

BRIEF PARTICULAR OF CONVEYENCE /SALE DEED
**(Subject to changes as per directives of any Government/Local body/
authority.)**

Nature of Land	:Residential
V-Code/Page No.	:-
Mohalla/Village	:Village Chhajarsi, "....."
Description of Property	:The Residential Flat No. on rd Floor , (without roof right), Block/Tower No.-.... , in IMPERIAL HEIGHTS " Situated at Village Chhajarsi, Tehsil Dadri, Distt., Gautam Budh Nagar, (U.P.)
Area of Property	:Super Area Sq. Feet (i.e. Sq. Meter) :Covered Area Sq. Feet (i.e. Sq. Meter)
Status of Car Parking	:..... Car Parking
Govt. Circle Rate	:-..... P.S.M (Basic Rate)
Facilities in Building	:Car Parking, Power back-up, Security Guard, Community Center, Swimming pool, Gym & Lift.
Floor Rebate	:5% rebate for 3 rd to 7 th Floor and 10% rebate for 8 th to 12 th Floor and 15% Rebate for 13 th to above floors in Basic Rate for stamp duty purpose. 6% increase for above mentioned common facilities. (Plus Car Parking (Open / covered))(The above rates can be change according to Govt. notifications).
Sale Consideration	:...../-

Boundary of Plot:-

On the East by	: as per site plan
On the West by	: as per site plan
On the North by	: as per site plan
On the South by	: as per site plan

PARTICULARS OF VENDOR

.....
(PAN.)

PARTICULARS OF VENDEE

(i)
(PAN.

SALE DEED FOR Rs./-

Hence the Stamp duty payable as per rule set vide order No. S.V.K.N-5-2756/11-2008-500 (165)/2007 Lucknow dated 30-06-2008 by (Uttar Pradesh Government Institution Finance, Tax and registration Anubhag-5)
STAMP DUTY PAID Rs./-

DETAILS OF FLAT

The Residential Flat No. onth **Floor**, (without roof right), having Super Area Sq. Feet (i.e. Sq. Meter) & Carpet Area Sq. Feet (i.e. Sq. Meter), **Block/Tower No.-.....**, in **IMPERIAL HEIGHTS**" Situated at Village Chhajarsi Tehsil Dadri Distt., Gautam Budh Nagar, (U.P.) The said flat constructed in Multi-Storeyed building.

This Indenture of Sale Deed is executed at Noida on thisth day of 2019.

BETWEEN

.....
.....
..... hereinafter called the Vendor of the First Part.

IN FAVOUR OF

.....
.....
.....hereinafter called the Vendee of the Second Part.

That the expressions, Vendor and Vendee both shall mean and include their respective legal heirs, successors, administrators, executors, representatives and assigns etc.

Further the VENDOR has constructed the residential Apartments named as "**IMPERIAL HEIGHTS**" after getting approved its Building plan from the Ghaziabad Development Authority, Ghaziabad (U.P).

And whereas, the Vendee has seen all documents of titles, other relevant papers & agreement etc., pertaining to the said land of the project "**IMPERIAL HEIGHTS**" building plans & construction of Apartment/flat Building thereon and has fully satisfied himself/herself/themselves about the authority, power right & title of the Vendor and signed the Allotment Letter with the Vendor.

And whereas, the VENDOR is absolute owner of Flat No. onth **Floor**, in **Block/Tower No.-.....**, consisting of Set having Super Area Sq. feet in **IMPERIAL HEIGHTS**", situated at Village Chhajarsi Tehsil Dadri, Distt., Gautam Budh Nagar, (U.P).

And whereas, the Vendor has agreed to sell the Vendee a said residential Flat vide agreement to sell / Builder Buyer Agreement dated containing detailed terms & conditions in the said building Known as "**IMPERIAL HEIGHTS**" for a consideration of **Rs.**/- (Rupees only) and this entire consideration amount has been received by Vendor in full and final settlement of said Flat.

