

SALE DEED for Rs._____-/-
STAMP DUTY paid Rs._____-/-

Brief Details of the Sale Deed

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|-----|--|--|
| 1. | Type of land : | Residential Flat |
| 2. | Ward/Pargana: | _____ |
| 3. | Mohalla: | _____,
_____ |
| 4. | Property No. : | Flat No._____,____Floor,
Tower No.
<u>22(Utopia)/25(The</u>
<u>Nest)</u> |
| 5. | Width of Road: | _____Mtr. |
| 6. | Super Area of flat: | _____Sq. Mtr. |
| 7. | Covered area: | _____Sq. Mtr. |
| 8. | Type of construction: | Finished |
| 9. | Year of Construction & Category: | _____,_____Class |
| 10. | Rate of flat per Sq. Mtr. : | Rs. _____/- |
| 11. | Value of flat after rebate & addition: | Rs._____-/- |
| 12. | Consideration amount: | Rs._____-/- |
| 13. | Total Value on which stamp paid: | Rs._____-/- |
| 14. | Paid Stamp duty: | Rs. _____/- |
| 15. | Total Nos. of pages: | |
| 16. | Share of purchasers: | _____ |
| 17. | Total Nos. of 1st party: | One/G.P.A. |
| 18. | Total Nos. of 2nd party (self/G.P.A.): | _____ |
| 19. | Whether the Purchaser is a lady: | _____ |

Boundaries of the Flat:

North :
South :
East :
West :

THIS DEED OF SALE is made at Ghaziabad on_____between
M/s. SVP Builders India Ltd. a Company incorporated under the
Companies Act, 1956 and having its registered office at
_____, acting through its Director
Shri_____S/o_____, resident
of_____, as Partner and
General Power of Attorney of **M/s.** _____
(PAN:_____), a Partnership Firm having its
Office at _____ through partner Shri
_____S/o_____resident
of_____, authorised vide General Power of
Attorney

dated _____ presented for registration on _____ and duly registered in the office of the Sub-Registrar-I Ghaziabad as Document no. _____ in Book No. _____, Volume No. _____ at pages _____ on _____ and M/s. _____ has authorised _____ to sign and execute Sale Deeds etc. on behalf of the Company and present them for registration before Registering Authorities vide Board Resolution dated _____, (hereinafter called "THE VENDOR" which expression shall, unless the context otherwise requires, mean and include its successors, liquidators and assigns) of the First Part,

AND

Shri _____ (PAN: _____) S/o Shri _____ resident of _____ (hereinafter called "THE VENDEE", which expression shall unless repugnant to the context mean and include his/her/its/their heirs/legal representatives, executors, administrators, successors, liquidators and assigns).

WHEREAS the VENDOR has purchased and acquired land measuring _____ sq. mtr. bearing Khasra Nos. _____, situated in _____ in the State of _____ more particularly described in Schedule 'A' hereunder written, (hereinafter referred to as „the said land“) from M/s. _____. Regd. Office at _____, being the successors of M/s. _____, vide Sale Deed dated _____, duly registered as Document No. _____ in Book No. _____, Volume No. _____ at pages _____ on _____ in the office of the Sub-Registrar-III, Ghaziabad, with a view to develop and construct thereon a Residential Group Housing Complex to be known as _____ (hereinafter called „the said Complex“).

AND WHEREAS the VENDOR has developed and constructed a Multi-Storied Group Housing Complex known as "Gulmohur Garden" after obtaining requisite sanctions and approvals from authorities concerned and the Ghaziabad Development Authority, Ghaziabad has sanctioned the Group Housing Layout Plan vide their letter no. _____ dated _____.

AND WHEREAS the VENDEE has applied and the VENDOR has allotted to the VENDEE Flat No._____, **Tower Name Utopia/The Nest**, having super area of_____ sq. ft. (_____sq. mtr.) and covered area sq. mtr. on

____Floor, together with the covered common Car Parking Space for Car in Basement in the said Group Housing Complex known as “_____” constructed on the said land, situated in _____, more particularly described in Schedule „B“ hereunder written (hereinafter referred to as „the said Flat“) for a total consideration amount of Rs._____/-(Rupees_____Only) and other terms and conditions stipulated in Allotment Letter.

