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The Estates

Khasra no. 962, Village: - Noor Nagar, Raj Nagar Extension, Ghaziabad
98182 12223 | amittyagi@theestates.com

Sale Deed

1. Type of Deed : Sale Deed
2. Sale Price : Rs.
3. Certificate No. & Date :
4. Treasury Office :
5. Plot No. :
6. Area :
7. Project :
8. Seller :
9. Buyer

This **Sale Deed** is executed pursuant to the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) and the Rules framed thereunder, including the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, as applicable. It incorporates the mandatory clauses and safeguards provided under the Act to regulate the rights and obligations of the Seller and the Buyer.

1. Parties

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This Sale Deed is executed on this _____ day of _____, 2025,

BY AND BETWEEN

Shri. Amit Kumar Tyagi, s/o Late Shri Ashok Kumar Tyagi, R/o House No. 248 Village Bhonja, Ghaziabad, presently residing at House No. 113 Village Bhonja, Tehsil and District Ghaziabad, [promoter / Seller of real estate Project named as “**THE ESTATES**” to be developed on land situated at Khasra no. 962, Village: - Noor Nagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh, area ad-measuring 7514.79 Sq. Meters (hereinafter referred as “**Project**”)], hereinafter referred to as the '**Seller**' (which term shall mean and include its successors and assigns),

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

, (PAN), represented by its authorized signatory, , (Aadhar 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, executors, administrators and permitted assignees).

[OR]

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[If the Buyer is a Partnership]

, 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Buyer is an Individual]

Mr. / Ms. , (Aadhar no.) son / daughter of , aged about , (PAN), residing at , 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 assignees).

[OR]

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[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 include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

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

2. Definitions

For the purpose of this Deed, terms shall have the meaning assigned under Section 2 of the RERA Act, 2016, including but not limited to: Act, Rules, Regulations, Buyer, Seller, Project, Common Areas, Force Majeure, Maintenance, Taxes, etc.

To be clear and precise, for the purpose of this Deed, unless the context otherwise requires words and expressions used herein but not defined in the Act shall have the meaning as provided hereinbelow.

2.1. “advertisement” means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a

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real estate project, or offering for sale of a plot, building or apartment or inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.

- 2.2. **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- 2.3. **"Buyer"** shall mean those who have accepted and signed the Agreement to Sell, thereafter, a particular Plot has been reserved for that particular Buyer (s) and the same has agreed to abide by all the terms and conditions so far and now is ready and willing to execute present deed. In case of more than one Buyer, the other will be considered as Co-Buyer (s) and Buyer and the Co-Buyer (s) will have an equal share in the Plot unless otherwise specifically provided.
- 2.4. **"Applicable Laws"** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments / modification there to, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-Judicial authority whether in effect on the date of this Deed or thereafter.
- 2.5. **"Authority"** shall mean the authority constituted under the Real Estate (Regulation & Development) Act 2016 having jurisdiction over the Project.
- 2.6. **“Building”** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for

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the purpose of any business, occupation, profession or trade, or for any other related purposes.

- 2.7. **“Deed”** shall mean this Sale Deed including its schedules, annexures, recitals and terms and conditions for the sale and transfer of said Plot.
- 2.8. **“Development”** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development.
- 2.9. **“development works”** means the external development works and internal development works on immovable property.
- 2.10. **"Force Majeure"** means any event or combination of events or circumstances beyond the control of the Seller which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Seller's ability to perform obligations under this Deed, which shall include but not be limited:
 - 2.10.1. Acts of God i.e., landslide, fire, drought, flood, earthquake, epidemics, natural disasters, etc.
 - 2.10.2. Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labour unrest, invasion and terrorism.
 - 2.10.3. War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project.

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- 2.10.4.** Election code of conduct.
- 2.10.5.** Any notice, order, rule, regulation, notification or directive of the Government, and /or any local or public or private body or authority and/ or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority.
- 2.10.6.** The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Seller s from complying with any or all the terms and conditions as agreed in this Deed including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Seller s whereby the work of construction is stayed or stalled.
- 2.10.7.** Any claim challenge or objection to the building or to the said Project or on the rights of Seller s on the said Building and/or the said Project.
- 2.10.8.** Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found beneath the Project which renders liable or endangers the health and safety of the Seller or the general public.
- 2.10.9.** Any change in applicable laws adversely affecting the development of the said Property.
- 2.10.10.** Any temporary suspension of the registration of the Project under the Act till the matter is sub-judice.

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2.10.11. Delay in issue of the occupation certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said Building, by the corporation or any other concerned authority on account of reasons not attributable to the Seller s.

2.10.12. Other cause beyond the reasonable control of the Seller or its agent or not directly attributable to any wilful act or omission of the Seller and/or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the building including the said Plot.

2.11. "**Government**" means in respect of matters relating to, —

- 2.11.1.** the Union territory without Legislature, the Central Government;
- 2.11.2.** the State, means the Government of State of Uttar Pradesh;

2.12. "**Interest Free Maintenance Security and Sinking Fund Deposit**" or "**IFMS & SFD**" shall mean the fund deposit ("**IFMS & SFD**") calculated at the rate of Rs. XXXXXXXX (Rupees YYYYYYYY only) per square yard of the area of the said Plot

2.13. "**Maintenance Agency**" shall mean the Seller itself or any third party employed / hired /engaged/ nominated by the Seller for the purposes of carrying out the maintenance and to upkeep the said project and to provide maintenance services in the said project.

