

## SALE DEED

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

### 1. Parties to this Deed:

1.1. M/s \_\_\_\_\_, (CIN no.....), a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at ..... and its corporate office at .....(PAN .....), represented by its authorized signatory Shri \_\_\_\_\_ (Aadhar No. \_\_\_\_\_, PAN \_\_\_\_\_) authorized vide resolution dated \_\_\_\_\_ hereinafter referred to as the **"Promoter/Seller"** (*which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest*) of the **ONE PART**.

### AND

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

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

**2. DEFINITIONS:** - In this Deed, unless there is anything contrary or repugnant to the meaning or context:

2.1. **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, \_\_\_\_\_

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

2.2. **"Common Area"** shall mean the common portions as are available and meant for the common use and enjoyment by various Buyer(s) and occupiers of the Plot(s) in the said project.

2.3. **"Maintenance Society/Association of Buyer(s)"** shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub section (4) of section 11 of the Act.

2.4. **"Project Land"** shall mean land admeasuring \_\_\_\_\_ sq. mtr. And there about lying and situated at Arazi No. \_\_\_\_\_ on which the Project named **"Dwarika Orchid Phase 3"** is being developed and is demarcated and shown in **Schedule 1**.

2.5. **“Unit”** means the specific Plot applied for by the Buyer(s), intended and/or capable of being independently and exclusively occupied and intended to be used for the purpose specified in this deed and more particularly described in Schedule 2.

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

### **3 LAND DESCRIPTION**

3.1 The Promoter is the absolute owner of \_\_\_\_\_ with a total area admeasuring \_\_\_\_\_ square mtr. and has a legal and transferrable title along with legally valid documents with respect to the said land.

3.2 The Land \_\_\_\_\_ admeasuring \_\_\_\_\_ square mtrs situated at \_\_\_\_\_ has been allotted to M/s \_\_\_\_\_ having its offices at \_\_\_\_\_ by \_\_\_\_\_ vide Lease Deed/Patta Vilekh No. \_\_\_\_\_ dated \_\_\_\_\_. The said Lease Deed/Patta Vilekh is duly registered in the office of the Sub - Registrar, \_\_\_\_\_ at Registration No.\_\_\_\_\_, Book No. \_\_\_\_, Volume No.\_\_\_\_\_, Page No. \_\_\_\_\_ on \_\_\_\_\_.

3.3 Thus, \_\_\_\_\_ being the owner of the said land and after receiving the requisite approvals, has started development of the plotted development scheme named as “Dwarika Orchid Phase 2” on the said land. (hereinafter referred to as the 'said Project').

### **4.WHEREAS**

4.1. The Promoter/Seller is the absolute and lawful owner of the land admeasuring \_\_\_\_\_ sq. mtr. and there about lying and situated at Arazi No. \_\_\_\_\_;

4.2. The Promoter being the absolute owner and in possession of the said Land framed plotted development scheme a project to be known as \_\_\_\_\_ on the said Land.

4.3. The Said Project has been registered with the Real Estate Regulatory Authority (**RERA Authority**) on \_\_\_\_\_ and the Project Registration Certificate No. is \_\_\_\_\_. This Registration is valid for a period of \_\_\_\_\_ commencing from \_\_\_\_\_ and ending with \_\_\_\_\_, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website ([www.up-rera.in](http://www.up-rera.in)) of the Authority.

4.4. The following approvals and sanctions have been obtained in respect of the Said Project:

(i) The competent Authority (Lucknow Development Authority) has granted the commencement certificate to develop the Project vide its approval number \_\_\_\_\_ dated \_\_\_\_\_.

(ii) The Site Plan of the said Project has been sanctioned by the competent Authority (Lucknow Development Authority) vide its Letter No. \_\_\_\_\_ dated \_\_\_\_\_. A copy of the Site Layout Plan is enclosed herewith and marked as **Annexure- I**.

(iii) Permanent fire NOC for the Project has been accorded by the office of Chief Fire Officer, Nagar Nigam, \_\_\_\_\_(District) vide no. \_\_\_\_\_ dated \_\_\_\_\_.

(iv) The Airport Authority of India has also granted NOC for height clearance for the Project vide no. \_\_\_\_\_ dated \_\_\_\_\_.

