Rs. -----

SALE DEED

THIS DEED OF SALE made at Ghaziabad on this day of in the year
20.....

BETWEEN

M/s a company incorporated under the
Companies Act, 1956 and having its Registered Office at.....
through its Authorized Signatory **Mr.** S/o Mr. R/o

..... **duly authorized vide Board**
Resolution dated (hereinafter called the
“**PROMOTER/ VENDOR**” which expression shall unless repugnant to its context or
meaning thereto which include its successor and assigns) of the ONE PART

PAN -

IN FAVOUR OF

Mr. S/o Sh.

R/o (hereinafter called the
“**VENDEE**” which expression shall unless repugnant to its context or meaning thereto
which include its successor and assigns) of the OTHER PART
PAN –

AND WHEREAS the PROMOTER/VENDOR is the lawful owner and in possession of Residential Land bearing Khasra No. admeasuring Sq. Mtrs. Located at Village Noor Nagar, Raj Nagar Extension NH-58, Tehsil & Distt. Ghaziabad U.P. having acquired the land and registered through Sale Deed No. dated in the office of Sub-Registrar Ghaziabad U.P.

AND WHEREAS the PROMOTER/VENDOR has constructed a multi-storeyed building in its Residential Group Housing under the name & style as “..... ” at **Village Noor Nagar, Raj Nagar Extension NH-58, Tehsil & Distt. Ghaziabad U.P.** after getting the lay-out /building plans **vide letter no.** dated sanctioned from the Ghaziabad Development Authority (hereinafter referred to as the **“Said Building”**)

AND WHEREAS as per the layout plan it is envisaged that the Dwelling Units/ Apartments/ Flats on all floors shall be sold as an independent Dwelling with impartible and undivided share in the land area underneath the plot; as well as the passage, stairs and corridors, overhead and underground water tanks and other common facilities, if any, for the Dwelling Unit(s) to be used and maintained jointly by all the Vendee(s) in the manner hereinafter mentioned and further, no construction shall be permitted on the terrace to the Vendee(s). However, the Promoter/ Vendor shall have right on the terrace in case of any change in the FAR, carry out construction of further Apartments in the eventuality of such change in the FAR.

AND WHEREAS the PROMOTER/VENDOR has allotted the Flat No. on Floor in Skyper No.- in the Said Building (hereinafter referred to as “Said Apartment”) to the VENDEE.

AND WHEREAS the VENDEE has inspected all the documents of title, sanctions, maps, compounding/completion drawings, possession and is satisfied about the authority vested in the PROMOTER/VENDOR to sell the Said Apartment.

AND WHEREAS the PROMOTER/VENDOR herein now being the sole and absolute owner and fully possessed in law to deal with the said “Apartment” is now desirous of transferring the same to the VENDEE.

AND WHEREAS the VENDEE has paid the total consideration amount i.e. **Rs. (Rupees Only)** to the PROMOTER / VENDOR and subsequently, the VENDEE is entitled to get the Sale Deed executed and registered in his/her/their name(s) in respect of the said Apartment.

NOW, THEREFORE, THE DEED OF SALE WITNESSES AS FOLLOWS

- In pursuance to the said Allotment Letter and in consideration of a sum of **Rs.**) for the said Apartment including cost of individual /undivided share in land, consisting of **Two Bedrooms, Two Toilets, One Drawing/Dining Room, Kitchen and Balcony**, comprising of covered/built up Area of **Square Meter.**
- That in consideration amount of the sum of **Rs.**) which has been received by the PROMOTER/ VENDOR from the VENDEE, the PROMOTER/ VENDOR do hereby sell, convey and transfer the Said Apartment with all rights of ownership and other rights pertaining to the same, with all fittings, fixtures, structure standing thereon, free from all encumbrances or charges (except those created on request of the VENDEE to obtain housing loan for purchase of the Said Apartment), to the VENDEE, absolutely and forever, subject to some conditions mentioned hereinafter.
- That the PROMOTER/VENDOR has already handed over the physical possession of above said Apartment agreed to be transferred herein to the VENDEE. The VENDEE has also inspected door fittings, window fittings, electrical fittings, hardware, sanitary fittings, C.P. fittings, finishing of walls, vitrified tiles flooring, water supply, sewerage and various installation like lifts, electrification work, fire fighting equipment and has found the work satisfactory and has no dispute or qualification in that respect and the VENDEE shall have no claim against the PROMOTER/VENDOR to this effect.
- That in case the VENDEE has availed of a loan facility from the Financial Body/Banks to facilitate the purchase of the said Apartment, in that case (a) the terms & conditions of the financial body/bank shall exclusively be binding and applicable upon the VENDEE only, (b) The VENDEE shall alone be responsible for repayment of dues of the financial body/bank along with interest/penalty accrued thereon or any default in re-payment thereof and the PROMOTER/ VENDOR is indemnified by the VENDEE for any such liability.
- That it has been agreed between PROMOTER/VENDOR and the VENDEE that save and except in respect of said Apartment, VENDEE have no claim, right, title or interest of any nature or kind except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, staircase, corridor etc. The common areas, parks & roads shall remain undivided and no VENDEE or any

