

SALE DEED

Sale Deed for Rs.

Stamp Duty Paid Rs.

This Sale deed is made and executed at Moradabad on this **day of August 20.....**

BY

AKASH RESIDENCY, (PAN NO. ABAFA4728N) is a partnership firm having its registered office at Compound Chadha Palace, Prince Road, Moradabad (U P) **through its partners :**

CHADHA BRASS LIMITED (PAN No. AAACC5085E), a company incorporated under the Companies Act, 1956 having Registered Office at, Moradabad-244001 Uttar Pradesh, through its Director Inderjeet Singh Chadha s/o S. Harbhajan Singh Chadha R/o 455, Civil Lines, Moradabad who has been authorized vide resolution passed in the meeting of Board of Directors of the company held on and said resolution is valid on the date of signing of this sale deed

AND

SHAIL INFRATECH LIMITED, (PAN NO. AAUCS1515M) a company incorporated under the Companies Act, 1956 having Registered Office at M.I.G A-138, Ramganga Vihar Phase 1st Moradabad 244001 (Uttar Pradesh) through its Director Mahesh Chandra Agarwal s/o Late Sh. Rajendra Prasad R/o B-17-18 Madhur Green Villas, Ramganga Vihar Phase 2nd, Moradabad who has been authorized vide resolution passed in the meeting of Board of Directors of the company held on and said resolution is valid on the date of signing of this sale deed

(hereinafter referred to as the **VENDOR**, (which expression shall include unless repugnant to the context their successors and assignees), of the First part.

IN FAVOUR OF

MR. **s/o.....** **R/o** (here in after referred to as the Vendee which expression shall where the context so admits, include her successors in interest, successors in office, legal representatives, administrators and assigns etc.) of the other part.

WHEREAS, M/s **CHADHA BRASS Limited**, a company incorporated under the Companies Act, 1956 having Registered Office at, Moradabad-244001 Uttar Pradesh, through its Director Inderjeet Singh Chadha s/o S. Harbhajan Singh Chadha R/o 455, Civil Lines, Moradabad is the absolute owner of land measuring 12757.52 Sq. Mts. revenue Village Harthala situated at Adarsh Colony, Near 23 Btn, PAC, Moradabad (Uttar Pradesh) the details of purchase whereof are as under-

- A- Land measuring 17000.00 sq. meters revenue Village Harthala situated at Adarsh Colony, Near 23 Btn, PAC, Moradabad (U P) purchased in the name of **Chadha Brass Ltd** through its Managing Director on 23.08.1997 registered in B. No.1 V. No. 2085 on pages 389 to 556 at S. No. 5713 in the office of S. R. Moradabad on 31.07.1998 from Uttar Pradesh Brass Ware Corporation Ltd. [12420.02 sq mtr land use for the above project]
- B- Land measuring 112.50 sq. meters situated at H No.15 Madhubani Colony, Kanth Road, Moradabad purchased from in the name of **Chadha Brass Ltd** through its Managing Director on 04.02.1999 registered in B. No.1 V. No. 2537 on pages 43 to 52 at S. No. 1865 in the office of S. R. Moradabad on 20.03.1999 from Moradabad Development Authority , Moradabad.
- C- Land measuring 112.50 sq. meters situated at H No.26 Madhubani Colony, Kanth Road, Moradabad purchased in the name of **Chadha Brass Ltd** through its Managing Director on 19.07.2017 registered in B. No.1 V. No. 11035 on pages 289 to 308 at S. No. 4252 in the office of S. R. Moradabad on 19.07.2017 from Gurjeet Singh Chadha S/o S. Harbhajan Singh Chadha
- D- Land measuring 112.50 sq. meters situated at H No.25 Madhubani Colony, Kanth Road, Moradabad purchased in the name of **Chadha Brass Ltd** through its Managing Director on 19.07.2017 registered in B. No.1 V. No. 11035 on pages 337 to 358 at S. No. 4254 in the office of S. R. Moradabad on 19.07.2017 from Inderjeet Singh Chadha S/o S. Harbhajan Singh Chadha.

AND WHEREAS the above mentioned **CHADHA BRASS LIMITED** is agreed to bring its land as mentioned above, in common hotchpotch of the firm and further agreed to use this land for construction of multistory residential complex to be known as “AKASH RESIDENCY”.

AND WHEREAS the above mentioned **CHADHA BRASS LIMITED and SHAIL INFRATECH LIMITED**, partners of the said firm developed the above mentioned entire land jointly, And whereas both the above mentioned companies executed a partnership firm on 05.08.2014 in the name and style of M/s **Akash Residency**, having its registered office at Compound Chadha Palace, Prince Road, Moradabad (U P)

WHEREAS the Vendor/s has obtained licenses/approvals from Moradabad Development Authority (hereinafter referred to as MDA) vide approval no. BF/C/VC/90/2014-15 dated 13-01-2015 & further approval no. BF/C/VC/90/2014-15 Dated 01-05-2017 and other Government Authorities for the promotion and development of a Multistoried Residential Complex to be known as “**AKASH RESIDENCY**” Moradabad (U.P.).