DESCRIPTION OF THE PROPERTY/FLAT

Description of Flat sold to Vendee falls under the registration of the Ghaziabad bearing one Flat No. on **Floor**, in **Block/Tower No.-.....**, having Super Area Sq. feet in "....." sold by this deed with undivided interest in

land equally divided in Apartment/Flat owners on the basis of area of flat. Since construction of flats have been done on multi storied, it is not possible for Vendor to earmark the particular area of Apartment.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:

1. That in consideration of the said amount specified hereinabove of the said flat which has been paid by the Vendee and received by the Vendor in advance on or before execution of this deed, the Vendor hereby transfer by way of sale of said flat and both the Vendor and Vendee accept that aforesaid consideration is for the total "Super Area" which comprises the covered area, area under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under stair-case, lift, entrances, and exits of the building, water supply arrangements including overhead & underground tanks and installations such as power, light, sewerage etc. and also including all easement rights attached to the said flat, However, it is admitted, acknowledged and so recorded by and between the parties that all other rights except what have been mentioned above lies with the vendor i.e. to carry out further construction in case of any change in FAR, layout plan, open space, parking space (except what has been conveyed herein) or tot-lots, public amenities, club area, shopping centers and other facilities and amenities will be the sole ownership of the Vendor who will have the full authority and power to use and transfer the same in any manner whatsoever and this sale deed is executed for the said flat of which the Vendor have received all and full consideration of the sale price.
2. That the VENDOR has hereof handed over physical possession of said flat to the VENDEE at the time of execution of this sale deed and the Vendee hereby confirms to have taken over possession of the said flat from the Vendor.
3. That peaceful and vacant physical possession of the said Flat has been handed over by the Vendor to the Vendee(s) and the Vendee(s) hereby confirms taking over the possession of the said Flat from the Vendor after satisfying himself/herself/themselves that the construction quality, fixtures, fittings, kitchen goods, wardrobes, flooring, electrification work, sanitary fittings, water and sewerage connections etc. have been made/provide in accordance with the drawing, designs and specifications as had been agreed upon between the parties. The Vendee undertake not to raise any dispute or claim against the VENDOR in respect thereof in any court.
4. In case the Central Government, State Government or any other Local Authority/ Department imposes any GST, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. upon the said land of Group Housing Plot and construction thereupon, in future, retrospectively or prospectively, will be the liability of the Vendee to pay the same in proportion to the super area of the said Apartment and in case any such demand of GST, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are paid by the Vendor, the proportionate amount thereof will be payable and be paid by the Vendee and any default by the Vendee in making such payment in time would constitute a lien upon the said Apartment.

5. It is agreed and confirmed by the Vendee that after taking Electric Connection by the Vendor from the licensee, the Vendor or its nominee Company will supply power to its Apartment Owners, and shall have the right to fix and decide the electricity tariff from time to time and realize the electricity charges through the vendor as per the norms and guidelines of the U.P. Electricity Regulatory Commission/U.P. Power Corporation Ltd. Also that Vendor or its nominee company shall have the right to fix the tariff for the power back up generation of electricity after considering the cost of fuel, maintenance, accessories, wear & tears, spare parts etc. and shall be binding on the Vendee. The Vendee agree and confirm that he/she/they will pay the tariff to the Vendor or its Agents directly for consuming the power so supplied but shall have no ownership right, title or interest in the equipments so installed by the Vendor or its Agents. The Vendee also confirm that he had understood that such power generating and/or supplying equipments may during its operation inconvenience to the Vendee and the Vendee has no objection to the same. The obligations to pay the tariff shall remain with the Vendee to be paid forthwith as per demand. The Vendee further specifically agrees not to raise any dispute with regard to such arrangement either with regard to installation of DG Sets/Power Generating Equipments or payment of tariff at any time whatsoever. This clause shall survive with the Conveyance of the said Apartment or any subsequent sale/re-sale and/or Conveyance thereof.
6. That VENDOR hereby declares and assures VENDEE that they are the rightful owner of the said flat with full rights to deal with the same. The said VENDOR further declares and assures the VENDEE that the said property/ flat under sale is free from all sorts of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes & defects in the title of the owner. And if it is proved otherwise or on 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 the Vendee to recover the same from the assets of the Vendor whether from the movable or immovable whatsoever and further the Vendor undertakes to keep the Vendee harmless, saved and indemnified in all respects against all costs, damages and expenses caused thereby.
7. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges, Cess, Levy or any other Taxes or charges to Ghaziabad Development Authority, Ghaziabad Nagar Nigam, Uttar Pradesh Power Corporation Limited/the Vendor/ the Licensee or any other Competent Authority/Department shall be payable and be paid by the Vendee.
8. That it has been agreed between the VENDOR and the VENDEE that save and except in respect of the particular flat hereby acquired by him, the VENDEE have 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 etc. The common area & roads shall remain undivided and no VENDEE or any other person shall bring any action for partition or division of any part thereof and any covenant to the contrary shall be void.

