

Stamp: Rs _____/-

SALE DEED

Nature of Land :
Pargana :
Mohalla :
Detail of Property :
Flat No. :
Category of Flat :
Built-up Area _____ M²
Carpet Area _____ M²
Road :
Type of Property : Residential
Construction Year : New
Consideration : Rs. _____/-
Valuation : Rs. _____/-.

BOUNDARIES OF THE PROPERTY

NORTH ;
SOUTH :
EAST :
WEST :

Name of Seller _____, a
company incorporated under
the Companies Act, 1956

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having its registered and corporate office at Plot No _____ which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its respective successors-in-interest and assigns, of the **FIRST PART**

Name of : Mr. _____ son of Purchaser _____ resident of -

THIS SALE DEED is executed at _____ on this day of 2024.

BY

_____, a company incorporated under the Companies Act, 1956 having its registered office and Corporate office at Plot _____ which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its respective successors-in-interest and permitted assigns, of the **FIRST PART**;

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IN FAVOUR OF

Mr./Mrs _____ **son/wife/daughter of Mr.** _____
resident of - _____ hereinafter
referred to as the **“PURCHASER(S)”**, which expression shall,
unless it be repugnant to the context or meaning thereof, mean
and include his/her/their respective legal heirs, executors,
administrators, legal representatives and assigns, of the **SECOND**
PART;

WHEREAS:

- A. _____ is the absolute and lawful
owner of _____ Uttar Pradesh, having
area of _____ square meter (herein **“Said Plot”**) *vide* Sale
deed dated _____ registered as documents no. _____ at
the office of the concerned Sub-Registrar (Saharanpur)
- B. The Commercial Building comprises of shops, commercial
area, Cinema hall, Food court, semipublic facility etc. The
commercial building is being developed by _____

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- C. The Promoter is now developing a Commercial Building under the name of _____ ("**Project**") on the Said Plot. The Project is comprising of _____ floors having _____ number of floor which are duly approved by Greater _____ Development Authority vide Permit no Group _____ dated _____.
- D. The Purchaser named above, applied to the _____ for allotment of a Flat /Unit No bearing No. _____, Type/Category _____, Block no _____ having aCarpet area.....sq mtrs (_____Sqft), Balcony area _____sq mtrs (_____Sqft) and External wall area _____sq mtrs (____ Sqft) on the _____ floor (hereinafter referred to as "**Flat**"), situated in the Project falling within the Township. Pursuant whereof the Flat was allotted to the Purchaser together with the right to use the common areas & facilities of the Project including all easementary rights attached thereto, for the consideration and on the terms and conditions contained in the Agreement for Sale dated _____(hereinafter referred to as "**Agreement for Sale**").
- E. The Purchaser has confirmed that he/she is fully satisfied in all respects with regard to the right, title and interest of the Seller in the Project/Township/Flat and has

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understood all limitations and obligations of the Seller in respect thereof.

- F. The Purchaser has paid the entire sale consideration as per the terms of payment plan contained in Agreement for Sale in respect of the Flat. The Purchaser through physical inspection of Flat has satisfied himself/herself/themselves with the workmanship, quality of construction, material fixture and fittings provided in the Flat and as such the Seller is now executing the present Deed of sale and transfer of the Flat to the Purchaser in terms hereof.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:

1. That in pursuance of the Agreement for Sale and in consideration of the amount of **Rs. _____/- (Rs _____ Only)**, paid by the Purchaser, the receipt whereof the Seller hereby admits and acknowledges, and the Purchaser agreeing to observe and perform the terms and conditions herein contained and as contained in the Agreement for Sale, referred in the recitals hereinabove, and undertaking to pay such further amount, as may at any time hereto after become payable in terms hereof. The Seller, by virtue of this Sale Deed doth hereby sell, convey, assure, assign and transfer to the Purchaser the Flat, more particularly described in Schedule-1 hereunder written, and for greater clarity delineated on the

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plan attached hereto, together with the right to use the common areas & facilities of the Project including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the Flat, to have and to hold the same unto and to the use of the Purchaser absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants herein contained.

