

BRIEF PARTICULARS OF SALE DEED

- | | |
|--------------------------|---------------------|
| 1. Nature of Property | :- Residential Flat |
| 2. Ward/Pargana | :- |
| 3. Mohalla/Village | :- |
| 4. Detail of Property | :- |
| 5. Measuring of Property | :- |
| 6. Builtup/Covered Area | :- |
| 7. Carpet Area | :- |
| 8. Proportionate Land | :- |
| 9. Status of Road | :- |
| 10. Sale Consideration | :- |
| 11. Govt. Circle Rate | :- |
| 12. Stamp Duty | :- |

PARTICULARS OF VENDOR:-

M/s New Modern Buildwell Private Limited, (RERA Registration No- UPRERAPRM2781 Dated-26-07-2017) a company incorporated under the Companies Act, 1956, having its registered office at 819, Antriksha Bhawan, 22 Kasturba Gandhi Marg, New Delhi- 110001 acting through its authorized signatory _____ **son of** _____ R/o _____ duly authorized by the board's resolution vide dated _____.

PARTICULARS OF VENDEE:-

Mr. _____ (PAN _____ No. _____
_____) son (PAN _____ No. _____
_____) daughter of _____ both
resident of _____.

DETAILS OF PROPERTY:-

Flat No. _____ on _____ measuring Super area
_____ Sq. Feet i.e _____ Sq. Meter out of which carpet
area _____ Sq. Feet i.e _____ Sq. Meter and built up
area _____ Sq. Feet i.e _____ Sq. Mtr. Situated at
_____ & _____.

SALE DEED

This DEED OF SALE ("Sale Deed") is made and executed at
_____ on this _____ day of _____.

BETWEEN

M/s New Modern Buildwell Private Limited, (RERA
Registration No- UPRERAPRM2781 Dated-26-07-2017) a company
incorporated under the Companies Act, 1956, having its
registered office at Flat no. 819, Antriksh Bhawan, 22 Kasturba
Gandhi Marg, New Delhi- 110001 acting through its authorized

signatory **Mr.** _____ Authorized R/o _____ duly authorized by the board's resolution vide dated _____ (herein after referred as **"VENDOR"** and which expression shall, unless repugnant to the context, mean & include its successors-in-interest, representatives and permitted assigns);

AND

Mr. _____ (**PAN No.** _____) **son of**
Late _____ **and Ms.** _____ (**PAN**
No. _____) **daughter of Mr.**
_____ **both resident of**
_____ (hereinafter referred to as **"VENDEE"** which term shall mean and include all his, her, their heirs, legal representatives, executors, administrators and assignees, etc).

"Vendor" and **"Vendee"** are hereinafter individually referred to as such or as **"Party"** and collectively referred to as **"Parties"**.

RECITALS:

WHEREAS:

- A. The Vendor owns and is absolute possession of land admeasuring _____ hectares i.e. _____ Sq. Meter situated at Village _____, Tehsil and District- _____, _____ (**"Total Land"**).

- B. The Vendor had purchased the said land through different registered sale deeds and the name of the Vendor is duly mutated in the land revenue records. Thereafter, the Vendor has developed a residential project on the Total Land comprising of residential developments, commercial developments, common areas, common facilities etc. ("**Project**"). The Vendor and the Project are duly registered according to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder for the state of Uttar Pradesh ("**RERA**").
- C. The Vendee had approached the Vendor and expressed his desire to purchase Unit No._____, on the _____ of Tower-_____ along with _____ Parking space in the _____. The unit marked in the layout plan annexed herewith as **Annexure-A ("Said Property")**.
- D. The Vendor has agreed with the Vendee for the absolute sale of the said Property in favour of the Vendee for a sale consideration of **Rs.** _____/- **(Rs. _____ Only)** and the Vendee has also agreed to purchase the same on such terms and conditions as have been agreed between the Parties and recorded hereunder.

NOW THIS DEED OF SALE FURTHER WITNESSETH AS FOLLOWS:

1. The Vendee has already paid the entire sale consideration of **Rs.** _____/- **(Rupees _____ Only)** to the Vendor, the receipt of which the Vendor hereby admits and acknowledges and in

lieu thereof, the Vendor hereby conveys, transfers and assigns all title, rights and interests in the said Property together with rights of easements and appurtenances unto the said Property to the Vendee. The Vendee accepts and confirms the purchase of the said Property on the terms and conditions set out herein.

