

### SALE DEED

Nature of Land	:	Residential Group Housing
V.Code No.	:	0306
Mohalla/Village	:	NH-58, Raj Nagar Extension,
Description of Property	:	The Residential Flat No. ...., .... <sup>th</sup> Floor, (without roof right) in <b>Tower/Block-....</b> , in <b>"RAJ EMPIRE"</b> Situated at Raj Nagar.Extension, village Morti, Tehsil & District. Ghaziabad. The above mentioned flat is constructed in Multi-Storied building.
Area of property	:	<b>Super Area..... Sq. Feet</b> (i.e. .... Sq. Meter) <b>Covered Area..... Square Feet</b> (i.e. .... Sq. Mtr.) <b>Carpet Area..... Square Feet</b> (i.e. .... Sq. Mtr.) <b>Balcony Area..... Square Feet</b> (i.e. .... Sq. Mtr.)
Status of Road	:	24 Meter wide
Status of Car Parking:	:	<b>Car parking</b>
Govt. Circle Rate	:	<b>Rs. 27,000/- P.S.M. (Basic Rate)</b>
Facilities in building	:	Car Parking, power back-up, security guard. Community center, Swimming pool, gym & lift.
Floor Rebate	:	5% rebate for 3 <sup>rd</sup> to 7 <sup>th</sup> Floor and 10% rebate for 8 <sup>th</sup> to 12 <sup>th</sup> loor and 15% Rebate for 13 <sup>th</sup> to above floors in Basic Rate for stamp duty purpose.9% increase for above mentioned common facilities according to Govt Rate List.
Rain Water Harvesting	:	Yes (So 5% rebate in above mentioned Basic Rate)
Sale Consideration	:	<u>...../-</u>

#### Boundary Of Plot/Project:-

East :  
West :  
North :  
South :

#### PARTICULAR OF VENDOR/ SELLER:-

M/s. ...., office at....., through  
its authorized signatory Mr. .... S/o Mr. ....(PAN.

#### PARTICULAR OF VENDEE(S)/ PURCHASER(S):-

- (i)  
(ii) Both R/o  
(i) (PAN. (ii) (PAN.

**SALE DEED FOR Rs. ..../-**

Hence the Stamp duty payable as per rule set vides order No. S.V.K.N-5-2756/11-2008-500 (165)/2007 Lucknow dated 30-06-2008.

STAMP DUTY PAID Rs. ..../-

Now this Indenture of Sale deed is made on this ....th day of July 2017 at Ghaziabad

By & Between

M/s. ...., office at ....., through its authorized signatory Mr. .... S/o Mr. ...., hereinafter called the VENDOR.

- (i)
- (ii)

Both R/o  
hereinafter called the VENDEE.

That it understood that both the expressions VENDOR and VENDEE shall mean and include their respective legal, heirs, successors, administrators, executors, representatives and assigns, etc., respectively.

WHEREAS the said VENDOR is the sole and absolute Owner and in possession of total Land ad-measuring ..... sq. mtr. falling in part of khasra No. 146 (area ..... Sq. Meter.) & Khasra No. 199 (area ..... Sq. Meter) all pieces of land situated at Village Mota, Tehsil & District Ghaziabad, U.P. (hereinafter called the said plot). The VENDOR became the owner of the said plot by way of various Sale Deeds executed by their respective owners in favour of the VENDOR and the said plot has been duly mutated/recorded in the name of the VENDOR in the revenue records as an absolute owner.

AND WHEREAS VENDOR developed the said plot by constructing thereon a Group Housing Complex with approved ..... and other facilities namely **"RAJ EMPIRE"** Situated at Raj Nagar Extension, village Morti, Tehsil & District Ghaziabad, U.P. with sanctioned Building Plans approved by Ghaziabad Development Authority, Ghaziabad. (herein after referred as Said Complex).