2. That the vacant and peaceful possession of the Flat is being delivered to the Purchaser to his/her/their full satisfaction simultaneously with the signing of this Sale Deed. The Purchaser confirms having satisfied himself/herself/themselves as to the area / dimensions / cost & allied charges, quality and extent of construction / specifications/various installations like electrification work, sanitary fittings, water and sewer connection etc. in respect of the Flat.
3. That the Flat hereby sold, conveyed and assured under this Deed is free from all encumbrances, liens or charges except those created on request of the Purchaser to obtain loan for purchase of the Flat, transfers, easements, liens, attachments of any nature whatsoever and the Seller have unencumbered, good, marketable and transferable rights / title in the Flat to convey, grant, transfer, assign and assure the same unto the Purchaser in the manner aforesaid.
4. That the Purchaser shall get exclusive possession of the built-up area of the Said Flat i.e. covered area, areas of

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balconies, lofts, cupboards and projections. The Purchaser shall have no right, interest or title in the remaining part of the Project /Township. The right of usage of the common areas and facilities of the Project is subject to the covenants herein and upto date payment of all dues. The Purchaser shall have no claim, right, title or interest of any nature whatsoever, in the facilities and amenities to or in the rest of the Project /Township, except right of usage, ingress/egress over or in respect of all common areas & facilities of the Project. The use of such common areas & facilities within the Project /Township shall always be subject to the covenants contained herein and up to date/ timely payment of maintenance charges dues etc, & or allied charges as may be levied from time to time for any other service (s)/facilities to be provided for common use.

5. That the Purchaser acknowledges that the Carpet Area of the Flat is computed as per the provision of the Real Estate (Regulation and Development) Act, 2016.
6. The Purchaser acknowledge and accepts that though the Project is an independent, self- contained project but it is integral and indivisible part of the Township, as such for some its infra/trunk services are dependable upon the infra/trunk services of Township and he/she shall not raise any claim/dispute in case of inadequate support of infra/trunk services of Township.
7. That the Purchaser shall not raise any construction temporary or permanent in the balconies/terraces/open

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spaces (if attached to the Flat) or make any alteration or addition, otherwise than provided in the Flat.

8. That the Purchaser may undertake minor internal alterations in the Flat with the prior written approval of Seller. The Purchaser shall not be allowed to effect any of the following changes/alterations:

1) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of any part of building, wherein Flat is located/adjacent property. In case damage is caused to building, wherein Flat is located / adjacent property or common area, the Purchaser shall without demur get the same repaired at his/her/its own cost and expenses.

2) Changes that may affect the facade of the Flat (e.g. changes in windows, tampering with external treatment, changing the paint color of balconies and external walls, covering of balconies and terraces with permanent or temporary structures, hanging etc.)

9. That the Flat shall not be subjected to partition or subdivision at any stage of time by the Purchaser or any person claiming through the Purchaser, which shall however be transferable as an interest incidental to the super structure transferred hereby. This condition shall be applicable on subsequent transferee(s) as well.

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10. That the Purchaser for the purpose of availing the Maintenance Services in the Project /Township executed a maintenance agreement with Seller or any other body as may be appointed/nominated by Seller for the maintenance and upkeep of the Flat /Project /Township (herein '**Maintenance Agency**'). The Purchaser agrees to abide by the terms and conditions of the Maintenance Agreement and to promptly pay all the demand/s, bills, and charges as may be raised by Seller /Maintenance Agency from time to time. Default in payment towards the maintenance bills, other charges on or before due date, shall entitle the Seller /Maintenance Agency to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement.
11. That the security & maintenance personnel are meant for management of affairs of the Project and safety, security and maintenance of equipments/plant & machinery installed for the common areas and facilities in the Project. In no case the Seller/Maintenance Agency/security personnel shall be responsible for safety & security of property/belongings of the Purchaser in the Flat and his/her/their visitor. The safety and security of property/belongings of the Purchaser and his/her/their visitor shall be sole responsibility of the Purchaser.
12. That the Project is integral part of Township, as such he/she may have to pay some proportionate maintenance charges

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for maintenance and management of master infra/trunk services of the Township as and when demanded.

