

BRIEF PARTICULAR OF SALEDEED

- | | | |
|---------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Nature of Property | :- | Residential |
| 2. Ward / Pargana | :- | V Code 0454 |
| 3. Mohalla / Village | :- | <u>VASUNDHARA</u> , Ghaziabad |
| 4. Detail of Flat | :- | Residential Flat No.
On..... , (without roof right) in SUKH SAGAR COMPLEX , on built up Plot No.- 4B/COMM-1A , situated at SECTOR-4B residential colony VASUNDHARA , Ghaziabad Tehsil & Distt. Ghaziabad (U.P.). |
| 5. Measuring of Flat | :- | super area sq. mtr.
covered area sq. mtr. |
| 6. Status of Road | :- | 18 mtr. wide |
| 7. Sale consideration | :- | Rs./- |
| 8. Parking Facility | :- | <u>Common covered parking</u> |
| 9. Govt. Circle Rate | :- | Rs./- sq. mtrs.
rebate for 03 rd Floor
+6% increase for Security Guard,
Power Back-up, Lift & Parking |
| 10. Building Construction | :- | Multistoried |

BOUNDARIES OF PLOT :-

EAST : PLOT PROVISION OF SHOPS
WEST : PLOT NO. 4B/GH-02
NORTH : PLOT NO. 4B/COMM-1B
SOUTH : ROAD 18 MTR. WIDE

SALE DEED FOR Rs./-

STAMP DUTY PAID Rs./-

Hence the Stamp duty payable as per rule set vide order No. S.V.K.N-5-2756/11-2008-500 (1165)/2007 Lucknow dated 30-06-2008 by (Uttar Pradesh Government Institution Finance, Tax and registration Anubhag-5)

DETAILS OF FLAT : -

Flat No., at, having super area sq. mtr, covered area sq. mtr. approx. in SUKH SAGAR COMPLEX, Commercial Plot No.-4B/COMM-1A, situated at SECTOR-4B residential colony VASUNDHARA, Ghaziabad Tehsil & Distt. Ghaziabad (U.P.). (hereinafter called "SAID FLAT"

THIS DEED OF SALE IS MADE AT GHAZIABAD (U.P.) on this day of between **MADHAV MUKUND PROMOTERS PVT. LTD. having its regd. office at X-41, MAHILA COLONY, GANDHI NAGAR, (hereinafter referred to as "VENDOR").**

(PAN AADCM8395E)

IN FAVOUR OF

..... S/o R/o
..... (hereinafter referred to as the "VENDEE").

(AADHAR 536209437153)

(AADHAR 935261730015)

That the terms and expressions VENDOR & VENDEE shall unless repugnant to the context, mean and include their respective heirs, successors, executors, nominees, assigns, administrators and legal representatives.

Description of The Property

Whereas UTTAR PRADESH AWAS EVAM VIKAS PARISHAD, VASUNDHARA, GHAZIABAD executed a sale deed in favor of MADHAV MUKUND DEVELOPERS PVT. LTD. through its Director Mr. RAKESH SHARDA S/o B.N. SHARDA R/o 803/1, ORANGE COUNTY, AHINSA KHAND-1, VASUNDHARA, GHAZIABAD U.P. GPA holder of BALBEER SINGH S/o HARI SINGH & MADHAV MUKUND PROMOTERS PVT. LTD. through its authorized signatory Mr. MANISH SHARDA S/o NAVRATAN SHARDA R/o F-12A, Angel Mega Mall, Kaushambi Ghaziabad U.P. vide entered book no. 1 volume no. 32497 pages no. 1/24 serial no. 18382 on dt. 19-10-2016 in the office of Sub-Registrar-IV, Ghaziabad.

Further the VENDOR has constructed the property in the building called as SUKH SAGAR COMPLEX after the sanctioned building plan which has been duly approved from Uttar Pradesh Awasth Evam Vikas Parishad vide letter No. 963 dated 12-04-2016. The vendee has examined all related documents with regards to the title of the vendor in plot, approval for its development, built up property and rights of vendor for sale of the said flat, sketch and map of which is annexed hereto and thereafter, on recording his/her/their satisfaction has requested for execution of sale deed as on where basis the "Said Flat" detailed above. And Whereas the said Vendor has agreed to sell the Vendee a **Flat No. at Floor, in SUKH SAGAR COMPLEX, Commercial Plot No.-4B/COMM-1A, situated at SECTOR-4B residential colony VASUNDHARA, Ghaziabad Tehsil & Distt. Ghaziabad (U.P.).** including his proportionate undivided land cost for a consideration of **Rs./- (Rupees)** and this entire consideration amount has been received by Vendor in full and final settlement of the above said Flat and Vendee has agreed to purchase the said flat in accordance with the term & conditions of the allotment agreement, sale deed by Awasth Evam Vikas Parishad which will remain binding and enforceable, if no contrary terms and conditions are contained and agreed to in this sale deed regarding those particular matters. And for the sake of brevity. All terms and conditions of the same are not reproduced herein.

