

BRIEF PARTICULARS OF SALE DEED/CONVEYANCE DEED

- | | | | |
|----|-----------------------------|---|---|
| 1. | Type of Land | : | Residential Integrated Township |
| 2. | Pargana | : | Dasana |
| 3. | Mohalla / Village | : | Mehrauli, Ghaziabad |
| 4. | Description of the Property | : | Plot No. -----,
situated in the Residential Integrated
Township ----- Village Mehrauli,
Pargana Dasana, Tehsil & District
Ghaziabad, (hereinafter referred to as the Said Plot) |
| 5. | Total Area | : | ----- Sq mtrs |
| 6. | Status of Road | : | ----- Metre wide road |
| 7. | Circle Rate of the Plot | : | Rs -----/-p. sq. meter |
| 8. | Consideration | : | Rs -----/- |

SALE DEED FOR Rs. -----/-

STAMP DUTY PAID Rs. -----/-

STAMP DUTY @ 7% AS PER NOTIFICATION ORDER NO. SV.K.N. – 5 – 2756 / 11- 2008 – 500 (1165) / 2007, LUCKNOW, DATED 30.06.2008 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG – 5, LUCKNOW. ALONGWITH 1% REDUCTION IN STAMP DUTY FOR WOMAN UP TO THE VALUE OF RS. 10,00,000/-.

THIS **SALE DEED** is executed at Ghaziabad on this -----th day of **March 2019**,

BETWEEN

1. M/s -----, a private limited company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at -----, through its authorised signatory **Mr.** ----- S/o Shri ----- R/o -----, duly authorized 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, mean and include its successors-in-interest and assigns, of the **ONE PART**.
(PAN-----)

AND

2. **Mr.** ----- S/o Shri ----- R/o -----, hereinafter referred to as “**VENDEE**”, which expression shall, unless it be repugnant to the context or meaning thereto mean and include their respective legal representatives, legal heirs and assigns, of the **OTHER PART**.
(PAN-----)

WHEREAS

- A. After getting the lay-out / building plans sanctioned from the Ghaziabad Development Authority (GDA), the Vendor are in the process of developing the Land for setting up / constructing a Residential Township thereon, named as '-----' Village Mehrauli, Pargana Dasna, Tehsil & District Ghaziabad, hereinafter referred to as the 'Said Township', comprising of several Plots, Houses, Villas and commercial sectors/ facilities in accordance with the permissions/ sanctions/ licenses obtained from the concerned Regulatory Authority.
- B. The Said Township is planned in an area of ----- acres whereas the developer is in possession of ----- acres and balance ----- acres is to be provided by GDA/Competent Authority. It is clarified that township facilities as per DPR/ Layout plans i.e. Hospitals /Schools/Community services etc. are subject to availability of aforesaid ----- acres land to be provided by Ghaziabad Development Authority/ Competent Authority.
- C. The Vendor offered for allotment and sale of Plots in the Said Township. The Vendee had agreed to purchase a **Plot bearing No. ----- having an area of ----- Sq. Mtrs. (----- Sq. yard)**, in the Said Township along with all easementary rights attached thereto for an agreed consideration and in accordance with the terms and conditions as contained therein.
- D. The Vendee, having paid the total consideration to the Vendor, is entitled to get the sale deed executed and registered in his/her/their name(s), in respect of the Said Plot, 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 is 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/she/they may be at any time hereafter become liable to pay in terms of this Sale Deed, the Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee the Said Plot, as more fully described in Schedule "A" given hereunder, and for greater clarity delineated on the plan attached hereto, alongwith all rights and easements whatsoever necessary for the enjoyment of the Said Plot. To have and to hold the same unto and to the use of the Vendee and his/her/their successors-in-interest and assigns. heirs, executors, administrators, absolutely and for ever subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter contained and each of them.
- 2. 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 housing 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.

That The Vendee/s has/have desired that the Said Plot of land be now transferred to her/him/them and the vendor has agreed to the same. and There is no construction on the said Plot. The Vacant and peaceful possession of the Said Plot hereby sold has been delivered by the vendor to the vendee and the vendee has satisfied himself.

That the construction on Said plot shall be strictly in accordance with the maps/drawing duly approved by the Vender subject to building bye laws and guidelines of the competent statutory authority. The Vendee undertakes to complete the construction of the said plot within 12 months form the execution of this Sale Deed.