2. The Vendor hereby sells, conveys, transfers and assigns the said Property absolutely and forever with all rights, title and interests in the same, unto the Vendee who shall hereafter be the absolute owner of the same and shall enjoy all rights of ownership of the said Property.
3. All expenses that may be incurred in the execution and registration of this Sale Deed such as stamp duty, execution and registration fee and other incidental charges has been borne and paid by the Vendee.
4. The Vendor has, delivered and handed over the vacant, physical and peaceful possession of the said Property to the Vendee to have and to hold the same absolutely and forever, which is more fully and specifically delineated and described in **Annexure-A** annexed herewith, and the Vendee hereby confirms and acknowledges taking over the same to its complete satisfaction.
5. The Vendee has conducted and undertaken necessary due-diligence of the said Property/Project and has sought all clarifications and has perused and verified all the

documents in respect thereof and is satisfied that the said Property is free from all sorts of encumbrances, liens and charges etc.

6. The Vendor has paid all the taxes, cess, dues etc., as applicable on the said Property upto date of execution this Sale Deed.
7. All taxes, government rates, cess, charges or assessments whether levied now in future in respect of the said Property by the state and/or central government, municipal corporation, development authority or any other authority shall be borne and paid by the Vendee. If any charges, cess, taxes or levies are levied by the authorities on the Vendor in respect of the entire Project or the Total Land on which the Project is developed then the Vendee shall reimburse or pay the same to the Vendor on pro-rata basis as per the demands raised by the Vendor.
8. Upon taking possession of said Property, the Vendee shall be left with no claims against the Vendor as to any item of work, quality of work, material, area of said Property, installation, etc. in said Property or any other ground whatsoever and the Vendee confirms that he is fully satisfied with all the commitments given by the Vendor at the time of booking. However, any structural defect or any other defect in workmanship, quality or provision of services will be rectified or repaired by the Vendor or

appointed maintenance agency in accordance with the terms of the maintenance Agreement executed with the Vendee. It is hereby clarified that the liability of the Vendor or the maintenance agency, to make above specified rectifications or repairs shall be limited to rectification or repair of the said defect in terms of RERA.

9. The rights, titles, interests, easements, privileges, appurtenances, liberties, enjoyments and possessions are hereby transferred and shall subsist in favour of the Vendee absolutely and forever. The Vendee can get the said Property under sale mutated in its name in the records of competent authorities on the basis of the registered Sale Deed and the Vendor agrees to extend all assistance and co-operation as may be required by the Vendee in this regard.
10. The Vendor hereby declares and covenants with the Vendee that the said Property is free from all encumbrances, charges, prior sales, gifts, mortgages, liens, court attachments and litigations etc., and the Vendor has full power and absolute authority to sell the said Property to the Vendee absolutely and forever.
11. Save and except in respect of said Property hereby acquired by him, the Vendee shall have no claims, rights, title or interests of any nature or kind except the right of ingress and egress in respect of all or any of the common

areas, such as roads, lobbies, stair case, corridor, club, etc. The common areas, parks and roads as well as club shall remain undivided and neither Vendee nor any other person shall bring any action for partition or division of any part thereof and any covenant to the contrary shall be void.

12. The Vendor shall be entitled to obtain the refund of various securities deposited by it during or before construction of Project/ part thereof with various Government / Local authorities for electric, water and sewer connections, etc. without any claims or objections from the Vendee.
13. Any type of encroachment / construction in the entire Project/ part thereof including roads, lobbies, roof, etc. will not be allowed by any unit/apartment owner / association of the apartment owners.
14. The Vendor further declares and covenants with the Vendee that it will execute any further deeds of assurance to strengthen the title of the Vendee at the cost and expenses of the Vendee.
15. The Vendor shall indemnify the Vendee against any direct losses, damages, claims, cost, expenses, demands, liabilities etc., of any nature whatsoever that may be caused to or suffered by the Vendee due to any defect in the title of the Vendor to the said Property.

16. The Vendee hereby covenants as follows:

- (i) The Vendee hereby agrees to be a member of the society or association to be registered under the applicable laws or regulations that may be formed by all the flat owners of the entire Project / tower in the Project and the Vendee shall abide by all the rules and bye-laws of the said society or association.
- (ii) The Vendee shall pay to the society / association share of the amounts towards common service, insurance premium, taxes liveable on the entire Project/Tower _____ in the Project. Further, the Vendee shall pay the property tax, electricity meter deposit, electricity consumption charges and water charges of said Property etc., to the concerned authorities directly or to the Vendor / maintenance agency, as the case may be, regularly from the date hereof or date of possession or dated of deemed possession declared by the Vendor, whichever is earlier.
- (iii) The Vendee agrees and confirms that it shall be entitled to the exclusive use of parking space designated / reserved for the use of said Property's owner as described in **Annexure-A** annexed herewith. Such parking space shall be used together with said Property and usage of the same shall not be

allowed independent of the right to own / occupy said Property.