2.14. "**Maintenance Charges**" means the charges for maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of the roads. parks and other facilities etc.

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2.15. "Person" includes

2.15.1. an individual;

2.15.2. a Hindu undivided family;

2.15.3. a company;

2.15.4. a firm under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008, as the case may be;

2.15.5. a competent authority;

2.15.6. an association of persons or a body of individuals whether incorporated or not;

2.15.7. a co-operative society registered under any law relating to co-operative societies;

2.15.8. any such other entity as the appropriate Government may, by notification, specify in this behalf;

2.16. "real estate agent" means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as a commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middlemen by whatever name called.

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2.17. "RERA" shall mean Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed there under.

2.18. "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 for the State of Uttar Pradesh as amended from time to time.

2.19. "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016.

2.20. "Sanctioned plan" means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project.

2.21. "Section" means a section of the Act.

2.22. "Taxes" shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to Goods and Service Tax (GST), property tax, fees and other applicable taxes presently and/or imposed by the Authorities at any time in the future (including with retrospective effect, if any) in respect of the Project/Plot/Total Price hereunder including even after the sale and handing over of possession of the Plot, which shall additionally be payable by the Buyer which are not included in the Total Price and any other charges.

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2.23. "Third Party" or "Third Parties" shall mean any Person other than a Party.

3. Recitals

3.1. WHEREAS the Seller is the lawful owner and in possession of the land situated at **Khasra no. 962, Village: - Noor Nagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh**, area ad-measuring 7514.79 Sq. Meters, duly sanctioned by Ghaziabad Authority, and registered under RERA vide Registration No. _____;

3.2. AND WHEREAS Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising _____ Plots and the said project shall be known as "**THE ESTATES**" ("Project");

3.3. AND WHEREAS the Seller has undertaken to develop the plotted colony '**The Estates**' comprising **150 plots**;

3.4. AND WHEREAS the Ghaziabad Development Authority has granted the commencement certificate to develop the Project vide approval dated bearing no. .

3.5. AND WHEREAS the Seller has obtained the final layout plan approvals for the Project from . The Seller confirms that Seller has not made any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

3.6. AND WHEREAS the Seller has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at on no. under registration no.

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3.7. **AND WHEREAS** the Buyer had applied for a plot in the Project vide application no. dated and has been allotted plot no. having area of square feet / meters and plot for garage / closed parking admeasuring square feet (if applicable)] in the , as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Plot**”);

3.8. **AND WHEREAS** the Buyer, having thoroughly verified and satisfied himself with the Seller’s clear and marketable title, as well as after examining and inspecting the location, permissions, approvals, features, and limitations relating to the Project Land and the Project, had entered into an Agreement for Sale with the Seller on XXXXXXXXXX. The said Agreement pertains to the purchase of plot bearing number XXXXXXXX admeasuring XXXXXXXX square meters along with a plot for garage/covered parking admeasuring _____ square meters (if applicable), intended for residential / commercial use. The said plot is more particularly described in **Schedule-I** and delineated in the layout plan annexed hereto as **Schedule-II** (hereinafter referred to as the “**said Plot**”), together with the right to use the Common Areas. The Parties hereby confirm that they had executed an Agreement to Sell on xx day of **xxxxxx 2025**;

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- 3.9. AND WHEREAS** the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter;
- 3.10. AND WHEREAS** the Ghaziabad Development Authority has granted the occupation-cum-completion certificate with regard to the Project vide approval dated **DDMMYYYY** bearing registration number **XXXXXXXXXXXXXX**;
- 3.11. AND WHEREAS** The Buyer has inspected the said Plot and has personally verified the ownership and title records of the Project Land, along with the approvals, consents, and permissions granted by the Competent Authorities. The Buyer has also reviewed all relevant information, clarifications, and specifications pertaining to the said Plot and the Project as sought by him. After examining the relevant documents and records and conducting a site inspection, the Buyer hereby acknowledges and confirms that he/she/it is fully satisfied in all respects regarding the Seller's right, title, and interest in the Project Land, the Project, and the said Plot. The Buyer further confirms that he/she/it has fully understood the limitations and obligations of the Seller in respect thereof, as well as the Seller's competence to execute this Deed, and that the purchase of the said Plot has been made based solely on the Buyer's own judgment, verification, and investigation.
- 3.12. AND WHEREAS** the Seller expressly disclaims having made any representation, warranty, statement, or estimate of any nature

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whatsoever, whether oral or written, except those expressly set forth in this Deed. No oral or written representation or statement made by the Seller, other than as specifically contained herein, shall be deemed to form part of this Deed.

- 3.13. **AND WHEREAS** this Deed shall supersede all prior discussions, negotiations, representations, understandings, arrangements, and agreements, whether oral or written, between the parties in relation to the said Plot and the subject matter hereof;
- 3.14. **AND WHEREAS** in accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Seller hereby agrees to sell and the Buyer hereby agrees to purchase the Plot and the garage/closed parking (if applicable) as specified above;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises, and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

4. Consideration

- 4.1. That in consideration of a sum of **Rs. XXXXXXXXXX** (Rupees **XXXXXXXXXX** only) (the "**Total Price**"), the receipt and acknowledgment of which the Seller hereby admits and confirm **the Seller doth hereby** grant, sell, convey, transfer, assign, and assure unto the Buyer **the said Plot**, being Plot No. **XXXXXXXXXX**, admeasuring approximately **XXXXXXXXXX** square metres (i.e., **XXXXXXXXXX** square

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yards approximately), together with a plot for garage/covered parking admeasuring _____ square feet (if applicable), more particularly described in **Schedule-I** and delineated in the layout plan annexed hereto as **Schedule-II**, together with the right to use the Common Areas and all rights, easements, and appurtenances appertaining thereto, **to have and to hold the same absolutely and forever**, subject to the restrictions, covenants, exceptions, and conditions contained in this Deed.