AND WHEREAS the VENDEE had paid the entire aforesaid consideration amount of Rs._____/-(Rupees _____Only) which includes the value of Covered Car Parking space for__car and all other common facilities.

AND WHEREAS the VENDOR is now desirous of conveying the said Flat unto the VENDEE.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. In pursuance of the said allotment and in consideration of the said amount of Rs._____/-(Rupees_____Only) which include the aforesaid sale price and all other charges payable to date, paid by the VENDEE to the VENDOR as per details given in the Schedule „C“ written hereunder, receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby convey, transfer, assign and assure unto the VENDEE on ownership basis the said Flat in the said Complex constructed on the said land along with the undivided pro-rata share in the said land as herein below described together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances, whatsoever to the said Flat belonging or in any way appertaining thereto or therewith usually held or reputed as part and parcel thereof and all the estate, right, title and interest whatsoever of the VENDOR into or upon the said Flat and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all its rights and appurtenances unto the VENDEE absolutely and forever free from all encumbrances subject to the restrictions, stipulations and covenants herein contained.

2. THE VENDOR has already handed over the vacant physical possession of the said Flat to the VENDEE and the VENDEE admits and confirms the taking over of the possession of the said Flat from the VENDOR after satisfying himself/herself/ themselves that the construction as also various installations like electrification work, sanitary fittings, water and sewerage connection etc. have been made and provided in accordance with the requisite drawings, design and specifications and further confirms that all short-comings/complaints and defects, if any, have been got removed and rectified before taking over possession by the VENDEE and the VENDEE has no claim against the VENDOR as to any item of work, material, quality of work and installations in the said Flat or any other ground whatsoever.
3. The VENDOR doth hereby grant to the VENDEE proportionate undivided, indivisible or impartible ownership rights, in the free hold plot of land underneath the said Complex, situated in Karhera, Ghaziabad, Pargana Loni, Tehsil & District Ghaziabad, as also in common areas and common facilities, TO HOLD the same jointly and in common with Purchaser(s)/ Owner(s) of other Flats in the said Complex.
4. The VENDOR hereby covenants with the VENDEE as follows:
 - a. That the absolute interest which it professes to transfer, subsists and that it has good right, full power and absolute authority to grant, convey, transfer, assign and assure the said Flat hereby granted, conveyed, transferred, assigned and assured.
 - b. That it shall be lawful for the VENDEE for all times hereafter to enter into and upon the said Flat and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the VENDOR.
 - c. That the VENDOR shall from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge, execute and perfect with all proper dispatch all and further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further, better or more perfectly assuring the said Flat together with its appurtenances unto the VENDEE in the manner aforesaid.

- d. That the said Flat is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said Flat or any part thereof the VENDOR shall indemnify the VENDEE.
 - e. That the VENDEE shall have no right, title or interest in any other Flat in the said Complex except the said Flat and any other Flat which he/she may have purchased or may hereafter purchase by any other Sale Deed.
 - f. That this Sale Deed is executed in all its entirety and the VENDOR has received all and full consideration of the sale price of the said Flat and that it has given actual physical possession of the said Flat to the VENDEE.
5. The VENDEE has undertaken to pay any and all additional levies including external development charges over and above those prevailing on the date of this Deed which may be levied or enhanced by any Government or local authority for the provision of said services and attributable to the said Flat on pro-rata basis, as determined by the VENDOR which determination shall be final and binding on the VENDEE and any such sum becoming due from the VENDEE shall be treated as unpaid price of the said Flat. It is a condition of this Sale Deed that the possession of the said Flat has been handed over by the VENDOR to the VENDEE on the VENDEE's assurance and undertaking to abide by the covenants, stipulations and conditions of Allotment Letter and of this Sale Deed.
6. The VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said Complex where the said Flat is located until the same are handed over to a Maintenance Agency/Flat Owners' Association for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR or the said Maintenance Agency/Association periodically as and when demanded by the VENDOR, the pro-rata share so determined by the VENDOR or the Maintenance Agency/ Association shall be final and binding on the VENDEE.

