

DRAFT SALE DEED FOR RESIDENTIAL FLATS

Calculation of Stamp Duty

V Code	:	0256
Nature of Property	:	Residential Flat
Property Detail	:	Flat No. _____ on _____ Floor, Urban Royale, situated at Urban Homes, Shahpur Bamhetta, Ghaziabad, UP.
Carpet Area of the Flat	:	_____ Sq. Mtr. (_____ Sq. Ft.)
Total Built up Covered Area of the Flat	:	_____ Sq. Mtr. (_____ Sq. Ft.)
(As Per Deed of Declaration)		
Individual Parking Facility	:	Nil
Govt. Circle Rate	:	_____/- Per Sq. Mtr.
(Land + Construction)		
Rebate as Per Floor	:	_____ %
Maximum % age for increase in Circle Rate for Other Facilities other than Parking Facility (As Per Circle Rate List)	:	_____ %
Value of Flat (According to the Present Govt. Circle Rate)	:	Rs. _____
Sale Consideration	:	Rs. _____
Stamp Duty	:	Rs. _____

The Vendee has paid the requisite Stamp Duty on the Sale Consideration or Circle Rate Valuation, whichever is higher.

SALE DEED

STAMP DUTY @ 7% AS PER NOTIFICATION ORDER NO.S.V.K.N.-5-2756/11-2008-500(1165)/2007, LUCKNOW DT. 30.06.2018 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG-5.

THIS SALE DEED is executed at Ghaziabad on this _____ day of _____, _____ between :

M/s Shubhhomes Realcon Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092 through its Authorized Signatory, Mr. _____ S/o _____ (hereinafter referred to as the **“VENDOR”** or the **“FIRST PARTY”**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) (**PAN OF VENDOR/FIRST PARTY : AABCE7746B**).

AND

Shri _____ S/W/D of Shri _____ Resident of _____, (Hereinafter referred to as the **“VENDEE”** or the **“SECOND PARTY”**), which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his/her/their heirs, executors, permitted assignees, administrators, legal representatives, nominees and successors etc.) (**PAN OF VENDEE/SECOND PARTY : _____**).

Whereas the Vendor is the owner and in possession of freehold proportionate land admeasuring _____ Sq. Mtr. constituting Urban Royale, here-in-after referred to as “Said Phase” falling in part of Khasra Nos. 2243, 2244, 2246, 2380, 2381, 2382, 2383, 2384, 2385, 2388, 2396, 2399, 2400, 2401, 2402, 2403 and 2406 situated at Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP, vide deed no. 3481 dated 09-05-2014 and 3535 dated 12-05-2014, both registered in the office of Sub Registrar-1, Ghaziabad, UP here-in-after referred to as “Said Land”. The above mentioned Urban Royale is part of the Group Housing Project called “Urban Homes”.

The Said Land is bounded as under :

NORTH	:	Other Property
EAST	:	Open Court
WEST	:	Other Property
SOUTH	:	Other Property

(Here-in-after referred to as the “Said Plot”).

AND WHEREAS, the First Party has developed Urban Royale/Said Phase of the Group Housing Project, named, Urban Homes (here-in-after referred to as "Urban Royale") situated at undivided proportionate land admeasuring _____ Sq. Mtr. The above said

phase is comprising of various Residential Units and Commercial Kiosks. The Said Phase has been developed after the sanction of building plans approved by the Ghaziabad Development Authority. The Said Phase of Urban Homes consists of **Block-J & L & Commercial Kiosks** as per Registration done with Uttar Pradesh RERA Authority vide Regn. No. _____. The Group Housing Project is being developed in various phases and the VENDOR has been granted completion certificate in respect of the Said Phase vide letter bearing no. _____ dated _____ issued by the Ghaziabad Development Authority.

AND WHEREAS, the VENDOR has right to allot to its applicants/allottees, the flats in the abovesaid phase of the Group Housing Project, including undivided proportionate share underneath the building/tower in the Group Housing Project land, common areas and facilities, appurtenant to the flat on such terms, as decided between the VENDOR and the Vendee.

AND WHEREAS, the Vendee had applied for allotment of a Flat and on the faith of the statements and representations made by the Vendee at various stages, the VENDOR had allotted the Unit described herein to the Vendee and has received consideration mentioned herein and shall deliver possession of the Flat bearing No. _____ on _____ floor in Tower/Block _____ of the Said Phase to the Vendee simultaneously with the execution of this Sale Deed. The Vendee will also observe covenants, terms and conditions, as prescribed by the competent authority and laid down in the Agreement for Sale dated _____ executed between the VENDOR and the VENDEE.