AND WHEREAS the VENDOR offered for allotment and sale of flats in the Said Complex and by virtue of the allotment letter dt ..... the VENDOR had allotted to the VENDEE a Flat bearing No. ...., ....<sup>th</sup> Floor (herein "Said Flat") in **"Tower ....."** (herein "Said Building"), together with usage rights of One Car Parking Space in the Said Complex along with undivided and impartible proportionate share in the land underneath Said Building and undivided proportionate share in the common areas of the Said Building including all easement rights attached thereto along with rights of use of common areas and facilities earmarked for common use for all occupants within the Said Complex, for an agreed consideration and on payment of other charges in accordance with the terms and conditions of sale deed and previously executed allotment letter.



AND WHEREAS the VENDOR has provided to the VENDEE all relevant information, documents, building plans and such other information with respect to its rights, title and interest and facilities and basic infrastructure provided in the Said complex. The VENDEE has confirmed that he/she has examined the said documents, building plans etc., and is/are fully satisfied in all respects with regard to. The rights, title and interest of the VENDOR in the Said Complex, facilities available in the complex and has also understood all limitations and obligations of the VENDOR in relation thereof.

AND WHEREAS the VENDOR is absolute owner of Flat No. ...., ....<sup>th</sup> Floor consisting of ....-Bedroom, ....-Drawing/Dinning, ....-Kitchen, ....-Toilet, ....-balconies having Super Area ..... Sq. feet in **Tower/Block-....**, in "**RAJ EMPIRE**" Situated at Raj Nagar Extension, village Morti, Tehsil & District Ghaziabad (U.P.).

AND WHEREAS the VENDOR has agreed to sell VENDEE the aforesaid residential Flat in the said building Known as **Tower/Block-....**, in "**RAJ EMPIRE**" 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 as under :

**(Details of payment)**

<u>Cheque No./</u>	<u>dated</u>	<u>Amount</u>	<u>Bank Name</u>
<u>RTGS/NEFT/DD</u>			

**NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER:**

1. That in consideration of the said amount specified herein above in respect 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 grant, convey and assign unto the VENDEE the Said Flat, as more fully described and delineated on the plan attached hereto, together with the undivided and impartible proportionate share in the land underneath the Said Building and the undivided proportionate share in the common areas of the Said Building and along with all rights, privileges and easements whatsoever necessary for the enjoyment of the Said Flat together with the right to use One Car Parking Space in limited common areas and facilities, specifically earmarked in the Said Complex, TO HAVE AND TO HOLD the same unto and to the use of the VENDEE and his/her/their successors-in-interest and assigns, legal heirs, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter contained and contained in all those terms and conditions contained in the Allotment letter, as referred hereinabove, which may or may not have been specifically incorporated herein, each of them.

2. The vacant and peaceful possession of the Said Flat will be delivered by the VENDOR to the VENDEE after execution of this deed. The VENDEE has already undertaken physical inspection of the Said Flat and is fully & unconditionally satisfied with the quality, specifications, fittings & fixtures, quality and strength of construction, super area, facilities and amenities and design of the Said Flat and project as a whole. He/She, therefore, undertakes not to raise any dispute(s)/objection(s) individually or collectively, in reference to the above said facilities and issues.



3. That upon taking possession of flat space the VENDEE shall have no claim against the VENDOR as to any item of work quality of work materials, installations, etc., in the said flat on any other ground whatsoever.

4. The Said Flat hereby sold, conveyed and assured under this Sale Deed is free from all sorts of encumbrances or charges (except those created on request of the VENDEE to obtain housing loan for purchase of the Said Flat), transfers, easements, liens, attachments of any nature whatsoever and the VENDOR has unencumbered, good, subsisting and transferable rights in the same. In case the VENDEE has availed loan facility from any financing institution to facilitate the purchase of the Said Flat, then in that case (a) The terms of the financing agency shall exclusively be binding and applicable upon the VENDEE only, (b) The VENDEE shall alone be responsible for repayment of dues of the financial institution/agency alongwith interest / penalty accrued thereon or any default in re-payment thereof.

5. That both the VENDOR and VENDEE accept that the said Flat has been sold on super area basis. For computation purpose the Super Area means the covered area/ built-up area of the Said Flat, which is the entire area enclosed by its periphery walls including half of the area under common walls between two flats and full area of the other walls, columns and projections, balconies, cupboards, window projections and other projections plus proportionate share in the common areas and facilities of the Said Building.