5. Taxes and Statutory Dues

5.1. The Buyer hereby agrees and acknowledges that the **Total Price** stated herein is inclusive of all **Taxes** levied or leviable by the Competent Authorities in respect of the said Plot, the Project Land, and the Project. The Buyer further agrees that, in the event any amount becomes payable by the Seller on account of any Tax, duty, cess, levy, interest, or penalty (including, without limitation, GST, VAT, or any interest or penalty for delayed payment), the Buyer shall, on demand, pay to the Seller his/her/its proportionate share of such amount promptly and without any objection, delay, or demur.

6. Transfer of Rights

6.1. The Seller hereby transfers and conveys all its right, title, and interest in the said Plot unto the Buyer, to hold the same as absolute owner thereof, together with all rights, liberties, privileges, and easements attached or appurtenant thereto, and all the estate, right, title, interest, claim, and demand whatsoever of the Seller into and upon the said Plot.

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6.2. The Seller confirms that the said Plot hereby sold and conveyed under this Deed is free from all mortgages, encumbrances, liens, charges, claims, attachments, or other interests of any nature whatsoever, **save and except** those, if any, created at the instance or request of the Buyer for obtaining a loan or financial assistance for the purchase of the said Plot.

7. Possession

7.1. The Seller hereby delivers, and the Buyer hereby accepts, peaceful physical possession of the said Plot. The possession of the said Plot has been delivered by the Seller to the Buyer simultaneously with the execution of this Deed. The Buyer hereby confirms and acknowledges that, prior to taking possession, he/she/it has personally and physically inspected and verified the said Plot and is fully satisfied with its area, dimensions, measurements, specifications, cost, charges, and all other particulars relating thereto. The Buyer further declares that he/she/it has no complaint, claim, demand, or objection whatsoever against the Seller in respect of the said Plot or any matter incidental thereto.

7.2. Handover of Common Areas

7.2.1. The Buyer agrees and acknowledges that the Common Areas will be handed over to the Association of Buyers or the relevant Competent Authority, as applicable, upon obtaining the completion certificate from the Competent Authority in accordance with Applicable Laws.

7.3. Independent Areas

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- 7.3.1. It is clarified that the Buyer shall have **no ownership or proprietary right** in the Independent Areas of the Project. The Buyer's right to use such Independent Areas shall be limited strictly to those areas specifically authorized or allotted to the Buyer by the Seller.
- 7.3.2. The Buyer further understands and acknowledges that **service areas** in the Project, including but not limited to electric substations, transformer rooms, DG set rooms, underground and overhead water tanks, pump rooms, maintenance and service rooms, firefighting equipment, and other areas reserved for maintenance staff or Project services, shall **not be used** by the Buyer for parking or any other purpose.

8. Covenants by the Buyer

- 8.1. The Buyer hereby covenants and agrees with the Seller that the Buyer shall henceforth:
 - 8.1.1. pay all future taxes, charges, and assessments levied in respect of the said Plot;
 - 8.1.2. abide by the terms, conditions, and restrictions contained in this Deed, the Agreement, and the Maintenance Agreement; and
 - 8.1.3. use the said Plot strictly for residential purposes, in accordance with applicable laws and the sanctioned layout plan.
- 8.1.4. In the event the Seller is required to make any payment of such levies, charges, taxes, fees, duties, or other statutory dues to the Competent Authorities, the Buyer shall be liable to reimburse the Seller, on a proportionate basis along with applicable interest, as

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per the demand raised by the Seller. If the Seller has already made any such payment, in full or in part, the Buyer shall, on demand, reimburse the Seller for his/her/its proportionate share **without delay or demur**.

9. Provision of Additional Facilities and Compliance with Applicable Laws

9.1. If, in the opinion of the Seller or any of its nominees, or as required under any existing or future **Applicable Laws** applicable to the said Plot or the Project, it becomes necessary to provide, install, or upgrade any facilities, equipment, or devices, including but not limited to:

- 9.1.1. Additional fire safety measures;
- 9.1.2. Provision of external, infrastructural, or peripheral services attributable to the Project or Project Land;
- 9.1.3. Increase in any charges, deposits, or securities payable to any Competent Authority; or
- 9.1.4. Increase in charges or deposits for bulk supply of electrical energy, water, or other services,

whether such requirements are prospective or retrospective, the **cost of such additional facilities, equipment, devices, upgradation, or increased charges** shall be borne and paid by the Buyer on a proportionate basis **as and when demanded by the Seller**, in addition to the Total Price payable for the said Plot

10. Indemnity

10.1. The Buyer agrees to indemnify and keep indemnified the Seller against any loss, claim, or demand arising from any breach by the Buyer of the terms, covenants, or conditions herein contained.