other person shall bring any partition or division of any part thereof and any covenant to the contrary shall be void.

- The terrace/roofs (except the terrace of above said Apartment) and parapet walls, ground floor, guest houses, basements, commercial area and other space under stilt/ ground floor and all open space in front of commercial space shall continue to be property of Vendor and who shall be entitled to use them for any purpose whatsoever. Any Apartment owner or association of Apartment owners will not be allowed for any type of encroachment/ construction or claim on the above said areas.
- That any type of encroachment/construction in the entire Building including common areas, open area, roads, lobbies, roof etc. will not be allowed by the Apartment owner/Association of the Apartment Owners.
- That the VENDEE shall not encroach upon any other covered / open parking space except specifically earmarked for his/her/their use and no car/vehicle parking is allowed inside the said Building except those VENDEES, who have reserved the Car Parking space. Further, Scooter/motorcycle shall be parked within the same parking space allotted to the VENDEE, no other place will be provided for the same. Those Vendees/ Apartment Owners, who have not reserved and has not been allotted the car parking space at the time of booking, shall not claim any car parking space in future. They shall park their cars/ vehicle outside the Building, at their own cost and risks, without obstacle to the Gates of the Building.
- The PROMOTER /VENDOR also reserves the right to allot the un-allotted parking spaces. Further, it is understood and made clear that the designated parking space does not have independent legal entity and shall always remain attached to the said Apartment as its integral part and shall in no case be dealt with in any manner in separation with the said Apartment. Whenever, the said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated parking space.

- That it is understood that all the charges in respect of said Apartment such as Property Tax, House Tax, Sewerage Tax, Water Tax, Tax on land, Municipal Tax, Metro Cess etc. shall be paid by the VENDEE to the Ghaziabad Development Authority or any other competent authority from the date hereof or date of possession or deemed date of possession declared by the PROMOTER/VENDOR, whichever is earlier. In the event of electricity charges it shall be paid by the VENDEE to the PROMOTER/VENDOR or its nominated Maintenance Agency. In future if any levy or tax is imposed on the said Building by the State Govt. / any Authority / Civic Body, the same shall be paid by the VENDEE on pro rata basis to the PROMOTER/VENDOR or its nominated Maintenance Agency or concerned Authority.
- That if the said Apartment remains vacant, it shall be the responsibility of the VENDEE to take action to inform the respective authorities in accordance with the provisions of law to get Vacancy Remission from the concerned authorities and the VENDEE shall keep the PROMOTER/VENDOR or its nominated Maintenance Agency indemnified for all such charges levied by the respective authorities.
- That after taking physical possession of the said Apartment by the VENDEE, the VENDEE shall have no claim absolutely of any nature whatsoever against the PROMOTER/VENDOR as to the area of the Apartment or as to any item of work, quality of material used, installations, *facilities & amenities* etc. in the said Apartment or on any other ground whatsoever and the claim if any shall be deemed to have been waived and given up by the VENDEE. All such complaints as to the defect if any shall be got removed by the VENDEE at his/her/their own cost.
- That except for the said Apartment, all rights and interest in all un-allotted / unsold areas, open spaces, roofs/terraces, parapet walls, basements, stilt floors, parking spaces (except those which are specifically allotted), commercial spaces in the said Building shall vest with the PROMOTER/VENDOR. That the PROMOTER/VENDOR shall have the sole right and absolute authority to deal with it in any manner including by way of sale, transfer, lease, allotment, licence or any other mode which the PROMOTER/VENDOR may deem fit in its sole discretion.

