

SALE DEED
BEFORE SUB-REGISTRAR - I, MEERUT
DETAILS OF THE DEED

1.	Type of Property	:	Residential
2.	Ward/Pargana	:	Meerut
3.	Mohalla/Village	:	“Ornate Apartments”, Scheme no. 11, Jagriti Vihar, Near Sarvodaya Vihar, Meerut
4.	Details property	:	Apartment No.____, Floor____, Type __BHK
5.	Unit of Measurement	:	Sq. Mt.
6.	Position of Road	:	Colony Road
7.	Other details (9 mt Road/Corner)	:	N.A
8.	Carpet Area (of Apartment)	:sq. ft/sq. mtrs
9.	Covered Area (of Apartment)	:sq. ft/sq. mtrs
10.	Super Area (of Apartment)	:sq. ft/sq. mtrs
11.	Status (Finished/Unfinished)	:	Finished
12.	Type of Construction	:	First Class Construction (with RCC Structure)
13.	Year of the Construction	:	
14.	Co-operative Housing Society Members Connection	:	No
15.	Sale Consideration	:	Rs. _____/-

16.	Market Value (as per Circle Rate)	:	Rs. _____/-
17.	Stamp Duty Paid	:	Rs. _____/-

This Sale Deed is executed at Meerut on thisnd day of, 20...:-

BETWEEN

M/S NEEDHISHREE BUILDCON PRIVATE LIMITED, (a Company incorporated under the Indian Companies Act 1956), (PAN NO.....) having its registered office at G.F., Cloud 9 Apartment, Shastri Nagar, Meerut through its Directors SHRI VINOD KUMAR TYAGI, S/o Shri Ishwar Chand Tyagi R/o 134, Civil Lines, Meerut and SHRI NARENDRA KUMAR SHARMA S/o Shri Pitam Sharma R/o B-44, Rajendra Puram, Mawana Road, Meerut City, (who has been duly authorized to execute the said sale deed vide BOD resolution dated)(hereinafter called the "VENDOR" which expression shall unless repugnant to the context or meaning thereof shall mean and include its executors, administrators, permitted assigns, successors, representatives etc.)

AND

MR.....S/O.....(PAN NO.) resident of House no (hereinafter called the "VENDEE, which express shall, unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, legal representatives and assigns.

WHEREAS, THE VENDOR is the sole and absolute owner and in possession of Land Ad-measuring 3879.60 sq. meters, situated at Khasra nos. 6320/1, 6321/1 of Kasba Meerut Pargana, Tehsil and District, Meerut (land areasq. meters has been acquired for road widening), Near Scheme no. 11, Jagriti Vihar,

Near Sarvodaya Vihar, Meerut, having been purchased the same vide five registered sale deeds, out of which three sale deeds all dated 04th February, 2012 are registered with the office of Sub-Registrar – I, Meerut at serial no. 1302, 1303, 2409 respectively on 06th February, 2012 and two sale deeds both dated 31st July, 2012 are registered with the office of Sub-Registrar – I, Meerut at serial no. 8273 and 8274 respectively on 01st August, 2012 (hereinafter called the said land)

WHEREAS, after purchasing the above said land, the VENDOR Company formed a scheme for the development of above mentioned land into “MULTI STORIED GROUP HOUSING RESIDENTIAL SCHEME” under the name and style of “**ORNATE APARTMENTS**”.

AND WHEREAS, the “VENDOR” after getting Layout Plan No. **1371** dated 24th May, 2016 approved from U.P.AVAS EVAM VIKAS PARISHAD and completing all the required formalities, has constructed and developed multistoried Group Housing/residential Apartments over “the said land”.

AND WHEREAS, as per the said Group Housing Residential Scheme formulated, the common access roads for the Group Housing Residential Scheme are not part of the “**SCHEDULE – A**” herein below and shall remain for common use of residents & owner of Ornate apartments. The VENDEE will have no objection whatsoever for the VENDOR using the said roads as access roads for any future development adjoining land to “the said land”.

AND WHEREAS, the VENDEE has examined all the documents relating to the title and ownership of the land held by the VENDOR, the scheme formulated by the VENDOR and the sanctioned plans by U.P.AVAS EVAM VIKAS PARISHAD. The VENDEE herein being satisfied himself regarding the saleable right, title and interest in the said land of “the VENDOR” and the construction of the Apartments, the VENDEE hereby agrees not to raise any disputes regarding the title of “the VENDOR” and their right to transfer through a registered instrument of sale in favour of the VENDEE.