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11. Settlement of Prior Claims

11.1. The Buyer hereby agrees, confirms, and declares that all claims, demands, disputes, litigations, or grievances, if any, of the Buyer relating to any period prior to the execution of this Deed have been fully and finally settled. The Buyer further covenants that he/she/it shall not, at any time hereafter, raise or make any claim, demand, objection, or dispute of any nature whatsoever against the Seller, the Maintenance Agency, their nominees, assigns, or representatives, in respect thereof, including but not limited to any alleged delay in the development of the Project or in the handover of possession of the said Plot. All such past claims, demands, objections, or disputes, if any, shall be deemed to have been irrevocably waived and relinquished by the Buyer.

12. Liability for Enhanced Development and Statutory Charges

12.1. The Buyer acknowledges and confirms that he/she/it has paid to the Seller the proportionate charges towards **External Development Charges (EDC)** and **Infrastructure Development Charges (IDC)**, at the rates applicable up to the date of execution of this Deed.

12.2. The Buyer further acknowledges and confirms that, in the event of any **increase, enhancement, or revision** in such development charges (including EDC and IDC), or in the event of imposition of any **additional or fresh charges, levies, fees, cess, or demands** by any Competent Authority, whether prospective or retrospective in nature, the Buyer shall be liable to bear and pay to the Seller, on demand, his/her/its proportionate share of such increased or additional amounts, along

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with any incidental costs, expenses, or charges incurred by the Seller in respect thereof.

12.3. Such increase or additional demand shall include, without limitation, any amounts payable towards: -

12.3.1. taxes, duties, or levies of any kind;

12.3.2. costs relating to development or improvement of state/national highways, transport, irrigation, or power infrastructure;

12.3.3. enhancement of compensation payable to farmers or erstwhile landowners for acquisition or allotment of land by the relevant authorities; or

12.3.4. any other charge

12.4. Further, if any **additional external or peripheral services** are provided by the Central or State Government, or any local or statutory authority, in or around the Project or for any larger zone including the Project, and any charges are levied in respect thereof, the Buyer shall also be liable to pay to the Seller, on a proportionate basis, such charges as and when demanded, **in addition** to the total sale consideration of the said Plot.

13. Permitted Use of the Said Plot

13.1. The Buyer shall use, and shall permit the said Plot to be used, **solely for residential / commercial purposes**. The Buyer shall not use, or permit the use of, the said Plot or any construction thereon for any other purpose, including carrying out any objectionable trade, or for any illegal, offensive, immoral, or unethical activity. The Buyer shall not commit or permit any act or omission which, in the opinion of the

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Vendor, Maintenance Agency, or Association of Buyers, may cause **pollution, nuisance, damage, annoyance, or inconvenience** to the occupiers of adjoining plots or areas.

13.2. Any change in the specified usage of the said Plot that is inconsistent with the usage stipulated in this Deed, or with the rules, guidelines, or regulations prescribed by the Maintenance Agency or Association of Buyers, or which is detrimental to public interest, shall be deemed a **breach of the terms and conditions of this Deed** by the Buyer.

14. Restrictions on Activities Affecting Others

14.1. The Buyer shall not do, or permit anything to be done, in or around the said Plot that may:

14.1.1. Cause damage to any neighboring plot or other parts of the Project; or

14.1.2. Interfere with the use, access, or enjoyment of common spaces, passages, roads, or amenities available for common use.

14.2. The Buyer shall comply with all **instructions issued from time to time** by the Vendor, Maintenance Agency, or Association of Buyers in this regard.

15. Compliance with Policies, Guidelines, and Bye-Laws

15.1. The Buyer specifically agrees that the sale and transfer of the said Plot is **subject to strict compliance** with all policies, guidelines, bye-laws, rules, and regulations framed by the Vendor, Maintenance Agency, or Association of Buyers for occupation and usage of the Plot. Such regulations may include, without limitation:

15.1.1. Permitted usage of the Plot;

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- 15.1.2.** Operation hours of maintenance services;
- 15.1.3.** General compliance requirements for occupants of the Project; and
- 15.1.4.** Regulation of entry, exit, and security for visitors, invitees, or guests.

15.2. The Buyer acknowledges and agrees that such policies, guidelines, bye-laws, rules, and regulations are **subject to change from time to time** at the discretion of the Vendor, Maintenance Agency, or Association of Buyers, as applicable.

16. Maintenance and Upkeep

16.1. The Buyer shall be solely responsible, at his/her/its own cost, for the proper **maintenance and upkeep** of the said Plot and any construction thereon. This includes keeping the sewers, drains, pipes, and all appurtenances belonging thereto in **good repair and proper working condition**, and ensuring that the structural integrity, support, shelter, or other components of the building and the Project are **not damaged, jeopardized, or compromised** in any manner.

17. Restrictions on the Buyer

17.1. The Buyer shall not, and shall not permit any of its agents, servants, occupants, clients, or visitors to do, the following in the Project, the said Plot, the construction thereon, or the Common Areas:

17.1.1. Do or suffer to be done anything in violation of the terms of this Deed, the Agreement, the Maintenance Agreement, or any Applicable Laws and rules of the Competent Authority.

