

SALE DEED

Sale Price Rs...../-

Stamp duty paid as per circle rate worth for Rs...../- Notification Order No. _____
for Rs. _____/- Lucknow dated _____ Stamp duty paid

DETAILS OF DOCUMENTS:

1.	Details of Land	Residential
2.	Sr. No./Code/Page No.	
3.	Mohalla / Village	_____ Tehsil & District Ghaziabad (U.P.)
4.	Details of Property	Plot No. in Project.....situated at.....
5.	Situation of Road (as per Map)	
6.	Circle of land (as per Collector rate)	Rs. per sq. meter
7.	Area of Plot	 Sq. meter i.e. sq. yards
8.	Part of member, in case of Sehkari Awas Samiti	Not applicable
9.	Sale Consideration / Rs.	

THIS SALE DEED is executed at Ghaziabad on this _____ day of _____ 202-

between

Vendor

Vendee

Through its authorized Signatory

M/s Eartwaves Developers Private Limited , a Company registered under the Companies Act, 1956 having its Registered Office at H.No. Old-9737, Plot No. 13, KH. No. 1668/1299/153, Ground Floor, BLK-1-C, New Rohtak Road, New Delhi-110005 through its Authorized Signatories **Mr.** _____ S/o Shri _____
R/o _____ duly authorized severally vide Resolution dated _____ passed by the Board of Directors, hereinafter referred to as the “VENDOR”, which expression shall, unless it be repugnant to the context or meaning thereto, means and includes its successors-in-interest and assigns, of the ONE PART. (PAN: _____)

AND

Mr. _____ (PAN: _____) S/o **Mr.** _____ R/o _____, hereinafter **Singly / Jointly** referred to as “VENDEE”, which expression shall, unless it be repugnant to the context or meaning thereto means and includes their respective legal representatives, legal heirs, assigns, successors and all those claiming through him/her/them).

The terms and expressions Vendor of the first part shall unless repugnant, mean and include their respective heirs, successors, executors, nominees, administrators and legal representatives.

DETAILS OF PROPERTY:

Residential plot No. _____ area _____ sq. meters (_____ sq. Yards) (hereinafter referred to as said ‘Plot’) area more particularly described in attached map,

Whereas, the VENDOR is the absolute owner of the land admeasuring 12356 Sq. Mtr. pertaining to Khasra no. 349 & 353 situated at village Bhovapur, Pargana-Jalalabad, Tehsil & District Ghaziabad.

And Whereas the VENDEE has approached the VENDOR to purchase the Said Plot and the VENDOR has agreed to sell the Said Plot (Specifically described in the attached Map of said Plot) to the VENDEE, on the agreed terms and conditions recorded here-in-after

AND WHEREAS, the VENDOR and the VENDEE herein unequivocally and specifically agree and confirm that the terms and conditions of this Sale Deed Shall supersede and would have an

Vendor

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overriding effect on the terms and conditions contained in all previously executed documents, if they are in conflict or repugnant or contrary to the terms and conditions recorded in the present sale deed and the covenants of this Sale Deed as much shall be final and binding on both the parties for all legal purposes.

AND WHEREAS the VENDEE confirms his satisfaction regarding the Said Plot being sold to him/her/them in all respect including but not limited to the ownership of the VENDOR, external development, surroundings etc. and that he/she/they shall not raise any sort of objection in the future in this regard.

The VENDEE has paid the sale consideration to the VENDOR and the VENDOR had issued the receipts thereof and hereby acknowledges the same. Thus, the VENDOR hereby sells transfers and conveys absolutely unto the VENDEE, the above said plot under sale.

NOW, THEREFORE, THIS DEED OF TRANSFER/SUB-LEASE WITNESSETH, AS UNDER:

1. In consideration of a total sum of **Rs.** _____ **/- (Rupees** _____ **only)** which is already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits and in consideration of the undertaking of the Vendee to pay such further amount, as he may at any time hereto after become liable to pay in terms of this Sale Deed, and as also subject to all those terms and conditions contained in the Apartment Buyers' Agreement/Agreement for Sale, as referred hereinabove, which may or may have not been specifically incorporated herein, the Vendor hereby grant, convey, transfer, assure and assign unto the Vendee the said Plot, as more fully described in **Schedule "A"** given hereunder.
2. That the Vendee 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 herein-above. However, in case any additional charges levies, rates, taxes, demands etc. including Service-tax/GST/VAT/Works Contract Tax, Metro-cess, development charges for the provision of peripheral and/or external services or demand of any other nature, on whatsoever ground raised by any competent Authority attributable to the said Plot /Complex/Project are levied in future, retrospectively or otherwise, the same shall be treated as unpaid consideration of said Plot payable by the Vendee and the Vendor shall have first charge/lien on said Plot for recovery of the same.
3. That the said Plot hereby sold, conveyed and assured under this Deed is free from all sorts of encumbrances or charges (except those created on request of the Vendee to obtain loan for purchase of the said Plot) transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same.