AND WHEREAS the above mentioned **CHADHA BRASS LIMITED and SHAIL INFRATECH LIMITED** through their resolutions passed in their Board meetings held on and fully authorized to to deal/receiving Cash/Cheques/DD/Sale/execute the sale deeds etc for above mentioned project known as “**AKASH RESIDENCY**”, Moradabad (U.P.).

AND WHEREAS the vendor/s, at the request of the Vendee, had allotted **Flat No. on the Floor in Tower no. “.....”** without roof tentatively measuring **Carpet Area sq. meters equivalent to sq feet approx. and the built-up area sq feet** plus proportionate area under the passages, verandah, walls, stair case, mumtey, lift area, lobby etc which come to sq feet super area for consideration of the sum of **Rs. (Rs. Only)** already paid by the Vendee to the Vendor, the receipt of which entire sum of **Rs. (Rs. Only)** the Vendor do hereby admit.

AND WHEREAS the aforesaid entire consideration of **Rs. (Rs. Only)** has been paid by the Vendee to the Vendor, the Vendee has desired the vendor to execute the Conveyance Deed of ownership right in respect of the said Flat to which the Vendor has agreed.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:-

1. That pursuant to the terms of allotment and in consideration for a total sum of of **Rs. (Rs. Only)** paid by the Vendee to the vendor before execution of this Sale Deed, the receipt of which sum the Vendor does hereby acknowledge. The Vendor does hereby sell transfer and convey to the Vendee the ownership rights of the **Flat No. on the Floor in Tower no. “.....”** without roof measuring **Carpet Area sq. meters equivalent to Sq. feet. approx.** in the building known as “**AKASH RESIDENCY**” Moradabad (U.P.) revenue Village Harthala situated at Adarsh Colony, Near 23 Btn, PAC, Moradabad, Teh. & Distt. Moradabad, (U.P.) (hereinafter referred to as “Multistoried Residential Complex”), including proportionate undivided interest in the said Property along with all types of Easementary rights, privileges appetencies

used and enjoyed along with and as part of the said Flat more particularly described in Schedule I hereunder TO HAVE, HOLD AND ENJOY the same as absolute owner thereof without any let or hindrance of any kind or description whatsoever.

2. That the vendor has already handed over vacant physical possession of the said Flat to the Vendee and the Vendee is entitled to hold use and enjoy the said Flat in any manner the Vendee may like as absolute owner thereof. The Vendee shall not have any rights in the roof or any other areas of the Building other than common areas.
3. That upon taking possession of the flat, the Vendee shall have no claim against the Vendor as to work quality, any item of work materials, installations, etc in the said flat on any ground whatsoever.
4. That the Vendor has assured the Vendee that the said Flat is free from all sorts of encumbrances, charges, liens, mortgage, court attachment and that it is also free from any disputes, litigations and that the Vendor has subsisting right title and interest in respect of the said Flat. In case it is proved otherwise the vendor shall be responsible to rectify the defect at the cost of the Vendor.
5. That the open terrace on the roofs, parapet walls, stilt floor, Swimming pool, commercial space etc. and all basement shall be the property of Vendor and the Vendor shall be entitled to use them for any purpose whatsoever. Any flat owner or association of flat owners shall not have right of any nature in respect of the above said space and they will not be allowed any type of encroachment/construction on the above said areas.

6. That the club facilities are allowed inside the complex only for the Vendee who has booked the membership as per terms & conditions of the Vendor. No outside party or person shall be allowed to use the club facilities in any case.
7. That no Car/vehicle parking is allowed inside the complex except of those Vendees who have reserved the car parking space. Only one scooter/two wheeler of vendee is allowed for parking inside the complex.
8. That the Vendor shall be entitled to obtain the refund, if any, of various securities & taxes deposited by him during or before construction of "AKASH RESIDENCY" with various Govt./Local Authorities for electric, water & sewer connection etc and the vendee or any association of flat owners shall have no claim, interest or right of nature whatsoever in respect of such refunds.
9. That the vendee consents to allow sweepers/maintenance staff to enter in his flat/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/sewage in his flat or any part thereof.
10. That the vendee consents that he will make good/bear the expense for repairing the toilets/bathrooms/any other part of the flat of any other flat owner in the said complex and painting thereof for the damage due to Vendee's negligence or willful act.
11. That the contents of each flat along with connected structural part of the building shall be got insured by the Vendee at his own cost against fire, earthquake or risk of any other nature. The Vendor hereof after handing over the possession of the particular flat shall in no way be responsible for safety, stability etc. of said flat due to such reason. Further, the Vendee shall at all time keep the Vendor or any third party indemnified against any loss which the Vendor or any third party may sustain due to rash or negligent act of the Vendee.
12. That Neither the Vendee nor occupier of the flat will put signboard, publicity or advertisement material outside his flat or in the common areas without prior permission of the Vendor or maintenance agency as the case may be.
13. That the Vendee shall have the right to sell or rent the flat to any person without causing any problem or nuisance to the Vendor or other flat owners or to any third party in the complex. All conditions of the said sale deed are binding upon the subsequent purchaser/successor of the flat.

