

SALE DEED

This **SALE DEED** (hereinafter referred to as "DEED", which expression shall include the Schedule(s) hereof) is executed at _____ on ___ day of _____, ___ by and between:

Parties to this Deed:

SHRI RAM RAJYAM CIN:- _____ PAN NO- _____ company incorporated under the provisions of the Companies Act, 1956, having its registered office at _____, represented by its authorized signatory Shri _____ (Aadhar No. _____, PAN _____) authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter/Seller**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the **ONE PART**.

AND

Mr. _____ son of Shri _____ aged about _ Years, Resident of _____ (Aadhar No. - _____), (PAN- _____) hereinafter referred to as the "**Allottee(s)/Buyer(s)**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the **OTHER PART**.

The Seller and the Buyer(s) shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

- A. The Promoter/Seller is the absolute and lawful owner of the land admeasuring _____ sq. mtr. and there about lying and situated at **Village - _____, Tehsil - _____, District - Ayodhya, Uttar Pradesh ;**
- B. The Promoter being the absolute owner and in possession of the said Land framed plotted development scheme a project to be known as **SHRI RAM RAJYAM** on the said Land.
- C. The said Project has been registered with the Real Estate Regulatory Authority (**RERA Authority**) on _____ and the Project Registration Certificate No. is _____. This Registration is valid for a period of _____ commencing from _____ and ending with _____, unless renewed by the Authority. The details of the Promoter and the said Project are also available on the website (www.up-rera.in) of the Authority.
- D. The following approvals and sanctions have been obtained in respect of the Said Project:
 - (i) The competent Authority (_____) has granted the commencement certificate to develop the said Project vide its approval number _____ dated _____.

- (ii) The Site Plan of the said Project has been sanctioned by the competent Authority(_____)vide its Letter No.____ dated _____. A copy of the Site Layout Plan is enclosed herewith and marked as **Annexure- I**.
- (iii) Permanent fire NOC for the Project has been accorded by the office of Chief Fire Officer, Nagar Nigam, _____(District) vide no.____dated __.
- (iv) The Airport Authority of India has also granted NOC for height clearance for the Project vide no_____ dated _____

- E. The Buyer(s) acknowledges that the Seller has provided all the information and clarifications as required by the Buyer(s) and that the Buyer(s) has relied on its own judgment and investigation in deciding to book a Plot/ as the case may be in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects.
- F. The Seller has accepted the request of the Buyer(s) and has earmarked a Plot **no-_____** having **Area of _____ Sq. ft.**, in the said Project known as SHRI RAM RAJYAM and undivided proportionate right of using Common Area/facilities and shall be hereinafter referred to as the "Said Plot/ " for Basic Sale Consideration as mentioned in **Schedule 4**, subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.
- G. The Seller is executing the Registered Conveyance deed in favor of the Buyer(s) along with undivided proportionate title in the common areas to the maintenance society / Association of Buyer(s) to be formed. The seller declares and the Buyer(s) affirms that the conveyance deed of the said Plot/ is being executed in the name of Buyer(s) and the undivided proportionate title is being transferred to the Maintenance Society/ Association of Buyer(s) to be formed as the case maybe.
- H. The Buyer(s) hereby confirms to the Seller that the Buyer(s) is signing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the said Project and the terms and conditions contained in this Deed and the Buyer(s) has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Deed.
- I. The Parties hereto are desirous to enter into a proper Sale Deed in respect to the Plot/Villa as the case may be agreed to be purchased by the Buyer(s).

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. **DEFINITIONS:** - In this Deed, unless, there is anything contrary or repugnant to the meaning or context:
 - 1.1. **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including,_____

_____ hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in ____ (District), as may be in force and effect during the subsistence of this Deed applicable to the development / construction / sale of the Project.