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- 17.1.2.** Alter the approved colour scheme, exterior painting, or elevation/design of the Plot or construction thereon.
- 17.1.3.** Store or keep any hazardous, combustible, flammable, or inflammable goods or chemicals in the Plot, or place heavy materials in staircases, passages, or Common Areas.
- 17.1.4.** Remove any structural or load-bearing wall of the Plot or building constructed thereon.
- 17.1.5.** Use any part of the Common Areas, parks, roads, or open spaces for public gatherings, functions, or meetings without prior written consent from the Seller or Maintenance Agency and payment of applicable charges.
- 17.1.6.** Keep or chain pets, dogs, birds, or other animals in the Common Areas.
- 17.1.7.** Object to or interfere with the Seller's connection or linking of amenities/facilities (e.g., water, sanitary/drainage systems) with existing Project infrastructure.
- 17.1.8.** Subdivide or amalgamate the Plot with any adjoining plot(s); in case of joint Buyers, each Buyer's share shall remain undivided, unidentified, and impartible.
- 17.1.9.** Undertake any construction or re-construction on the Plot without obtaining all necessary permissions from the concerned authorities and prior written approval from the Seller or Maintenance Agency.

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- 17.1.10.** Store, bring, or permit storage of prohibited, hazardous, combustible, or inflammable substances that may cause fire or endanger safety of the Plot, adjacent plots, or the Project.
- 17.1.11.** Place any material, debris, or structure in the Common Areas.
- 17.1.12.** Construct, place, or maintain any object or structure upon, over, or under the Common Areas.
- 17.1.13.** Litter, pollute, or dispose of trash, garbage, or excess material in areas adjoining the Plot or in the Common Areas.
- 17.1.14.** Use the Plot, Common Areas, or other Project facilities in contravention of this Deed, the Agreement, the Maintenance Agreement, rules, regulations, bye-laws, guidelines framed by the Maintenance Agency or Association of Buyers, or Applicable Laws.
- 17.1.15.** Cause damage to, encroach upon, or obstruct any part of the Project, Common Areas, limited common areas, facilities, or other plots.
- 17.1.16.** Keep batteries, inverters, petrol, kerosene, generators, air conditioners, coolers, vessels, or other items in staircases, entrances, roads, or parking areas.
- 17.1.17.** Obstruct or hinder free access to rights of passage, Common Areas, or other common facilities, including by locking, blocking, or improper parking.
- 17.1.18.** Sink any bore-well, dig any well, or undertake excavation in the Plot or Project.
- 17.1.19.** Alter, redistribute, or draw electrical load in a manner not conforming with the electrical systems installed in the Project.

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18. Modification of Exterior Design

18.1. The Buyer shall not, and covenants that he/she/it shall not, change, modify, add to, or alter in any manner whatsoever the **exterior elevation or design** of the said Plot or any construction thereon as provided by the Seller. Any proposed change shall require the **prior written approval of the Seller.**

19. Liability for Damage

19.1. If any damage is caused to the said Plot, the Common Areas, or the Project due to any act, negligence, or default on the part of the Buyer, or by his/her/its employees, agents, servants, guests, or invitees, the Buyer shall be solely liable and responsible for all consequences, including payment for rectification of such loss or damage, as may be levied by the Seller, Maintenance Agency, or Association of Buyers.

20. Right of the Seller to Rectify

20.1. The Buyer agrees and confirms that any non-compliance with the provisions of this clause shall entitle the Seller and/or Maintenance Agency to enter the said Plot and remove any unauthorized alterations, fittings, fixtures, or changes at the cost and expense of the Buyer.

21. Project Name

21.1. The name of the Project shall always remain **The Estates**. The Buyer, or his/her/its lessees, occupants, transferees, assignees, or the Association of Buyers, shall not change or alter the name of the Project in any manner whatsoever.

22. Maintenance of the Said Plot and Project

22.1. Provision of Services

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22.1.1. The Seller/Maintenance Agency shall provide and maintain essential services in the Project until the maintenance of the Project is formally taken over by the Association of Buyers or the Competent Authority, upon issuance of the Project completion certificate. Such services shall be provided **subject to timely payment** of maintenance costs, charges, and other amounts payable by the Buyer under this Deed, the Agreement, and the Maintenance Agreement.

22.2. Maintenance Agreement

22.2.1. The Buyer shall execute a **Maintenance Agreement** with the Maintenance Agency, which shall define:

- 22.2.1.1.** The scope of essential and other maintenance services; and
- 22.2.1.2.** The charges and costs payable by the Buyer, which shall be paid promptly without any demur.

22.3. Scope of Essential Services

22.3.1. The Maintenance Agency shall provide essential services relating primarily to:

- 22.3.1.1.** Motorable internal roads (excluding public/sector roads);
- 22.3.1.2.** Electricity supply;
- 22.3.1.3.** Water supply;
- 22.3.1.4.** Sewerage and drainage; and
- 22.3.1.5.** Storm water disposal.

22.3.2. Other maintenance services regarding Common Areas shall be as per the Maintenance Agreement. The Maintenance Agency and Seller shall **not be responsible** for maintenance of public

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infrastructure provided or maintained by Competent Authorities, including major roads, green belts, electricity, or water supply.

22.4. IFMS & SFD Deposit

22.4.1. The Buyer shall pay an **interest-free maintenance security and sinking fund deposit (“IFMS & SFD”)** at the rate of Rs. XXXXXXXX per square yard of the Plot area. The IFMS & SFD is **in addition to the Total Price** and shall be demanded as per the Maintenance Agreement. Non-payment shall attract compounded interest as specified in the Maintenance Agreement.

22.4.2. Utilization and Adjustment of IFMS & SFD

22.4.2.1. The IFMS & SFD shall be retained by the Seller/Maintenance Agency or its nominee. The utilization/adjustment shall be in accordance with the Maintenance Agreement. Non-payment of IFMS & SFD or maintenance charges may result in **disconnection of electricity/water supply or suspension of maintenance services.**

22.4.3. Transfer of IFMS & SFD

22.4.3.1. In case of transfer of the Plot to a subsequent purchaser, the IFMS & SFD shall be transferred to the new buyer, after adjustment of any outstanding charges or dues by the original Buyer, who shall also make good any deficit.