3. That in case the Vendee has availed of a loan facility from his employer or financing bodies to facilitate the purchase of the Said Plot, then in that case (a) The terms of the financing agency shall exclusively be binding and applicable upon the Vendee only, (b) The Vendee shall alone be responsible for repayment of dues of the financial institution/agency alongwith interest / penalty accrued thereon or any default in re-payment thereof.
4. That the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project / Said Township, rules framed by the Vendor and / or the nominated maintenance agency (Facilities Management Agency / FM Agency) and all laws, bye-laws, rules and regulations stipulated by Ghaziabad Development Authority and/or the Municipal, Local and other Government or Statutory bodies
5. That the Vendor doth hereby covenant with the Vendee that the interest, which the Vendor hereby profess to transfer is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the Said Plot unto the Vendee in the manner aforesaid free from all encumbrances. The Vendor 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 Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the Said Plot hereby conveyed to the Vendee on account of any defect in the title of the Vendor, the Vendor shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Plot by the act of default, omission or commission of the Vendor and to make good the losses suffered by the Vendee thereby, and in such case, the Vendee shall have no right, title or interest or claim in any other property in the Said Township.
6. 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 hereinabove. However, if any additional charges, levies, rates, taxes, demands etc. including service tax, VAT / Works Contract Tax, Metro Cess, development charges for the provision of peripheral and / or external services or for any other reason attributable to the Said Plot / Said Township are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of Said Plot and be payable by the Vendee failing which the Vendor shall have first charge / lien on said Plot for recovery of the same.
7. The Vendor, has agreed to organize operation, upkeep and maintenance of various services and facilities in the Township for the initial period of two years, through its nominated Maintenance Agency (Facilities Management Agency / FM Agency) vide Complex Maintenance & Management Agreement to be executed between the Vendor, Vendee & nominated Maintenance Agency on completion of construction or one year from the execution of this sale deed whichever ever earlier. The Vendee has undertaken to deposit with the Vendor a Interest Free Security for Facilities Management (IFSFM) deposit and Two Years Advance Maintenance Charges (AMC) towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges etc. as per the terms of the said Complex Maintenance & Management Agreement. The Vendor shall organise the operations and maintenance of services and facilities through its nominated maintenance agency that shall be entitled to disconnect the said services and facilities including the electricity supply & power back-up in the event of default or delay / default in payment of said maintenance charges by the Vendee.

The Vendor/ FM Agency shall handover the Township Maintenance and Management to the Owner Resident Association/ Society when formed or after expiry of initial period of two years whichever is later as the case may be. The Vendee promises, agrees and undertakes to become member of such Owners Association / Society and to pay membership fee on its constitution / formation as per its bye-laws.