Vendor

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4. That in-case the Vendee has availed loan facility from his employer or bank or non-banking financial company or any financial institution or the agency to facilitate the purchase of the said Plot, the terms of such financing body shall exclusively be binding and applicable upon the Vendee only and the Vendee shall alone be responsible for repayment of dues of the bank/NBFC/financial institution/agency along with interest/penalty accrued thereon or any default in re-payment thereof.
5. That the vacant and peaceful possession of the said Plot has been delivered by the Vendor to the Vendee and the Vendee has satisfied himself about the quality, specifications, and extent of development of project as per approved maps and layout plans approved by the GDA, and other facilities provided in the project/complex and undertakes not to raise any dispute hereto after in connection therewith basis images/visuals/materials and information contained in the brochures or other marketing collaterals (hard and soft), which were artistic/creative concepts.
6. The Vendee is aware and has clear knowledge that the Vendor has installed the electrical installations as per the directions of the U.P. Electricity Supply Code 13th Amendment dated 10.08.2018 in the said Complex from the Paschimanchal Vidyut Vitran Nigam Limited (PVVNL)/or any other concerned authority. The Vendee agrees to obtain individual electric connection as per the provisions of the U.P. Electricity Supply Code 13th Amendment dated 10.08.2018 to receive supply of electrical energy in the said Apartment from the PVVNL or any other concerned authority without any involvement or support of the Vendor.
7. The Vendor shall be liable to pay to the PVVNL or any other licensing and/or regulatory authority, deposit or charges, as may be demanded by the PVVNL or any other concerned authority for obtaining direct electrical connection in his name as per the provisions of the U. P. Electricity Supply Code 13th Amendment dated 10.08.2018..
8. The regular Sewer, Maintenance charges etc shall be borne and payable from time to time by the VENDEE to the service providing agency nominated by the vendee to the service providing agency nominated by the vendor nominated by the vendor together with the applicable taxes etc.
9. That this sale deed is confined to sale of the said Plot .All other Plots/Saleable units /areas /open lands(s)/facilities etc. in the surroundings areas of the Said Plot are specifically excluded from the scope and definition of the Said Plot sold under these presents. The vendee

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shall not be entitled to derive any kind of benefits /rights, title or interest etc. in any form or manner whatsoever, in facilities /common areas except those are specifically provided herein.

10. That the Stamp Duty applicable to the present sale Deed have been paid by the vendee and the vendee shall be solely responsible and liable for any further charges, demands deficit stamp duty, penalties or any other consequence on that account in exclusion to the vendor.
11. That the vendee will carry out construction on the Said Plot as per the Building Plans approved by the Competent. Authority That the vendee will keep front set back area always open and will not encroach upon the same to make suitable arrangements and provision for parking vehicle(s) inside the area of the said plot and will not park any vehicle outside the area of the said plot on the road or anywhere else.
12. That, the vendee or its contractor during the construction of building over the said plot, will not place any construction materials/ machinery and construct any labour hutments on the roads. The Vendee or its contractor will have to make arrangements to keep the constructions materials/machinery and construct labour hutments only inside the boundary of the Said Plot. In Case of non compliance of this provision by the Vendee or Its Contractor, the Vendor/Maintenance company/agency will be entitled to levy penalty upon the Vendee for each non complaints as per the rules frame by the Vendor/Maintenance Company/Agency from time to time, which the Vendee will not be entitled to object.
13. That, the Vendee or its Contractor will also not cause any damage to the roads/electricity Lines/electricity poles/sewer lines/water lines inside the boundary of project During the construction of the building over the Said Plot. If any damage is caused to such roads etc. it will be the responsibility of the Vendee to reshape/renovate the roads etc. in its original shapes and condition.
14. That, to ensure complains of the provision of the above Said clauses by the Vendee and its contractor, the Vendee before Starting Construction activities on the said Plot will deposit interest free security deposit as decided by the Vendor from time to time with the Vendor, which the Vendor will be able to utilize, If the Vendee has cost some damage to such roads etc, and has not reshaped / repaired / renovated such roads etc, or if the Vendee has not Paid the penalty amount as Levied by the Vendor upon the Vendee to keep the material / machinery / labour hutments outside the boundary of the said plot. The Vendee only after the completion of all sorts of construction/finishing work by the Vendee and its contractor or the Said Plot, obtaining completion certificate by the Vendee from the competent authority removing labour hutments/ machinery /material from the site, will be entitled to take refund