7. That the common areas, lifts and car/scooter parking facilities for the all Flat owners at Basement or Ground Floor in the said complex 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.
8. That the VENDEE and the said Maintenance Agency/Association shall be bound by the rules and regulations prescribed by G.D.A. and other concerned authorities and the terms and conditions of the said Sale Deed dated_____.
9. a. The basement, corridors, passage, stair case, munties, lift rooms, terraces, roofs & parapet walls in the said complex shall continue to be property of VENDOR who shall be entitled to use them for any purpose whatsoever. Any Flat owner or the said Maintenance Agency/Association will not be allowed any type of encroachment/construction or claim on the terraces, roofs, etc.
b. The VENDOR shall be entitled to obtain the refund of various securities deposited by it during or before construction of Complex with various Govt. or Local authorities for electric, water & sewer connections, etc.
c. Any type of encroachment/construction in the entire Complex including roads, lobbies, corridors, passage, stair cases, basement, roof/terrace etc. will not be allowed to the Flat Owner or the Maintenance Agency/Association.
10. The VENDEE and all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever, in or upon the said Flat shall from time to time and at all times hereafter keep the said Flat, the walls of the said Flat and partition walls, sewers, drains, pipes and other appurtenances belonging to the said Flat in good tenantable repair and condition in which they have been delivered to the VENDEE and in particular so as to support, shelter and protect other parts of the Complex other than his/her/ their premises. The VENDEE further agrees not to do or suffer any thing to be done in or about the said Flat in his/her/their possession which may tend to cause damage to any flooring or ceiling or any portion of the Complex Building over or below or adjacent to his/her/their flat or in any manner interfere with the use thereof or of any open space, stair case, lift, passages etc. or facilities or amenities intended for common use.

11. The contents of each Flat along with the connected structural part of the building shall be insured by the VENDEE at his/her/their own cost against the fire, earthquake etc. The VENDOR after handing over the possession of the Flat shall in no way be responsible for safety, stability etc. of the structure. All charges towards insurance will be paid by the VENDEE either by him/her/them individually or through Maintenance Agency/Association collectively, if so formed for the maintenance of building.
12.
 - a. The Property Tax will be payable by each Flat's owner to the Nagar Nigam, Ghaziabad or any other Municipal or Government Body with effect from the date on which it is levied. However, if assessment of Property Tax is not made separately for each Flat and as consolidated demand is made by the Nagar Nigam, Ghaziabad, then in that case each flat's owner will pay the proportionate share to Maintenance Body to be nominated by Vendor on the basis of the Super area or annual letting value as the case may be, of each Flat.
 - b. All other taxes, duties or charges levied or leviable, in respect of the said Flat shall be payable and be paid by the VENDEE with effect from the date of the Sale Deed.
 - c. The VENDEE has paid the applicable Service Tax/GST to the VENDOR and VENDEE has further assured to pay to the VENDOR the Service Tax/GST, if any, levied by the Central Government in connection with the said Flat.
13. That the VENDEE shall not use the Flat or permit the same to be used for any purpose whatsoever other than the residential purposes or as may be permissible and shall not do the following:
 - a. The closing of verandah, lounges, balconies, common corridors, keeping flower pots/any other thing creating hindrance, even if particular floor/floors is/are completely occupied by the same party.
 - b. Make any alterations in any elevations and outside colour scheme of exposed walls of verandah, lounges or any external walls or both faces of external doors and windows of Flat acquired by him/her/them which in the opinion of VENDOR/Nominee differs from the colour scheme of Complex.