8. The Vendee is liable to pay recurring maintenance charges as determined by the Vendor/Maintenance Agency, irrespective whether the Vendee is in occupation of the Plot or not, within a period of 7 days of demand. The Vendor/Maintenance Agency reserves the right to enhance Interest Free Security for Facilities Management (IFSFM) Deposit and the maintenance amount payable by way of one time, annual or monthly charge. In case of delay in payment of such charge interest @ 18% per annum shall be charged for the period of delay. In case of failure of the Vendee to pay the maintenance bill, other charges on or before the due date, the Vendee is permitting the Vendor/Maintenance Agency to deny him/her/them the maintenance services that may include disconnection of water/sewer, power/power back-up and to debar from usage of any or all common facilities within the Project. The Vendor may also, apart from other remedies open to it, restrict or object to the transfer of the Said Plot by the Vendee.
9. In case of continuous failure of the Vendee to pay the maintenance charges, the Vendor / Owners Association / RWA/ Maintenance Agency, as the case may be, shall have the right to adjust the amount of outstanding maintenance charges alongwith interest accrued thereon from the IFSFM Deposit kept with it.
10. That the Vendee has reimbursed/agreed to reimburse to the Vendor such charges as demanded / may be demanded separately for making arrangements for providing sewerage, water and electricity connections etc. to the Said Plot from the peripheral services / connections provided by various authorities to the Township at a single point. The Vendee has also agreed and undertaken to pay electricity consumption charges to the Vendor or its nominated agency for supply of electricity to the Said Plot from Single Point Supply provided to the Said Township by UPPCL/PPVNL or any such authority. The supply of the electricity shall be liable to be disconnected, if the bills for the same are not paid in the specified time and in the event of any unauthorized Extension to the installation or of any unauthorized increase in the contracted demand or sub-letting by the Vendee.
11. That the Vendor may provide power back-up system to each Plot and to the common services/facilities in the Project. The Vendee shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendee through the power supply and proportionate running cost of power back-up system over and above the general maintenance charges, electricity consumed through the power back-up system at such rates, taxes, levies, service charges etc., as determined by the Vendor/nominated Facilities Maintenance Agency failing which supply of electricity through mains or power back-up can be discontinued by the nominated Facilities Maintenance Agency.
12. That the maintenance of the Said Plot including all walls and partitions, sewers, drains, pipes, attached lawn shall be the exclusive responsibility of the Vendee from the date of the possession / deemed possession. Further, the Vendee will neither himself do not permit anything to be done which damages any part of the adjacent unit(s) etc. or violates the rules or bye-laws of the Local Authorities or the Owners Association / Residents Association.
13. That the Vendee is not permitted to use the lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties etc. If any common space is provided in any Building / Club for organizing meetings and small functions, the same may be used by the Vendee on payment of such charges as may be fixed by the FM Agency from time to time.
14. That the Vendee's right to use of the common areas and facilities within the Said Township shall be subject to timely payment of Complex Maintenance & Management (CMM) Charges including contribution to Sinking Fund / Capital Equipment Replacement and Repairs Fund and any other charges as billed by the FM Agency and performance by the Vendee of all his obligations under the Tripartite Complex Maintenance & Management Agreement executed

between the Vendor, Vendee and FM Agency. So long as the maintenance and other related charges / contributions are paid regularly, as provided in these presents, the Vendee or anyone else lawfully claiming under him shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Vendee has deposited IFSFM, it shall not be open to the Vendee to claim usage of any rights of the common facilities and that the Vendor / FM Agency / Owners Association, in its sole discretion, shall be entitled to effect disconnection of services to defaulting Vendee(s), which may include disconnection of water, power and power back up connections and deny usage of any or all-common facilities within the Said Township. The usage of such common facilities shall be restored as soon as the breach is rectified by the Vendee.

15. The Vendor and/or FM Agency and their authorized staff and workmen shall always have the right to enter into and upon the Said Plot or any part thereof at all reasonable hours to set right any defect in the Said Plot or the defects in the Plot adjoining the said Plot and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc. and the Vendee covenants and agrees to permit them to do so. Any refusal by the Vendee to allow such entry into or upon his Plot or any part thereof will be deemed to be a violation of this Deed and violation of right of easement and right of usage of common services and facilities of other Plot owners and the Vendee shall make himself liable for legal actions for said violation.
16. It is made clear that the Complex Maintenance & Management of the said Township shall be organized by FM Agency through various outside outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the Vendor and / or FM Agency will be limited only to the extent of supervision to the best of its abilities subject to human limitations and shortcomings, that the operation and functioning of these agencies is in conformity with the agreements / arrangements entered into with them and to change any agency if its performance is not satisfactory.
17. The Watch & Ward Security of the Township shall comprise of general security of the Township. The responsibility of providing Watch & Ward Security services to the Said Township shall be entrusted to some outsourced Security Agency. The FM Agency and the security agency will be entitled to regulate entry into the Township. The security agency may not guarantee or ensure full proof safety and security of the Said Township or Vendees residing in the said Township or their belongings and properties It is made clear and agreed by the parties herein that neither the Vendor nor the FM Agency shall have any financial / criminal liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime / mishap / accident occurring in the said Plot/ Building/Said Township or any part or portion thereof due to any lapse / failure / shortcoming on part of the staff of the security agency and / or the Vendor / FM Agency.
18. The Vendor and the FM Agency shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, originating from the Plot of the said Vendee or other Plot/ Common Areas of the said Township. The Vendee Shall keep FM Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the FM Agency, the Vendor and other Plot owners of the Said Township or their family members or any other persons or their properties in this regard.
19. The Vendor and the FM Agency shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence and defaults of the aforesaid agencies in providing the stipulated / expected services. The Vendor and / or FM Agency shall not be liable for any default / deficiency in Complex Maintenance & Management of the said Township by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The Vendor and FM Agency shall also not be liable for any loss, damage or

physical injury which may be caused to the Vendee or his family members, domestic staff, guests or any other persons / visitors on account of any human error or fault on the part of the employees of FM Agency or the employees of the any of the outsourced agencies providing services to the Said Township or by reason of any circumstances beyond their control.