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only of un utilized amount remained, if any after the Vendor has utilized the amount to reshape/ repair/ renovate such roads etc. and adjusting penalty amount out of security deposit kept with it. In case the expenses to reshape/repair/renovate such roads etc, and penalty amount are in excess of security deposit, The Vendee will further pay for the shortfall of amount to the vendor immediately upon the demand raised by the Vendor upon the Vendee.

15. That the Vendee undertakes to pay all requisite Charges/cess/property Tax or any other taxes etc. in respect of the Said Plot levied by Central or State Government, Ghaziabad Development Authority and Municipal/ civic Authorities including but not limited to Maintenance Charge/VAT/ GST. As the case may be.
16. That the Vendor is of the opinion that the present transaction (i.e. sale of developed plot) is covered under Entry 5 of Schedule. III of the CGST Act, 2017 and accordingly, no GST is applicable on the same. However, in this regard, it is clarified that if any liability of GST including interest and penalty thereon arises in respect of this transaction, the same shall be borne by the Vendee only.
17. That if due to any subsequent change in legislation/ Government order, 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 Plot/project, the Vendee would be liable for the same as his / her/their own costs initiatives and expenses, However in the event, any such liability is fastened on the vendor for any reason or by operation of any Law or rules, the same shall be reimbursed by the Vendee within 15 days of receipt of appropriate demand Notice or information from the vendor in that regards on pro rata basis, as may be determined by the vendor.
18. The vendee has physically visited the Said Plot from time to time and, as such is aware of the facilities available in respect of the Said Plot. Upon being satisfied, the vendee hereby accord his satisfaction to the same. The Vendee has taken the possession thereof and further undertakes not to dispute this position at any subsequent stage as the vendee has purchased the Said plot on as is where is basis :
19. 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 Plot.

Vendor

Vendee

Through its authorized Signatory

20. That, the Vendee will be entitled to sell the Said Plot as per his Choice in accordance with the applicable laws only and after obtaining NOC from the Maintenance Company/Agency. That it will be the duty of the Vendee and the subsequent purchasers to intimate about the particulars of the subsequent purchasers to the Vendor within 30 days of every subsequent sale of the said Plot.
21. That the Vendee and the Vendor both have agreed and declare that the Said Plot sold under these present being one earmarked and is an independent plot of land having independent entry and exit.
22. That the Said Plot is restricted to residential use and the Vendee is bound to use the said Plot for the purpose intended. The Vendee shall not use the Said Plot or permit it to be used for purpose other than residential.
23. That it is clarified and accepted by the both parties hereto that Vendee may arrange power back up for the said Plot at his/her/their own initiatives costs and expenses, as permitted under the Law, if he/she/they so desire.
24. That the vendee shall be henceforth responsible and liable to pay, the charges regularly to the Maintenance Company/Agency/ Government Agency(ies) for civic facilities & amenities available for /around the said plot and for Maintenance Services providing Agency(ies)/ Government Agency(ies) around the Said Plot at the rates fixed by the Said Maintenance Company/Agency /Government agency(ies), as the case may be, from time to time.
25. That it has been agreed among the parties that safely disposal of the household waste/garbage/unwanted material /byproducts out of the use products generated from the use and occupation of the Said Plot products generated from the use and occupation of the Said Plot on day to day basis or otherwise, shall be the exclusive responsibility of the Vendee at his/her own efforts and expenses.
26. The Vendee and Vendor have further agreed that the interest free Maintenance Security lying with the Vendor/its Maintenance Company/Agency shall be retained by the Vendor /its Maintenance Company/Agency to ensure timely payment of the maintenance charges by the Vendee/ subsequent buyers of the Said Plot. In addition, if the recurring maintenance charges are not paid by the Vendee within the stipulated period for two consecutive months, in that case the Vendor/its Maintenance Company/Agency would have a right to recover the overdue charges together with interest @ State Bank of India Prime Lending Rate (SBI PLR) Plus 2% per annum (rate applicable at the time of payment of interest) on delayed

Vendor

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amount as well as the deficit amount of IFMS from the Vendee or his/her successor through the process of Law with litigation expenses and the Vendor/its Maintenance Company/Agency would have the first Charge over the Said Plot to the extent of such overdue amount.