AND WHEREAS, the Vendee has carried out independent inspection of the Building plans and Tower in which the Said Flat is situated, and has also satisfied himself/herself as to the soundness of structure and construction thereof as well as conditions and descriptions of all specifications provided therein. The VENDEE has also inspected the common areas, amenities and passages, appurtenant to the Said Flat and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the said Group Housing Project and agreed to take over the possession of his/her apartment and enter into the present Sale Deed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In consideration of the amount of Rs. _____/- (**Rs. _____ Only**), paid by the Vendee to the VENDOR, the receipt of which the VENDOR hereby acknowledges, the VENDOR do hereby sells, transfers and conveys to the Vendee, the abovesaid Flat bearing No. ____/UH-_____ having Carpet Area of _____ Sq. Mtr. (_____ Sq. Ft.) (as per definition provided under RERA Act) on _____ Floor in **Tower/Block** _____ in the Said Phase of the Project/Group Housing Project i.e. **“Urban Royale”** developed by the VENDOR on the above said land (hereinafter referred to as the “Said Flat” or the “Said Apartment”) on the following terms and conditions :

1. That, the VENDEE shall pay all requisite charges including but not limited to property tax, other prevailing taxes, charges, levies, bills and impositions as and when, the same becomes due or payable in respect of the Said Flat and the land underneath directly to the concerned authorities. If the liability in respect of any of the above is fastened upon the Vendor by any authority, the same shall be proportionately payable by the Vendee.
2. That, the regular electricity, sewer, maintenance, water, power back up charges, other utility charges, maintenance/repair/replacement charges, society charges etc. shall be borne and payable from time to time by the VENDEE to the service providing agencies nominated by the VENDOR/AOA together with the applicable taxes etc. through prepaid meter system.
3. That, the VENDEE shall be responsible and liable to pay, the charges regularly to the Service Providing Agency(ies)/Government Agency(ies) for civic facilities & amenities available in and/or around the Said Flat as the case may be, from time to time. The VENDEE is aware that the said all civic facilities/amenities/services as provided by the said agencies are based upon the supply made available by the Government Agency(ies) or otherwise available at the site.
4. That, the common areas shall mean all such built up parts/areas in the entire Building(s) which the ALLOTTEE shall use by sharing with other occupants of the said building(s) including lobbies, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, fire escapes, services areas including but not limited to lift machine rooms, overhead water tanks, ESS, pump rooms, generator area etc., architectural features, if provided and security/fire control rooms.

The VENDEE shall have all the right, title and interest jointly in all common areas and facilities such as specified above including the right of ingress and egress in common areas, which shall remain the joint property of all the VENDEEs. The right of usage of the common areas and facilities is subject to the covenants herein and up to date payments of all dues including maintenance dues.

That, the ALLOTTEE shall have no right in any commercial space/convenient shops/commercial kiosks, unsold flat/area, roof/terrace of the buildings and the COMPANY shall be free to use/deal/dispose off the same on such terms and conditions as it may deem fit and proper.

That for the computation purpose, the Carpet Area of the Said Flat has been calculated as per RERA definition which is as follows :

"carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation- For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

The Vendor has clarified and Vendee has understood, accepted and satisfied in clear terms that there is 'No Change' in the dimensions/size/layout of the above said Apartment/Flat being sold under these presents and as mentioned in the corresponding Agreement for Sale except those changes which are permitted by the RERA Rules and Regulations and the same are accepted to the Allottee.

5. That, the Vendee is not allowed to have any individual parking facility alongwith the Said Flat, however the Vendor has developed Parking Areas as per the terms and conditions prescribed by the competent authority/building bye laws which the Vendee may use jointly and commonly with other Vendees but the Vendee will not be able to raise any sort of claim against the Vendor for seeking exclusive parking area for his/her own individual use.
6. That, in case of any major city level infrastructure charges (such as embankment, ring road, flyover, metro, etc. is provided by the Ghaziabad Development Authority, U.P. State Electricity Board or any other authority(ies) of the State Government/Central Government, consequent to which the Said Plot/Said Flat will be directly or indirectly benefitted) are levied on the VENDOR/AOA, the VENDEE shall pay/reimburse on demand, the proportionate charges of such infrastructure on pro-rata basis to the VENDOR/AOA, if so imposed by the competent Government Authority, as and when called upon by the VENDOR/AOA.
7. That, if due to any subsequent change in legislation/Government orders/ Notifications, directives, guidelines, Building byelaws or change/amendments, any additional measures or any other facilities/equipments/machinery are required to be installed, undertaken or provided concerning the Said Flat/Said Project/Said Plot, the VENDEE as well as the other occupants would be solely/jointly and/or severally liable for the same at their own costs, initiatives and expenses. However, in the event, any such liability is fastened on the VENDOR/Association of Apartment Owners (AOA) for any reasons or by operation of any Law or Rules, the same shall be reimbursed by the VENDEE within 15 days of receipt of demand Notice or intimation from the VENDOR/AOA in that regard on pro rata basis, as may be determined by the VENDOR/AOA, as the case may be.
8. That, the Vendor has already taken single point electricity connection from Uttar Pradesh Power Corporation Limited (UPPCL)/Paschimanchal Vidhyut Vitran Nigam Limited (PVVNL) for its onward supply by the Vendor to various

consumers/users in the project. However, due to any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the government/court/act etc., the entire cost of such conversion shall be borne by the AOA/all allottees in proportion to the contracted load allotted to each allottee. This is also to state that the above said change will be carried out only after at least 70% of total allottees of the project have contributed the proportionate estimated cost of conversion.