4.5. The Buyer(s) acknowledges that the Seller has provided all the information and clarifications as required by the Buyer(s) and that the Buyer(s) has relied on its own judgment and investigation in deciding to book a Plot in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be part of this Deed and that this Deed is self-contained and complete in itself in all respects.

4.6. The Seller has accepted the request of the Buyer(s) and has earmarked a Plot no. \_\_\_\_\_ having area of \_\_\_\_\_ Sq. ft., in the Project known as \_\_\_\_\_ and undivided proportionate right of using Common Area/facilities and shall be hereinafter referred to as the "Said Plot/Unit" for Basic Sale Consideration as mentioned in **Schedule 3**, subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

4.7. The Seller is executing the Registered Conveyance deed in favor of the Buyer(s) along with undivided proportionate title in the common areas to the maintenance society / Association of Buyer(s) to be formed. The seller declares and the Buyer(s) affirms that the conveyance deed of the said Plot is being executed in the name of Buyer(s) and the undivided proportionate title is being transferred to the Maintenance Society/ Association of Buyer(s) to be formed as the case maybe.

4.8. The Buyer(s) hereby confirms to the Seller that the Buyer(s) is signing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the said Project and the terms and conditions contained in this Deed and the Buyer(s) has clearly understood its rights, duties, responsibilities, obligations under each and all the clauses of this Deed.

4.9. The Parties hereto are desirous to enter a proper Sale Deed in respect to the Plot agreed to be purchased by the Buyer(s).

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

**5. SUBJECT MATTER:** That the seller hereby grant, convey, transfer and assure unto the Buyer(s) by way of sale all the rights in respect of the Plot as mentioned in **Schedule 2** along with the proportionate right in the land in the project on the land for a basic sale consideration as mentioned in **Schedule 3** more specifically delineated in the attached map with this Sale Deed and right of using common area [Hereinafter shall referred to as the "said Plot/Unit"]

upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto.

**6. CONSIDERATION:** That in consideration of a sum of basic sale consideration as mentioned in the **Schedule 3** and additional sum mentioned in the **Schedule 3** paid by the "Buyer(s)" to the "Seller" and in compliance of agreement entered earlier dated \_\_\_\_\_ the "Seller" do hereby "Sell", transfer and convey unto in favour of Buyer(s) the said Plot along with right to use common areas with other Buyer(s) and occupiers of the said project . The "Buyer(s)" shall not be entitled to claim partition or subdivision of common area.

7. That the "Seller" has sold and "Buyer(s)" has purchased the said plot for the aggregate sale consideration as mentioned above out of which the Buyer(s) has already paid the sale consideration as per **Schedule-3** along with additional sums as per **Schedule-3** as Full and Final payment towards the sale consideration of the said plot before the execution of these presents. This way the seller has received full and final payment towards the sale of the said Plot & the Buyer(s) has taken the possession of the said Plot to its entire satisfaction.

8. The Buyer(s) hereby agrees and gives his irrevocable consent as required in section 14 of the act and other laws as applicable, not to obstruct and /or raise any objections whatsoever and/or interfere with the development work/further development work to be carried out in the entire project;

**9. ELECTRICITY CONNECTION:** That the seller has obtained electricity connection for the entire project. The Seller will assess the requirement of the said Plot. Seller will issue necessary No Objection Certificate subject to the fulfillment of the term and conditions by the Buyer(s). It will be necessary for the Buyer(s) to make payment of the required security and other amounts to the concerned agency supplying electrical energy and the Buyer(s) will be entitled to obtain the necessary electric connection from the concerned agency for the said Plot only after obtaining N.O.C. from the seller. The Buyer(s) will remain responsible and

liable to make necessary payments to the concerned agency towards the release of the connection and regular payments against consumption of the electrical energy on a regular basis for which the seller shall not be responsible.

**10.** Common area will be run & managed by the Maintenance society/ Association of Buyer(s) (whether directly or through some agency) which will also do the regular preventive upkeep and maintenance of Common area(s) of the project and of open space in the Project.

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

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

12.1 That the Buyer(s) shall pay the maintenance charges in terms of the Maintenance Agreement to such agency as appointed by Maintenance Society/ Association of Buyer(s), which will be recurring charges throughout, effective from the date of intimation. The Buyer(s) shall execute the Maintenance Agreement with the Maintenance society, as and when formed which shall form part and parcel of this Sale Deed.

