

SALE DEED

This **Sale Deed** is made at Bareilly on this the ... day of, 2018

BETWEEN

M/S Mega Infracity Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at C-2, Megacity, Sanjay Nagar Bye Pass Road, Bareilly (U.P.), through its authorized signatory Mr....., son of, resident of, authorized vide resolution dated, adopted by its Board of Directors, on the First Part

AND

....., s/O, Resident of, hereinafter referred to as **PURCHASER**, which term unless repugnant to the context or otherwise shall mean and include her legal heirs, administrators of her estate, executors, successors and assigns of the Second Part.

The recitals, schedules and annexure in and to these presents form an integral part thereof, and in the interpretation of these presents and matters relating to this deed, these shall be read and construed in their entirety.

WHEREAS the Sellers are the owners and lawful titleholders and in possession of plots of land in Phase-III admeasuring 10723.63 Sq. mts of, comprised in Khasra No. 140, 141, 143, 144, 145, 146, 147 and parts of Khasra Nos. 142, 148, 149, 150 in Village- Saidpur Hawkins, Sagbari Bagh, Mini Bye-pass, Bareilly (U.P.), better and more fully described in the Schedule A of property, hereinafter referred to as the '**Larger Property**'.

AND WHEREAS the Sellers conceived a project over their plots of lands admeasuring 10723.63 Sq. Mts, comprised in the Larger Property and develop and construct a group housing complex namely Mega Dream Homes, Phase-III, comprising of several residential apartments on the aforesaid larger property (hereinafter referred to as the said 'Complex') after having the building plans prepared and sanctioned from Bareilly Development Authority, Bareilly vide its Building Permit No. 192/02/LO/15 dtd. 16.04.2016

AND WHEREAS the Purchaser herein had made an application for allotment of the Residential Apartment No on Floor admeasuring an approximate carpet area of Sq. mts in the complex , better described in Schedule B of this deed and hereinafter referred to as the said 'Residential Apartment.

Upon the payment of the entire sale consideration of Rs..... by the Purchaser as per the installment of Payments mentioned in the Schedule of Payments in this deed, the possession of the said Residential Apartment has been transferred to the PURCHASER by the Sellers on

The SELLERS, relying on the confirmations, representations and assurances of the PURCHASER to faithfully abide by all the terms, conditions and stipulations

contained in Agreement to Sell has accepted in good faith to sell the said Residential Apartment.

AND WHEREAS the PURCHASER has also agreed to bear cost of stamp duty, registration to get the Sale deed of the Residential Apartment in favour of PURCHASER.

AND WHEREAS the SELLERS is now desirous of conveying the said Residential Apartment unto the PURCHASER.

And whereas the PURCHASER had agreed to purchase, acquire and possess the same from the SELLERS on the basis of certain declaration, statements, assurance, facts, made by the SELLERS and any other facts/defect, material/immaterial relating to or connected with the said property which the SELLERS is bound to disclose to the PURCHASER and which former is and latter PURCHASER is not aware and which the latter could not with ordinary case, discover. PURCHASER has placed reliance on the truth of all such statements, declarations, assurances etc., made by the SELLERS and has agreed to purchase on the following terms and conditions.

NOW THEREFORE THIS DEED WITNESSETH: -

1. In accordance with the terms and conditions set out in this Sale Deed, mutually agreed upon by and between the parties, the SELLERS hereby agree to sell, grant, convey, transfer and assign all his rights, titles and interests in the Residential Apartment and the PURCHASER hereby agrees to purchase the said Residential Apartment No on **Floor** admeasuring an approximate

Covered Area of Sq.Mtr. and carpet area of together with a covered parking space of sq. mts bearing Parking Space No..... along with undivided proportionate share in the land underneath the said Building in which the said Residential Apartment is located calculated in the ratio, which the saleable Carpet Area of the said Residential Apartment bears to the total saleable Carpet Area of all the Residential Apartment in the said building for a total sale consideration of Rs...../- (**Rupee only**), in the said building.