- (iv) The Vendee shall not at any time demolish said Property/ part thereof or any part of the tower/building in which the said Property is located including the common areas such as staircase, lift, drainage pipes, cables, water courses, gutters, wires and other conveniences necessary for proper utility of the building. The Vendee shall not make any additions or alterations or any new constructions of any nature whatsoever contrary to the building / structural plan for said Property or to any part of the tower/building in which the said Property is located. The Vendee shall not close the balconies/verandah or lounges or also shall not alter the exterior colour of the tower/ building in which the said Property is located. The design of the grills provided to the balconies as well as to the windows of apartments shall not be replaced with any other design so as to maintain uniformity in the appearance of the tower/ building in which the said Property is located.
- (v) The Vendee hereby agrees to keep the said Property as well as the partition walls, drains, drain pipes, water pipe lines and the appurtenances thereto in good condition so as to support shelter and protect all

parts of the tower/building and also for proper utility and occupation.

- (vi) The Vendee consents that he shall permit the sweepers / maintenance staff to enter in said Property / duct etc. for cleaning / maintaining / repairing of the pipes / leakage / seepage in the said Property or any other apartment/ unit in the tower or in the Project.
- (vii) The Vendee consents that he will make good / bear the expenses for repairing the toilets / bathrooms / any other part of said Property and painting thereof, damaged due to his negligence or wilful act. The Vendee further consents that for repairing any damages in the toilets / bathrooms / any other part of said Property caused due to his negligence or wilful act. The Vendee shall be responsible for any damage to any equipment in the Project, e.g. lift, firefighting equipment, motor panels, water pumps or any other item if it occurs due to his malfunctioning or wilful acts.
- (viii) The Vendee hereby agrees that in case of further sale / change in ownership of said Property a NOC from existing maintenance body is required for sale of the said Property for the clearance of maintenance dues / any other dues and the Vendee shall also comply with other terms as may be laid down by the Vendor

in this regard. Further, all the terms conditions of this Sale Deed, and any other documents executed in respect of the said Property shall be binding on the transferee of the said Property. In the event sale / change in ownership of the said Property is effected without NOC as mentioned above then all the dues will be payable by the transferee.

- (ix) The Vendee hereby agrees that the said Property shall always be used by the Vendee for residential purpose only. Any change in the said Property shall be treated as a breach of terms of this Sale Deed entitling the Vendor to take legal action against the Vendee and the Vendee shall have to compensate the Vendor for all other losses resulting there from. The Vendor shall not in any way, be responsible/ liable for any default / violation committed by the Vendee under any applicable laws, rules, regulations, guidelines etc. imposed by the concerned authority(ies) for not using the said Property for residential purpose and the Vendee shall keep the Vendor and maintenance agency indemnified in respect of the same.
- (x) The Vendee hereby agrees that he shall execute and enter into a separate maintenance agreement with the Vendor /maintenance agency in the prescribed format and shall also pay interest free security deposit, maintenance charges, replacement fund and

all other related charges/fess to the Vendor/maintenance agency as determined by the Vendor or its appointed maintenance agency from time to time as per the terms of the maintenance agreement and shall abide by all its terms and conditions.

- (xi) The Vendee has to obtain a NOC from the Vendor/ Maintenance Agency, as the case may be on Resale of Unit, and has to clear all his/her dues against maintenance, in scheduled manner as mentioned in Maintenance agreement. It is hereby clarified and understood by the Vendee that in the event the Vendee is desirous to sold his unit, the Vendee has to first clear the pending maintenance dues to the maintenance agency and the maintenance agency has the first right and lien interest regarding the same. It is hereby further agrees amongst the parties that in the event the Vendee wishes to sold his unit, the Vendor shall have the first right to purchase the unit for a purchase price as agreed amongst Vendee and the Vendor at the relevant time as per the terms and conditions decided at that time.
- (xii) The Vendee hereby agrees that the commercial and community areas of the Project including the club area are independent area declared by the Vendor as per applicable laws and the Vendor reserves the right

to operate and manage the same in the manner as it deems fit. Further, the club shall be owned, regulated and maintained by the Vendor and/or the entity appointed / nominated by the Vendor and to which the Vendee shall not raise objections. The Vendee further agrees and confirms that upon the club becoming functional he shall pay such amounts/charges to the Vendor/maintenance agency/management of the club at such intervals as prescribed by them for using various facilities in the club. Such usage charges shall be in addition to the sale consideration and other charges paid/ payable under this Sale Deed.

- (xiii) The Vendee hereby agrees to use the common overhead tank jointly along with other flat/ unit owners and undertakes to pay the water charges proportionately, if applicable.
- (xiv) The Vendee hereby agrees that he shall not use the said Property for any purpose which may cause nuisance or disturbance to the neighbouring occupants of the tower or the Project or any part thereof, nor for any illegal or immoral purpose.
- (xv) The Vendee shall not store in the said Property any explosive or goods of destructive nature which are likely to cause fire or explosion and also shall not store

heavy weight materials which may affect damage or destroy the structures of the tower or the Project or any part thereof.