12.2 In case of default in payment of the aforesaid charges, the Maintenance society or its nominee shall be entitled to discontinue/disconnect the services to the said Plot apart from the right to recover the charges as first charge with minimum interest @ \_\_\_\_\_% p.a. from the Buyer(s) and/or from the occupier of the said plot through the process defined as per law.

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

**14.** That the Buyer(s) shall, while selling/leasing out his plot will apprise the subsequent Buyer(s)/ lessee about the monthly Maintenance charges to be paid to Maintenance society regularly. It will be a responsibility of the lessor (plot owner) to provide the copy of sale deed/ lease deed to the Seller/ Maintenance society within a period of 15 days from the date of execution of lease /sale deed.

**15.** If due to non-payment of maintenance charges some hardship in facilities is faced by the Buyer(s)/ occupant the seller shall not be responsible in any such cases.

**16.** In case of failure of Buyer(s)/ lessee/occupant to pay maintenance charges, the facilities to the occupant will be discontinued & the accrued amount of maintenance charges will be the responsibility of the Buyer(s)/lessee which shall be recoverable from the Buyer(s) jointly or severally.

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

**18.** It is hereby expressly agreed that the seller shall always be entitled to sell all the Plot (s) in the said project on the said land for the use as may be permitted by the concerned authorities and/or for any other use that may be permitted by the said Authorities and the Buyer(s) thereof shall be entitled to use the Plot purchased by them only according to use specified by this deed and similarly the Buyer(s) shall not object to the use of various Plot (s) of the said project for the purpose earmarked by the "Seller".

**19.** That the Seller hereby agrees and assures the Buyer(s) to help and assist the Buyer(s) in getting the Plot transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Buyer(s) shall have full right to get the plot transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.



**20.** That the Buyer(s) himself with the stipulation to bind all person into whose hands the said Plot may be given by him/her or may come do hereby covenant with the seller as follows: -

20.1. Not to throw dirt, rubbish, rags garbage or other refuse or permit the same to be thrown from the said Plot into the compound and common area of the project.

20.2. Not to sub-divide or merge the said Plot.

20.3. To bear and pay all local taxes, lease money, water charges, electricity charges, insurance, and such other levies, if any, which are imposed or increased by the Development Authority/Nagar Nigam, and/or Government and/or public authority from time to time imposed on the said Plot from the date of execution of this Deed.

20.4. To comply all the rules and regulations as described in the Occupants Handbook/ Maintenance Agreement and the additions, alterations, or amendments thereto made from time to time by Seller/ maintenance society. The Buyer(s) shall also pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this deed or as per statute.

20.5. The Buyer(s) shall not let, sublet, transfer, assign or part with possession of the said Plot or any part thereof nor assign his interest and benefit under this deed if: -

i. Such transfer or letting/subletting is intended for any use at the said Plot other than the specified use for which it is agreed to be transfer by seller to Buyer(s), or

ii. Any dues are outstanding against the Buyer(s) in accordance with terms of this deed.

iii. To observe and perform all the terms, conditions, and covenants to be observed and performed by the Buyer(s) as set out in this Deed.

iv. The Buyer(s) agree that on letting/ sub-letting / transfer or assignment of the said Plot the Buyer(s) and tenant/ subsequent Buyer(s) shall be jointly and severally liable to pay any amount which remained unpaid towards the Seller/ maintenance society which shall be legally recovered.

20.6. That the Buyer(s) shall allow the maintenance society surveyors and maintenance agency or their agents with or without workmen and others at all reasonable times to enter into and upon the said Plot or any part thereof for the purpose of making, maintaining,

repairing, improving, replacing, re-project, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also Services, Drains, Pipes, Cables, Water Connections, Electric Connection, Wires, part of structures and other Conveniences belonging to or serving the said Plot a of the project in which the said Plot is located and for the purpose of laying down, maintaining repairing and testing Drainage Lines, Water Pipes and Electric Wires etc. and for all bonafide similar and other matters and purposes.