- 1.2. "**Common Area**" and "**Facilities of the Project** " shall mean such common areas, facilities, equipment, and spaces in the Project which are available and meant for the common use and enjoyment of all the Buyer(s) and occupiers of the Project and more particularly described in the **Schedule-1** attached hereto.
- 1.3. "**Holding Charges**" means the administrative expenses of the Promoter to hold the said Unit ,if the Allottee(s) fails to take actual and physical possession of the said Unit after expiry of the period mentioned in offer of possession .
- 1.4. "**Association of Allottees (AOA)**" shall mean and include the Society /Maintenance Society/Resident Welfare Association (RWA) Association or anybody, by whatever name called, that may be formed as per requirement of clause(e) of sub section (4) of section 11 of the Act .
- 1.5. "**Basic Infrastructure Work**" shall mean the internal road connecting the said Unit to the Public road, provision of sewer line/water supply/electricity line/storm water drains outside the said Unit .
- 1.6. "**Completion Certificate**" means the completion certificate ,or such other certificate ,by whatever name called, issued by the competent authority that the real estate project has been developed according to the sanctioned plan, layout plan and specification, as approved by the competent authority under the Applicable laws .
- 1.7. "Project Land" shall mean land admeasuring _____ sq. mtr. And there about lying and situated at _____ on which the Project named "SHRI RAM RAJYAM " is being developed and is demarcated and shown in Schedule 2.
- 1.8. "**Unit**" means the specific Plot applied for by the Buyer(s), intended and/or capable of being independently and exclusively occupied and intended to be used for the purpose specified in this deed and more particularly described in **Schedule 3**.

The words and expressions used herein but not defined in this deed and defined in the Act(s) i.e. in the Uttar Pradesh Urban Planning and development Act, 1973 or in the Uttar Pradesh Municipalities Act, 1916 or Real Estate (Regulation and Development) Act, 2016 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

2. LAND DESCRIPTION

- 2.1 The Promoter is the absolute owner of piece and parcel of agricultural/non-agricultural land with a total area admeasuring **28379.77** square mtr. and has a legal and transferrable title along with legally valid documents with respect to the said land.
- 2.2 The Land _____ admeasuring _____ square mtrs situated at **Village - _____, Tehsil - _____, District - Ayodhya, Uttar Pradesh** has been allotted to M/s _____ having its offices at _____ by _____ vide Lease Deed/Patta Vilekh No. _____ dated _____. The said Lease Deed/Patta Vilekh is duly registered in the office of the Sub - Registrar, _____ at Registration No. _____, Book No. _____, Volume No. _____, Page No. _____ on _____.
- 2.3 Thus, the Promoter/SHRI RAM RAJYAM being the owner of the said land and _____ after receiving the requisite approvals, has started development of the plotted development

scheme named as "SHRI RAM RAJYAM "on the said land. (hereinafter referred to as the 'said Project').

5. **SUBJECT MATTER:** That the seller hereby grant, convey, transfer and assure unto the Buyer(s) by way of sale all the rights in respect of the Plot as the case may be as mentioned in **Schedule 3** along with the proportionate right in the land in the project on the land for a basic sale consideration as mentioned in **Schedule 4** more specifically delineated in the attached map with this Sale Deed and right of using common area [Hereinafter shall referred to as the "said Plot/Villa"] upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto.
6. **CONSIDERATION:** That in consideration of a sum of basic sale consideration as mentioned in the **Schedule 4** and additional sum mentioned in the **Schedule 4** paid by the "Buyer(s)" to the "Seller" and in compliance of agreement entered earlier dated _____ the "Seller" do hereby "Sell", transfer and convey unto in favour of Buyer(s) the said Plot along with right to use common areas with other Buyer(s) and occupiers of the said project . The "Buyer(s)" shall not be entitled to claim partition or subdivision of common area.
7. That the "Seller" has sold and "Buyer(s)" has purchased the said plot for the aggregate sale consideration as mentioned above out of which the Buyer(s) has already paid the sale consideration as per **Schedule-4** along with additional sums as per **Schedule-4** as Full and Final payment towards the sale consideration of the said plot before the execution of these presents. This way the seller has received full and final payment towards the sale of the said Plot & the Buyer(s) has taken the possession of the said Plot to its entire satisfaction.
8. The Buyer(s) hereby agrees and gives his irrevocable consent as required in section 14 of the act and other laws as applicable, not to obstruct and /or raise any objections whatsoever and/or interfere With the development work/further development work to be carried out in the entire project;
9. That the Seller hereby declares that this Sale Deed is being made in favour of the Buyer(s) along with the Undivided proportionate title in the Common areas of the Whole project to the Association of Buyer/ Maintenance society/ Resident welfare association formed or to be formed for the said project (as per section 17(1) of the RERA). Further, the Promoter shall handover the necessary documents, and plans, including Common areas to the Association of Buyer.
10. **USE:** That the said Plot is sold to the Buyer(s) only for the specified purpose of being used as residential Plot subject to the specific condition that the Buyer(s) shall have no right to use the Plot for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes.
11. **ELECTRICITY CONNECTION:** That the seller has obtained electricity connection for the entire project. The Seller will assess the requirement of the said Plot. Seller will issue necessary No Objection Certificate subject to the fulfillment of the term and conditions by the Buyer(s). It will be necessary for the Buyer(s) to make payment of the required security and other amounts to the concerned agency supplying electrical energy and the Buyer(s) will be entitled to obtain the necessary