9. The open terrace on the roofs, parapet walls, stilt floor, Swimming pool, commercial space etc. shall be the property of Vendor and the Vendor shall be entitled to use them for any purpose whatsoever. Any flat owner or association or flat owners will 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.
10. Before the occupation of the flat the Vendee shall keep an interest-free-security deposit with the Vendor or its nominee maintenance agency as security deposit towards timely payment of maintenance charges. The amount of security deposit will be decided by the Vendor or its nominee maintenance agency.
11. The entire stilt area under the all 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 activity or to sell it without any objection or resistance from Vendee or any association thereof.
12. That the Vendee shall not indulge in any type of encroachment/construction in the entire "....." complex including roads, Lobbies, Roof etc. nor any such activities shall be allowed by the Vendee or any association thereof or maintenance agency as the case may be.
13. No parking of Car/Vehicle is allowed inside the Complex except those Vendees, who have reserved the Car Parking Space. Two wheeler, scooter, motor cycle, cycle or any vehicle will be parked within same parking space allotted to the Vendee; no other place will be provided/allowed for the same. The Vendor also reserves its right to allot the un-allotted parking spaces in future after handing over all the flats to the Owners/Occupiers of the Apartment and the owners/occupiers shall not have any right over the un-allotted parking spaces.
14. The vendee consents that he will have to allow sweepers/maintenance staff to enter in his flat/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/sewage in his flat or any part thereof.
15. The Vendee consents that he will make good bear the expenses for repairing the toilets/bathrooms/any other part of the flat of any other flat holder in "....." and painting thereof damaged due to his negligence or willful act.
16. The Vendee or any association thereof shall not, in any case neither stop nor have right of any nature to object/obstruct the construction of additional flats by the Vendor in the said complex provided such flats are constructed with the permission of concerned authorities/ GDA.
17. The maintenance, upkeep, repairs; security etc. of the building including the landscaping and common lawns of the building complex will be organized by the Vendor or its nominee maintenance agency. The Vendee agrees and consents to the said arrangements. The Vendee shall pay maintenance charges which will be fixed by the Vendor or its nominee from time to time depending upon the maintenance

cost. In addition to maintenance charges, there will be contribution to the replacement fund for replacement of capital goods installed in the said Complex. Any delay in payment will make the Vendee liable for interest @ 2% per month or any part of a month. Non payment of any of the charges within the time specified shall also disentitle the Vendee to the enjoyment of common services including electricity and water etc. The Vendee consents to this arrangement whether the building is transferred to the Association of the flat buyers or other body corporate-and-shall continue till such time unless the Vendor terminates the arrangement specifically in writing.