13. That the Purchaser shall be liable pay any incremental in external development charges/development fee/charges including but not limited to Bandha charges, City development charges etc which may be levied or imposed by the competent authority from time to time. The Seller while raising a demand on the Purchaser for increase in external development charges/development fee, Bandha Charges, City Development Charges, cost/ charges etc imposed by the competent authorities shall enclose the said notification/ order/ rule/ regulation/justification/notice etc to that effect along with the demand letter.

14. That the Purchaser shall from time to time and at all times, pay directly to the Seller, local or statutory authority, (as the case may be) all rates, taxes (including but not limited to municipal tax, property tax, water charges, sewerage tax), charges and assessments of every description which are assessed, charged, levied or imposed now or may be levied, imposed in future or retrospectively upon the Project / Flat hereby transferred.

So long as each flat shall not be separately assessed for the taxes, charges etc. the Purchaser shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, on pro rata basis, to the Seller/Maintenance Agency

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15. That the Purchaser shall himself/herself/itself apply and bear all cost, securities & expenses for obtaining service connections like telephone, electricity and other utilities including security deposit for sanction and release of such connections without causing damage to the facade of Flat or inconvenience to the tenant(s)/occupant(s) of the Project /Township/ neighborhood. Seller has provided power back to the Flat through a separate metering system. The Purchaser shall pay proportionate running cost of power back up system at such rates, taxes, levies, service charges etc., as may be determined by EIBPL/Sellers/ Maintenance Agency.
16. That the Purchaser shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Flat hereby conveyed to any person(s) provided that the Purchaser shall prior to selling/transferring the Flat shall obtain a No Objection / No Due Certificate as regards clearance/payment of outstanding maintenance charges/other dues from Seller or the Maintenance Agency and make payment of such administrative charges to Seller as may be prescribed in this regard. In case Flat is sold/transferred without seeking NOC from Seller / Maintenance Agency any amount due towards maintenance shall be payable by the subsequent transferee.
17. That the Purchaser, whenever transfers the Flat in any manner whatsoever, all the terms and conditions Agreement

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for Sale, maintenance agreement, possession documents and this deed shall be mutatis mutandis applicable and binding upon the transferee(s), and he/she/ they shall be liable and answerable in all respects thereof.

18. That the Purchaser shall a) use the Flat for residential purpose and shall not carry on or permit to be carried on, in the Flat any trade or business whatsoever or to do or suffer to be done therein any act or thing whatsoever which in opinion of the Seller may be a nuisance, annoyance or disturbance to the other owners of the Project and persons living in the neighborhood.

(b) abide by all the directions, rules and regulations made by the Seller/Maintenance Agency/Competent/Municipal authority now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as it affects the health, safety or convenience of other inhabitants of the Project.

19. That the storage spaces, car parking space, private lawn/side terraces/ roof terraces of the Project are Independent Area and the common areas (open and covered) of commercial apartment /convenient shopping are Limited Common Areas within the meaning of U.P. Apartment (Promotion of Construction, Ownership & Maintenance Act), 2010 and the Purchaser shall not raise any dispute, claim against Seller in this regard in any manner, whatsoever. The right, interest and ownership of the commercial apartment /convenient shopping as well as Car parking Space situated

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in the Project shall vest with the Sellers and the Purchaser shall not have any right to interfere in the manner of booking/allotment/sale/allocation of the same in any manner, whatsoever.