20. That the existing use of the Said Plot is residential and the Vendee undertakes to use the Said Plot for residential purpose only. The Vendee shall therefore not use the Said Plot conveyed herein for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to the Vendor and Owners/occupants of other Plots in the Township. In case of any violation the Vendor /RWA shall be free to take Legal action without giving notice.
21. That the Vendee shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax, Service Tax, Metro Cess or any other such taxes, charges, levies etc. which are imposed, levied or charged, under any law in force or that may hereafter be enforced, in respect of the Said Plot. So long as the Said Plot is not separately assessed for the taxes, duties etc. the Vendee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the Said Plot to the Maintenance Agency (FM Agency) or to the Vendor, who on collection of the same from owners of all the Plots in the Said Township will deposit the same with the concerned Authority.
22. That all the provisions contained herein and the obligations arising hereunder in respect of Said Plot / Building / Township shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and / or subsequent purchasers / transferees of the Said Plot. Whenever the right, title and interest of the Vendee in the Said Plot is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale deed and the Complex Maintenance & Management Agreement referred to elsewhere in this Sale Deed and he / she / they be liable and answerable in all respects thereof in so far as the same may be applicable to the effect and relate to the Said Plot.
23. That whenever the title of the Said Plot is transferred in any manner whatsoever it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency / FM Agency before affecting the transfer of the Said Plot failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency / FM Agency before occupying the Said Plot.
24. The Vendee shall not raise any construction temporary or permanent in or upon the Said Plot except in accordance with the design of the Vendor subject to the permission of the Competent Authority. The Vendee understands and agrees that in order to maintain symmetry and harmony in the Said Township it is necessary that the design of the Vendor shall be followed.
25. The Vendee shall not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design by causing any addition or alteration in the same or otherwise. Any such breach shall be treated as default and the same shall attract disconnection of common services and facilities.
26. The Vendee shall not keep on the Said Plot any hazardous, explosive, inflammable chemical/materials etc. which may cause damage to the building or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other Plot, in the Building indemnified in this regard.
27. That neither the owners / occupants of the Said Plot nor owners / occupants of other Plot will ever have any right to obstruct or cause obstruction or hindrance of any nature.

28. That the Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external façade of the Said Township 'or anywhere on the exterior or on common areas or on roads of the Project but shall be entitled to display their own name plate only at the proper place, provided for the Said Plot.
29. That the Vendee may transfer in any manner, the Said Plot only after obtaining a No Objection Certificate (NOC) from the Vendor and / or the Maintenance Agency as regards clearance / payment of outstanding maintenance charges and any other charges payable by the Vendee to the Vendor or the Maintenance Agency / the Residents Association / Society concerned with maintenance of common areas, facilities and services.
30. All the costs and expenses incidental to the preparation, execution and registration of this Deed including the payment of Stamp Duty and registration fee has been borne by the Vendee.

SCHEDULE "A" REFERRED TO HEREIN ABOVE

SCHEDULE 'A'

(Description of the Said Plot)

Description of the Said Plot conveyed to the Vendee

All that piece and parcel of the **Plot bearing No. -----, having an area of ----- Sq. Mtrs. (--- ----- Sq. yard)**, including all easementary rights attached thereto alongwith right of use to general commonly used areas and facilities earmarked for common use of all occupants within the said Township being part of the Residential Township named as 'Golf Links' Village Mehrauli, Pargana Dasana, Teshil & District Ghaziabad.

The aforesaid Plot is bound as under:-

EAST :-

WEST :-

NORTH :-

SOUTH :-

IN WITNESS WHEREOF the Vendor and the Vendee described hereinabove have signed sealed and executed this Sale Deed at the place and on the date, month and year, first above written.

SIGNED, EXECUTED AND DELIVERED BY

M/s -----

(Authorized Signatory)

VENDOR

VENDEE

WITNESSES :-

1-

2-

**Drafted by – Sanjeev Kaushik Deed Writer, Chamber No. 20, Tehsil Compound,
Ghaziabad**