SUPER AREA: Super area is the basic area for all calculation purposes. Conceptually the super area of the said flat is the sum of the flat area and its pro rata share of common areas in the entire said property.

FLAT AREA: Flat area of the said flat means the area enclosed by its periphery walls including area of walls, columns, balconies, cupboard space etc. & half the area of the common walls with other premises/flats which forms and integral part of the said flat.

Common Area: Common areas shall mean all such parts/areas in the entire property which the allottee shall use by sharing with other occupants. Common area include entrance lobby at the ground floor, lift lobby at the ground floor, lift lobbies, electrical shaft, fire shafts, walls & slabs of the plumbing walls on all floors, common corridors & passages, staircase or the fire escapes, service area including but not limited to lift machine, overhead tank, maintenance office/stores, ESS, pumps rooms, security rooms, fire control rooms, but not including the area of club, Changing room & basement.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER :

1. That and in consideration of the said sum of **Rs./-** has already been paid by Vendee(s) and received by Vendor hereby sells, conveys, transfers and assigns the said flat with all its rights, titles, options, privileges, easements, appurtenances, attached thereto, to the Vendee(s) will hold, use, enjoy, sell, mortgage, the said flat in any manner, he/she/they like (s) without any hindrance or claim from the vendor or others.
2. That all previous taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other Taxes or charges shall be paid by Vendor. And now shall be payable by Vendee from the date hereof when the execution of sale deed.

3. *And whereas there is apprehension in relation to "Mr. K. Raheja" Development corporation "V/S State of Karnataka Case" decided by the hon'ble Supreme Court and other order passed in future by the Government/Statutory or other local authority(s) that the Vendor (Builder) can be treated as contractor of the Vendee and liable to collect Trade tax and Services Tax or any other tax from the Vendee and deposit the same with the appropriate authorities till date there is no clarification in this case. In future if the appropriate authorities impose any such tax due to this transaction then the Vendee hereby agrees for payment of the same and all times indemnify and harmless to the Vendor. The Vendee has assured to the Vendor that all liabilities including but not limited to Service tax/other tax/interest/penalty arises or levied by the concerned authority retrospectively or prospectively with respect to said flat, the Vendee shall deposit the same to the vendor within 15 days of demand raised by the Vendor for making onward payment to the concerned department. If the demanded amount is not paid by the Vendee, the Vendor will have charge against the said flat and the Vendor will be liable to exercise that charge and recover its demand. The Vendee shall keep the Vendor indemnified against any loss arising due to the same.*
4. *The peaceful and vacant physical possession of the residential flat has been handed over by the Vendor to the Vendee simultaneously with the execution of this deed. The Vendee after inspecting the said flat has satisfied himself/herself/themselves about the quality of workmanship and material used and have also satisfied themselves as regard the various head against which money have been charged and undertakes, not to raise any dispute or claim against the vendor in respect thereof.*
5. *That upon taking possession of Flat from Vendor, the VENDEE shall have no claim against the VENDOR as to any items of work quality, work measurement, specifications, facilities, amenities, materials, installations, cost etc. or any other account in the said Flat or any other ground whatsoever for the said Flat space.*
6. *That the Vendor hereby declares and assures Vendee those are the rightful owner of the said flat with full rights to deal with the same. The said Vendor further declares & assure that the said flat under sale is free from all sort of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes & defect in the title of the owner.*
7. *a) That it has been agreed between the VENDOR and the VENDEE that save and except in respect of particular Property hereby acquired by her/him, VENDEE have no claim right title of interest of any nature or kind, except the right of ingress and egress in respect of the common area on ground floor and usage of club on top floor allowed to VENDEE. The common areas and facilities 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.*

b) That except for the area herein allotted and all common usages rights and facilities attached therewith, all right and interest in the entire common area and facilities in the said building namely " SUKH SAGAR COMPLEX" shall continue to vest in the company/Vendor unless and until the same or any other part thereof is specifically transferred in any manner to any particular flat buyer.