AND WHEREAS, the VENDEE has approached the VENDOR herein and requested for sale of Residential Apartment bearing No. _____, situated atFloor, of Tower/ Block____, ad-measuring Carpet Area.....sq. mtrs/covered area.....sq. mtrs, and Super areasq. mtrs, situated at “Ornate Apartments”, Scheme no. 11, Jagriti Vihar, Near Sarvodaya Vihar, Meerut, and the “VENDOR” has agreed to sell Residential Apartment bearing No. _____, situated atFloor, of Tower/ Block____, ad-measuring Carpet Area.....sq. mtrs/covered area.....sq. mtrs, and Super areasq. mtrs, situated at “Ornate Apartments”, Scheme no. 11, Jagriti Vihar, Near Sarvodaya Vihar, Meerut (**more particularly described in Schedule – A at the foot of the sale deed and the site plan annexed with this sale deed and hereinafter referred as “Scheduled Property”**) to the “VENDEE” for a sum of Rs./- (Rupees Only) and the VENDOR has received a sum of Rs./- (Rupees Only) from the VENDEE (**details of which are mentioned in Schedule – B at the foot of this deed**), receipt of which the VENDOR hereby acknowledges.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That for a consideration of Rs./- (..... only), the receipt of which the VENDOR hereby acknowledges, the VENDOR have sold, transferred, conveyed and assigned to the VENDEE the “Scheduled Property” TOGETHER WITH all rights, easements, benefits, advantages and appurtenances whatever attached thereto now or heretofore belonging or in any way appertaining thereto or held or enjoyed therewith including the common areas and facilities appurtenant thereto unto and to the use and benefit of the VENDEE absolutely and forever, free from any and all charges, claims, demands, attachments, liens, encumbrances, actions, proceedings, mortgage, *lis-pendens* and all third party rights whatsoever.
2. That the VENDOR has already handed over physical possession of the “Schedule Property” to the VENDEE and the VENDEE hereby confirms taking over the possession of the “Schedule Property” from the VENDOR

after the full satisfaction as to the area, construction and its location etc of the “Schedule Property”.

3. That after taking possession of the “Schedule Property”, the VENDEE shall have no claim against the VENDOR as to the area, any item of work, quality of work, materials used, installations, etc. of the “Schedule Property” on any other ground whatsoever.
4. That the VENDOR hereby assures the VENDEE that they are the rightful owner of the “Schedule Property” and have full rights to deal with the same. The VENDOR further declares and assures the VENDEE that the “Schedule Property” is free from all sorts, encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes & defects in the title of the VENDOR. and if, it is proved otherwise or an account of any such default of the VENDOR, VENDEE suffers any loss and whole or any part of property hereby conveyed is taken away from the possession of the VENDEE, then the VENDOR shall be liable to make good the loss thus suffered by the VENDEE entitling.
5. That all taxes such as House Tax, water tax, Sewerage tax, Electricity charges or any other taxes or charges shall be payable by VENDEE from the date of execution and registration of the present sale deed.
6. That it has been agreed between the VENDOR and the VENDEE, that save and except in respect of the “Schedule Property” hereby acquired by him, the VENDEE has no claim right, title or interest of any nature or kind, except the right of ingress and egress, in respect of all or any of the common areas, such as roads, lobbies, staircase, corridors, lifts, parking etc. and any action for partition or division of any part thereof and any covenant to the contrary shall be void.

7. That the open terrace on the roofs, parapet walls, stilt floor etc. and all basement shall be the property of VENDOR and the VENDOR shall be entitled to use them for any purpose whatsoever. Any Apartment owner or association or Apartment owners shall not have right of any nature in respect of the above said space and they will not be allowed any type of encroachment/construction on the above said areas.
8. That the VENDEE does hereby covenant with the VENDOR, that the VENDEE shall allow sweepers/maintenance staff to enter in the "Schedule Property" etc. for cleaning/ maintaining/ repairing of the pipes /leakage /sewerage in "Schedule Property" or any part thereof and the VENDEE consents that he will make good/bear the expenses for repairing the toilets/bathrooms/any other part of the "Schedule Property" or any other Apartment holder in said building and painting thereof damaged due to his negligence or willful act.
9. That the VENDEE has undertaken to abide by all prevailing laws, rules and regulations or any other laws as may be made applicable to the "Schedule Property".
10. That the VENDOR shall be entitled to obtain the refund of various securities deposited by them during or before construction of said building with various Govt./Local authorities for electric, water and sewer connections etc. and the VENDEE or any associations thereof shall have no claim, interest or right of any nature whatsoever in respect of such refund or deposits.
11. The entire stilt area of building shall remain the absolute property of the VENDOR. The VENDEE or association of the VENDEE or any other person/s has no right of any type in this stilt area. The VENDOR can use this entire area for any activity or sell it without any objection or resistance from VENDEE or any association thereof.