9. That, any transfer, sale, assignment or otherwise parting with the possession of the Said Flat by the VENDEE, will attract payment of the then prevailing administrative charges, and the No Objection Certificate (NOC) from the VENDOR/Maintenance Agency/Service Providing Agency, in addition to payment of due charges as on that date to the Vendor or its Maintenance Agency.
10. That, the Vendor may obtain approval/revalidation/re-sanction/redesign of the building plans/maps from the competent authorities for further development in Urban Homes as per its own discretion for which the Vendee will not have any objection and Vendee hereby specifically and expressly consents thereto and expressly states that no further consent would be required from him/her by the Vendor in future.
11. That, upon execution of this Sale Deed, the VENDEE hereby agrees and undertakes not to create any obstruction or hindrance in the ongoing or subsequent construction being carried on or to be carried on by the Vendor/Vendor's Assignee or its nominee or transferee on any area outside the Said Flat.
12. That, in case, the VENDEE has obtained loan from any Bank/Financial Institution on the abovesaid Unit/Apartment, the VENDEE hereby undertakes to pay the dues of such Bank/Financial Institution in exclusion to the VENDOR herein and without imposing any sort of liability upon the VENDOR.
13. That, notwithstanding the restrictions, limitations and conditions mentioned herein above, the VENDEE shall be entitled to create tenancy of the whole of the Said Flat for the purposes of the private residential purposes only.
14. That, wherever the title of the VENDEE in the Said Flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein and such transferee shall be responsible and liable and answerable in all respects thereof, in so far as, the same may be applicable and relate to the Said Flat and undivided proportionate land related to the Said Flat.
15. That, in the event of death of the VENDEE, the person on whom the title of the deceased devolves, shall within three months of such devolution, give notice of such devolution to the VENDOR. The stakeholders/successors/legal heirs of the

Vendee shall be liable to execute necessary documents for transfer of the flat in the records of the VENDOR/Maintenance Agency/Service Providing Agency.

16. That, the VENDOR/VENDEE/Association of Apartment Owners (AOA) shall in all respect comply with and remain bound by laws, Rules concerning building, project, Said Flat and other bye-laws of the competent Authorities for the time being in force or whenever becomes applicable in future. Alongwith abovesaid, all the terms & conditions of the allotment, building bye-laws as amended from time to time shall be binding upon the VENDOR/VENDEE/AOA.
17. That, the VENDEE shall not without the sanction and permission of the competent authority in writing, make any alteration, addition or otherwise subdivide or amalgamate the above said transferred flat. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant, the Vendee shall be solely responsible and liable for penal and other legal consequences.
18. That, the VENDEE will use the Said Flat exclusively for residential purpose and for no other purposes. Under no circumstances, the VENDEE shall contravene the safety provisions while using/occupying the above said flat. In violation, the VENDEE shall be solely responsible and liable for the consequences as per Law.
19. That, the VENDEE shall not in any manner whatsoever encroach upon the common land/areas, and facilities and services not handed over to him/her under these presents. All unauthorized constructions/encroachments made shall be removed at the cost of the VENDEE and the VENDEE shall be liable for legal consequences.
20. That, the VENDEE of Top Floor Flat shall not have any exclusive rights of use of the terrace above the flat. However, all the VENDEE of the Group Housing Project shall have right to use the terrace at reasonable time for maintenance/upkeep of water tanks or any other legally permitted purposes on the terrace subject to observance of safety norms. The terrace shall also be available to the occupants of the building/tower in times of emergencies. No unauthorized construction/installation, temporary or permanent, is permitted to the VENDEE/AOA in the Group Housing Project or terrace or in allotted flat or any part thereof. The right of VENDEE shall however be subject to provisions of all applicable Laws, bye Laws and rules etc.
21. That, the share in the undivided proportionate land hereby transferred, shall always remain un-divisible and unidentified. Similarly the VENDEE shall have the right of usage of common areas and will not have any independent right of possession of the same.
22. That, the Vendee alongwith other Vendees and/or Association of Apartment Owners shall ensure that the Group Housing Project/Said Phase is

comprehensively insured and keep the insurance always alive/updated at all times. If the Vendor/Maintenance Agency/AOA take up or proposes to take up the insurance policy for the Group Housing Project/Said Phase, all the Vendees of the Group Housing Project/Said Phase, as the case may be will contribute for making payment of insurance premium to the insurance company. The Vendee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Project/Phase or cause increased premium to be payable in respect thereof otherwise the Vendee shall be solely responsible and liable for the same.

23. That, the Vendee further declares that except the Said Flat sold/transferred to the VENDEE under these present, the Vendee shall not be entitled to use any other areas, especially the unsold areas/Flats, Land of the VENDOR in the abovesaid Group Housing Project or phase, as the case may be.
24. That, the Vendee has understood that the present Sale Deed does not create any right, title or interest of the VENDEE in the commercial areas of the Group Housing Project which has been allotted or may be allotted by the VENDOR to any third party for commercial purposes. The VENDOR shall be entitled to sell, transfer, convey or let-out the said commercial areas at its own discretion. The commercial area in the Group Housing Project is the independent area of the project for the use of the residents and as well as for outsiders and the Vendee has no objections for the same.
25. That, the VENDEE and all other persons claiming under him/her shall ensure that the Said Flat is kept in good shape and repairs and he/ she shall ensure that no damages are caused to the Said Flat or to the sanitary works therein. The Vendee will not prohibit the maintenance agency to carry out the maintenance work, even if the maintenance agency needs access through the Said Flat for carrying out maintenance work during reasonable working hours except in case of emergencies.
26. That, the terms and conditions of the Agreement for Sale, Sale Deed, Maintenance Agreement, Electricity Agreement and/or any other relevant documents executed between the VENDOR and VENDEE shall always be binding on the Parties. That in case of any repugnancy of any provision of the Sale Deed and other documents, the provisions under the Sale Deed shall prevail. That, under no circumstances, the VENDEE shall harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said Flat in any manner. The VENDEE shall also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony designs etc. and shall not erect any fencing/hedging/grills without prior permission of the VENDOR or nominated Association/Company maintaining the project/building.