c) That all common facilities shall be for common use only and no allottee shall bring any action for the individual use, partition or division of any thereof. The possession of these facilities shall vest with the Maintenance Company/Vendor Company.

d) The terrace/roof, parapet walls, stilt/ground floor, storage spaces in basement/stilt along with necessary approaches, changing room and attached facilities, club, common toilets, built up space in stilt floor along with staircase and open area in front of the built up space, builder office, open and covered parking space (except areas of which usage rights specifically allotted to the individual flat allotted) along with required approaches shall continue to be property of the VENDOR and the VENDOR shall have all right title and interest upon the terrace/roof of the Property being sold herein to the VENDEE. The VENDOR shall have right to use the same in any manner whatsoever. Any flat owner shall not cause any type of encroachment/construction on the above said area and shall have no right whatsoever of any kind in these areas.

e) The Vendor shall also have a right of ingress and egress to all terraces common areas, lobbies, staircase, corridors etc. without any objection from any of the Vendee.

8. Sole Ownership of Vendor : Even after the execution of the sale deed the terrace, roofs, parapet wall, stilt/ground floor, basements, shopping center, builder office, commercial building, unsold parking space, storage spaces, club guest room, amphitheaters, changing room etc. shall continue to the property of the Vendor. Vendor possesses every access to terrace & such common areas through lift & staircase as and when desired. Vendee/RWA or any association does not possess any right in it.

The Vendee covenants that rights in the uppermost terrace in the complex shall remain with the Vendor and the Vendee will have no rights in the terrace whatsoever. It is clearly understood and agreed by and between the parties hereto that the vendor shall have unqualified and unfettered right to sell or lease the terrace to anyone. The purchaser/lessee of terrace shall be entitled to make use of the same for all the purposes whatsoever, as may be permitted by the vendor. Awas Evam Vikas Parishad Building bye-laws and authority having jurisdictions over the matter. If the Vendee is given exclusive right to use the terraces in case of sale of pethhouses. He/she/they will not be eligible to develop any construction on such open terraces.

That the Vendee shall have no objection or make any claim to the Vendor reserving the right to give on lease or hire any part of the top roof/terrace on/above the top floor of the building in the complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purpose.

Note: Open space in front of the built up area, changing room, club, unsold Flats, unsold parking space, unsold storage space, space in basement, administrative office, top & terrace space remain the property of Vendor, who shall be entitled to dispose the same in the manner deemed fit by the Vendor Company.

9. *In case if additional floor are allowed the vendor shall be entitled to construct additional floors with the permission of the competent authority. Due to the above stated additions/constructions, the VENDOR shall be entitled to connect, essential amenities like Electricity, Water, Sanitary Drainage, fitting or additional Sanitary drainage sources etc. at his own cost. The VENDEE shall have no objection for the same. The VENDEE shall not use the terraces. The Vendee has got no right to raise any objections of the same. Any action by the Vendee shall be treated as null & void.*
10. *That the Vendee shall not raise any objection or claim any reduction hereafter in the price of the flat agreed to be acquired or claim any compensation/damages on the ground of inconvenience if any due to cause or which me be caused as abovementioned or any cause whatsoever.*
11. *The Vendee will be obligatory and liable to get the insurance of said flat including articles, furniture, goods, machinery and equipment installed and stored inside the said flat. However, if the maintenance agency takes up the group/joint insurance policy for all the residential complex, the vendee will be obligatory & liable to pay proportionate cost to the maintenance agency.*
12. *The Vendor shall be entitled to obtain the refund or various securities deposited by them with the various Govt./Local authorities for electric, water & sewer connections etc. during, before or after the construction of said plot/flat/apartment.*
13. *The Vendee is entitled to have electricity/water connection from the Vendor inside the said flat after execution of Maintenance Agreement as per the standard format of the nominated maintenance agency against separate payment of connection/installation charges/security charges apart from the sale consideration mentioned above.*
14. *That the vendor or the maintenance agency as the case may be shall be solely responsible for providing maintenance service to the said complex and to do all such acts, deeds matters and things as may be necessary to provide uninterrupted maintenance service. The Vendor may entrust or cause the aforesaid maintenance service, to be undertaken/ carried out through any person, firm or body corporate, as deemed fit at its sole discretion of the vendor or it may keep the same with itself or with any of its nominee(s).*
15. *The maintenance agreement can be terminated by the company if desired by at least 75% of the allottee's or more represents individually in writing to the vendor or by giving one month prior notice even within period of two year vendor can withdraw himself form maintaining the same. In both the case settlement of account all liabilities & responsibilities be handed over to the resident welfare association. In such cases following will be handed over to the Vendee/RWA:-*
 - a) *All Lifts, Corridor passages, underground & overhead water tanks, firefighting equipment with motor & motor room, Gensets, Lights etc.*
 - b) *Electricity panel rooms.*
 - c) *Power backup equipment*
 - d) *Security gates with guard room and lift rooms at terrace.*
 - e) *Any other asset transferred by vendor to society for common use.*
 - f) *To take care of gas pipe line arrangements.*
 - g) *Installed meters, equipment in the flat itself.*