- That even after execution of Sale Deed in favour of the VENDEE, the PROMOTER/VENDOR shall have the right to make additions, raise additional storeys on the building or put up additional structures and such additional structures or storeys shall be the sole property of the PROMOTER/VENDOR, who shall have the absolute right to dispose of the same in any manner it likes without any interference or hindrance from the VENDEE.
- That the PROMOTER/VENDOR shall have the right to connect the electric, water and sewerage, fittings of the additional structures or storeys with the existing electric, water, sewerage & sewage connections but at the PROMOTER/VENDOR's own cost. Further, the terrace of the building including parapet walls shall always be the property of the PROMOTER/VENDOR. That the PROMOTER/VENDOR shall be entitled to use the said terrace including parapet walls for all purposes including the display of advertisement, hoarding, neon-sign and /or sign boards or open-air restaurant, antenna or any other use and the PROMOTER/VENDOR shall always have the right of access to the roof, parapet walls etc and the VENDEE hereby gives consent to the same and agrees that the VENDEE shall not be entitled to raise any compensation or damages on the ground of inconvenience or any other ground whatsoever.
- That the VENDEE shall not be entitled to claim partition of his/her/their undivided share in the common areas or land underneath in the said Building, and the same shall always remain undivided and impartible.
- That the PROMOTER/VENDOR alone shall have the right and shall be entitled to get the refund of various securities deposited with various authorities by the PROMOTER/VENDOR during or after the construction of the said Building.
- That the VENDEE hereby covenants and agrees to keep and maintain the said Apartment periphery walls and partition walls, sewers, drains and pipes appurtenances thereto or belonging thereto in the same good tenantable state, order and condition in which it has been delivered to the VENDEE and in particular so as to support, shelter and protect the parts of the building.

- That the PROMOTER/VENDOR and the VENDEE have agreed that **M/s** **having its office at** **.....** (hereinafter referred to as “Maintenance Agency”) shall manage, upkeep the building and maintain the water supply, lifts, fire-fighting equipments, common allied services & security in the building on permanent basis. The Maintenance Agency shall render the services in terms of and as per the conditions and obligations mentioned in the Tripartite Maintenance Agreement, which is being executed separately between PROMOTER/VENDOR, VENDEE and the Maintenance Agency. The maintenance of the building and allied services in the building are necessary for the enjoyment of all the occupants.
- The VENDEE further agrees to pay Maintenance Charges as decided by Maintenance Agency from time to time for the services and meeting expenses relating to replacement of capital equipments such as lifts, fire-fighting/detection/ protection equipments, pump sets, water mains, electric cables, stand-by generator etc. as and when these become unserviceable. However, the discretion as to when these equipments shall be replaced/repared will rest entirely with the Maintenance Agency. Non-Payment of any of the charges within the specified time shall also dish-entitle the VENDEE to the enjoyment of common services including lifts, water supply and recharge of electric etc.
- The VENDEE(s) further agrees that he/she/they will take care of the maintenance and repairing of the individual Apartment including blocking of drains in a toilet, leakage of drains, taps, water pipes etc. it also includes repairing of balconies and chajjas, as it is an integral part of the Apartment and such repairing shall be attended by the VENDEE/ Occupant at his/her/their own expenses. The VENDEE/Occupant shall also be responsible to the safety of his fixtures and fittings in the Apartment and in no circumstance Maintenance Agency shall be held responsible if any unwanted incident occurs in future due to negligence of the VENDEE(s).
- The VENDEE consents that he/she/they will have to allow sweepers/maintenance staff to enter in the said Building or duct etc. for cleaning, maintaining, repairing of the pipes, leakage, seepage in the said Apartment or said Building.