27. That, in case of any breach of the terms and conditions of this Deed by the VENDEE, the Vendee will be exclusively liable for its consequences.
28. That, all letters, circulars and notices issued by the VENDOR shall be dispatched to the First Named VENDEE at the address of the Said Flat through courier/speed post/registered post/by hand/email and the proof of dispatch/by hand delivery/by email shall be the sufficient evidence of service on the VENDEE and shall fully and effectually discharge the VENDOR from the burden of proof of service/delivery of correspondence. However, the VENDEE shall send all correspondence, notices, etc. to the VENDOR at the Registered Office of the VENDOR through Regd. Post/Speed Post.
29. That, the VENDEE undertakes and assures that he/she has received proper possession of the flat allotted to him/her and same has been constructed upto his/her full satisfaction. The VENDEE has checked and inspected each & every item of the Said Flat and acknowledges that construction of the Said Flat being the subject matter of this Sale Deed has been carried out up to the satisfaction of the Vendee, as per the provisions of the Real Estate (Regulation & Development) Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed there under and hereby records his/her full satisfaction in that regard.
30. That, the Vendor/Maintenance Agency shall have the right to recover the overdue amount, if any, from the VENDEE or their Successors as per rules, at the rate of interest of 12% per annum.
31. That, the VENDOR/VENDEE/Association of Apartment Owners (AOA) shall make such arrangement as are necessary for maintenance of the building and common services. The VENDEE will regularly make payment of the maintenance charges to the Vendor/Maintenance Agency. That the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time), Real Estate (Regulation and Development) Act 2016 (RERA) as well as all Rules and Regulation made there under shall be applicable on the VENDOR/VENDEE/AOA. No objection on the amount spent for the maintenance of the building by the Vendor/Maintenance Agency shall be entertained and decision of the Vendor/Maintenance Agency in this regard shall be final and binding upon the parties concerned.
32. That, it has been agreed amongst the parties that the segregation & safely disposal of the household waste/garbage/unwanted material/byproducts/out of the use products, generated from the use and occupation of the Said Flat on day to day basis up to the depots/bins, shall be the exclusive responsibility of the VENDEE/AOA at his/her/their own efforts and expenses. The VENDEE/AOA shall also be remained bound by the Government Rules & Notifications in this regard.

33. That, the VENDOR would be having the right to put the Hoardings etc. on the terrace or on the elevation or on the boundary wall, or any other place of the Group Housing Project and to sell/rent/permit for use by the intending users, for which the VENDEE(s) would not be having any kind of objection of whatsoever nature.
34. That, the VENDEE shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of allotted flat or doors thereof. The VENDOR shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building, except otherwise specified for the purpose by the VENDOR in writing.
35. That, the VENDEE undertakes to apply and obtain membership of the Resident Welfare Association formed under the supervision and patronage of the VENDOR, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act. The VENDEE further undertakes that he/she will not accept or recognize nor form any other association as Resident Welfare Association, and if he/she is found contrary, this would amount to breach of terms and conditions of this Sale Deed.
36. That, the VENDOR has provided certain facilities to facilitate the occupants of the Group Housing Project. The VENDEE shall be entitled to use the same in adherence to the Rules/Regulations framed by the VENDOR for the use of such facilities on payment of requisite charges etc. That the VENDOR and the Vendee have agreed that the Terms & Conditions of the Agreement for Sale, Sale Deed and Government Laws, building bye-laws, as amended from time to time shall be binding and shall be applicable on the VENDOR/VENDEE/AOA.
37. That, both parties have executed this Sale Deed after having acquired full knowledge of all the laws and notifications and rules applicable to the Said Flat. The deed of declaration dated _____ filed with the Ghaziabad Development Authority, Ghaziabad on _____ has already been made available to the Vendee prior to execution of this Sale Deed.
38. That, the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sale Deed have been exclusively borne by the VENDEE.
39. That, any dispute arising out of this Sale Deed shall be referred to the sole arbitrator to be appointed by the Director of the VENDOR. The venue of arbitration proceedings shall be at Delhi/New Delhi and the language of the proceedings shall be English only. The fees of the arbitrator shall be shared equally by both the parties, which shall be subject to the final award by the

arbitrator. For other matters excluding the arbitration proceeding, the District Courts at Ghaziabad shall only have the jurisdiction.