electric connection from the concerned agency for the said Plot only after obtaining N.O.C. from the seller. The Buyer(s) will remain responsible and liable to make necessary payments to the concerned agency towards the release of the connection and regular payments against consumption of the electrical energy on a regular basis for which the seller shall not be responsible.

12. USE OF COMMON AREA AND FACILITIES:

12.1 Common area will be run & managed by the Maintenance society/ Association of Buyer(s) (whether directly or through some agency) in consonance with the provision of the RERA Act and other applicable laws which will also do the regular preventive upkeep and maintenance of Common area(s) of the project and of open space in the Project.

12.2 The Buyer(s) along with other Buyer(s)/occupants of various other plots in the project shall be governed by the rules and regulations as described in the maintenance agreement/occupant hand book prepared by the Seller/society and the same has been delivered to Buyer(s).

12.3 That the Buyer(s) hereby agrees that his/her right to use of Common Areas and Facilities developed with the said Project and/or the Whole Project shall be subject to the timely payment of total maintenance charges and performance by the Buyer(s) of all his obligations in respect of the terms and conditions specified under this Deed as well as by the Owners Association from time to time. The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Buyer(s) agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

12.4 The Buyer(s) agree and confirm that the right to use the common areas and facilities shall be governed by the Promoter till the formation of association and as per the maintenance agreement/ bylaws/ maintenance guidelines as prescribed by the association formed in this respect. The Buyer(s) shall have no claim, right, title or interest of any nature or kind in respect of any unsold units and / or un-allotted / un-earmarked spaces and /or limited common areas and facilities in the said project, which shall always remain the absolute property of the Promoter, until any right or title of any of such assets or property is specifically transferred or assigned by the Promoter to the Society or any other Buyer(s)/Person(s). Thus, except the ownership rights of the Plot and the limited right to use and enjoyment of common areas and amenities as mentioned in the Agreement between the parties; the Buyer(s) shall have no right of any kind with respect to any other property, moveable or immovable or any part thereof, whatsoever in the said project.

12.5 The Common areas and facilities shall not be transferred and remain undivided and the Buyer(s) and no other plot owner or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void.

12.6 The open ground, common area, display sign board etc. placed by Maintenance Society (if any) will remain in control and supervision of Maintenance Agency/ Society and shall be maintained by Maintenance Agency/ Society as the case may be.

12.7 That it is hereby agreed that the Buyer(s) shall be obliged to comply with the rules and regulation as framed by Seller/ society in the manner provided herein. It is hereby expressly agreed that open ground, compound, in the open areas and all common area shall remain in the supervision and control of Maintenance Society or Competent Authority, as the case may be.

13. MAINTENANCE

- 13.1** That the Buyer(s) shall pay the maintenance charges in terms of the Maintenance Agreement to such agency as appointed by Maintenance Society/ Association of Buyer(s), which will be recurring charges throughout, effective from the date of intimation. The Buyer(s) shall execute the Maintenance Agreement with the Maintenance society, as and when formed which shall form part and parcel of this Sale Deed.
- 13.2 That the Buyer(s) further agrees to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the SELLER/Authorized Agency to the Buyer(s).
- 13.3 If due to non-payment of maintenance charges some hardship in facilities is faced by the Buyer(s)/ occupant the seller shall not be responsible in any such cases.
- 13.4 In case of failure of Buyer(s)/occupant(s) to pay maintenance charges, the facilities to the occupant will be discontinued & the accrued amount of maintenance charges will be the responsibility of the Buyer(s) or his successor in interest and the same shall be recoverable from the Buyer(s) jointly or severally.
- 13.5** In case of default in payment of the aforesaid charges, the Maintenance society or its nominee shall be entitled to discontinue/disconnect the services to the said Plot apart from the right to recover the charges as first charge with minimum interest @ ___% p.a. from the Buyer(s) and/or from the occupier of the said plot through the process defined as per law.

