

SALE DEED

BRIEF PARTICULARS OF SALE DEED

1. Type of Land : Residential/Commercial/Storage
2. Mohalla / Village : Shahpur, Bamheta, Ghaziabad
3. Ward No./Pargana : _____
4. Description of Property/Flat : _____
(Without roof rights)
Situating at project named as Divyansh Onxy Phase-II
is being executed on Freehold Land - Plot No. - 14 /
Com - 2, Shahpur, Bamheta, Ghaziabad, PIN -
201002, Uttar Pradesh
5. Carpet Area : _____ Sq. Mtrs. (_____ Sq. Ft.)
Total Area : _____ Sq. Mtrs. (_____ Sq. Ft.)
6. Status of Road : _____
7. Open/Covered Parking : _____ **Car Parking**
8. **Consideration** : **Rs. _____/-**
9. Govt. Circle Rate : Rs. _____/-per Sq. Mtrs.,
10. Value as per Circle Rate of the Flat : Rs. _____/-

SALE DEED FOR Rs. _____/-

STAMP DUTY PAID Rs.. _____/-

THIS **SALE DEED** is executed at _____ on this _____ day of _____,

BETWEEN

Divyansh Homes Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at A-76 Kanti Nagar Delhi South Delhi -110051 (PAN No. _____) (CIN – _____) Hereinafter referred to as Promoter which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said Promoter and their successors and/or successors-in-office, acting through its authorized signatory _____ duly authorized by Board Resolution Dated _____ of the Company having UP RERA Registration No. _____ of the First Part;

AND

AND [If the Buyer is a Company]

_____, (CIN No. _____) a Company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at _____, through its Authorised Signatory _____ (Adhar No. _____) duly authorized vide board resolution dated _____, hereinafter Referred to as the **“Buyer”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Buyer is a Partnership Firm]

_____, a partnership firm registered under the Indian partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the **“Buyer”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Buyer is an Individual]

Mr. / Ms. _____, (Aadhar No. _____) son/daughter of
, aged about

_____, residing at _____, (PAN _____),
hereinafter called the **“Buyer”** (which expression shall unless repugnant to the context or meaning
thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-
interest and permitted assigns).

[If the Buyer is a Co – Buyer]

Mr. / Ms. _____, (Aadhar No. _____) son/daughter of
, aged about

_____, residing at _____, (PAN _____),
hereinafter called the **“Buyer(s)”** (which expression shall unless repugnant to the context or meaning
thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-
interest and permitted assigns).

“In case of single Buyer be read as Buyer and in case of more than one Buyer be read as Buyer(s).

[OR]

[If the Buyer is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____
For self and as the karta of the Hindu Joint Mitakshara Family known as _____ HUF,
having its place of business /residence at _____, (PAN _____), hereinafter referred to as the **“Buyer”** (which
expression shall unless repugnant to the context or meaning thereof be deemed to mean and the
members or member for the time being of the said HUF, and their respective heirs, executors,
administrators and permitted assigns).

[Please insert details of other Buyer(s), in case of more than one Buyer]

The Promoter and Buyer shall hereinafter collectively be referred to as the **“Parties”** and individually
as a **“Party”**.

WHEREAS the project named as Divyansh Onxy Phase-II has been executed on Freehold Land
situated at admeasuring 7092 Sq. Mtrs. Allotted by Ghaziabad Development Authority, Ghaziabad,
Uttar Pradesh on Freehold basis.

WHEREAS Divyansh Homes Pvt. Ltd. has executed and entered into a registered Sale deed dated
04.02.2015 (“Sale Deed”) with the Ghaziabad Development Authority with respect to the Said Land,
duly registered in the office of Sub Registrar IVth, Ghaziabad, Uttar Pradesh, as document no. 719,
Book No. - 1, Zild No. 12672 Pages No. 59 to 90 Dated 04.02.2015;

WHEREAS the Promoter is authorized to develop and market the said project, the terms & conditions
of the above said allotment / Sale Deed executed between the Promoter and Ghaziabad
Development Authority shall be mutatis – mutandis applicable on the Buyer(s). The Buyer(s) shall
also be bound by the terms and conditions of Ghaziabad Development Authority.

And that the Promoter is fully Competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project has been constructed have been completed.

That the Ghaziabad Development Authority has granted the permissions and approvals, more specifically the building plan dated **17.11.2020** bearing no. **407/MP/2-5/20**.

WHEREAS the Project comprises of Residential Dwelling units with various facilities.

The Promoter has thus obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the project and also for the Apartment / Unit, or building as the case may be, from Ghaziabad Development Authority.

That the Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under UP RERA registration No.