22.5. Replacement, Upgradation, and Repair Costs

22.5.1. Costs for replacement, upgradation, repairs, additions, or refurbishment of plant, machinery, infrastructure, roads, drains, water/sewer systems, electrical installations, or other capital

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facilities shall be **borne proportionately by all Plot owners, including the Buyer**, as per demands raised by the Seller. The Seller/Maintenance Agency shall have sole discretion to decide on necessity, timing, and cost. The Buyer shall comply with such decisions.

22.6. Obligation to Cooperate

22.6.1. The Buyer shall execute all documents, agreements, and provide assistance as required by the Seller/Maintenance Agency. Default in payment shall attract interest as specified in the Maintenance Agreement.

22.7. Use of IFMS & SFD for Non-Payment

22.7.1. If the Buyer fails to pay maintenance charges, the Seller/Maintenance Agency may utilize the IFMS & SFD to cover common maintenance expenses, repairs, replacements, and service charges. Any shortfall shall be made good by the Buyer within **15 (fifteen) days** of demand. The Seller may revise IFMS & SFD to reflect increased maintenance costs, payable by the Buyer on demand.

22.8. Additional Costs

22.8.1. The Buyer shall bear, in addition to Total Price, costs related to:

22.8.1.1. Stacking or removal of construction debris and road repairs due to construction on the Plot;

22.8.1.2. Electric service connection (meter cost, energizing charges, etc.); and

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22.8.1.3. Sewer and water connections from mains laid along the road serving the Plot.

22.9. Right of Entry

22.9.1. The Buyer shall permit the Seller/Maintenance Agency or their representatives, agents, or workmen to **enter the Plot or building** during normal working hours, after due notice, to:

22.9.1.1. Carry out repairs or alterations;

22.9.1.2. Connect/disconnect electricity or water; or

22.9.1.3. Repair/maintain common utilities or services.

22.9.2. In case of **emergencies**, the Seller/Maintenance Agency may enter the Plot **without notice**, and the Buyer shall cooperate fully.

Refusal to allow entry shall constitute a **violation of this Deed**.

23. Construction Obligations

23.1. The Buyer shall complete construction on the Plot and obtain the **Occupation Certificate** from the competent authority within **XXXXXXXXXX (YYYY)** months from the date of execution of this Deed. Construction must comply with Applicable Laws, requisite permissions, approvals from Competent Authorities, and prior written NOC from the Seller/Maintenance Agency.

23.2. Liability for Construction

23.2.1. The Buyer acknowledges that the Seller shall **not be responsible or liable** for any construction or development on the Plot. All building plans, drawings, and approvals must be pre-approved by the Seller.

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23.2.2. The Buyer agrees that all construction and development on the said Plot, of any nature whatsoever, shall be the **sole and exclusive responsibility, obligation, and liability** of the Buyer. The Buyer shall:

23.2.2.1. Obtain and maintain all necessary permissions and approvals for construction and development at his/her/its own cost; and

23.2.2.2. Carry out all construction and development at his/her/its own cost in compliance with **Applicable Laws**, sanctioned building plans, and other approvals, without any liability on the Seller.

23.2.3. The Buyer shall remain fully responsible for any consequences arising from **non-compliance with Applicable Laws** or misuse of the construction/development on the said Plot.

23.3. Permitted Use of Construction

23.3.1. The Buyer agrees and acknowledges that the construction on the said Plot shall be used by the Buyer, occupants, nominees, legal heirs, employees, servants, guests, and invitees only for **lawful purposes permitted under Applicable Laws**.

23.4. Respect for Common Areas

23.4.1. The Buyer shall ensure that construction on the Plot does not **hinder, block, or obstruct** the peaceful enjoyment or access to the Common Areas. The Buyer shall not permit any act or omission that adversely affects or obstructs the proper and responsible use of the Common Areas by others.

24. Insurance

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24.1. The Buyer shall obtain and maintain **insurance coverage** for the Plot, construction thereon, and contents therein at his/her/its own cost.

25. Association of Buyers

25.1. The Buyer shall join the **Association of Buyers** formed or to be formed by the Seller. The Buyer shall:

25.1.1. Pay all prescribed fees and subscription charges;

25.1.2. Complete all necessary documentation and formalities as required by the Seller; and

25.1.3. Comply with the bye-laws, rules, regulations, and policies of the Association.

26. Declarations, Confirmations, and Compliance by the Buyer

26.1. Incorporation of Agreement

26.1.1. The Buyer declares and confirms that all terms and conditions of the said **Agreement for Sale** shall be deemed to be incorporated in this Deed, **except** for those terms which are inconsistent or at variance with the terms of this Deed. In such cases, the terms of this Deed shall **prevail**.

26.2. Compliance with Applicable Laws

26.2.1. The Buyer shall at all times comply with all **Applicable Laws, bye-laws, rules, regulations, notifications**, and conditions of approvals applicable to the Plot, Project, and Project Land, including those issued by any Competent Authority or local body. The Buyer shall be solely responsible and liable for **any violation** of such provisions.