14. NATURE OF PLOT TO BE OWNED THE BUYER(S):

- 14.1 That the said Plot hereby conveyed be used for residential purpose only. That the Buyer(s) are entitled to transfer the aforesaid Flat by way of sale or of any other legal mode for the specified purpose alone.
- 14.2 That the Seller hereby agrees and assures the Buyer(s) to help and assist the Buyer(s) in getting the Plot transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Buyer(s) shall have full right to get the flat transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.
- 14.3 That the Buyer(s) shall, while selling/leasing out his plot will apprise the subsequent Buyer(s)/ lessee about the monthly Maintenance charges to be paid to Maintenance society regularly. It will be a responsibility of the Buyer (plot owner here in after execution of this sale deed) to provide the copy of sale deed/ lease deed as the case may be to the Maintenance Agency/society or Association of Allottees as the case may be within a period of 15 days from the date of execution of the said lease /sale deed.
- 14.4 As per applicable laws, Promoter has made provision for parking. The Purchaser(s) hereby undertake that they shall not enclose the said parking space in any manner or use it for any purpose other than parking and they shall be deemed to be only a licensee of the parking space. The Purchaser(s) agrees that the parking space allotted to them is inseparable and integral part of the said Plot. In case of the sale / transfer of the flat to a new buyer(s), the parking earmarked with the plot shall also be automatically transferred to such new buyer.
- 14.5 The Buyer(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the Project without the permission of the Promoter/ Maintenance Agency/ Association of Allottees.

15. RIGHTS OF SELLER:

The Buyer(s) hereby confirm and unconditionally agree that:

- 15.1 The Seller, in order to facilitate any future construction/ maintenance or repair work in the Project at any time henceforth, shall be entitled to fix any scaffolding or machinery as may be required for use by the workmen or for carrying materials and the Buyer(s) shall not raise any objection with respect to the same.
- 15.2 It is hereby expressly agreed that the seller shall always be entitled to sell all the Plot in the said project on the said land for the use as may be permitted by the concerned authorities and/or for any other use that may be permitted by the said Authorities and the Buyer(s) thereof shall be entitled to use the Plot purchased by them only according to use specified by the rules and regulations of the Authority and as mentioned in this deed and similarly the Buyer(s) shall not object to the use of various Plot of the said project for the purpose earmarked by the "Seller".
- 15.3 In case the Seller or its representative(s), henceforth, desires to cause earth cutting in any part of the land for the purpose of making any sort of underground facility or development, the Buyer(s)/RWA/Association of Allottee(s) shall confirm that he shall extend necessary cooperation in that regard and shall not be entitled to raise any objection thereto.
- 15.4 That the Promoter shall be entitled to additional construction or parts thereof as approved by the competent authority and after obtaining desired permissions as specified in the prevailing laws, on the said Project and for those any such additional construction the Promoter shall be entitled to use the common amenities, facilities, utilities etc. and Promoter also be entitled to connect the electric, water, sewerage drainage etc. for the said additional construction in consultation with association/ maintenance society and/or additional constructions will be sole and exclusive property of the Promoter and the Promoter shall be entitled to deal with or dispose them off in such a manner as the Promoter may deem expedient and Purchaser(s) shall neither be entitled to raise / set up any claim or demand over the said additional construction nor shall raise / create any obstruction / hindrance of any nature whatsoever on such right of the Promoter about any such additional construction. The Purchaser(s) shall not claim any right, title or interest on any such additional construction or the Purchaser(s) will not be entitled to raise any kind of objection or hindrance about any temporary or permanent construction to be made by the Promoter or anybody on his behalf.
- 15.5 The seller shall be entitled to display signboards on the exterior of the project, and common area and use such open, free space for brand promotion etc.
- 15.6 The Promoter/ Seller shall be entitled to put neon/electronic sign boards, name plate of its establishment/Promoter name, advertisements etc. inside or outside the premises and common area and use such open, free space for brand promotion. The Buyer(s)/ Association of Allottees of the building will neither have the right to remove/change/alter such sign boards or advertisements nor will they have any claim on the revenue (if any) generated there from.
- 15.7 Seller hereby agrees and assures the Buyer(s) to help and assist the Buyer(s) in getting the Plot transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Buyer(s) shall have full right to get the plot transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.