_____;

The Buyer, having paid the total consideration to the Promoter, is entitled to get the sale deed executed and registered in his/her/their name(s), in respect of the Said Apartment, 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 has already been paid by the Buyer to the Promoter, the receipt whereof the Promoter hereby acknowledges and admits and in consideration of the undertaking of the Buyer 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, and as also subject to all those terms and conditions contained in the allotment, as referred hereinabove, which may or may have not been specifically incorporated herein, the Promoter doth hereby grant, convey, transfer, assure and assign unto the Buyer the Said Apartment, as more fully described in Schedule "A" given hereunder, and for greater clarity delineated on the plan attached hereto, together with the undivided and impartible proportionate share in the land underneath the Building and the undivided proportionate share in the common areas of the Building along with all rights and easements whatsoever necessary for the enjoyment of the Said Apartment together with the right to use the Reserved Car Parking in the Complex, to have and to hold the same unto and to the use of the Buyer and his/her/their successors-in-interest and assigns, heirs, executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions stipulations and covenants hereinafter contained and each of them.
2. The Buyer shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Building, and the same shall always remain undivided and impartible and unidentified. Since the share/interest of Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Project to Association of the Buyers.
3. That the Said Apartment hereby sold, conveyed and assured under this Deed is free from all sorts of encumbrances or charges (except those created on request of the Buyer to obtain housing loan for purchase of the Said Apartment) transfers, easements, liens, attachments of

any nature whatsoever and the Promoter has unencumbered, good, subsisting and transferable rights in the same.

4. That the vacant and peaceful possession of the Said Apartment hereby sold has been delivered by the Promoter to the Buyer and the Buyer has fully satisfied himself about the quality, specifications, and extent of construction and design of the Said Apartment at the time of taking its possession.
5. That after the said possession by the Buyer(s), He / She / They shall be solely responsible to maintain and repair the Apartment / Unit at his/her / their own cost to keep the Apartment / Unit in good condition, and shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Authority or change or alter or make additions to the Apartment / Unit and keep the Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
6. That The Buyer(s) shall not subdivide the Apartment / Unit in any manner, demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment / Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support. Further, no damage to the Building would be caused in any manner and all consideration of safety, firefighting systems will have to be observed/ maintained.
7. That the Buyer shall carry out day to day maintenance of the said unit and fixtures and fittings installed therein including painting, polishing of interior, electrical fittings and maintenance, plumbing, sewer drainage, cleaning and maintenance of the said unit at its own costs without affecting and disturbing the other unit holders.
8. That the Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Buyers and/or maintenance agency appointed by Association of Buyers. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
9. That the Buyer further undertakes, assures and guarantees that he/she would not put any fixtures and fittings including but not limited to sign-board/name- plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas except in the way / size in which he / she is permitted by the Promoter. The Buyer(s) shall also maintain the standards and uniformity in this regard. The Buyers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Buyer shall not store any hazardous or combustible goods in the Apartment / Unit or place any heavy material in the common passages or

staircase of the Building. The Buyer shall also not remove any wall, including the outer and load bearing wall of the Apartment / Unit.

- 10.** The Buyer hereby agrees and confirms to indemnify the Promoter against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the said Space/Apartment for which the Buyer of the Space shall be solely liable and responsible, without any recourse to the Promoter.
- 11.** The Buyer(s) shall not use or permit use of the said Space/Apartment for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose.
- 12.** That The Buyer(s) agree, if at any time under any law / order or if the Promoter / AOA may think necessary to insure the Land / Building / Apartment / Unit / Project the charges towards the same shall be paid by the Buyer proportionately as may be demanded by the Promoter / AOA.
- 13.** The Buyer shall not cover or construct any structure in around, above or below or encroach upon the covered parking space specifically earmarked for his / her / their use. It is so understood and made clear that the designated parking space does not have independent legal entity and shall always remain attached to and is integral part of the Said Apartment and shall in no case be dealt with in any manner in separation with the Said Apartment. Whenever, the Said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the designated parking space simultaneously.
- 14.** That incase the Buyer has availed of a loan facility from his employer or financing bodies to facilitate the purchase of the Said Apartment, then in that case (a) The terms of the financing agency shall exclusively be binding and applicable upon the Buyer only, (b) The Buyer shall alone be responsible for repayment of dues of the financial institution/agency along with interest / penalty accrued thereon or any default in re-payment thereof.
- 15.** That the Promoter doth hereby covenant with the Buyer that the interest, which the Promoter hereby profess to transfer is subsisting and the Promoter has good rightful power and authority to convey, grant, transfer, assign and assure the Said Apartment unto the Buyer in the manner aforesaid free from all encumbrances.
- 16.** That is has been agreed by both the parties that all the Terms and Conditions of the Allotment Letter/Agreement to Sell shall be binding by both the parties.
- 17.** The Buyer shall be liable to pay House Tax, Property Tax or any other Tax, Cess as applicable under the law as and when levied by government, any local body or authority and so long as the unit of the Buyer(s) is not separately assess to such taxes, fees and cess the same shall be payable by the Buyer in proportion of the Carpet Area of the unit. If the Promoter / AOA have to pay the aforementioned amount on behalf of the Buyer(s), the Buyer shall be liable to reimburse the same to the Promoter / AOA within 30 days from the date of notice in this regard from Promoter / AOA. All taxes, charges, cesses levies etc. shall be payable by the Buyer even if such demand is raised by the Authority(ies) retrospectively after the possession and / or Conveyance of the said unit and such demands shall be treated as unpaid consideration of the said unit.