26.3. Adherence to Approved Plans

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26.3.1. The Buyer shall neither do, nor permit anything to be done, on any part of the Project that would **contravene the sanctioned plans, completion certificate, or any other approvals/permissions** related to the Project.

26.4. Due Diligence

26.4.1. The Buyer confirms that he/she/it has conducted **due diligence** of the said Plot and Project, sought all clarifications, and perused and verified all relevant documents. The Buyer acknowledges being satisfied with the **right, title, and interest of the Seller** over the Project Land and with the features and characteristics of the said Plot.

26.5. Protection of Seller's Rights

26.5.1. The Buyer shall not do, omit, or knowingly permit anything to be done that may **violate, jeopardize, forfeit, or extinguish** the rights, interest, or title of the Seller to the Project or Project Land.

26.6. Obligation to Ensure Compliance

26.6.1. The Buyer shall ensure that all **nominees, officers, subordinates, servants, agents, and representatives** comply with all terms, conditions, rules, laws, bye-laws, and regulations stated herein, as well as those required under Applicable Laws, for the occupation and use of the said Plot. The Buyer shall be responsible for ensuring full compliance.

27. Subsequent Transfers

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27.1. The Buyer may transfer or assign the said Plot, or any interest therein, **only with the prior written consent of the Seller**, and subject to the following conditions:

27.1.1. Written Request

27.1.1.1. The Buyer must submit a written request to the Seller seeking such transfer or assignment.

27.1.2. Clearance of Dues

27.1.2.1. All dues, payments, charges, deposits, accrued interest on delayed payments, other costs, Taxes, and duties up to the date of transfer must be fully cleared by the Buyer.

27.1.3. Payment of Transfer Charges

27.1.3.1. The Buyer shall pay administrative/transfer charges as prescribed by the Seller and applicable Competent Authorities, which may be revised from time to time, along with any applicable Taxes.

27.1.4. Execution of Documents

27.1.4.1. The Buyer shall execute all documents or applications as may be required by the Seller for effecting the transfer.

27.1.5. No Objection Certificates

27.1.5.1. The Buyer shall obtain **No Objection Certificates** from the Seller, Maintenance Agency, and other relevant Competent Authorities, as applicable.

27.1.6. Assignee's Compliance

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27.1.6.1. The proposed assignee or transferee must agree to comply with all formalities and execute such documents as may be required by the Seller.

27.1.7. Financial Institution Clearance

27.1.7.1. If the Buyer has obtained any finance or loan against the said Plot from any financial institution or bank, a **No Objection Certificate** from such financial institution or bank shall be required prior to transfer.

27.2. Change in Name of Buyer

27.2.1. Any change in the name of the Buyer (including addition or deletion of names) as registered with the Seller shall be deemed a **transfer** for the purposes of this Deed. Any claims or disputes arising between the Buyer and the subsequent transferee in respect of such transfer or assignment shall be **settled solely between them**, without any responsibility on the Seller.

27.3. Transfers Amongst Family Members

27.3.1. In the case of transfer of the said Plot among family members (i.e., husband, wife, own children, mother, father, real brother, or real sister), the administrative/transfer charges shall be **[.]% of the normal administrative/transfer charges**.

27.4. Transfer on Death of Buyer

27.4.1. In the event of the death of the Buyer, the said Plot shall be transferred to the **legal heirs** of the Buyer upon submission of the documents as may be required by the Seller and/or Maintenance Agency.

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27.5. Obligations of Subsequent Transferee

27.5.1. It is expressly agreed that all provisions of this Deed, and obligations arising hereunder in respect of the said Plot and the Project, shall be **equally applicable and enforceable against any subsequent transferee**. Such obligations shall run **with the Plot** for all intents and purposes.

27.5.2. The Buyer shall ensure that any person to whom the said Plot or any part thereof is let, transferred, assigned, or given possession shall:

27.5.2.1. Execute, acknowledge, and deliver such instruments as may be reasonably required by the Seller and/or Maintenance Agency; and

27.5.3. Take any actions necessary to **confirm or perfect the rights** created or transferred pursuant to such transaction.

27.6. The Buyer further undertakes to **incorporate the terms of this Deed** in any transfer, sale, lease, or similar document executed in respect of the said Plot or any part thereof.

28. Loan / Finance

28.1. Loan by Buyer

28.1.1. The Buyer may avail loan or finance against the said Plot at its **sole risk and cost**, and subject to Applicable Laws. The Seller makes no representation or warranty regarding the mortgage-ability or eligibility of the said Plot for financing, as different banks or financial institutions have their own rules and regulations.

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However, the Seller may provide reasonable assistance or guidance to the Buyer in this regard.

28.2. Buyer's Responsibility

28.2.1. The Buyer shall be solely responsible and liable for:

28.2.1.1. Repayment of any loan or finance availed;

28.2.1.2. Satisfaction of charges or mortgages; and

28.2.1.3. Compliance with the terms and obligations under agreements executed with banks or financial institutions, **without any liability on the Seller.**

28.3. Obligations under Tripartite Agreement

28.3.1. In the event of termination of any agreement or tripartite agreement executed with the lending bank, financial institution, or Seller, the Seller shall be entitled to make payments to the lending bank or financial institution under such agreements. The Buyer agrees not to create any hindrance, interference, or disputes in respect of the Seller's compliance with its obligations under such agreements.