40. That, after this Deed is executed, no disputes or differences relating to the registration, booking, allotment and Possession or any such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the VENDEE, would be entertained by the VENDOR, except otherwise provided or agreed between the parties in writing.
41. That, if any provision of this Sale Deed shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to have been amended or deleted in so far as reasonably consistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable law but this Sale Deed with remaining provisions shall still remain valid, binding and enforceable.
42. That, both parties have executed the present Sale Deed out of their own free will, volition and without any coercion, undue pressure, force or influence from any corner and also obtained independent legal advice regarding the covenants, their legal rights and liabilities, terms and conditions of this Sale Deed agreed upon and also understood the same prior to executing the present sale deed.

IN WITNESS WHEREOF, the parties have signed and executed this Deed on this day, month and year first written above in the presence of :

WITNESSES:

1.

SIGNED AND DELIVERED BY

(Shubhhomes Realcon Private Limited)
VENDOR

2.

(VENDEE)

DRAFT SALE DEED FOR COMMERCIAL KIOSKS

Calculation of Stamp Duty

V Code	:	0256
Nature of Property	:	Commercial Kiosk
Property Detail	:	Commercial Kiosk No. _____ on _____ Floor, Urban Royale, situated at Urban Homes, Shahpur Bamhetta, Ghaziabad, UP.
Carpet Area of the Kiosk	:	_____ Sq. Mtr. (_____ Sq. Ft.)
Total Built up Covered Area of the Kiosk	:	_____ Sq. Mtr. (_____ Sq. Ft.)
Individual Parking Facility	:	Nil
Govt. Circle Rate (Land + Construction)	:	_____/ - Per Sq. Mtr.
Rebate as Per Floor	:	_____ %
Maximum % age for increase in Circle Rate for Other Facilities other than Parking Facility (As Per Circle Rate List)	:	_____ %
Value of Kiosk (According to the Present Govt. Circle Rate)	:	Rs. _____
Sale Consideration	:	Rs. _____
Stamp Duty	:	Rs. _____

The Vendee has paid the requisite Stamp Duty on the Sale Consideration or Circle Rate Valuation, whichever is higher.

SALE DEED

STAMP DUTY @ 7% AS PER NOTIFICATION ORDER NO.S.V.K.N.-5-2756/11-2008-500(1165)/2007, LUCKNOW DT. 30.06.2018 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG-5.

THIS SALE DEED is executed at Ghaziabad on this _____ day of _____, _____ between :

M/s Shubhhomes Realcon Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092 through its Authorized Signatory, Mr. _____ S/o _____ (hereinafter referred to as the **“VENDOR”** or the **“FIRST PARTY”**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) (**PAN OF VENDOR/FIRST PARTY : AABCE7746B**).

AND

Shri _____ S/W/D of Shri _____ Resident of _____, (Hereinafter referred to as the **“VENDEE”** or the **“SECOND PARTY”**), which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his/her/their heirs, executors, permitted assignees, administrators, legal representatives, nominees and successors etc.) (**PAN OF VENDEE/SECOND PARTY : _____**).

Whereas the Vendor is the owner and in possession of freehold proportionate land admeasuring _____ Sq. Mtr. constituting Urban Royale, here-in-after referred to as “Said Phase” falling in part of Khasra Nos. 2243, 2244, 2246, 2380, 2381, 2382, 2383, 2384, 2385, 2388, 2396, 2399, 2400, 2401, 2402, 2403 and 2406 situated at Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP, vide deed no. 3481 dated 09-05-2014 and 3535 dated 12-05-2014, both registered in the office of Sub Registrar-1, Ghaziabad, UP here-in-after referred to as “Said Land”. The above mentioned Urban Royale is part of the Group Housing Project called “Urban Homes”.

The Said Land is bounded as under :

NORTH	:	Other Property
EAST	:	Open Court
WEST	:	Other Property
SOUTH	:	Other Property

(Here-in-after referred to as the “Said Plot”).

AND WHEREAS, the First Party has developed Urban Royale/Said Phase of the Group Housing Project, named, Urban Homes (here-in-after referred to as "Urban Royale") situated at undivided proportionate land admeasuring _____ Sq. Mtr. The above said

phase is comprising of various Residential Units and Commercial Kiosks. The Said Phase has been developed after the sanction of building plans approved by the Ghaziabad Development Authority. The Said Phase of Urban Homes consists of **Block-J & L & Commercial Kiosks** as per Registration done with Uttar Pradesh RERA Authority vide Regn. No. _____. The Group Housing Project is being developed in various phases and the VENDOR has been granted completion certificate in respect of the Said Phase vide letter bearing no. _____ dated _____ issued by the Ghaziabad Development Authority.

AND WHEREAS, the VENDOR has right to allot to its applicants/allottees, the Commercial Kiosk in the abovesaid phase of the Group Housing Project, including undivided proportionate share underneath the same, as decided between the VENDOR and the Vendee.

AND WHEREAS, the Vendee had applied for allotment of a Kiosk and on the faith of the statements and representations made by the Vendee at various stages, the VENDOR had allotted the Unit described herein to the Vendee and has received consideration mentioned herein and shall deliver possession of the Kiosk bearing No. _____ on _____ floor in Tower/Block Commercial Kiosks of the Said Phase to the Vendee simultaneously with the execution of this Sale Deed. The Vendee will also observe covenants, terms and conditions, as prescribed by the competent authority and laid down in the Agreement for Sale dated _____ executed between the VENDOR and the VENDEE.