- c. Neither the VENDEE nor occupier of Flat will put up any signboard, publicity or advertisement material outside his/ her/their Flat or anywhere in common areas without prior permission in writing of the VENDOR/Maintenance Agency/ Association, as the case may be.
 - d. The VENDEE shall not decorate the exterior of 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.
14. If due to natural calamity i.e. floods, earthquake or war, the said Complex is completely destroyed and any compensation or benefit is given by the Government, then the VENDEE and Owner(s) of other Flats of the said Complex shall be entitled for the proportionate shares in the benefits including land. In case the construction has to be raised afresh after destruction of the said Complex due to natural calamity or otherwise, then in that eventuality the matter regarding reconstruction of the Complex shall be resolved/decided by mutual consent of the owners of all the Flats in the said Complex.
15. The VENDOR and the VENDEE shall be bound by the terms and conditions of the Allotment Letter and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale Deed, save and except those of the terms and conditions of the said Allotment Letter which are at variance with the terms and conditions contained in this Sale Deed in which case the terms and conditions of this Sale Deed shall prevail.
16. The registration expenses such as stamp duty, registration fees and other incidental charges in connection with this Sale Deed have been borne and paid by the VENDEE. The VENDEE shall also be liable for due compliance of the provisions of the Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh.
17. If any provision of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed amended or deleted in so far as reasonably consistent with the purpose of this Sale Deed and to the extent necessary to confirm to applicable law and the remaining provisions of this Sale Deed shall remain valid and enforceable in accordance with their terms.

18. The provisions of U.P. Apartment Ownership Act and Rules, Regulations and other statutory laws, wherever applicable, will be observed and complied with by the VENDEE.
19. That for all intents and purposes singular includes plural and masculine gender includes the feminine gender.

VALUATION OF FLAT FOR STAMP DUTY AS PER COLLECTOR RATES:

Flat value - Rs. _____/- per sq. mtr., i.e. Rs. _____/-,
Less @ _____% for flat situated on ___th to ___th floor i.e. Rs. _____/-,
Add @ 9% for all common facilities in the said complex, i.e. Rs. _____/- and
Less @ 5% of the basic rate for rain water harvesting (as rain water harvesting facilities is in the said complex) i.e. Rs. _____/-,
The total value of the said Flat thus comes to Rs. _____/- or say Rs. _____/- only.

SCHEDULE „A“ - DETAILS OF THE SAID PLOT OF LAND REFERRED TO ABOVE

All the rights, title and interest of the VENDOR into and upon that piece and parcel of land admeasuring _____sq. mtr., situated at _____ bounded as under:

NORTH: _____,
SOUTH: _____,
EAST: _____,
WEST: _____,

SCHEDULE „B“- DETAILS OF THE FLAT REFERRED TO ABOVE:

Residential Flat No. _____, **Tower Name Utopia/The Nest**, having super area of sq. ft. (____ sq. mtr.) and covered area ____ Sq. mtr. on Floor consisting of 1 Drawing-cum-dining room, _____ bed rooms, 1 kitchen, _____toilets and balconies, more particularly described in the attached map & site plan, in Multi-Storied **Group Housing Complex known as Gulmohur Garden (Utopia, The Nest)** built on plot of land measuring _____ sq. mtr., situated at _____

SCHEDULE „C“ - Details of Payments made by the VENDEE to the
VENDOR:

<u>Amount</u>	<u>Ch./P.O./D.D. No.</u>	<u>Dated</u>	<u>Bank's Name</u>
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IN WITNESS WHEREOF the VENDOR, the said M/s.
_____ through its Director Shri
_____ (authorised attorney) on behalf of M/s.
_____ and the VENDEE have set their hands at these
presents on the day, month and year first above
written in presence of the following witnesses.

WITNESSES:

1. For & on behalf of _____
authorised attorney _____.

Director

2.

VENDEE

Drafted by: _____, Advocate, Regn. _____
Chamber No. _____, Tehsil _____.
Mob.- _____