16. BUYER(S) REPRESENTATIONS AND COVENANTS

That the Buyer(s) himself with the stipulation to bind all person into whose hands

the said Plot may be given by him/her or may come do hereby covenant with the seller as follows:-

- 16.1 Not to throw dirt, rubbish, rags garbage or other refuse or permit the same to be thrown from the said Plot into the compound and common area of the project.
- 16.2 Not to sub-divide or merge the said Plot.
- 16.3 To bear and pay all local taxes, lease money, water charges, electricity charges, insurance and such other levies, if any, which are imposed or increased by the Development Authority/Nagar Nigam, and/or Government and/or public authority from time to time imposed on the said Plot from the date of execution of this Deed.
- 16.4 To use the said Plot for residential purposes only and shall not use the same for any commercial, illegal or immoral purpose. In the case of violation of this condition, the Promoter / Association of Allottees, as the case may be, shall be entitled to take steps to enforce the conditions laid down in this clause apart from its right to claim damages from the Buyer(s) and the right to take such other action or seek such other legal remedy as it may decide for restraining the Buyer(s) from making a use of the unit prohibited by this Deed.
- 16.5 Not to use the said Plot for any purpose which may cause nuisance or annoyance to the buyer(s) / occupiers of other plots in the Project.
- 16.6 To be solely responsible for taking insurance of the construction on the said Plot and the goods in the Plot at its own cost and expenses.
- 16.7 To comply all the rules and regulations as described in the Occupants Hand Book/ Maintenance Agreement and the additions, alterations, or amendments thereto made from time to time by Seller/ maintenance society. The Buyer(s) shall also pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this deed or as per statute.
- 16.8 The Buyer(s) shall not let, sublet, transfer, assign or part with possession of the said Plot or any part thereof nor assign his interest and benefit under this deed if:-
 - i. Such transfer or letting/subletting is intended for any use at the said Plot other than the specified use for which it is agreed to be transfer by seller to Buyer(s), or
 - ii. Any dues are outstanding against the Buyer(s) in accordance with terms of this deed.
 - iii. To observe and perform all the terms, conditions and covenants to be observed and performed by the Buyer(s) as set out in this Deed.
 - iv. The Buyer(s) agree that on letting/ sub-letting / transfer or assignment of the said Plot the Buyer(s) or his successor in interest and possession either in his own right or through the Buyer(s) here in, the said interest holder shall be jointly and severally liable to pay any amount which remained unpaid towards the Seller/ maintenance agency/ society which shall be legally recovered.
- 16.9 That the Buyer(s) shall allow the maintenance agency / society surveyors and maintenance agency or their agents with or without workmen and others at all reasonable times to enter into and upon the said Plot or any part thereof for the purpose of making/building or constructing or maintaining, repairing, improving, replacing, re-project, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also Services, Drains, Pipes, Cables, Water Connections, Electric Connection, Wires, part of structures and other Conveniences belonging to or serving the said Plot of the project in which the said Plot is located and for the purpose of laying down, maintaining repairing and

testing Drainage Lines, Water Pipes Electric wires etc. and for all bonafide similar and other matters and purposes.

16.10 That the Buyer(s) shall not do or permit to be done or cause to be done any act or thing which may or is likely to cause nuisance or annoyance to users and occupiers of the other Plot in the said project.

16.11 That the Buyer(s) hereby irrevocably agrees as a specific condition that he / they/ it shall not at any time claim any right of preemption or easement right in respect of any plot or any other portion of the project.

16.12 That the Buyer(s) shall at no time demand partition of his interest in the said land and project and any part thereof. It is hereby agreed and declared by the Buyer(s) that his interest in the said land and project is undivided, impartible and it is agreed that the seller shall not be liable to execute any assignment or any other document in respect of the exact undivided, impartible underneath share of the Buyer(s) in the said land.

16.13 That the Buyer(s) hereby agree to sign and execute all papers and documents and do all other things as the seller may require from him to do and execute from time to time for effectively enforcing this deed and/or for safeguarding the interest of the seller and of all persons acquiring the remaining Plot in the said project.

