

BRIEF PARTICULARS OF SALE DEED

1. Nature of Property :- Residential
2. V-Code :- _____
3. Mohall/Village :- _____
4. Details of Property :- Residential Apartment No. _____,
at ____ Floor in Group Housing Project
“**MIGSUN** _____” situated at
_____.
5. Measurement of Property :- (Saleable area/Super Area of above said
flat
is _____ sq.ft. i.e. _____sq. mtr.)
including Covered Area _____ sq.ft.
i.e. _____sq. mtr.)
Apart from the covered area, salable
area is in the form of common area such
as corridor, passage, entrance lobby, lift
lobby & staircase, lobby at ground floor,
common area at basement level /
service area, ramps to basement, lift
machine room, mumty of staircase,
water tanks, ESS, staff room, RWA
room, common toilet, area for drivers &
service staff, maintenance room etc.
- 6-Status of Parking :- _____
7. Sale Consideration :- Rs. _____/-
- 8.Facilities in Building :- _____.
- 9.Rain Water Harvesting :- _____)

Valuation of the said Flat/Apartment as under as per circle rate list: _____

SALE DEED FOR Rs./-

STAMP DUTY PAID Rs./-

The Stamp duty paid according Rate of Rs. _____/- per sq. mtr. floor rebate
as per rate list and stamp duty has been paid.

BOUNDARIES OF GROUP HOUSING:-

EAST :
WEST :

As Per Site

NORTH :
SOUTH :

DETAILS OF PROPERTY :-

Residential Apartment No....., on ____ Floor (As Per Map Attached) (without roof rights) having Saleable/Super Area.....sq. ft i.e..... sq. mtr., Covered Area sq. ft i.e..... sq. mtr. (covered area including walls, columns, balconies & cupboard of the flat) in the Group Housing Complex known AS **“MIGSUN _____”** situated at _____. (**hereinafter called the “SAID APARTMENT”**).

THIS DEED OF SALE is executed at Ghaziabad, U.P. on this day of, by **M/s _____**, a Company registered under the Companies Act, 1956, having registered office at _____ through its Authorised Signatory _____ (Resolution passed by the board of directors of the company in their meeting held on **dated**) hereinafter referred to as the **“VENDOR”** (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns). (**PAN of Company-_____**)

IN FAVOUR OF

Mr. _____ S/o Sh. _____ R/o _____ hereinafter referred to as the **“VENDEE”** of the Other Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their legal heirs, executors, administrators, successors and assigns). Hereinafter the Vendor and the Vendee collectively referred as the Parties. (**PAN-_____**)

AND Whereas the Land Owner is the absolute and lawful owner of a piece of land admeasuring about _____ sq. mtrs., falling under Khasra No. _____ situated in Village _____ (hereinafter referred to as the “said project land”). That Land Owner acquired the lawful title of the said project land vide sale deed admeasuring _____ sq. mtr.) duly registered at the office of sub-registrar Ghaziabad. That the said project land is the part of the project “_____” developed by _____.

AND WHEREAS the Vendor has further clarified to the Vendee that Multi-storied residential apartment buildings have been constructed on the developed land of Group Housing project in accordance with the Building Plans/Compounding Plans approved by the Ghaziabad Development Authority.

AND WHEREAS the Vendor has represented to the Vendee that the said land and Apartments are freehold in nature and they have clear and marketable

title in respect of the said Apartment and have full right, power and authority to sell and transfer the said Apartment.

AND WHEREAS the Vendee has seen all documents of titles, all other relevant papers, building plans etc. of Group Housing "MIGSUN _____" and has fully satisfied himself/herself/themselves about the authority, power, right & title of the Vendor and signed the **Allotment Letter Dated** with the Vendor and in pursuant where to the Vendor has agreed to sell and the Vendee has agreed to purchase the said **Apartment No.onth Floor**, having Saleable/Super Area sq. ft. in the Group Housing Complex known as "MIGSUN _____" situated at _____ along with impartible and undivided pro-rata, proportionate share in the land of "MIGSUN _____" project. (Excluding the area of basement and other facilities which are part of independent area) for a total sale consideration of **Rs.(in words)** on the terms & conditions appearing hereinafter.

AND WHEREAS the difference between saleable area and super area was duly explained to the vendee by the vendor and the vendee do not have any objection or claim in regards to the difference between saleable area, super area and covered area.

AND WHEREAS the Vendor has represented to the Vendee that the said Apartment which is being sold to the Vendee is free from encumbrances and the Vendor hold good and marketable right to convey, transfer & sell the said Apartment.

AND WHEREAS the Vendee confirms that they have verified the description, physical condition of the building in which the said Apartment is situated, the said Apartment, the size, dimensions of the said Apartment and the rooms etc. therein and other physical characteristic thereof and fully satisfied for the same.