- (xvi) The Vendee hereby acknowledges and agrees that the Vendor shall not be liable for any external development, which has to be developed including but not limited to sewerage, road, drainage pipes, cables, water courses, gutters, wires and other conveniences necessary for proper utility, by the concerned governmental authority.
- (xvii) The Vendee shall indemnify the Vendor from and against any actions, suits, claims (including third party claims) initiated against the Vendor and/or costs, damages, losses, penalties etc. suffered or borne by the Vendor on account of any of the following:
- a. acts or omissions of employees, agents, representatives of the Vendee; and/or
 - b. use of the said Property in contravention of the permissible use; and/or
 - c. breach of applicable laws and policies; and/or
 - d. breach of rules and regulations prescribed by the Vendor/its agencies; and/or
 - e. violation of terms of permissions, approvals and sanctions issued by the competent authorities; and/or

- f. non-payment of applicable charges, taxes, levies etc.
- (xviii) In case Vendee / association of owners / association of flats buyers to take over the maintenance of the Project at any time then in such case the following will be handed over to the new maintenance body / association of owners:-
 - a. All existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment with motors and motor room belongs to residential portion only.
 - b. Single point electric supply distribution system with all liabilities.
 - c. Security gates and lift rooms at terrace without terrace right.
- (xix) The Vendee hereby agrees to comply with and carry out and abide by all laws, bye-laws, rules, requisitions and demand by the appropriate authority(ies) and shall attend, answer and carry them out at his own cost and be responsible for all deviations, violations or breach thereof and shall also observe and perform all terms and conditions contained in this Sale Deed.
- (xx) The contents of said Property shall be insured by the Vendee at his own cost against the fire, earthquake, etc., without any cost or claim from the Vendor. All

charges towards the insurance will be paid by the Vendee either by him individually or through society collectively if so formed for the maintenance of tower/building to the exclusion of the Vendor.

17. The Vendee agrees that the said property hereby sold is situated in multi-storeyed complex and the said property hereby sold is situated at _____, the builtup/covered area of the flat is _____ Sq. Meter and the circle rate fix for covered area by collector, _____ is **Rs.** _____/-per Sq.Meter, thus the valuation of the covered area comes to Rs. _____/- and the proportionate land area of the land is _____ Sq. Meter and the circle rate is fix by the collector is **Rs.** _____ /- per Sq. Meter, being the land is situated at village- _____ more than 200 meter away from _____ thus the valuation of the land comes to Rs. _____/-. Hence the total valuation of the said property is Rs. _____/- the said property is situated at _____ hence the discount will be _____% in valuation of the said property comes to Rs. _____/- and the sale consideration is **Rs.** _____/- which is _____ than the valuation. That both the vendee have equal undivided share in said property, so on _____ share up to Rs. _____/- stamp duty paid @ 6% of Rs. _____/-

_____-/- and on remaining value Rs. _____/-
stamp duty paid @ 7% of Rs. _____/-. Hence
the stamp duty of **Rs.**_____/- is being
paid on sale consideration.

18. The Vendee hereby declares and confirms that it has understood and agreed that the terms and conditions of this Sale Deed are in addition to the terms and conditions of the maintenance agreement and any other document executed in respect of the said Property and the Vendee shall continue to observe its obligations as enumerated in such agreements, deeds etc. and this Sale Deed.
19. All notices and other communications under this Sale Deed shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the addresses of the addressee mentioned hereinabove. Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day of the putting the notice /Communication in the course of transmission if sent via certified or registered mail.
20. The Parties agree that the Original Sale Deed shall be kept with the Vendee and the Vendor shall be entitled

to keep a copy of the executed and registered Sale Deed.

21. Unless the context otherwise requires, (i) words importing the masculine gender shall also include the feminine gender and vice versa; and (ii) the use of the singular shall include the plural and vice-versa.

SCHEDULE OF PROPERTY

Flat No. _____ on _____ measuring Super
area _____ Sq. Feet i.e _____ Sq. Mt.
out of which carpet area _____ Sq. Feet i.e
_____ Sq. Meter and built up/covered area
_____ Sq. Feet i.e _____ sq. Mt.
Situating at _____,
bounded as below:-

East -

West -

North -

South -

In Witness whereof both the parties have set their hands on this sale deed at Lucknow, on the day, month and year mentioned above in the presence of the marginal witnesses.

WITNESS No.1

Signatory)

(Authorized

**PAN-
VENDOR**

WITNESS No.2

VENDEE