16. *The computation of maintenance charges related to maintenance of various service and facilities in and around common area, passage lifts, fire equipment/electric transformers, pumps, open space within the boundary wall of the building such as maintenance of boundary wall, landscaping. Electrifications, water supply, gas pipeline supply, tube well (if any), sewerage, road/paths & other misc. services like watch & ward etc., security services within & outside the boundary wall or any other services decided by maintenance agency or Vendor.*
17. *If the payment so received falls insufficient due to raise in cost of any other reason whatsoever then additional amount shall be charged for the smooth working of the maintenance agency. In case of default by any Vendee the amount will be deducted from I.F.M.S. & same will be recovered within 15 days by giving a notice & after which an interest of 24% will be charged.*
18. *The flat buyer shall pay maintenance charges which will be fixed by the VENDOR or the association of flat buyer from time to time depending upon the maintenance cost to the extent of share of Flat in question. In case of default by any Vendee the amount will be deducted from I.F.M.S. & same will be recovered within 15 days by giving a notice & after which an interest of 24% p.a. will be charged.*
19. *Any delay in payment of any charges within the time specified shall also disentitle of the flat buyer to the enjoyment of common service including electricity, water and common areas. The flat buyer consents of this engagement till the building is transferred to the Association of the Flat Buyers or body corporate or till such time as the Vendor decides.*
20. *The Vendee will have the facility to use club along with changing room in the residential complex but subject to payment of charges specified from time to time by the vendor or its maintenance agency, The rights of admission to the said facilities shall be vested only with Maintenance Agency or Vendor.*
21. *The Vendor has allotted usage of parking rights with the concerned flat to the Vendee. The Vendee is to strictly use the reserve parking space only. Vendee is not authorized for random parking of his/her/their vehicle and use only the earmarked area in the parking bay. The visitors of Vendee shall park their vehicle outside of the Complex without disturbing the main entry gate and parking gate.*
22. *The Vendee assure the payment of following charges prior to execution of the sale deed:-*
 - i) Gas Meter charges.*
 - ii) Water connection charges.*
 - iii) Electrical installation charges.*
 - iv) Registration Expenses including the cost of stamp paper, registration fees, Execution charges etc. According to stamp duty act if there is any deficiency in cost of stamp paper paid then vendee will be solely responsible.*
 - v) Government Taxes.*

23. *The Vendor shall provide single point electric connection for all flat owners from UPSEL & the electricity shall be distributed by the vendor or its nominee i.e. maintenance service provider through prepaid/meter system or any other system. All the expenses of which will be borne by the vendee only.*
24. *The Vendee shall comply with to carry out and abide by all laws, rules and regulations, requisitions, demands etc. of Awas Evam Vikas Parishad, Uttar Pradesh and other local or govt. authorities and shall attend, answer and carry them out at his own cost and be responsible for all deviations, violations or breach thereof and shall also observe and perform all terms & condition contained in this Deed. It is made clear that if due to any act of the VENDEE any fine, penalty, challans etc would be impose upon the building or upon the VENDOR the same shall be sole liability of the VENDEE herein and the VENDOR shall indemnify all the losses.*
25. *The vendee consents that he/she/they will have to allow sweepers and maintenance staff to enter in the said flat/duct etc. for cleaning maintaining repairing of the pipes/leakage/seepage in his/her/their flat or flat of any other person. The Vendee also consents that he/she/they will make good/bear all the expenses for repairing the toilets/bathrooms/any other part of his/her/their flat or flat of any other person and painting thereof damaged due to his/her/their negligence or willful act. The Vendee also consents to bear all expenses incurred due to damages caused to machinery & equipment occurred due to his/her/their negligence or willful act.*
26. *The Vendee shall comply with, carry out and abide by all the laws, bye-laws, rules and regulations, requisitions, demand of Awas Evam Vikas Parishad. The Vendee may carry out all additions & alterations, except the construction having prejudicial effect on the said flat/said property/or having the effect of changing the basic structure of the said flat, at his/her/their own costs inside the said flat and will be exclusively responsible for all non-compliances, violations, accidents & breaches of laws, rules and regulation thereof and shall also observe and perform all terms and conditions contained herein.*
27. *That the Vendor covenants with the Vendee that he/she/they shall peacefully hold and enjoy said flat without any interruption by the Vendor or by any person claiming under the Vendor. The Vendee shall have right to sale or rent the Flat to any person, though all the term & conditions whatsoever covenanted between Vendor and Vendee shall remain binding against the subsequent buyer/occupier. The Vendee also hereby covenants with the Vendor that before further selling the said flat, he/her/they will obtain prior NOC form the Vendor &/or Maintenance Agency and provide relevant information about the proposed purchaser to the Vendor &/or Maintenance Agency. It is also covenanted that the subsequent purchaser also will not acquire any additional or more rights than the Vendee assigned by the Vendor, moreover, all terms specified or agreed, recorded in the allotment/agreement, Sale deed by the Awas Evam Vikas Parishad, Maintenance Agreement and herein, shall also remain binding and enforceable against subsequent purchaser.*