AND WHEREAS, the Vendee has carried out independent inspection of the Building plans and Tower in which the Said Kiosk is situated, and has also satisfied himself/herself as to the soundness of structure and construction thereof as well as conditions and descriptions of all specifications provided therein and agreed to take over the possession of his/her Kiosk and enter into the present Sale Deed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In consideration of the amount of **Rs.** _____ /- (**Rs.** _____ **Only**), paid by the Vendee to the VENDOR, the receipt of which the VENDOR hereby acknowledges, the VENDOR do hereby sells, transfers and conveys to the Vendee, the abovesaid Commercial Kiosk bearing No. ____/UH-_____ having Carpet Area of _____ Sq. Mtr. (_____ Sq. Ft.) (as per definition provided under RERA Act) on _____ Floor in **Tower/Block Commercial Kiosk** in the Said Phase of the Project/Group Housing Project i.e. "**Urban Royale**" developed by the VENDOR on the above said land (hereinafter referred to as the "Said Kiosk " or the "Said Apartment") on the following terms and conditions :

1. That, the VENDEE shall pay all requisite charges including but not limited to property tax, other prevailing taxes, charges, levies, bills and impositions as and when, the same becomes due or payable in respect of the Said Kiosk and the land

underneath directly to the concerned authorities. If the liability in respect of any of the above is fastened upon the Vendor by any authority, the same shall be proportionately payable by the Vendee.

2. That, the regular electricity, sewer, maintenance, water, power back up charges, other utility charges, maintenance/repair/replacement charges, society charges etc. shall be borne and payable from time to time by the VENDEE to the service providing agencies nominated by the VENDOR/AOA together with the applicable taxes etc. through prepaid meter system.
3. That, the VENDEE shall be responsible and liable to pay, the charges regularly to the Service Providing Agency(ies)/Government Agency(ies) for civic facilities & amenities available in and/or around the Said Kiosk as the case may be, from time to time.
4. That, the ALLOTTEE shall have no right in any other commercial space/convenient shops/commercial kiosks, unsold flat/area, roof/terrace of the buildings and the COMPANY shall be free to use/deal/dispose off the same on such terms and conditions as it may deem fit and proper.

That for the computation purpose, the Carpet Area of the Said Kiosk has been calculated as per RERA definition which is as follows :

"carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation- For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

The Vendor has clarified and Vendee has understood, accepted and satisfied in clear terms that there is 'No Change' in the dimensions/size/layout of the above said Apartment/Kiosk being sold under these presents and as mentioned in the corresponding Agreement for Sale except those changes which are permitted by the RERA Rules and Regulations and the same are accepted to the Allottee.

5. That, in case of any major city level infrastructure charges (such as embankment, ring road, flyover, metro, etc. is provided by the Ghaziabad Development Authority, U.P. State Electricity Board or any other authority(ies) of the State Government/Central Government, consequent to which the Said Plot/Said Kiosk will be directly or indirectly benefitted) are levied on the VENDOR/AOA, the

VENDEE shall pay/reimburse on demand, the proportionate charges of such infrastructure on pro-rata basis to the VENDOR/AOA, if so imposed by the competent Government Authority, as and when called upon by the VENDOR/AOA.

6. That, if due to any subsequent change in legislation/Government orders/ Notifications, directives, guidelines, Building byelaws or change/amendments, any additional measures or any other facilities/equipments/machinery are required to be installed, undertaken or provided concerning the Said Kiosk/Said Project/Said Plot, the VENDEE as well as the other occupants would be solely/jointly and/or severally liable for the same at their own costs, initiatives and expenses. However, in the event, any such liability is fastened on the VENDOR/Association of Apartment Owners (AOA) for any reasons or by operation of any Law or Rules, the same shall be reimbursed by the VENDEE within 15 days of receipt of demand Notice or intimation from the VENDOR/AOA in that regard on pro rata basis, as may be determined by the VENDOR/AOA, as the case may be.
7. That, the Vendor has already taken single point electricity connection from Uttar Pradesh Power Corporation Limited (UPPCL)/Paschimanchal Vidhyut Vitran Nigam Limited (PVVNL) for its onward supply by the Vendor to various consumers/users in the project. However, due to any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the government/court/act etc., the entire cost of such conversion shall be borne by the AOA/all allottees in proportion to the contracted load allotted to each allottee. This is also to state that the above said change will be carried out only after at least 70% of total allottees of the project have contributed the proportionate estimated cost of conversion.
8. That, any transfer, sale, assignment or otherwise parting with the possession of the Said Kiosk by the VENDEE, will attract payment of the then prevailing administrative charges, and the No Objection Certificate (NOC) from the VENDOR/Maintenance Agency/Service Providing Agency, in addition to payment of due charges as on that date to the Vendor or its Maintenance Agency.
9. That, the Vendor may obtain approval/revalidation/re-sanction/redesign of the building plans/maps from the competent authorities for further development in Urban Homes as per its own discretion for which the Vendee will not have any objection and Vendee hereby specifically and expressly consents thereto and expressly states that no further consent would be required from him/her by the Vendor in future.
10. That, upon execution of this Sale Deed, the VENDEE hereby agrees and undertakes not to create any obstruction or hindrance in the ongoing or subsequent construction being carried on or to be carried on by the

Vendor/Vendor's Assignee or its nominee or transferee on any area outside the Said Kiosk.