18. That the Buyer 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 and also has fully settled his / her / their account with the Promoter. No amount whatsoever under any head is payable by the Promoter to the Buyer. However, if any additional charges, levies, rates, taxes, demands etc. including GST, Metro Cess, development charges for the provision of peripheral and / or external services or for any other reason attributable to the said Apartment / Said Project are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of Said Apartment and be payable by the Buyer failing which the Promoter shall have first charge / lien on said Apartment for recovery of the same.

19. That in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter relating to the said development is brought to the notice of the Promoter within a period of 5 (five) years by the Buyer from the date of handing over possession, Promoter shall rectify such defects without further charge.

Any bought out items provided to the Buyer with in the apartment as per the agreement, as has been purchased from the manufacturing companies therefore the defect liability of such items is on back to back basis and would be limited to the period as offered by its manufacturer. The warranty for capital items such as Generators, lifts etc. is also be on back to back basis as given by the manufacturer.

However in case any damage to the unit is caused by the Buyer and / or by any reasonable wear and tear and / or by improper maintenance and undue negligence on part of the Buyer(s) / AOA and / or any damage caused due to force majeure is not covered under defect liability period.

20. That The Buyer agrees and undertakes that he / she shall join Association of Buyers (AOA) as may be formed by the promoter on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.

21. That the Buyer shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project, rules framed by the Promoter 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 and shall be responsible for and shall keep the Promoter and owners/ occupiers of other apartments in the Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

22. That The Buyer, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/its nominated Maintenance Agency / Association of Buyers, as the case may be.

23. That services areas in the project are earmarked and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Buyer is not permitted to use the services areas

& basements in any manner whatsoever, other than those earmarked as parking spaces, and the same are reserved for use by the Association of Buyers formed by the Buyers for rendering services/maintenance.

24. That the Promoter/maintenance agency /Association of Buyers have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Association of Buyers and/or maintenance agency to enter into the Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
25. That the Buyer may transfer the said Apartment after obtaining a NOC from the Promoter and / or from Maintenance Agency regarding the clearance / payment of outstanding Maintenance Charges and / or any other charges payable by the Buyer to the Promoter or the Maintenance Agency / AOA regarding the maintenance of Common Area facilities and services.
26. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising under this deed, in respect of the said Apartment / Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Buyers of the Apartment / Unit in case of a transfer, as the said obligations go along with the Apartment / Unit for all intents and purposes.
27. All costs and expenses incidental to the preparation, execution and registration of this Sale Deed including the payment of Stamp Duty and the Registration Fee has been borne by the Buyer.

SCHEDULE "A" REFERRED TO HEREIN ABOVE

SCHEDULE 'A'

(Description of the Said Flat)

Description of the said Apartment conveyed to the Buyer

All that piece and parcel of the built-up Apartment **bearing Flat No.-_____**, on _____
Floor in Building/ Tower-_____, having a Carpet Area of _____Sq. Meters.,
(_____Sq. Ft.), along with undivided and impartibly proportionate share in the land underneath the Building and undivided proportionate share in the common areas of the Building including all easmentary rights attached thereto alongwith right of use to general commonly used areas and facilities earmarked for common use of all occupants within the said Complex together with the right to use the Reserved Car Parking Space in the Complex, being part of the residential Project named "Divyansh Onxy Phase-II" situated at, _____

IN WITNESS WHEREOF, the Promoter and Buyer described hereinabove have signed sealed & executed at the place and on the date, month and year, first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Divyansh Homes Pvt. Ltd. – Promoter

Signature (Authorized Signatory)

Photograph

Name

Buyer: (including Co - Buyer)

(1) Signature

(2) Name

Photograph

(1) Signature

(2) Name

Photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature

Name

Address

(2) Signature

Name

Address