12. That the VENDOR had developed open parking area and covered parking areas and the parking would be enjoy by the VENDEE as common area and is not the part of the sale. That no car/Vehicle parking is allowed inside the Building except by those VENDEE, who has reserved the Car Parking space. Only one scooter/Two wheeler and one CAR of the VENDEE is allowed for parking inside the building and if the VENDEE has not reserved any additional car parking space at the time of booking of “Schedule Property”, then the VENDEE, in the case of non-availability of parking space in future, shall not have claim of any nature against the VENDOR for additional car parking space. The VENDEE shall park his other cars/Vehicle outside the building without obstacle the Gates of the building, at his own cost and risk.
13. That the VENDEE may transfer by sale, gift, exchange or otherwise in any manner, the “Schedule Property” after obtaining a “No objection” of the VENDOR as regards clearances/payments of outstanding, maintenance charges or any other kind of dues payable by the VENDEE to the VENDOR or to the Maintenance Agency (nominated by the VENDOR, till the formation and registration of RWA) concerned with maintenance of common areas, facilities, and services in the said colony.
14. That the VENDEE shall not use or permit the “Schedule Property” to be used for purpose other than residential purpose or for any purpose which may cause nuisance or annoyance to occupiers of other units in the colony or for any illegal or immoral purpose or to cause anything to be done in or around the “Schedule Property” which tends to cause damage to any residential premises adjacent or in any manner interfere with the use thereof or of space, areas, passages of amenities available for common use.
15. That the VENDEE has agreed that save and except in respect of the said “Schedule Property” he/she shall have no claim right title or interest of any nature or kind whatsoever except right of ingress and egress over in respect of the land of open spaces and all or any of the common areas and the VENDEE shall not in any manner whatsoever encroach upon the

common land areas and facilities and services not handed over to him. All unauthorized encroachments made by the VENDEE shall be liable to be removed at his/her costs.

16. That till such time operation and maintenance of various services and facilities of the said colony, namely internal roads, streetlight, water supply, sewerage and horticulture and taken over by the local bodies and a Residents Welfare Association (RWA) is formed and Registered , the VENDEE, shall pay to the VENDOR or its nominated agency, "Interest Free Maintenance Security" to ensure payment of maintenance charges which shall be payable by the VENDEE separately. Such charge shall be determined on pro-rata Apartment basis and the same shall be binding on VENDEE.
17. That the VENDOR and/or its associates, nominees shall look after the maintenance and upkeep of the common areas and facilities until these are handed over to some other body corporate or other agency nominated by the VENDOR for maintenance. The maintenance charge as determined by the VENDOR and thereafter by the aforesaid body or agency nominated by the VENDOR shall be borne and payable by the VENDEE and shall not be questioned.
18. That the VENDEE do hereby agree to pay all the Maintenance charges/service charges along with any tax on maintenance/service (if applicable) to the VENDOR or its nominated agency, as and when the VENDOR or its nominated agency demands the same.
19. That any delay in payments of Maintenance charges/service charges will make the VENDEE liable for interest @ 18% p.a. from the date when the Maintenance charges/service charges became due till the payment of any of said charges within the time specified and shall also disentitle the VENDEE to the enjoyment of common services including Electricity, Water, Lift etc. The date from which monthly maintenance charges will

fall due will be the date when the residential Apartment is offered for possession.