2. The purchaser has paid the entire sale consideration of Rs..... To the Sellers as per the installment of Payments mentioned in the Schedule of Payments in this deed and the possession of the said Residential Apartment has been transferred to the PURCHASER by the Sellers on
3. It is agreed between SELLERS and the PURCHASER that the sale price of the Residential Apartment had been calculated on the basis of its Carpet Area. The areas of balconies/open area/refuge area, if allotted to the PURCHASER are free of cost, for restricted use as advised by Bareilly Development Authority and other Govt. agencies. The PURCHASER will have no right to claim the ownership of the same under this sale deed. The same will be provided to the PURCHASER subject to convenience of the Sellers.
4. The PURCHASER shall also have an undivided proportionate interest in the common areas and facilities within/outside the said complex only. As the 'interest of PURCHASER in the common areas and facilities is undivided and cannot be separated, this would require it to use the common areas and facilities within the said Building only harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to them.

Further it is clearly understood and agreed upon by the PURCHASER that, the right of the PURCHASER to use the common areas and facilities within the said building only shall always be subject to the timely payment of Operation/Maintenance Charges. It is further made abundantly clear and the PURCHASER has understood that it shall be entitled to an undivided proportionate share in no other common areas and facilities except the common areas and facilities within the said building only as listed in Annexure -II.

5. The PURCHASER hereby agrees and consented that the open (uncovered) parking provided by the Sellers on the ground floor of the Complex will be common in use by all the occupants/visitors of the Building and the same will be enjoyed by the occupants/visitors on first come first serve basis. The right to use the car parking area on the ground floor will be common in use on first come first serve basis and the possession of this parking area will remain with the Sellers till the same is handed over to the duly constituted Resident Welfare Association/ Maintenance Agency. It shall be sole responsibility and risk of the owner of the vehicle to park the car in the open parking space on ground floor of the Building.
6. The PURCHASER shall also be entitled to use only, the generally common areas and facilities within the said Complex of land limited to and precisely listed in Annexure-II which may be outside the land underneath the said Building earmarked as generally commonly used areas & facilities by all the occupants/users on the said Complex.
7. That now, the SELLERS has been left with no right, title, interest claim or concern of any nature with the said Residential Apartment and the

PURCHASER has become the absolute owner of the said apartment with full right to use, sell, enjoy in any manner whatsoever and transfer the said Residential Apartment as absolute owner without any objection/ hindrances by the SELLERS but subject to the terms as detailed out in the present sale deed.

8. That the SELLERS assure the PURCHASER that the said Residential Apartment is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, attachment in the decree of any court, lien, court injunction, lease agreement etc.
9. That the PURCHASER shall pay necessary charges for maintaining and up keeping the property and providing the various services as determined by the Sellers or its nominated agency and as and when demanded by the Maintenance Agency. In this regard, the PURCHASER has already entered into a Maintenance Agreement with M/S, the nominated Maintenance Agency of the Sellers and the copy of the same is earmarked as Annexure III to this deed. The PURCHASER shall be responsible for timely payment of maintenance charges, which shall be fixed by the said Maintenance Agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there shall be a contribution to the Replacement/Sinking Fund, Insurance Charges on pro-rata basis in respect of Building and maintenance as is detailed in the Maintenance Agreement. The Maintenance Agency reserve the right to increase the maintenance charges from time to time in keeping with the increase in the cost of maintenance services and the PURCHASER agrees to pay such increases within such time as may be stipulated by the Maintenance Agency.