20. That Seller or their nominee shall have absolute right to operate/run the Club/community facilities situated within the Project along with its fixtures & fitting and equipments etc on such terms it deem fit and proper till the time same is not handed over to the Residents' Welfare Association of allottee/s of the Project.
21. (a) That all the facilities and amenities in the Project will be developed/provided in phases. The completion of construction/provision of all these facilities/amenities may go as long as the completion of the entire Project and therefore any/all these facilities/amenities may not be available at the time of handing over possession of the Said Flat hence no dispute, claim etc shall be raised by Purchaser in this regard.
 - (d) The Purchaser shall not encroach on any common area & stairs etc of the Project and shall also have no right to use the facilities and services not specifically permitted to be used. Any encroachment upon balcony(s), common area & like lobby, corridor, stairs etc. shall be unauthorized & be liable to be removed by the Seller/Maintenance Agency or the resident association at the cost of the Purchaser.
21. That one Car Parking Space is allocated/attached with the Flat and the Purchaser shall park his/her vehicle in the

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attached/allocated parking space and no construction of whatsoever nature shall be allowed to be made on the parking space.

22. That the Purchaser shall insure the Flat including the contents lying therein at his/her/their own cost and expenses. The Purchaser shall not keep any hazardous, explosive, inflammable material in the Said Flat. The Purchaser shall always keep Seller or Maintenance Agency or resident association/society harmless and indemnified against any civil or criminal liability in respect of the aforesaid.
23. That EIBPL/Seller has provided/made provisions for basic internal services like internal electrification etc. However, these services are to be joined with the external services to be provided by GNA, & other local bodies. The Purchaser acknowledges and confirms that the time frame, and quality of infrastructure facilities to be provided by the Government of Uttar Pradesh/ _____ Authority Development Authority /other Competent Authority (ies) in the Project are beyond the control of the Seller and the Purchaser agrees not to raise any claim or dispute against the Seller in respect of the infrastructure facilities as aforesaid to be provided by the public agencies. Further, the Purchaser explicitly acknowledge and accepts that any lack in performance of the internal services viz sewer, drainage etc within the Project caused by lack or inadequate support of the external services viz nala, trunk sewer etc to be provided by Local

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authorities/public agencies shall not be Seller /Maintenance Agency's responsibility.

24. That the Purchaser shall indemnify and hold the Seller harmless against any/all actions, proceedings, third party claim/s or any losses, costs, charges, penalties, expenses or damages incurred and suffered by or caused to the Seller / Maintenance Agency / other occupants of the Project , by reason of any breach, non-observance, non-performance of the conditions contained herein and/or due to non-compliance with any rules & regulations and/or non-payment of municipal taxes, levies, charges and other outgoings.
25. That all the expenses for execution and registration of this deed have been borne & paid by the Purchaser.
26. That the Flat hereby is super structure situated in a Project has newly been constructed is in exclusive possession of the Seller prior to the execution of sale deed. The Flat transferred herein is for residential use situated at floor having M² of built-up area. The valuation whereof @ Rs. _____/- per M² of built up area works out to be Rs. ____/-.

That the total area of the land involved in the Project is M² and the total built up area of the Project is _____M² and the built up area of the Said Flat is hereby transferred is _____sq M², therefore, the Purchaser shall be having proportionate and undivided interest in ... M² of the land. The valuation whereof @

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Rs.____/- M² of the land area works out to be Rs.....
on addition of% extra of being situated on road Mtr
wide. The valuation of the proportionate land works out to
Rs /-

Now on adding the valuation of the built up area and the
proportionate land area the total valuation of the Flat is
hereby transferred works out to Rs._____. The Flat being
situated on Floor, therefore, on availing a discount of %.
The total valuation of the Flat is hereby transferred works
out Rs..... The sale consideration of the property is
Rs..... Thus the valuation/sale consideration is the
highest value for the purpose of payment on stamp duty on
which a sum of Rs.....has been paid by the Purchaser as
stamp duty.

SCHEDULE OF PROPERTY

____ Authority

Unit No. situated on ... floor of Tower No. at
Commercial Plot No._____ Development
Authority along with proportionate and undivided interest in
..... M land underneath and appurtenant to the Project more
specifically demarcated in the plan bounded as under:

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EAST -

WEST -

NORTH -

SOUTH -

In witness whereof, the Seller have put its respective signatures and executed this deed of transfer the purchaser on the day, month & year first above written.

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