6. That the VENDEE shall get exclusive possession of the covered/ built-up area of the Said Flat. The VENDEE shall also have undivided proportionate share in the common areas and facilities within the Said Building and shall use such common areas and facilities harmoniously with other occupants of the Said Building without causing any inconvenience or hindrance to any of them. The VENDEE shall also be entitled to use the common areas and facilities within the Said Complex earmarked for common use of all the occupants of the same. Further the use of such common areas and facilities within the Said Building and of the Said Complex shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.

7. Except for the Said Flat, conveyed herein along with all common easement rights attached therewith, including undivided right to use of all common areas and facilities and of ingress and egress over common areas within the Said Complex, which may be within or outside the foot print of the Said Building, all rights and interests in all un-allotted/unsold areas in the Said Building/Said Complex, open spaces, roofs/terraces of Said Building, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the VENDOR and the VENDOR shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the VENDOR may deem fit in its sole discretion.

8. The VENDEE shall not be entitled to claim partition of his/her undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.

9. The VENDEE shall not cover or construct any structure in around, above or below or encroach upon the parking space specifically earmarked for the use of the Said Flat. It is so understood and made clear that the parking space, earmarked for the Said Flat, does not have any independent legal entity and shall always remain attached to and be integral part of the Said Flat and shall in no case be dealt with in any manner in separation with the same.



Whenever the Said Flat is transferred in any manner, the same shall also mean transfer of the right to use the said parking space simultaneously.

10. No parking of vehicle is allowed inside the Said Complex except to those VENDEEs, who have the reserved car parking spaces allotted to them. The vehicles which are allowed inside the complex will be parked only at allocated parking space allotted to the VENDEE; no other place will be provided/allowed for the same.

11. The VENDOR also reserves its right to allot the un-allotted parking spaces in future after handing over the maintenance of the Complex to the Residents Welfare Association of owners Residents of the apartments. Any Welfare Association of Residents or of the owners/occupiers of the apartment etc. shall not have any right over the un-allotted parking spaces.

12. The VENDEE shall abide by and observe all the conditions, terms and covenants of the sale deed, approvals governing the Said Building/Said Complex, rules framed by the VENDOR and all laws, bye-laws, rules and regulations stipulated by GDA and/or the Municipal, Local and other Government or Statutory bodies and shall be responsible for and shall keep the VENDOR and owners/ occupiers of other flats in the Said Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

13. The VENDOR doth hereby covenant with the VENDEE that the interest, which the VENDOR hereby profess to transfer is subsisting and the VENDOR has good rightful power and authority to convey, grant, transfer, assign and assure the Said Flat unto the VENDEE in the manner aforesaid.

14. The VENDOR hereby further covenants that in case at any time hereto after by reason of any act or default or omission or commission on the part of the VENDOR, the VENDEE suffers any loss and is deprived of whole or any portion of the Said Flat hereby conveyed to the VENDEE on account of any defect in the title of the VENDOR, the VENDOR shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Flat by the act of default, omission or commission of the VENDOR and make good the losses suffered by the VENDEE thereby, and in such case, the VENDEE shall have no right to claim any compensation, interest or penalty or right in any other property in the Said Complex.

15. That the open terrace on the roofs, parapet walls, stilt floor, Swimming pool, commercial space, etc, and all basement area 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 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.

16. There is a provision of Club facility is allowed inside the complex for the VENDEE and other residents as per the terms & conditions of the Maintenance Agency.

17. The VENDOR shall be entitled to obtain the refund of various securities deposited by it during or before construction of "RAJ EMPIRE" with various Govt. Local authorities for electric water & sewer connections etc. and the VENDEE or any association thereof shall have no claim, interest or right of any nature whatsoever in respect of such refunds or deposits.



