

SALE DEED

BRIEF PARTICULARS OF SALE DEED

1. Type of Apartment : Residential
2. Mohalla / Village : Mauza Sunrakh
3. Ward No./Pargana : Tehsil & District, Mathura
4. Description of Property : _____,

Situating at project named as Vrinda Kunj is being executed on Freehold Land situated at Mauza Sunrakh Bangar, Sunrakh Road, Vrindavan, Mathura, Uttar Pradesh

5. Total Area : _____ Sq. Mtrs.
6. Status of Road : _____
7. **Consideration** : **Rs. _____/-**
8. Govt. Circle Rate : Rs. _____/-per Sq. Mtrs.,
9. Value of the Property as per Circle Rate : Rs. _____/-

SALE DEED FOR Rs. _____/-

STAMP DUTY PAID Rs. _____/-

THIS **SALE DEED** is executed at _____ on this _____ **day of** _____,

BETWEEN

Shree Energy Developers Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at AG – 579, Shalimar Bagh, New Delhi, PIN – 110088 (PAN No. – _____) (CIN – _____) Hereinafter referred to as Promoter which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said Promoter and their successors and/or successors-in-office, acting through its authorized signatory _____ duly authorized by Board Resolution Dated _____ of the Company having UP RERA Registration No. _____ of the First Part;

AND

AND [If the Buyer is a Company]

_____, (CIN No. _____) a Company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at _____, through its Authorised Signatory _____ (Adhar No. _____) duly authorized vide board resolution dated _____, hereinafter Referred to as the **“Buyer”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Buyer is a Partnership Firm]

_____, a partnership firm registered under the Indian partnership Act, 1932, having its principal place of business at, _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the **“Buyer”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Buyer is an Individual]

Mr. / Ms. _____, (Aadhar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the **“Buyer”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[If the Buyer is a Co – Buyer]

Mr. / Ms. _____, (Aadhar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the **“Buyer(s)”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

“In case of single Buyer be read as Buyer and in case of more than one Buyer be read as Buyer(s).

[OR]

[If the Buyer is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ For self and as the karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business /residence at, (PAN), hereinafter referred to as the **“Buyer”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other Buyer(s), in case of more than one Buyer]

The Promoter and Buyer shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS the project named as Vrinda Kunj has been executed on Freehold Land situated at Khasra No. - _____ Mauza Sunrakh Bangar, Sunrakh Road, Vrindvan, District Mathura, Uttar Pradesh admeasuring _____ Sq. Mtrs.

WHEREAS Shree Energy Developers Pvt. Ltd. has executed and entered into registered Sale deeds dated _____ (“Sale Deed”) with respect to the said Land, duly registered in the office of the Sub – Registrar, Mathura, Uttar Pradesh;

WHEREAS the Promoter is authorized to develop and market the said project.

and that the Promoter is fully Competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project has been constructed have been completed.

That the Mathura Vrindavan Development Authority (MVDA) has granted the permissions and approvals, more specifically the building plan dated _____ vide letter no. _____.

WHEREAS the Project comprises of Residential Apartments of different sizes with various facilities.

The Promoter has thus obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the project and also for the Apartments, from Mathura Vrindavan Development Authority (MVDA).

That the Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under UP RERA registration No. _____;

The Buyer, having paid the total consideration to the Promoter, is entitled to get the sale deed executed and registered in his/her/their name(s), in respect of the Said Apartment, and this Sale Deed is being executed and registered, as under:

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH, AS UNDER:

1. In consideration of a total sum of Rs. _____/- (**Rupees** _____**Only**) which consideration has already been paid by the Buyer to the Promoter, the receipt whereof the Promoter hereby acknowledges and admits and in consideration of the undertaking of the Buyer to pay such further amount, as he/she/they may be at any time hereafter become liable to pay in terms of this Sale Deed, and as also subject to all those terms and conditions contained in the allotment, as referred hereinabove, which may or may have not been specifically incorporated herein, the Promoter doth hereby grant, convey, transfer, assure and assign unto the Buyer the Said Apartment, as more fully described in Schedule “A” given hereunder, and for greater clarity delineated on the plan attached hereto together with the undivided proportionate share in the common areas of the Project along with all rights and easements of the said Apartment, to have and to hold the same unto and to the use of the Buyer and his/her/their successors-in-interest and assigns, heirs, executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions stipulations and covenants hereinafter contained and each of them.
2. The Buyer shall not be entitled to sub-divide the said Apartment and to claim partition of his/her/their undivided share in the Project land, and the same shall always remain undivided and impartible and unidentified. Since the share/interest of Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the common

areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Project to Association of the Buyers.