11. That, in case, the VENDEE has obtained loan from any Bank/Financial Institution on the abovesaid Unit/Apartment, the VENDEE hereby undertakes to pay the dues of such Bank/Financial Institution in exclusion to the VENDOR herein and without imposing any sort of liability upon the VENDOR.
12. That, notwithstanding the restrictions, limitations and conditions mentioned herein above, the VENDEE shall be entitled to create tenancy of the whole of the Said Kiosk for the purposes of the commercial purposes only.
13. That, wherever the title of the VENDEE in the Said Kiosk is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein and such transferee shall be responsible and liable and answerable in all respects thereof, in so far as, the same may be applicable and relate to the Said Kiosk and undivided proportionate land related to the Said Kiosk.
14. That, in the event of death of the VENDEE, the person on whom the title of the deceased devolves, shall within three months of such devolution, give notice of such devolution to the VENDOR. The stakeholders/successors/legal heirs of the Vendee shall be liable to execute necessary documents for transfer of the Kiosk in the records of the VENDOR/Maintenance Agency/Service Providing Agency.
15. That, the VENDOR/VENDEE/Association of Apartment Owners (AOA) shall in all respect comply with and remain bound by laws, Rules concerning building, project, Said Kiosk and other bye-laws of the competent Authorities for the time being in force or whenever becomes applicable in future. Alongwith abovesaid, all the terms & conditions of the allotment, building bye-laws as amended from time to time shall be binding upon the VENDOR/VENDEE/AOA.
16. That, the VENDEE shall not without the sanction and permission of the competent authority in writing, make any alteration, addition or otherwise subdivide or amalgamate the above said transferred Kiosk. There shall be no temporary or permanent coverage of common areas, passages, space etc. In case of breach of this covenant, the Vendee shall be solely responsible and liable for penal and other legal consequences.
17. That, the VENDEE will use the Said Kiosk exclusively for commercial purpose and for no other purposes. Under no circumstances, the VENDEE shall contravene the safety provisions while using/occupying the above said Kiosk. In violation, the VENDEE shall be solely responsible and liable for the consequences as per Law.

18. That, the VENDEE shall not in any manner whatsoever encroach upon the common land/areas, and facilities and services not handed over to him/her under these presents. All unauthorized constructions/encroachments made shall be removed at the cost of the VENDEE and the VENDEE shall be liable for legal consequences.
19. That, the VENDEE of Kiosk shall not have any rights over the terrace above the Kiosk.
20. That, the share in the undivided proportionate land hereby transferred, shall always remain un-divisible and unidentified.
21. That, the Vendee alongwith other Vendees and/or Association of Apartment Owners shall ensure that the Group Housing Project/Said Phase is comprehensively insured and keep the insurance always alive/updated at all times. If the Vendor/Maintenance Agency/AOA take up or proposes to take up the insurance policy for the Group Housing Project/Said Phase, all the Vendees of the Group Housing Project/Said Phase, as the case may be will contribute for making payment of insurance premium to the insurance company. The Vendee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat/Kiosk or any part of the Project/Phase or cause increased premium to be payable in respect thereof otherwise the Vendee shall be solely responsible and liable for the same.
22. That, the Vendee further declares that except the Said Kiosk sold/transferred to the VENDEE under these present, the Vendee shall not be entitled to use any other areas, especially the unsold areas/Flats/kiosks, Land of the VENDOR in the abovesaid Group Housing Project or phase, as the case may be.
23. That, the Vendee has understood that the present Sale Deed does not create any right, title or interest of the VENDEE in any area (other than Said Kiosk) of the Group Housing Project which has been allotted or may be allotted by the VENDOR to any third party for residential/commercial purposes. The VENDOR shall be entitled to sell, transfer, convey or let-out the said areas at its own discretion.
24. That, the VENDEE and all other persons claiming under him/her shall ensure that the Said Kiosk is kept in good shape and repairs and he/ she shall ensure that no damages are caused to the Said Kiosk or to the sanitary works therein. The Vendee will not prohibit the maintenance agency to carry out the maintenance work, even if the maintenance agency needs access through the Said Kiosk for carrying out maintenance work during reasonable working hours except in case of emergencies.
25. That, the terms and conditions of the Agreement for Sale, Sale Deed, Maintenance Agreement, Electricity Agreement and/or any other relevant

documents executed between the VENDOR and VENDEE shall always be binding on the Parties. That in case of any repugnancy of any provision of the Sale Deed and other documents, the provisions under the Sale Deed shall prevail. That, under no circumstances, the VENDEE shall harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said Kiosk in any manner. The VENDEE shall also not change the colour scheme of the outer walls and shall also not carry out any change in the exterior elevation etc. and shall not erect any fencing/hedging/grills without prior permission of the VENDOR or nominated Association/Company maintaining the project/building.