AND WHEREAS the Vendee has agreed to bear all the expenses for completion of the sale of the said Apartment including cost of stamp duty, registration fee etc. as per applicable law, rules, and regulations.

AND WHEREAS the parties hereto are now desirous of executing this Sale Deed for conveying ownership right, title and interest in the said Apartment to the Vendee.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER :-

1. That in consideration of the amount specified hereinabove of the said Apartment which has been paid by the Vendee and received by the Vendor in advance on or before execution of this deed, the Vendor do hereby transfer by way of sale the said Apartment and the both the Vendor and the Vendee accepts that aforesaid consideration is for the

total "Saleable Area" which comprises the covered area and the form of common area such as corridor, passage, entrance lobby, lift lobby & staircase, lobby at ground floor, common area at basement level / service area, ramps to basement, lift machine room, mummy of staircase, water tanks, ESS, staff room, Association of apartment owner's room, common toilet, area for drivers & service staff, maintenance room etc. and also including all easement rights attached to the said Apartment. 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 the FAR, open spaces, parking spaces (except what has been conveyed herein) or tot-lots, public amenities and other facilities will be the sole ownership of the Vendor who will have the full authority and power to use and/or transfer the same in any manner whatsoever and this Sale Deed is executed for the said Apartment of which the Vendor have received all and full consideration of the sale price. The sale price is calculated on the basis of its saleable area. It is agreed between the parties that car parking space/any parking space are not part of the common area and facilities of the said Apartment in the Group Housing project known as "MIGSUN _____" situated at _____.

2. That the Vendor has handed over actual physical possession of the said Apartment 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 Apartment from the Vendor.
3. That upon taking over possession of the said Apartment the Vendee shall have no complaint or claim against the Vendor as to any item of work, quality of work, material, area/size of Apartment or on any other ground whatsoever.
4. In case the Central Government, State Government or any other Local Authority, Department imposes any service tax, 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 Projects Known as "MIGSUN _____" 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 service tax, 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. That the Vendee has to execute separate Maintenance Agreement, Electricity supply & Power backup with vendor or its nominee.

6. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other Taxes or charges to Ghaziabad Development Authority, Ghaziabad Nagar Nigam, Uttar Pradesh Power Corporation Limited or any other Competent Authority shall be payable by Vendee from the date hereof or date of possession or deemed dated of possession declared by the Vendor whichever is earlier.
7. That the Vendee or Occupier of the said Apartment shall not put up any name or signboards, neon lights, publicity or any kind of advertisement material, hoarding, hanging of cloths etc. on the external facade of the building or anywhere on the exterior or the common areas or on the roads of the Complex.
8. That the Vendee shall not use the said Apartment, so as to cause any blockage or hindrance or nuisance of any nature whatsoever, to any of the Apartment owners in the Complex, common Passages, terraces or common areas and facilities of the Building. The Vendee shall not keep or store any chemical, combustible or hazardous goods in the said Apartment.
9. That the Vendee shall use the said Apartment for residential purposes only. However, if the Vendee use or permit to use of the said Apartment for any purpose contrary to the permissible use, then in that event, the Vendor and/or its Maintenance Agency/its other Agents and/or the Association of the Apartments Owners shall be entitled to take action in accordance with law.
10. That the Vendee shall keep the said Apartment, the walls and partitions, sewers, drains, pipes and appurtenance thereto in good condition so as to support, shelter and protect the parts of the Buildings even other than the said Apartment and shall abide by all laws, guidelines, bye-laws, rules & regulations of the State Government, Central Government, Ghaziabad Development Authority, Municipal Authorities and/or any other Authorities/Local Bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws and/or rules and regulations.
11. That the Vendee shall not do or permit anything to be done in or about the said Apartment which may tend to cause damage to any flooring or ceiling or any Apartment over, below or adjacent to the said Apartment or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use. The Vendee hereby indemnify(ies) the Vendor against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible.
12. That the Vendee shall not change or cause to be changed any structure of the said Apartment or any portion thereof and shall also

not make or cause to be made any additions or alterations in the same or any part thereof, so as to cause blockage in any passage, verandahs, terraces etc. In the event of any non-compliance on this account, the Vendor shall be entitled to remove the offending structure/nuisance at the cost of the Vendee and claim all costs on this account from the Vendee.