3. That the Said Apartment hereby sold, conveyed and assured under this Deed is free from all sorts of encumbrances or charges (except those created on request of the Buyer to obtain housing loan on the Said Apartment) transfers, easements, liens, attachments of any nature whatsoever and the Promoter has unencumbered, good, subsisting and transferable rights in the same.
4. That the vacant and peaceful possession on as is where is basis of the Said Apartment, hereby sold has been delivered by the Promoter to the Buyer and the Buyer has fully satisfied himself about the conditions, specifications at the time of taking its possession.
5. That after the said possession by the Buyer(s), He / She / They shall be solely responsible to maintain the possession of the said Apartment at his/her / their own cost and responsibility. The buyer shall also be responsible to maintain the Sewers, drains, pipes and appurtenances thereto, in good and tenantable condition and repair and maintain the same to keep them in a fit and proper condition.
6. That the Buyer shall be bound by all the by-laws laid down by any Authority including the Mathura Vrindavan Development Authority (MVDA) with respect to the said Apartment or the construction thereupon. The buyer shall construct the building on the said Apartment only after obtaining due sanction from MVDA and on payment of prescribed charges, if any to the Competent Authority i.e. MVDA.
7. That the Buyer shall apply and obtain the electrical load for his consumption from the Designated Authority in conformity with the electrical systems installed by him in the building constructed on the said Apartment. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
8. The Buyer(s) shall not use or permit use of the said Apartment for any purpose other than as stated herein above or otherwise for any illegal or unlawful purpose.
9. The Buyer hereby agrees and confirms to indemnify the Promoter against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the said Apartment or the Building there upon for which the Buyer of the Apartment shall be solely liable and responsible, without any recourse to the Promoter.
10. That The Buyer(s) agree, if at any time under any law / order or if the Promoter / AOA may think necessary to ensure the Land / Building / Apartment / Project the charges towards the same shall be paid by the Buyer proportionately as may be demanded by the Promoter / AOA.
11. That incase the Buyer has availed of a loan facility from his employer or financing bodies to facilitate the purchase of the Said Apartment, then in that case (a) The terms of the financing agency shall exclusively be binding and applicable upon the Buyer only, (b) The Buyer shall

alone be responsible for repayment of dues of the financial institution/agency along with interest / penalty accrued thereon or any default in re-payment thereof.

- 12.** That the Promoter doth hereby covenant with the Buyer that the interest, which the Promoter hereby profess to transfer is subsisting and the Promoter has good rightful power and authority to convey, grant, transfer, assign and assure the Said Apartment unto the Buyer in the manner aforesaid free from all encumbrances. The Promoter hereby further covenants that in case at any time hereafter by reason of any act or default or omission or commission on the part of the Promoter, the Buyer suffers any loss and is deprived of whole or any portion of the Said Apartment hereby conveyed to the Buyer on account of any defect in the title of the Promoter, the Promoter shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Apartment by the act of default, omission or commission of the Promoter and to make good the losses suffered by the Buyer thereby, and in such case, the Buyer shall have no right, title or interest or claim in any other property in the Complex.
- 13.** The Buyer shall be liable to pay House Tax, Property Tax or any other Tax, Cess as applicable under the law as and when levied by government, any local body or authority. If the Promoter / AOA have to pay the aforementioned amount on behalf of the Buyer(s), the Buyer shall be liable to reimburse the same to the Promoter / AOA within 30 days from the date of notice in this regard from Promoter / AOA. All taxes, charges, cesses levies etc. shall be payable by the Buyer even if such demand is raised by the Authority(ies) retrospectively after the possession and / or Conveyance of the said Apartment and such demands shall be treated as unpaid consideration of the said Apartment.
- 14.** That the Buyer has already paid the sale consideration, as stated hereinabove, and all other dues, which are payable from the date of application and/or, in terms of allotment, referred hereinabove and also has fully settled his / her / their account with the Promoter. No amount whatsoever under any head is payable by the Promoter to the Buyer. However, if any additional charges, levies, rates, taxes, demands etc. including GST, development charges for the provision of peripheral and / or external services or for any other reason attributable to the said Apartment / Said Project are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of Said Apartment and be payable by the Buyer failing which the Promoter shall have first charge / lien on said Apartment for recovery of the same.
- 15.** That The Buyer agrees and undertakes that he / she shall join Association of Buyers (AOA) as may be formed by the promoter on behalf of the Apartment holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 16.** That the Buyer shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project, rules framed by the Promoter and / or the nominated maintenance agency (Facilities Management Agency / FM Agency) and all laws, bye-laws, rules and regulations stipulated by Mathura Vrindavan Development Authority (MDVA) and/or the Municipal, Local and other Government or Statutory bodies and shall be responsible for and shall keep the Promoter and owners/ occupiers of other Apartments in the Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

- 17.** That The Buyer, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/its nominated Maintenance Agency / Association of Buyers, as the case may be.
- 18.** That services areas in the project are earmarked and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Buyer is not permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same are reserved for use by the Association of Buyers formed by the Buyers for rendering services/maintenance.
- 19.** That the Promoter/maintenance agency /Association of Buyers have rights of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services.
- 20.** That the Buyer may transfer the said Apartment or Building constructed thereupon as the case may be, after obtaining a NOC from the Promoter and / or from Maintenance Agency regarding the clearance / payment of outstanding Maintenance Charges and / or any other charges payable by the Buyer to the Promoter or the Maintenance Agency / AOA regarding the maintenance of Common Area facilities and services.
- 21.** That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising under this deed, in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Buyers of the Apartment or the Building constructed thereupon as the case may be, in case of a transfer, as the said obligations go along with the Apartment and the property constructed thereupon.
- 22.** All costs and expenses incidental to the preparation, execution and registration of this Sale Deed including the payment of Stamp Duty and the Registration Fee has been borne by the Buyer.

SCHEDULE "A" REFERRED TO HEREIN ABOVE

SCHEDULE 'A'

(Plan of the Apartment)

IN WITNESS WHEREOF, the Promoter and Buyer described hereinabove have signed sealed & executed at the place and on the date, month and year, first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Shree Energy Developers Pvt. Ltd. – Promoter

Signature (Authorized Signatory)

Photograph

Name

Buyer: (including Co - Buyer)

(1) Signature

(2) Name

Photograph

(1) Signature

(2) Name

Photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature

Name

Address

(2) Signature

Name

Address