16.14 That the Buyer(s) shall pay the all taxes/charges payable to ___ Authority, Nagar Nigam, ___(District) , Uttar Pradesh, Uttar Pradesh Water supply department, electricity department Urban development tax or any other tax levied by any other local body as and when demanded from the date of execution of this Deed.

16.15 That the Buyer(s) shall, abide by all the bye-laws/rules/regulations of the Government, Ayodhya Development Authority/Nagar Nigam, ___ and other Competent Authorities and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws.

17. VIOLATIONS BY THE BUYER(S)

The Purchaser(s) understands that if they, at any time –

17.1 Violates or fails to abide by the terms and conditions of this Deed and / or

17.2 Fails to fulfill their duties and obligations under the terms and conditions of this Deed and / or

17.3 Causes or allow to be caused any obstruction or interference of whatsoever nature to impede / prevent the Promoter from exercising its legal right(s) in dealing with the project and / or

17.4 Causes or allow to be caused any obstructions or interference in the activities of the Promoter with respect to the project;

then the Promoter shall be entitled to take all such steps that may be required to enforce the Purchaser(s) to abide by the conditions laid down in this Deed including but not limited to exercising its right to claim damages and / or take such other action or seek such other legal remedy as the Promoter may decide.

18. INDEMNIFICATION: That the Buyer(s) hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the Buyer(s) in respect of the said Plot from the date of execution of this Deed.

19. NOTICE: That all letters, circulars, receipts and / or notices issued by Seller dispatched by registered AD post or hand delivery duly acknowledged or courier or by email to the address of the Buyer(s) given herein above will be sufficient proof of the receipt of the same by the Buyer(s) and shall completely and effectually discharge the Seller in respect of the same.

- 20. STAMP DUTY, REGISTRATION, ETC.:** That all costs, charges and expenses in connection with preparing, engrossing, stamping and registering this Deeds of Conveyances/Transfers and/or any other documents required to be executed in pursuance of this deed, the stamp and registration charges in respect of such documents transferring the said Plot in favor of the said Buyer(s) of the Sale Deed in respect of the said Plot, shall / has been borne and paid by the Buyer(s) separately in addition to the Sale Consideration.
- 21. TAXES:** That from the date of possession the Buyer(s) will be responsible for payment of all type of municipal taxes, house taxes, land and project tax, service tax or any other tax, fees, rates, charges etc. levied by any local authority, State or Central Government. That any incidence of the GST, Service Tax, Local Sales Tax, etc. if any being attracted on this Sale Deed, the same shall be borne and paid by the Buyer(s). The Buyer(s) Shall be solely responsible for all taxes in relation to this transaction of sale under this SALE DEED.
- 22.** That save and except the said Plot as is purchased by the Buyer(s), the Buyer(s) shall have no claim or right of any nature or kind whatsoever in the open land and / or the project subject nevertheless that the Buyer(s) shall have right to use the common portions with the other occupiers of the land and the project as per the conditions imposed by Maintenance Agency/ Society.

23. **NAME:** That the project is being named as "**SHRI RAM RAJYAM**" and the Buyer(s) shall not change and / or alter such name and give his irrevocable consent for the same.

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24. That the Seller/ maintenance society/ maintenance agency will be entitled to charge any additional amount from all or any particular member keeping extra ordinary use and enjoyment of common area by any such member or any other person / persons and which may necessitates any additional expenses for maintenance of common area. The maintenance society/ maintenance agency will also be entitled to charge any separate amount for any common service to be provided to the Buyer(s) and / or occupiers of the said Plot as per its bye- laws or as per rate fixed by the maintenance society.

25. That both the parties have irrevocably agreed upon that the Seller for the purpose of getting technical know-how & experience services for the maintenance work, shall assign their maintenance work to the Maintenance company appointed, if any, which have their expertise or any other agency under the prior written consent of the Promoter/ Seller, whose goodwill and reputation for well maintenance of the Property is being involved therein.

26. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Plot to the Buyer(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the seller after the date of registration of this Sale Deed.

27. **SPECIFIC PERFORMANCE:** The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without

prejudice to any and all other rights and remedies the Seller may have, the Seller shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Seller may have under law or in equity or pursuant hereto.