10. The total operation/maintenance charges will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. The estimate of the maintenance agency shall be final and binding on the PURCHASER. The maintenance charges shall be payable by the PURCHASER on quarterly basis (on advance basis) to the maintenance agency, from the date of execution of this sale deed and which shall be adjusted against the actual audited expenses as determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The PURCHASER further agrees and confirms that the total maintenance charges payable for the said Residential Apartment are exclusive of all taxes, duties, VAT, works contract tax, surcharge, service tax and education cess, etc. which will be charged extra as per actual.
11. The maintenance agency has taken permission from Madhyanchal Vidyut Vitran Nigam Limited to receive and distribute bulk supply of electrical energy in the said Complex. The expenditure on independent feeder, appropriate capacity substation etc. has been paid by the Sellers and Purchaser hereby undertakes to pay on demand to the Transferor proportionate share as determined by the Maintenance Agency of all the deposits and the charges like fixed connection charges, advance consumption charges, deposit to Madhyanchal Vidyut Vitran Nigam. The SELLERS confirms that electric wiring shall be provided till the said apartment, whereas internal electric fitting has to be done by the PURCHASER himself at his own cost. The SELLERS/Maintenance Agency shall provide the sanctioned load in terms of electric gazette. Fire Fighting equipment which is required inside the said Apartment or which may be required

on account of any interior decoration shall be installed by the PURCHASER itself at its own cost.

12. The SELLERS or its nominated maintenance agency will provide water connection in the building either by way of corporation connection or by tube well. If the PURCHASER wants to have individual connection in their respective apartment then the no objection shall be given by the SELLERS or its nominated maintenance agency. In case where no separate meters are provided or feasible, the PURCHASER agrees to pay to The SELLERS or its nominated maintenance agency his share of such charges as may be apportioned by The SELLERS or its nominated maintenance agency. The SELLERS or its nominated maintenance agency while deciding such charges will take into the consideration the total consumption of Electricity or water whatever the case may be consumed by the PURCHASER. The bill for such charges will be raised by the SELLERS or its nominated maintenance agency on monthly basis and will be payable within 10 days from the demand or in case of delay the same will carry the bank rate interest on the amount payable.

13. The building will have Power backup for Residential Apartment, provision will be made for 1 KVA per apartment. No additional load will be given on generator and shall be in addition to normal power backup for the common areas and the common services within the said building Maintenance charges towards power backup will be charged extra, as applicable from the date of offer of the possession.

14. That as and when any Plant & Machinery within the said complex as the case may be, including but not limited to lifts, D.G. Sets, pumps, fire-fighting

equipment or any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by the PURCHASER on pro-rata basis. The Maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including cost thereof. The PURCHASER shall accordingly pay its share to the maintenance agency.

15. That any charges demanded by any local body towards property tax or any taxes, levies or betterment charges/any charges till the date of execution of the this deed shall be borne by the SELLERS and thereafter it shall be paid by the PURCHASER. Such charges shall be payable immediately on demand to the SELLERS or its nominated agency, and will be levied and demanded on a pro-rata basis till the time assessment of the property tax is not separately made by the concerned local body. The PURCHASER shall pay the proportionate share of the property tax on the basis of the area of the said apartment or the annual rental value (notional/actual) as the case may be.
16. The PURCHASER shall not close verandahs or lounges or balconies or common passages or common corridors even if particular floor/floors are occupied by the same party. The PURCHASER shall also not carry any alteration in any elevations and outside color scheme of the exposed walls of the verandah, lounges or any external walls, or both the faces, external doors and windows of the Residential Apartment acquired by him.
17. The PURCHASER shall, after taking the physical possession of the Residential Apartment be solely responsible to maintain the said Residential Apartment at his/her own cost, in a good condition and shall not do or suffer to be done

anything in or to the said building, or the said Residential Apartment, or the staircases, common passages, corridors or the compound which may be in violation of any Laws or rules of any Authority or change or alter or make additions to the said Residential Apartment and keep the said Residential Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Building or pertaining to the said Building in which the said Residential Apartment is located, is not in any way damaged or jeopardized.

18. That all notices to be served on the PURCHASER and the SELLERS or its nominated Maintenance Agency as contemplated by this Sale Deed shall be deemed to have been duly served if sent to the PURCHASER or the SELLERS or its nominated Maintenance Agency by Registered Post/Speed Post at their respective addresses specified in the sale deed. It shall be the duty of the PURCHASER to inform the SELLERS or its nominated Maintenance Agency of any change subsequent to the execution of this Sale Deed in the above address by Registered post/Speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the PURCHASER, whether the same are returned undelivered or refused delivery by the PURCHASER.