18. That the said complex shall be maintained by an appointed Maintenance Agency till such time, the Residents Welfare Association (herein "RWA") is formed and registered in a lawful manner and these services are taken over by such legally formed and registered RWA. The VENDEE has agreed and undertaken to enter into and to execute a Maintenance & Service Agreement (herein "Maintenance Agreement") with Maintenance Agency, which shall inter alia contained the provisions regarding the scope of maintenance services, payments of maintenance charges, rules and regulations to be followed by a residents and consequences of default/delay in making payment of maintenance charges etc., The VENDEE promises, agrees and undertakes to become member of such Flat Owners Association / Society and to pay membership fee on its constitution/formation as per bye-laws.

19. The maintenance of the Said Flat including all walls and partitions, sewers, drains, pipes, attached lawn and attached terrace areas shall be the exclusive responsibility of the VENDEE from the date of the possession/deemed possession. Further, the VENDEE will neither himself do nor permit anything to be done which may damage any part of the Said Building, the staircases, shafts, common passages, adjacent flats etc. or violates the rules or bye-laws of the Local Authorities/Flat Owners Association/Maintenance Agency.

20. After the date of this Sale deed, the VENDEE shall comply with and carry out and abide by all laws, bye-laws, rules regulations, requisitions demands etc. of Ghaziabad Development Authority in respect of the said flat arising after the date of this Sale Deed and shall be responsible for all deviation or breaches thereof and shall also observe and perform all terms and condition in this regard.

21. The contents of each flat along with connected structural part of the building shall be got insured by the VENDEE at his/her 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/ Association 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.

22. The VENDOR has provided power back-up system to said flat and to the common services/facilities in the Said Building/Said Complex. The VENDEE shall be liable to pay regularly and timely the charges towards electricity consumed by the VENDEE through the power supply and power back-up system over and above the general maintenance at such rates, taxes, levies, service charges etc., as determined by the Maintenance Agency/Vendor failing which supply of electricity through mains or power back-up can be discontinued.

23. The VENDEE is not permitted to use the central green lawns, parks and other common areas for organizing personal or social functions. A common space is provided in the Said Complex (Club/Community Hall) for organizing meetings and functions, the same may be used by the VENDEE as per the terms and conditions of the Maintenance Agency and on payment of such charges as may be fixed by the Maintenance Agency from time to time.

24. The VENDOR shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the flat of the said VENDEE or other flats/Common Areas of the Said Building/Said Complex. The VENDEE shall keep Maintenance Agency and the VENDOR indemnified and harmless against any loss or damage



that may be caused to the VENDOR and other flat owners of the Said Building or their family members or any other persons or their properties in this regard.

25. The existing use of the Said Flat is residential and the VENDEE undertakes to use the Said Flat for residential purpose only. The VENDEE shall therefore not use the Said Flat conveyed herein for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to the VENDOR and owners/occupants of other flats in the Said Building/Said Complex.

26. The VENDEE may transfer by sale, gift, exchange or otherwise in any manner, the Said Flat after obtaining a No Objection Certificate from the VENDOR and/or the Maintenance Agency with regard to clearance/payment of outstanding maintenance charges and any other charges payable by the VENDEE to the VENDOR or the Maintenance Agency/the Residents Association/Society concerned with maintenance of common areas, facilities and services. It shall be the duty of the VENDEE to get the Maintenance Agreement and other documents signed and executed by the occupiers/tenants/licensees and subsequent purchasers.

27. All the provisions contained herein and the obligations arising hereunder in respect of Said Flat / Said Building / Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and / or subsequent purchasers / transferees of Said Flat. Whenever the right, title and interest of the VENDEE in the Said Flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale Deed, allotment letter and the Maintenance Agreement and he/she/ they shall be liable and answerable in all respects.

28. The VENDEE shall not raise any construction temporary or permanent in or upon the Said Flat nor shall make any alteration or addition or sub-divide or amalgamate the Said Flat. That the VENDEE shall not demolish or cause to be demolished any structure of the Said Flat, or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or in any part thereof so as to create danger to the structural safety of the Said Building. The VENDEE shall not remove the floor, roof and any walls of the Said Flat including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the flats above, adjoining and below it.