- 28. WAIVER:** Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Deed or any forbearance or extension of time given to the Purchaser(s) to fulfill his obligations and abide by the terms of this Deed shall not be construed as a waiver on the part of the Promoter or any breach or non-compliance of any of the terms and conditions of this Deed by the buyer(s) nor shall the same in any manner prejudice or affect the rights of the Promoter.
- 29. SEVERABILITY:** If at any time, any provision of this Deed shall be determined to be void or unenforceable under any applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, as the case may be, and the remaining provisions of this agreement shall survive and remain valid and enforceable with full force and effect. However, if any of the provisions, attributable to the above causes, has to be deleted / replaced, then the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provisions being deleted / replaced such that it preserves and protects the interest of the Parties under this Deed.
- 30. GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.
- 31. JURISDICTION:** That, the Courts at District- Ayodhya, alone within whose jurisdiction the subject matter is situated shall have jurisdiction in all matters arising out from this deed/transaction.
- 32. DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (**Dispute**) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of Mediation within a period of 90 days from the said reference to mediation and on failure there of the matter shall be referred to Arbitration and said arbitration proceedings shall be carried out in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the **Arbitration Act**). The Promoter/seller shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be at Greater Noida. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.
- 33. SAVINGS:** Any brochure, application, letter, allotment letter or any other document signed by the Seller(s)/Purchaser(s), in respect of the Plot, or building, as the case may be, prior to the execution and registration of this deed for such flat, shall not be construed to limit the rights and interests of the Purchaser(s) or the Promoter under this deed, under the Act, the rules or the regulations made there under.
- 34. ASSIGNMENT:** The buyer(s) shall be free to assign any/all of its rights under this deed and rights with respect to the Project and the Land to any other person/entity ['Assignee(s)'] and the Promoter shall not be entitled to object to the same in any way.

With effect from the date of such assignment by the buyer(s), the term 'buyer(s)' as interpreted in this deed and for all purposes herein, shall mean the Assignee(s).

35. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the Parties for which they shall be responsible.

IN WITNESS WHEREOF the parties hereto have set their respective hands hereunder on the day.

1. **Signature of Seller/Promoter**

For M/s _____
Authorized Signatory/Partner

2. **Signature of Buyer(s)/ Allottee(s)**

Witness:

1.

2.

Draft for RERA Registration Purposes only

SCHEDULE -'1'
COMMON AREAS AND FACILITIES OF THE PROJECT

SCHEDULE '2'
DESCRIPTION OF PROJECT LAND

The piece and parcel of the plot of land admeasuring _____sq. mtr. and there about lying and situated at **Village - _____, Pargana – _____, Tehsil - _____, District - Ayodhya, Uttar Pradesh** . The said land has the following boundaries:

In North -
In South -
In East -
In West -

And measuring
North to South -
East to West -

Latitude/ Longitude of the Project

SCHEDULE '3'
DESCRIPTION OF
UNIT/PLOT

Plot no. _____ having Area of _____ Sq. ft., in the Project known as **SHRI RAM RAJYAM** and the right of use of the common area along with other Buyer(s) of the other plot in the project and as shown for clarity in the annexed plan of the Plot. The said plot has the following boundaries:

In North -
In South -
In East -
In West -

And measuring
North to South -
East to West -

Draft for RERA Registration Purposes only

SCHEDULE '4'
SALE CONSIDERATION

The Basic Sale Consideration for the Said Plot as detailed in Schedule is Rs. _____/- (Rupees _____ Only)

1. The Plot being described under the Schedule 3 is agreed for consideration as mentioned above of which the Buyer(s) has already paid a sum including additional charges Rs. _____/- (Rupees _____ Only) as Full and Final payment towards the sale consideration of the said plot before the execution of these presents. This way the SELLER has received full and final payment towards the sale of the said Plot & the Buyer(s) has taken the possession of the said Plot/ to its entire satisfaction.
2. Notwithstanding anything contained in this Sale Deed, in case of payment of consideration by cheque & dishonor of such cheque due to any reason, this Sale Deed shall ipso-facto become cancelled & null & void. The Seller shall have sole discretion to accept such amount and on the receipt of the same it shall not be considered cancelled.

The Buyer(s) has paid the amount as under:

Cheque/NEFT/RTGs No.	Date	Bank	Amount Received (in Rs.)	Amount of Tax (in Rs.)	Total Amount received (in Rs.)
TOTAL					