19. That all the expenses of this sale deed viz. stamp duty, registration charges, etc. have been borne by the aforesaid PURCHASER.

20. The Complex in which the Residential Apartment is located is subject to the provisions of Real Estate (Regulation & Development) Act, 2016 and other

related laws for the time being in force. The Common areas and facilities and the undivided interest of each Residential Apartment owner in the common areas and facilities as specified by the SELLERS in the declaration which has been/ may be filed by the SELLERS in compliance of Real Estate (Regulation & Development) Act, 2016 or any other applicable law shall be conclusive and binding upon the Residential Apartment owners and the PURCHASER agrees and confirms that His/her right, title and interest in the said Residential Apartment/said Building shall be limited to and governed by what is specified by the SELLERS in the said declaration, which shall be in strict consonance with this Sale Deed.

21. The terms "herein", "hereto", "hereunder", "hereof" or "thereof" or similar terms used in this Sale deed refer to this entire sale deed and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this sale deed. Further wherever the words "foot print of the 'said Building'" occurs in this sale deed it shall refer to and mean "the precise land underneath the said Building".
22. Excluding the disputes which can be entertained by the Adjudicating Authority appointed under the provisions of Real Estate (Regulation & Development) Act, 2016 , all other disputes arising out of or touching upon or in relation to the terms of this sale deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled through mutual discussions failing which the same shall be settled through arbitration by a Sole Arbitrator who shall be appointed by the SELLERS and whose decision shall be final and binding upon the parties. The arbitration

proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Bareilly.

23. Without prejudice to this arbitration clause as here above, the Courts at Bareilly shall have sole and exclusive jurisdiction in all matters of dispute arising out of or touching and/or covering this deed.

SCHEDULE A
(Schedule of the Larger Property)

All that piece and parcel of land comprised in Plot No....., plot No....., Plot and Plot No....., situated in, Tehsil- Bareilly, Distt- Bareilly along with all building having a total built up area of Sq. mtrs constructed up to floors including the basement floor, constructed there upon. The land is bounded by and on

East:

West:

North:

South:

SCHEDULE B

(Schedule of the Residential Apartment)

All the rights, titled and interest of the SELLERS into and upon RESIDENTIAL APARTMENT No on Floor (hereinafter referred to as the said admeasuring as approximate Covered area Sq. Mtr and carpet Area Sq. Mtr. in the said Complex, situated at are as per the floor plan enclosed showing the Residential Apartment in yellow colour and marked as **Annexure-I**

SCHEDULE OF PAYMENT

<u>S.No</u>	<u>Particulars</u>	<u>Rs.</u>
:		
1		
2		
3		
4		
5		

IN WITNESS WHEREOFF the said SELLERS acting through their Attorney Mr. authorized have set their hands at these present at Delhi on the day, month and year first above written.

Witnesses:-

1.

SELLER

PURCHASER

ANNEXURE-I

..... FLOOR PLAN

ANNEXURE-II

LIST OF GENERAL COMMON AREAS & FACILITIES

PART A

Common Spaces and Circulation spaces

- Passages, Corridors, Including Lighting and Other/Fire fighting Equipments Thereof.
- Common Staircases, Staircase Lobbies.
- Lifts and Lift Lobbies.

PART B

Service Facilities are Areas

- Underground Water tanks and Pump rooms
- Electric Transformers; High voltage (H.T.) & Low Voltage (L.T.) panels and other electrical equipment.
- Stand by Generator Room/stand by Generator.
- Diesel (or any other fuel) storage Tank/utensils.
- Building Services/Maintenance Room.
- Lift Machine Rooms.
- Overhead Water Tanks.
- Shafts for plumbing, fire services, electrical, HVAC and any other Building services.

PART C

Outside the Building

- Landscaped/Hardscaped/Driveway areas including lighting & services etc.
- Driveways including lighting and services etc.
- Fire Hydrants & Fire Brigade inlet etc.

ANNEXURE III

Copy of the Maintenance Agreement dated, executed between the Purchaser and the Maintenance Agency.