27. That all letters circulars and notices issued by the Vendor shall be dispatched to the Vendee at the address of the Said Plot through courier/ speed post/registered post/by hand and the proof of dispatched shall fully and effectually discharge the vendor from the burden. However, the Vendee shall send all correspondence notices, etc to the Vendor at the Registered Office of the Vendor through Regd. Post/by hand.
28. That the Vendor shall have the right to recover any increased amount of compensation/cost payable to the Ghaziabad Development Authority or any other authorities and/or farmers/ land owners in future on account of decisions of the competent courts/tribunals/government for the land purchased by the developer from farmers and the same shall be recoverable from the Vendee on pro-rata basis as and when intimated to them. This amount shall also include the cost of litigation incurred by the Vendor and /or the Ghaziabad Development Authority.
29. 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 will be directly or indirectly benefited/affected) are levied on the Vendor, the Vendee shall pay/reimburse on demand, the proportionate charges of such infrastructure on pro-rata basis to the Vendor, if so imposed by the Government Authority, as and when called upon by the Vendor as both the parties hereto agree that the Said Plot is sold on the basis of prevailing negotiated price only and without considering the future liabilities in respect of the Said Plot.
30. That the parties shall abide by the laws, bylaws, rules and regulations of the Ghaziabad Developments Authority/Local bodies and the law of the land, as may be applicable to the respective party and the concerned party shall also be responsible for all deviations violations or breach of any of the conditions of prevailing laws, bylaws, rules and regulations.
31. That both the parties have executed this Sale Deed after having acquired full knowledge of all the laws and notifications and rules applicable to the Said Plot and the area.
32. That the Vendee hereby indemnities and hold harmless the Vendor against all or any losses suffered or likely to be suffered by the Vendor due to illegal act or omission of the Vendee or

Vendor

Vendee

Through its authorized Signatory

the occupant of the Said Plot. Which is forbidden in law or otherwise attracts penal provisions of Law or creates any civic liability qua the third parties or effects the legal rights of the Vendor in any manner.

33. That the Vendee will enjoy the Said Plot in peace and harmony with the occupants/owners of the other properties situated in the surroundings areas of the Said Plot.
34. The Vendee has understood and agrees that inaction on the part of the Vendor to enforce at any time or for any period or time, the provisions hereof shall not be constructed to be waiver of any provision or right thereof to enforce each and every provision in general.
35. 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 confirm to applicable law but this Sale Deed with remaining provisions shall remain valid, binding and enforceable
36. That both the parties hereby declare that they have no claim of whatsoever nature against each other upon execution of this sale deed, except as envisaged in the present Sale Deed.
37. That any dispute arising out of this Sale Deed, the construction of any provision of this Sale Deed or the rights, duties, obligations or liabilities of the parties hereto, shall be referred to the decision of a sole Arbitrator, to be appointed by the managing Directors/any of the directors of the Vendor. The arbitration proceedings shall be governed by the prevailing rules and provision and Arbitration and Conciliation act 1996 including any amendment/modification thereof, The venue of arbitration shall be at Delhi only and the award of the arbitration shall be rendered in English language. The award of the arbitration shall be final and binding on the Parties The Vendor and the Vendee will continue to perform such of their respective obligations even during the arbitration proceedings that do not relate to the subject matter of the dispute, without prejudice to the final determination thereof.
38. That both of the 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.

Vendor

Vendee

Through its authorized Signatory

**IN WITNESSES WHEREOF, ALL THE PARTIES HAVE PUT HEREIN THEIR
RESPECTIVE HANDS ON THIS SALE DEED IN PRESENCE OF THE FOLLOWING**

FOR AND ON BEHALF OF THE VENDOR

VENDEE

AUTHORIZED SIGNATURE

WITNESSES :

1. NAME : _____

S/W/D of Shri : _____

ADDRESS : _____

2. NAME : _____

S/W/D of Shri : _____

ADDRESS : _____

Vendor

Vendee

Through its authorized Signatory

Schedule “A”

Layout Of Plot

Vendor

Vendee

Through its authorized Signatory