26. That, in case of any breach of the terms and conditions of this Deed by the VENDEE, the Vendee will be exclusively liable for its consequences.
27. That, all letters, circulars and notices issued by the VENDOR shall be dispatched to the First Named VENDEE at the address of the Said Kiosk through courier/speed post/registered post/by hand/email and the proof of dispatch/by hand delivery/by email shall be the sufficient evidence of service on the VENDEE and shall fully and effectually discharge the VENDOR from the burden of proof of service/delivery of correspondence. However, the VENDEE shall send all correspondence, notices, etc. to the VENDOR at the Registered Office of the VENDOR through Regd. Post/Speed Post.
28. That, the VENDEE undertakes and assures that he/she has received proper possession of the Kiosk allotted to him/her and same has been constructed upto his/her full satisfaction. The VENDEE has checked and inspected each & every item of the Said Kiosk and acknowledges that construction of the Said Kiosk being the subject matter of this Sale Deed has been carried out up to the satisfaction of the Vendee, as per the provisions of the Real Estate (Regulation & Development) Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed there under and hereby records his/her full satisfaction in that regard.
29. That, the Vendor/Maintenance Agency shall have the right to recover the overdue amount, if any, from the VENDEE or their Successors as per rules, at the rate of interest of 12% per annum.
30. That, the VENDOR/VENDEE/Association of Apartment Owners (AOA) shall make such arrangement as are necessary for maintenance of the building and common services. The VENDEE will regularly make payment of the maintenance charges to the Vendor/Maintenance Agency. No objection on the amount spent for the maintenance of the building by the Vendor/Maintenance Agency shall be entertained and decision of the Vendor/Maintenance Agency in this regard shall be final and binding upon the parties concerned.
31. That, it has been agreed amongst the parties that the segregation & safely disposal of the household waste/garbage/unwanted material/byproducts/out of the use products, generated from the use and occupation of the Said Kiosk on day to day

- basis up to the depots/bins, shall be the exclusive responsibility of the VENDEE/AOA at his/her/their own efforts and expenses. The VENDEE/AOA shall also be remained bound by the Government Rules & Notifications in this regard.
32. That, the VENDOR would be having the right to put the Hoardings etc. on the terrace or on the elevation or on the boundary wall, or any other place of the Group Housing Project and to sell/rent/permit for use by the intending users, for which the VENDEE(s) would not be having any kind of objection of whatsoever nature.
33. That, the VENDEE shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of allotted Kiosk or doors thereof. The VENDOR shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building, except otherwise specified for the purpose by the VENDOR in writing.
34. That, the VENDEE undertakes to apply and obtain membership of the Resident Welfare Association formed under the supervision and patronage of the VENDOR, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act. The VENDEE further undertakes that he/she will not accept or recognize nor form any other association as Resident Welfare Association, and if he/she is found contrary, this would amount to breach of terms and conditions of this Sale Deed.
35. That, the VENDOR has provided certain facilities to facilitate the occupants of the Group Housing Project. The VENDEE shall be entitled to use the same in adherence to the Rules/Regulations framed by the VENDOR for the use of such facilities on payment of requisite charges etc. That the VENDOR and the Vendee have agreed that the Terms & Conditions of the Agreement for Sale, Sale Deed and Government Laws, building bye-laws, as amended from time to time shall be binding and shall be applicable on the VENDOR/VENDEE/AOA.
36. That, both parties have executed this Sale Deed after having acquired full knowledge of all the laws and notifications and rules applicable to the Said Kiosk. The deed of declaration dated _____ filed with the Ghaziabad Development Authority, Ghaziabad on _____ has already been made available to the Vendee prior to execution of this Sale Deed.
37. That, the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sale Deed have been exclusively borne by the VENDEE.

38. That, any dispute arising out of this Sale Deed shall be referred to the sole arbitrator to be appointed by the Director of the VENDOR. The venue of arbitration proceedings shall be at Delhi/New Delhi and the language of the proceedings shall be English only. The fees of the arbitrator shall be shared equally by both the parties, which shall be subject to the final award by the arbitrator. For other matters excluding the arbitration proceeding, the District Courts at Ghaziabad shall only have the jurisdiction.
39. That, after this Deed is executed, no disputes or differences relating to the registration, booking, allotment and Possession or any such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the VENDEE, would be entertained by the VENDOR, except otherwise provided or agreed between the parties in writing.
40. That, if any provision of this Sale Deed shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to have been amended or deleted in so far as reasonably consistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable law but this Sale Deed with remaining provisions shall still remain valid, binding and enforceable.
41. That, both parties have executed the present Sale Deed out of their own free will, volition and without any coercion, undue pressure, force or influence from any corner and also obtained independent legal advice regarding the covenants, their legal rights and liabilities, terms and conditions of this Sale Deed agreed upon and also understood the same prior to executing the present sale deed.

IN WITNESS WHEREOF, the parties have signed and executed this Deed on this day, month and year first written above in the presence of :

WITNESSES:

1.

SIGNED AND DELIVERED BY

(Shubhhomes Realcon Private Limited)
VENDOR

2.

(VENDEE)