13. That the Vendee shall not remove any common walls of the said Apartment including the load bearing walls and the partition walls/ structures common between the Vendee and the adjacent Apartment holders. As there are hidden RCC Columns & RCC Shear Wall supporting whole structure, so no change is allowed.
14. That the Vendee shall have no objection and shall not make any claim against the Vendor or its nominees, 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.
15. That it has been agreed between the Vendor and the Vendee that save and except in respect of particular Apartment hereby acquired by him, the Vendee has no right, title, interest & claim 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, stair case, corridor etc. The common area & roads shall remain undivided and neither the Vendee nor any other person shall take any action for partition or division of any part thereof and any covenant to the contrary shall be void.
16. That the parapet walls, ground floor, basements and other space under ground floor and all unsold spaces shall continue to be property of the Vendor and who shall be entitled to use or deal with for any purpose whatsoever. Any Apartment owner or Association of Apartment Owners will not be allowed for any type of encroachment/construction or claim on the above said area of the Complex and including roads & lobbies.
17. The Vendor shall be entitled to obtain the refund of various securities deposited by them during or before construction of the buildings in the Complex with various Government, Local Authorities and Departments for electric, water & sewer connections etc.
18. 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 the maintenance of the Complex to the Association of apartment owners (A.A.O.). 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.

19. The Vendee agrees that he/she/they will have to allow sweepers/maintenance staff etc. to enter in his/her/their Apartment/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in the said Apartment or any other Apartment.
20. The Vendee agrees that he/she/they will bear the cost & expenses for repairing any damages in the toilets/bathrooms/any other part of the other Apartment caused due to his negligence or willful act. The Vendee will be liable & responsible for any damage to any equipment in the Complex i.e. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their negligence malfunctioning or willful act.
21. The Maintenance, Upkeep, repairs, security etc of the building including common lawns of the building /complex will be organized by the Vendor or its nominee. The Vendee has already signed the maintenance agreement the Vendee shall pay maintenance charges which will be fixed from time to time and Service tax or any other tax if imposed by the Govt./ Local body or any competent authority. And delay in payment will make the Vendee liable for interest @ _____ % per annum. Nonpayment of any of the charges within the time specified shall also dis-entitle the Vendee to the enjoyment of common services including lifts, water supply and recharge of electric etc.
22. In case Association of Apartment Owners take over the maintenance of the Buildings/Complex where the said Apartment is situated 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, 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, unsold parking, un-allotted parking spaces, any office premises, store-rooms, storage and any rooms etc. will remain the property of the Vendor.)

23. The Vendee shall not be permitted for closing of verandah, lounges, balconies, common corridors, keeping flower pots/any other thing creating hindrance, even if particular floor/floors are occupied by the same party.
24. The Vendee shall not be permitted to 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 the said Apartment acquired by him/her/them which in the opinion of the Vendor/its Agents differs from the colour scheme of Complex.
25. That the Vendor covenants with the Vendee that they shall peacefully hold and enjoy the said Apartment without any interruption by the Vendor or by any person claiming under the Vendor. The Vendee shall have the right to sell or rent the said Apartment subject to the prior NOC from all existing Maintenance Agencies.
26. That the Vendor has presently taken single point electric connection for the "MIGSUN _____" from Uttar Pradesh Power Corporation Limited which will be distributed to all the Apartment's Buyers including the Vendee through separate meters as per prepaid system. All expenses regarding electric meter and other charges, if any, will be paid by the Vendee.
27. The Vendee agrees to this that in case of further sale/change in ownership of his/her/their Apartment a prior NOC in writing from all existing maintenance bodies/agencies are required to be obtained by the Vendee for transfer/sale of Apartment for the clearance of maintenance dues/any other dues. All the terms & condition will be binding on the successor/subsequent owner/user of the Apartment. If transfer/sale/ change in ownership is effected without NOC then all the dues will be paid by the new owner.
28. The contents of the said Apartment along with the connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake etc. The Vendor after handing over the possession of the said Apartment 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 individually or through society/ association collectively if so formed.
29. That the Vendee agrees and confirms that all the obligations arising under this Sale Deed in respect of the said Apartment/Building/ land/Complex shall equally be applicable and enforceable against the Vendee, Occupier and subsequent purchasers of the said Apartment as the said obligations go with the said Apartment for all intents and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the performance in this regards.

30. That the declaration as provided in the section 12 of U.P. Apartment Act 2010 has been submitted by the Vendor in the office of the competent authority in respect of the building “MIGSUN _____”.
31. That the Vendee hereby undertakes that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by any Competent Authorities/Departments/Courts and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
32. That all recital of this Sale Deed alongwith the annexure hereto shall form a part and parcel of this instrument of sale and shall binding on the parties hereto. That if any provision of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have amended or deleted in so far as are reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to confirm to the applicable laws; and the remaining provisions of this Sale Deed shall remain valid and enforceable in laws.
33. That the registration expenses such as cost of the stamp papers, registration fees and the execution charges have been paid by the Vendee and the Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said Apartment 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 Apartment conveyed by this Deed shall be paid by the Vendee exclusively and the Vendor shall not be liable & responsible to pay the same.
34. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

Note: -

1. The Government Circle Rate is **Rs**_____ per sq. mtr.
2. The said Apartment written in this Sale Deed is also shown in the map.

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

VENDOR

VENDEE