29. The VENDEE shall not undertake closing of verandahs, lounges, balconies, common corridors even if the particular floor / floors is occupied by the same party. The VENDEE shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to use. The VENDEE shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by him in the Said Flat or on parking space or on any common areas within the Said Building or within the Said Complex and shall be liable to be removed at his/her/ their cost.

30. 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. Any such breach shall be treated as default and the same shall attract disconnection of common services and facilities.



31. 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 or maintenance agency as the case may be. VENDEE shall be entitled to display his/her name plate only at the proper place, provided for the Said Flat.

32. The VENDEE shall keep the Said Flat properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Said Building or hinder the proper and responsible use of such portion(s) by the VENDOR and owners of other flats. The VENDEE shall maintain at his/her own costs the Said Flat including walls and partitions, sewers, drains, pipes, attached lawns and attached terrace areas thereto in the same good condition, state and order in which it is delivered to him/her and in particular to prevent any seepage, leakage, flooding or damage to any other part of the Said Building, more particularly the flats adjoining and below it. The VENDEE shall keep the VENDOR and owners / occupiers of other flats in the Said Building/Said Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the VENDEE.

33. 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 shall add any material structure without prior obtaining the permission of the VENDOR, or the Maintenance Agency as the case may be.

34. 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.

35. The VENDEE shall be liable to pay all taxes or other charges including Municipal, Tax, House Tax, Water Tax, Sewerage Tax or any other such taxes, charges, levies etc. which are imposed, levied or charged, under any law in force or that may hereafter be enforced, in respect of the Said Flat, from the date of allotment of Said Flat.

36. That the VENDEE has already paid the sale consideration, as stated hereinabove, and all other dues/charges, which are payable from the date of application and/or, in terms of allotment, referred herein-above. However, if any additional charges, levies, rates, taxes, demands etc. including service tax, VAT/Works Contract Tax, development charges for the provision of peripheral and / or external services or for any other reason attributable to the Said Flat/Said Building/Said Complex are charged" imposed or levied by any Government or Statutory Authority in future retrospectively or otherwise, then the same shall be treated as unpaid consideration of Said Flat payable by the VENDEE and the VENDOR shall have first charge/lien on Said Flat for recovery of the same. The VENDEE, however, agrees and undertakes to pay any such charges, taxes or levies, if charged, imposed or levied, and in the manner demanded by the VENDOR.

37. In the event of increase of FAR (Floor Area Ratio) by any government/Competent Authority, the VENDOR shall have unfettered right to raise further constructions on any area of the Said Building / Said Complex as being the sole and exclusive property of the VENDOR and the VENDEE shall not be entitled to raise any objection or to make any claim whatsoever. The VENDOR shall have the right to make additions, raise additional stories on the Said Building/ Said Complex or put up additional structures as all provisions have been made in the Said Building/ Said Complex and the same shall be the sole property of the VENDOR, who



shall have absolute right to dispose of the same in any manner it likes without any interference from any VENDEE and the VENDEE hereby expressly consents to the same and agrees that the VENDEE shall not be entitled to raise any objection or claim any reduction in the price of flat acquired by him or any compensation or damages on the ground of inconveniences or any other ground whatsoever.

38. The VENDOR shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the existing electric, water and sewage connections. Further, the VENDOR shall have all the rights over the top roof/terrace of the Towers/Buildings in the Said Complex. The VENDOR reserves the right to deal with any part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use the same for advertisement purposes. The top roof/terrace shall always vest in the VENDOR. The VENDEE hereby gives consent to the same and agrees that the VENDEE shall not be entitled to raise any objection or claim anything on this account or any other ground whatsoever.

39. All the costs and expenses incidental to the preparation, execution and registration of this Deed including the payment of Stamp Duty and registration fee has been borne by the VENDEE.

40. 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 Company)

VENDEE

Witness - 1

Witness -2

Drafted by: -

BUDH PRAKASH SHARMA Document Writer,  
NITIN KUMAR Advocate, Chamber No. 21,  
11<sup>th</sup> Lane, Tehsil Compound, Ghaziabad.