20. That in the event of continuing default of payment of Maintenance charges/service charges (towards common service and facilities) for three months, the VENDOR or its nominated agency shall have the rights to cut off the supply of water, electricity and other facilities.
21. That the VENDEE will hereinafter maintain the said “Schedule Property” in good conditions and shall not cause to be done anything in the common areas, roads, parks, toilet or the compound. The VENDEE shall be responsible for any loss or damages arising out of breach of any of these conditions.
22. That the VENDEE undertakes to indemnify & keep indemnified the VENDOR &/or anybody claiming through it against any claims, demands, actions, proceedings, losses, damages, recoveries, injunctions, charges, tax etc that may be imposed on the VENDOR in relation to present sale deed and/or in respect to said flat and if the VENDOR is being penalized or charged with any penalty, tax, claim or any kind of punitive action by any government authority, then the VENDEE shall indemnify and keep indemnifying the VENDOR for all such losses, expenses, charges, tax, penalty etc and are liable to reimburse and pay to the VENDOR all said losses, expenses, charges, tax, penalty etc incurred and paid by the VENDOR.
23. That the VENDEE shall have ownership rights only in respect of the “Schedule Property” and shall have no right of any type of any roads, park and other common facilities except to use them and the VENDEE and other occupants and purchaser of the other Apartments shall have no rights to put any gate or hindrance or divide the colony without the written permission of VENDOR.

24. That the VENDOR will provide Power Back of essential services of the building i.e. lift, submersible Water Pumps, Corridors & other specified open area. That the cost of electrical energy payable by the Vendor or its nominated Maintenance Agency to UPPCL/PVVNL and water augmentation respectively that will be used in the Common Areas and Facilities shall be borne by the VENDEE on pro-rata Apartment basis.
25. That VENDEE shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, nor of its Balconies etc and if it will be done by the VENDEE, the same will be removed by the VENDOR and the cost of which shall be borne by the VENDEE. That the VENDEE shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the Building or anywhere on the exterior of the Building or common areas.
26. That all expenses towards Stamp Duty, registration charges, legal charges, Service Tax, Cess, etc. and other all incidental charges required for execution and registration of this deed shall be borne solely by the VENDEE.

SCHEDULE-A (Description of the Property)

A Residential Apartment bearing No. _____, situated atFloor, of Tower/Block____, ad-measuring Carpet Area.....sq. mtrs/covered area.....sq. mtrs, and Super areasq. mtrs, situated at “Ornate Apartments”, Scheme no. 11, Jagriti Vihar, Near Sarvodaya Vihar, Meerut and its measurements and outer four boundaries are as under:-

EAST WEST NORTH SOUTH	
--------------------------------	--

SCHEDULE – B (DETAILS OF PAYMENT)

1. A Sum of Rs. _____/- (_____only) vide Bankers cheque bearing no..... dateddrawn on.....Bank, Meerut
2. A sum of Rs. _____/- (Rupeesonly) has been deducted on account of TDS and has been deposited with the office of Income Tax vide acknowledgment no.

OTHER DETAILS :-

1. The above said sold Apartment is situated within the Municipal Limit, Meerut and is under U.P. Awas Evam Vikas Parishad, Meerut.
- 2- The above said sold Apartment is residential and sold only for residential purposes.
- 3- The “Schedule Property” is situated in “ORNATE APARTMENTS” Scheme no. 11, Jagriti Vihar, Near Sarvodaya Vihar, Meerut and having a super area ofsq. mtrs. The “Schedule Property” is situated in multistoried building and the circle rate fixed by the Collector, Meerut is Rs. per meter, accordingly the value of Apartment as per circle rate comes to Rs. But, Since the apartment is situated onfloor, therefore a discount of% has been taken and after adding the common facilities i.e. (parking 5%, Power Backup 2%, Security Guard 2%, lift 5% total 14%), the total value of Apartment for the purposes of Stamp duty comes to Rs...../-
- 4- The stamp duty is paid by the VENDEE @ 7% on the market value of Rs.-(as per notification No. S.V.K.N.-5-2756/ x1-2008-500-(165)-2007 dated June 30, 2008)(as calculated in para 3 hereinabove)

IN WITNESS WHERE OF THE VENDOR AND VENDEE HAVE APPENDED THEIR SIGNATURES TO THIS DEED ON THE DAY, MONTH AND YEAR WRITTEN HEREINABOVE IN THE PRESENCE OF THE WITNESSES.

NEEDHISHREE BUILDCON PVT. LTD. Director (VENDOR)	Director VENDEE
---	----------------------------------

WITNESS:-

1-

2-

The law offices of Amit Goel, Advocate