14. That the Vendee covenants with the Vendor to use the said Flat strictly for Residential Purpose and that the Vendee shall always abide by the rules and regulation of MDA and or any other Government or local authorities relating of the said Flat. That the Vendee shall not add any material structure without prior permission of the MDA/Vendor/maintenance agency as the case may be.
15. That the Vendee shall be responsible to pay all levies, charges, taxes/House tax & water tax including property tax on the said Flat as may be imposed by the concerned authorities with effect from the date of Executed Sale Deed of the Flat or from the date those are made applicable by the authorities whichever may be later.
16. That the Vendee shall neither use nor permit to use the said Flat for any public or religious purposes, nor shall the Vendee make or cause to be done any such act in the said Flat or any part thereof, which might cause any kind of offence, annoyance or damage to the other Vendees and occupiers of other Flats in the building.
17. That the Vendee has further agreed that he will not cause damage or nuisance in the Flat or the building in any manner whatsoever. The Flat shall be used for such activities as are permissible under the law.
18. That the Vendee shall not encroach upon any common area nor shall the Vendee cause any type of obstruction and blockade of any pathways, stair-cases, landing of stair-cases or any other portion of the property/building in any manner whatsoever.
19. That it has been agreed between the Vendor and the Vendee that save and except in respect of the particular flat hereby acquired by the vendee, the 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, staircases, corridors etc. The common area and roads shall remain undivided and no Vendee or any other person shall bring any action for partition or division of any part thereof.
20. That the Vendee shall not undertake closing of verandahs, lounges, balconies, and even if the entire floor occupied by the same party. The Vendee shall not make any alteration in any elevation, outside colour scheme of exposed walls of the verandah, lounges or any external wall or both the faces of external doors and windows of the flat acquired by him which in the opinion of the Vendor differs from the colour scheme of the complex.

21. That the vendor has reserved to itself the right to raise any further or additional construction in the said Multistoried Residential Complex without reducing or increasing the area of the Flat under sale to which the vendee consents and shall have no objection.
22. (a) That the maintenance, upkeep and repairs of common areas and facilities of the Building shall be organized by the Vendor or its nominee. The Vendor may in its sole discretion or if required by law withdraw from the responsibility of maintenance without assigning any reasons and hand over maintenance of the building to a Co-operative Society, Body or Association of the Flat Buyers. The Vendee agrees and consents to the said arrangements.
- (b) The Vendee shall be bound to make payment of the monthly maintenance charges as may be fixed from time to time by the Vendor or its nominee or any Society, Body or Association of the Flat Buyers as the case may be depending on the maintenance costs including wages of employees. Any delay in payment of monthly maintenance charges shall render the vendee liable for payment of interest @ 24% per annum. It is clarified that non-payment of the maintenance charges within the time specified shall disentitle the vendee from the enjoyment of common services, electricity and water etc.
23. That the Vendee has paid and borne the cost of stamp duty, registration fee, documentation charges in respect of this Sale Deed executed by the Vendor in favour of the Vendee.

SCHEDULE OF THE PROPERTY WITHIN REFERRED TO –

Flat No. on the Floor in Tower no. “.....” Without roof tentatively measuring **Carpet Area sq. meters equivalent to Sq. ft. approx.** built up at **“AKASH RESIDENCY”** Moradabad (U.P.) at revenue Village Harthala situated at Adarsh Colony, Near 23 Btn, PAC, Moradabad, Teh. & Distt. Moradabad, (U.P.).

East :
West :
North :
South :

DETAIL OF PAYMENT

Detail of Payment:- Rs. as Rs.

.....
.....By before the Registration of Sale Deed.

IN FAITH AND TESTIMONY WHERE OF the parties hereto have set and subscribed their respective hands unto these present at Moradabad on the day, month and year first above written.

AKASH RESIDENCY

Through its authorized signatory

WITNESSES

(.....)
VENDOR

(.....)
(VENDEE/S)

Drafted & Photo Attested byAdvocate
Typed by-