28. *The Vendee hereby declare and confirm to the vendor that if the vendee is foreign national/not resident Indian of Indian origin/non-Indian origin then the consideration paid/payable by him/her/them is out of money brought/to be brought in to India in the accordance with the provision of foreign exchange management act, allied rules and regulations and rules and regulation of reserve bank of India. On the basis of this declaration and confirmation, the Vendor had accepted/will accept the consideration from the vendee and the vendee will keep the vendor harmless and indemnified in respect of this matter form all the losses, expenses and liabilities in the present and in the future.*
29. *In Case of any natural calamity or any other adverse situation of any kind or ACT OF GOD occurred/happened, the vendor shall be in no way responsible for all or any of the loss/damages of any kind. The vendee of flat would however be entitled to proportionate land in the area on which the particular residential building was situated in which his/her/their flat was existing.*
30. *The Vendor and vendee hereby covenants that the case of any dispute among the vendor and vendee and vendor's nominated maintenance agency, only Ghaziabad courts will have exclusive jurisdiction to deal with the same.*
31. *That the registration expenses, such as, cost of the stamp papers, corporation tax, registration fees and the execution charges etc. for registration of sale deed with the registration authority have been borne and paid by the "Vendee". And if at any time subsequently, some deficiency therein is assessed/determined by the competent authority, same would also be borne by the vendee/assignee.*
32. *Restrictions for Vendee: In view of Govt. rules & regulations.*
 1. *To use the flat any other purpose apart for residential purpose strictly.*
 2. *To park the vehicle at any other place apart from the earmarked places only.*
 3. *Closing of the Verandah/lounges/common corridors.*
 4. *To keep flower pots/any other thing creating hindrance & heavy at the roof top or balcony.*
 5. *To place any advertising board, publicity material etc. either in common area or in front of the balcony.*
 6. *To allow any type of encroachments and constructions outside the periphery of the said flat in the residential complex.*
 7. *To carry out any change in the external elevation or design.*
 8. *To change the color scheme of external walls.*
 9. *Painting of the exterior side of doors.*
 10. *Not to park the vehicle of guests inside the campus.*
 11. *Two wheelers either one or two should be parked in space allotted, Should not be parked anywhere outside parking or in the common area.*

12. *No changes in the internal layout of a flat should be made without consulting a qualified structural consultant and without permission of Vendor.*
13. *Not to hammer or puncture R.C.C. Structural like columns & beams for any purpose.*
14. *Plumbing problems should be attended by only a qualified or experienced plumber. The plumbing network should not be tampered.*
15. *Use of acids for cleaning the toilets be avoided.*
16. *All the external disposal services to be maintained by periodical cleaning.*
17. *Periodical cleaning to avoid the choking of sewerages.*

DETAIL OF PAYMENTS :-

Loan Detail

Note :-

1. The structure which is written in this sale deed. It is also shown in the map and map shall be part of the sale deed.

IN WITNESS WHEREOF THE VENDOR AND THE VENDEE HAVE SIGNED AND EXECUTED THEIR PRESENCE ON THE DATE MENTIONED ABOVE.

VENDOR

VENDEE

WITNESSES :-

1.

2.