28.4. Seller's Right to Raise Finance

28.4.1. Notwithstanding anything contrary contained herein or in the Agreement, the Seller may raise loan or finance from any bank, financial institution, or other lending parties, and for this purpose may create **mortgage, charge, security, or encumbrance** on the Project Land (except the said Plot), the Project, and/or receivables from the Project in favour of such banks, financial institutions, or

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lending parties. The Buyer shall have **no right to object** to any action or step taken by the Seller to raise such finance.

29. Remedy for Breach

29.1. In the event of non-observance of any provision of this Deed, Agreement, and/or Maintenance Agreement, the Seller/Maintenance Agency may issue a notice to the Buyer to rectify the breach. If the Buyer fails to rectify the breach within the notice period, the Seller and/or Maintenance Agency, through their authorised representative, shall be entitled, but not obligated, to remedy or rectify the breach at the **cost and expense of the Buyer**. The Buyer shall also be liable for all losses, damages, claims, penalties, liabilities, costs, and expenses suffered by or incurred by the Seller and/or Maintenance Agency in this regard. It is expressly agreed that if the Buyer fails to rectify such breach within the notice period, the Seller reserves the right to **unilaterally cancel this Deed**.

30. Acknowledgment by Buyer

30.1. The Buyer confirms that he/she/it has read, understood, and acknowledged each and every clause and covenant of this Deed, including its legal implications and the obligations and liabilities of the Buyer as set forth herein.

31. Indemnity

31.1. The Buyer shall indemnify, defend, and hold harmless the Seller, its directors, officers, employees, agents, representatives, the Maintenance Agency, and the Association of Buyers from and against all claims, demands, actions, liabilities, losses, damages, costs,

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expenses, interest, penalties, proceedings, judgments, settlements, and third-party claims (including professional fees) arising out of or in connection with:

- 31.1.1.** Non-payment by the Buyer of any taxes, levies, fees, charges, duties, or other statutory obligations;
- 31.1.2.** Breach of any representation or warranty by the Buyer, including any representation or warranty found to be false, untrue, or misleading; or
- 31.1.3.** Non-fulfilment, non-observance, or non-performance by the Buyer or its nominees, assignees, transferees, lessees, tenants, or licensees of the covenants, conditions, undertakings, and obligations under this Deed, Agreement, Maintenance Agreement, or Applicable Laws.

32. Expenses of Execution and Registration

- 32.1.** All expenses related to execution and registration of this Deed, including stamp duty, registration fees, and other incidental charges, shall be borne solely by the Buyer. Any deficiency in stamp duty, including penalties and charges levied by the Competent Authority, shall also be borne and paid by the Buyer, without any liability on the Seller.

33. Schedules

- 33.1.** The Schedules annexed to this Deed form an integral part hereof and shall be read in conjunction with this Deed for the purpose of interpreting its terms and conditions.

34. Severability

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34.1. If any provision of this Deed is determined to be void or unenforceable under Applicable Laws, such provision shall be deemed amended to the extent necessary to comply with Applicable Laws, and the remaining provisions shall remain valid and enforceable.

35. Non-Waiver

35.1. Failure by any Party to enforce, at any time or for any period, any term, condition, or provision of this Deed shall not constitute a waiver of such term, condition, or provision, nor of the right of such Party to enforce the same subsequently.

36. Regulatory Compliance

36.1. The Seller has made it expressly clear to the Buyer that the rights of the Buyer in the said Plot are circumscribed by and subject to conditions imposed by the Ghaziabad Development Authority and/or any other statutory authority.

37. Observance of Applicable Laws

37.1. The Buyer shall observe all terms and conditions of this Deed, as well as all conditions, restrictions, and stipulations imposed by the approvals granted by the Ghaziabad Development Authority. The Buyer shall also comply with applicable zoning plans, layout plans, and other Applicable Laws relating to the said Plot and/or Project.

38. Further Assurances

38.1. Each Party agrees to execute, acknowledge, and deliver all further acts, documents, and instruments as may be reasonably required to carry out the transactions contemplated herein. The Buyer undertakes to

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execute all requisite documents and present for execution and registration as and when required by the Seller.

39. Proportionate Payments

39.1. Wherever any payment by the Buyer is to be made in common with other Buyers in the Project, such payment shall be in proportion to the area of the said Plot relative to the total area of all plots in the Project.

40. Jurisdiction

40.1. The competent courts at Ghaziabad alone shall have exclusive jurisdiction to try and decide all disputes arising out of, touching upon, or concerning this Deed.

41. Entire Deed

41.1. This Deed, along with its schedules, constitutes the entire Deed between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other Deeds, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot, as the case may be.

42. Right to Amend

42.1. This Deed may only be amended through written consent of the Parties.

43. Place of Execution

43.1. The execution of this Deed shall be complete only upon its execution by the Seller through its authorized signatory at the Seller 's Office, or at some other place, which may be mutually agreed between the Seller and the Buyer , in after the Deed is duly executed by the Buyer and the Seller or simultaneously with the execution the said Deed shall be

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registered at the office of the Sub-Registrar. Hence this Deed shall be deemed to have been executed at **Ghaziabad**.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed for sale at **Ghaziabad** in the presence of attesting witness, signing as such on the day first above written.

Signatures

Signed and executed on this _____ day of _____ 2025 at Ghaziabad, Uttar Pradesh.

Seller : _____

Buyer : _____

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Schedule I

(Description of Plot)

Block

Plot No

Plot Type

Plot Area

The said Plot is bounded as under:

North By:

South By:

East By:

West by:

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Schedule II

("Lay out Plan of the said Plot ")