18. That the Vendee shall have no objection and shall not make any claim against the Vendor or its agents, lessee, licensee etc. if any part of the top roof/terrace on/above the top floor of any of the Buildings is given on lease or hire by the Vendor or its agents for installation of hoardings, sign boards, antenna, satellite dishes, communications towers & equipment, advertisement purposes which does not form a part of the Apartment area paid for by the Vendee, in the Complex.
19. The contents of each flat along with connected structural part of the building shall be got insured by the VENDEE at his own cost against fire, earthquake, or risk or any other nature. The VENDOR hereof or after handing over possession of the particular flat shall in no way be responsible for safety, stability, etc. of said space due to any such reason. All charges towards insurance will be paid by VENDEE either by him individually or through the Society collectively, if so formed. Further the Vendee shall at all time keep the Vendor or any third party, indemnified against any loss which the Vendor or any third party may sustain bear due to rash or negligent act of the Vendee.
20. In case the Association of Apartment Owners is willing to take over the maintenance of the Buildings/Complex where the said Apartment is situated the same can be done only after the initial lock in period of TWO years for the maintenance agency duly appointed by the vendor, however thereafter a duly registered association of vendees/flat owners with the consent in writing of 75% of the vendees/flat owners can take over the maintenance of the building/complex and then in such case the following will be handed over to the new maintenance body/Association of Apartment Owners:-
 - a. All existing lifts, corridors, passages, parks, underground & overhead water tanks, fire fighting equipment with motors and motor room belongs to Complex only.
 - b. Electric supply distribution system belongs to the Complex with all liabilities & responsibilities.
 - c. Security Gates & lift's machine rooms at terrace without terrace rights.(All open space in the Building/Complex such as basements, un-allotted parking spaces, any office premises, store-rooms, storage and any rooms etc. will remain the property of the Vendor.)
21. In case of any natural calamity or any other adverse situation of any kind or ACT of God, the Vendor shall be in no way responsible for all or any of the losses/damages of any kind. The Vendees of flats shall however be entitled to their proportionate share in the land/plot.

22. That the VENDEE shall use the flat or permit the same to be used for the purpose for which the space is sold to him/her, further he shall not use the space for illegal or immoral purpose as the vendor or maintenance agency of the "....." Complex may desire keeping in view the management and safety of the complex.
23. The VENDEE shall not undertake closing of verandahs, lounges, balconies, common corridors and even if particular floor/floors are occupied by the same party.
24. The Vendee shall not make any alteration in any elevations, outside colour scheme of exposed walls of the verandah, lounges or any external wall or both the faces of external doors, and windows of the flat acquired by him which in the opinion of the VENDOR differs from colour scheme of the complex.
25. Neither the VENDEE nor occupier of the flat will put up signboard, publicity or advertisement material outside his flat or in the common areas without prior permission in writing of the VENDOR and maintenance agency as the case may be.
26. The VENDEE shall not decorate the exterior of his flat otherwise than in the manner agreed to with the VENDOR or in the manner as similar as may be in which the same was previously decorated.
27. The VENDEE hereby covenants to keep & maintain the flat, periphery wall, partition walls and sewers drains, pipes thereto or belonging thereto in the same good tenantable repairs, state, order or condition in which it has been delivered to him and in particular so as to support, shelter and protect the parts of complex other than the complex.
28. That the VENDOR covenants with the VENDEE that the VENDEE shall peacefully hold and enjoy the said flat without any interruption by the VENDOR or by any person claiming to be his nominee except as provided in the sale deed. The VENDEE shall have the right to sell or rent the flat to any person without causing any problem or nuisance to the vendor or any co-flat holder or to any third party in the complex.
29. No VENDEE shall do any work which would be prejudicial to the soundness or safety of the building or reduce the value thereof or impair any easement or hereditament or shall add any material structure without prior obtaining the permission of the VENDOR, or the maintenance agency as the case may be.
30. That the registration expenses such as cost of the stamp papers, registration fees and execution charges have been borne and paid by the VENDEE and the Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said flat for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/concerned authority alongwith consequent penalties and deficiencies and interest as may be levied/imposed in

respect of the said flat conveyed by this deed shall be paid by the Vendee exclusively and the Vendor shall not be liable & responsible to pay the same.

31. The VENDEE shall not raise any objection or claim any reduction in the price of flat agreed to be acquired or claim any compensation on the ground of inconvenience due to aforementioned or any other cause whatsoever.
32. That all the tax imposed on the vendee including but not limited to GST, as per the rates applicable from time to time shall be paid by the vendee in addition to the cost of the flat and charges connected or incidental thereto.
33. That the detailed terms and conditions governing the said sale as contained in agreement to sell / Builder Buyer Agreement datedshall continue to apply on both the vendor and vendee including their legal heirs , successors, assigns etc. and occupiers and future purchasers of the said flat.
34. That the map showing constructed area of the said flat is attached with this sale deed.

IN WITNESS WHEREOF, the VENDOR and the VENDEE have signed and executed their presence under the common seal of the company on the date mentioned above.

Vendor

VENDEE

Witnesses 1

Witnesses 2