- That the VENDEE is aware of the fact that the PROMOTER/VENDOR is selling or would sell apartment/space to other persons and the VENDEE would have no objection to that and the PROMOTER/VENDOR being owner of the said Building shall have discretion to allot the basement and stilt floor to other persons by entering into appropriate agreement/arrangement.
- That the VENDEE shall not raise any construction temporary or permanent in or upon the said Apartment and shall not make any alteration or addition or subdivision or amalgamation in the said Apartment. The VENDEE may undertake minor internal alterations in his/her/their apartment only with the prior written approval of the PROMOTER/VENDOR or Maintenance Agency. That the VENDEE shall not demolish or cause to be demolished any structure of the Said Apartment or any portion thereof in view of the structural safety of the building.
- That the VENDEE(S) has inspected all the promised facilities and amenities to be provided by the PROMOTER/VENDOR in the said buildings/complex and is/are satisfied. Further, it has been agreed between the PROMOTER/VENDOR and VENDEE that no other facilities and amenities are required.
- That the VENDEE shall not cause any harm or damage to the Building, its peripheral walls and shall not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and also shall not carry out any change in the exterior elevation and design, by causing any addition or alteration, of the said Building. Any such act shall be treated as default and the same shall attract disconnection of common services and facilities. However, VENDEE(s) is entitled to carry out the repair work of the balconies or chajjas at his/her/their own expenses.
- That the VENDEE shall use the Apartment or permit the same to be used for the residential purpose only further he/she/they shall not use the space for any illegal or immoral purpose.
- The VENDEE shall not undertake closing of verandahs, lounges, balconies, common corridors and even if particular floor/floors are occupied by the same party.

- That the structure of the said Building along with lifts, pump house, generators and other common facilities etc., shall be got insured by the PROMOTER/VENDOR or Maintenance Agency against fire, earthquake etc. on behalf of all the occupiers / owners of the Apartments. That the VENDEE shall pay the proportionate charges separately as calculated on pro rata basis to the PROMOTER/VENDOR / Maintenance Agency. That the VENDEE shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. That the said insurance shall not include the material/contents inside the said Apartment and the VENDEE may get the same insured separately at its own cost and expense.
- In the event of accrual of any claim as a result of fire or earthquake or any other extraneous perils as aforesaid for which insurance has been taken by the PROMOTER/VENDOR/Maintenance Agency, the VENDEE hereby authorises the PROMOTER/VENDOR/Maintenance Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the VENDEE.
- That the Vendee(s) agree(s) that in case the said Apartment is transferred/ sold/ let-out/ mortgaged etc. to any other person(s) or body corporate, a No Objection Certificate (NOC) for clearance of maintenance dues/ any other dues from the nominee of the Vendor or existing maintenance provider at that time is required for the aforesaid transfer/ sale/ lease/ license/ mortgage etc. of the said Apartment.

If the sale/transfer of ownership/ lease/ license/ mortgage etc. of the said Apartment is effected without the said NOC then all the dues shall be payable by the new Owner as per the terms and conditions mentioned in the separate Maintenance Agreement reference of which has been given here also.

- That the PROMOTER/VENDOR shall get single point electric connection for the said Building from UPPCL (Uttar Pradesh Power Corporation Limited) and the same will be distributed through separate meters to the Apartments, owners/ occupants through prepaid system and for the same a separate agreement is being executed between the PROMOTER/VENDOR and VENDEE. All expenses regarding electric meter and other charge if any will be borne by the VENDEE.
- That the VENDEE shall abide by all the terms & conditions of this Sale Deed and rules & obligations framed by the PROMOTER/VENDOR or Maintenance Agency including all laws, bye-laws, rules & regulations stipulated by Ghaziabad Development Authority and/or the Municipal, Local and other Government or Statutory Bodies. That the VENDEE shall be responsible for and shall keep the

PROMOTER/VENDOR and owners / occupiers of other apartments in the said Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

- That in case of any natural calamity or any other adverse situation of any kind or Act of God, the PROMOTER/VENDOR or Maintenance Agency shall be in no way responsible for all or any of the losses / damages of any kind. The VENDEE(s) shall however be entitled to get its/their proportionate share in the land/plot and reconstruct/repair the same at its/their own cost.
- That the logo, layouts, elevations and the name of the said Complex shall remain the intellectual property of the PROMOTER/VENDOR at all times and the PROMOTER/ VENDOR shall not be under any obligation to part with/share the same with the VENDEE or their Association/Body under any circumstances. That the VENDEE or their Association/Body shall not have any right whatsoever to effect, alter or modify such intellectual rights of the PROMOTER/VENDOR at any point of time.
- That all the expenses of this Sale Deed viz. Stamp Duty, Registration Charges and other applicable charges shall be borne and paid by the VENDEE.

IN WITNESS WHEREOF THE PROMOTER/VENDOR as well as the VENDEE herein have hereunder signed on the day, month and year first above mentioned.

Signed, Sealed and Delivered By **the PROMOTER/VENDOR**

M/S

Signed, **By the VENDEE**

(Authorized Signatory)

WITNESSES :-

1-

2-