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

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

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

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

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

**23. STAMP DUTY, REGISTRATION, ETC.:** That all costs, charges and expenses in connection with preparing, engrossing, stamping and registering this Deeds of Conveyances/Transfers and/or any other documents required to be executed in pursuance of this deed, the stamp and registration charges in respect of such documents transferring the said Plot in favor of the said Buyer(s) of the Sale Deed in respect of the said Plot, has been borne and paid by the Buyer(s) separately in addition to the Sale Consideration.

**24. TAXES:** That from the date of possession the Buyer(s) will be responsible for payment of all type of municipal taxes, house taxes, land and project tax, service tax or any other tax, fees, rates, charges etc. levied by any local authority, State or Central Government. That any incidence of the GST, Service Tax, Local Sales Tax, etc. if any being attracted on this Sale Deed, the same shall be borne and paid by the Buyer(s). The Buyer(s) Shall be solely responsible for all taxes in relation to this transaction of sale under this SALE DEED.

**25.** That save and except the said Plot as is purchased by the Buyer(s), the Buyer(s) shall have no claim or right of any nature or kind whatsoever in the open land and / or the project subject nevertheless that the Buyer(s) shall have right to use the common portions with the other occupiers of the land and the project as per the conditions imposed by Maintenance Society.

**26. USE:** That the said Plot is sold to the Buyer(s) only for the specified purpose of being used as residential Plot subject to the specific condition that the Buyer(s) shall have no right to use the Plot for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes.

**27.** The seller shall be entitled to display signboards on the exterior of the project, and common area and use such open, free space for brand promotion etc.

**28. NAME:** That the project is being named as "**Dwarika Orchid Phase 2**" and the Buyer(s) shall not change and / or alter such name and give his irrevocable consent for the same.

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

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

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

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

**33.** That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Plot to the Buyer(s) and thus, the same supersedes any other agreement or

arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the seller after the date of registration of this Sale Deed.

**34. SPECIFIC PERFORMANCE:** The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without prejudice to any and all other rights and remedies the Seller may have, the Seller shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Seller may have under law or in equity or pursuant hereto.

**35. GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

**36. JURISDICTION:** That, the Courts of \_\_\_\_\_, at \_\_\_\_\_ bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.

**37. DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the Arbitration Act). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be \_\_\_\_\_. The language of the arbitration and the

award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

## **SCHEDULE '1'**

### **DESCRIPTION OF LAND**

The piece and parcel of the plot of land admeasuring \_\_\_\_\_ sq. mtr. and there about lying and situated at \_\_\_\_\_. The said land has the following boundaries:

In North -

In South -

In East -

In West -

And measuring

North to South -

East to West -

Latitude/ Longitude of the Project

## **SCHEDULE '2'**

### **DESCRIPTION OF UNIT**

**Plot no.** \_\_\_\_\_ **having area of** \_\_\_\_\_ **Sq. ft.,** in the Project known as **Dwarika Orchid Phase 2** and the right of use of the common area along with other Buyer(s) of the other plot in the project and as shown for clarity in the annexed plan of the Plot.

## **SCHEDULE '3'**

### **SALE CONSIDERATION**

The Basic Sale Consideration for the Said Plot as detailed in Schedule is Rs.

\_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

1. The Plot being described under the Schedule 2 is agreed for consideration as mentioned above of which the Buyer(s) has already paid a sum including additional charges **Rs.** \_\_\_\_\_ **/- (Rupees \_\_\_\_\_ Only)** as Full and Final payment towards the sale consideration of the said plot before the execution of these

presents. This way the SELLER has received full and final payment towards the sale of the said Plot & the Buyer(s) has taken the possession of the said Plot to its entire satisfaction.

2. Notwithstanding anything contained in this Sale Deed, in case of payment of consideration by cheque & dishonor of such cheque due to any reason, this Sale Deed shall ipso-facto become cancelled & null & void. The Seller shall have sole discretion to accept such amount and on the receipt of the same it shall not be considered cancelled.

The Buyer(s) has paid	<b>Date</b>	<b>Bank</b>	<b>Amount</b>	<b>Amount of</b>	<b>Total</b>	<b>Amount</b>
the amount as under:			<b>Received</b>	<b>Tax (in Rs.)</b>	<b>received (in Rs.)</b>	
<b>Cheque/NEFT/RTGs</b>			<b>(in Rs.)</b>			
<b>No.</b>						
<b>TOTAL</b>						