

Calculation of Stamp Duty

V Code	:	
Nature of Property	:	Commercial Space/Unit
Property Detail	:	Space/Unit No. _____ on _____ Floor, Aditya SCO Complex situated at Plot No. Commercial – 2, Park Town Integrated Township, Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP.
Carpet Area of the Space/Unit	:	_____ Sq. Mtr. (_____ Sq. Ft.)
Parking Facility	:	NIL
Govt. Circle Rate	:	Rs. _____/-
Rebate as Per Floor	:	_____ %
Value of Space/Unit (According to the Present Govt. Circle Rate)	:	Rs. _____/-
Sale Consideration	:	Rs. _____/-
Stamp Duty	:	Rs. _____/-

The Vendee has paid the requisite Stamp Duty on the Sale Consideration or Circle Rate Valuation, whichever is higher.

STAMP DUTY @ 7% AS PER NOTIFICATION ORDER NO. S.V.K.N.-5-2756/11-2008-500(165)/2007, LUCKNOW DT. 30.06.2008 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG-5.

VENDOR

VENDEE

SALE DEED

THIS SALE DEED is executed at Ghaziabad on this ____ day of _____ between :

M/s. Utility Estates Private Limited (CIN No. _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered & corporate office at 11, New Rajdhani Enclave, Vikas Marg, Delhi – 110092 (PAN _____) represented by its authorized signatory, Mr. _____ S/o Mr. _____ (Voter Card No. _____), (hereinafter referred to as the **“VENDOR”** or the **“FIRST PARTY”**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns).

AND

Mr./Mrs./Ms. _____ S/o / W/o / D/o Mr. _____
_____ R/o _____
_____ and
Mr./Mrs./Ms. _____ S/o / W/o / D/o Mr. _____
_____ R/o _____
_____, (Hereinafter referred to as the **“VENDEE”** or the **“SECOND PARTY”**), which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his/her/their heirs, executors, permitted assignees, administrators, legal representatives, nominees and successors etc.) (**PAN OF VENDEE/SECOND PARTY : _____**)

WHEREAS, the Vendor has acquired and sufficiently entitled to ownership in the land admeasuring 3,491.61 Sq. Mtr. being situated at Commercial Plot No. 2 falling in Khasra Nos. 1643, 1644, 1645 and 1646 situated at Park Town Integrated Township, Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP (“Said Land”), vide deed no. 3477 and 3487 dated 09-05-2014, registered in the office of Sub Registrar-First, Ghaziabad, UP and Order bearing No. 233/107/T-1/2021/5840 Dated 15-09-2021 passed by the Regional Director (NR), Ministry of Corporate Affairs, Govt. of India in the Scheme of Merger or Amalgamation between M/s. Gentian Propbuild Private Limited, M/s. Incredible Infrastructure Private Limited and M/s. Eclogue Conbuild Private Limited with M/s. Utility Estates Private Limited.

The Said Plot is bounded as under :

North-East : Green Belt
South East : 30 Mtr. Wide Road
South-West : Other Property
North-West : Other Property

(Here-in-after referred to as the “Said Plot”).

AND WHEREAS, the First Party has developed the Commercial Complex Project named as **Aditya SCO Complex** (Hereinafter referred to as the “Project”) situated at the above said land/plot. The Said Project has been developed after the sanction of building plans approved by Ghaziabad Development Authority vide its Permit No. COMMERCIAL/BUILDING/07390/GDA/BP/24-25/0448/11072024 Permit Date 29-07-2024 File No. GDA/BP/24-25/0448;

AND WHEREAS, the First Party has got the Said Project registered under the provisions of The Real Estate (Regulation And Development) Act, 2016 (RERA) with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow, Uttar Pradesh on _____ vide registration no._____.

AND WHEREAS, the Second Party had applied for purchase of One Commercial Space/Unit bearing No._____ on _____ Floor (Without

Roof Rights), having Carpet Area of _____ Sq. Mtr. (_____ Sq. Ft.). (as per definition provided under RERA Act) (Space/Unit As Per the Map Attached), here-in-after referred to as "Said Space"/"Said Unit" along with right to use all common areas and facilities in consonance with the other allottees/occupants, as per Law.

AND WHEREAS, the Vendee declares that neither he/she has any objection nor would raise any objection against the Vendor for constructing or continuing with the construction of the other phases/blocks/space/units in the Said Project.

AND WHEREAS, the above Said Project is Complete and the Competent Authority has granted the Completion Certificate vide its letter no. _____ Dated _____.

AND WHEREAS the Carpet Area of the Said Space/Unit as mentioned in this Deed has been calculated as per RERA definition which is as follows :

"Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

AND WHEREAS, the VENDEE has agreed to purchase and the VENDOR has agreed to sell the Said Space/Unit to the VENDEE, on the agreed terms and conditions recorded here-in.

AND WHEREAS, the VENDOR and the VENDEE herein unequivocally and specifically agree and confirm that the covenants of the Agreement For Sale shall be read as part and parcel of the terms of this Sale Deed, which are not reproduced here to avoid repetition and for the sake of brevity. However, in case, any of the terms and conditions of the previously executed documents are found contrary, repugnant or contradictory to any of the covenants of the

terms and conditions of this deed, the covenants of this Sale Deed shall prevail in such an event.

AND WHEREAS, the VENDEE hereby accord and confirms his/her satisfaction regarding the Said Space/Unit being sold to him/her in all respects including but not limited to the title/ownership of the VENDOR, quality, size, dimensions, area, design and nature an quality of construction, fittings and fixtures, surroundings etc. of the Said Space/Unit and that he/she confirms that he/she shall not raise any sort of objection of any nature on any ground in future in this regard under any circumstances.

AND WHEREAS, the VENDOR assures the VENDEE that the Said Space/Unit is free from any prior sale, gifts, litigation, disputes, stay orders, attachments, notifications and acquisitions. The Vendee shall remain solely liable for repayment of the loans/finances or charge created by him, if any, on the Said Space/Unit sold under these present.

AND WHEREAS, the VENDEE has already inspected, compared all the relevant documents concerning the Said Space/Unit/Said Plot/Said Project and also verified the title and competence of the VENDOR to sell the Said Space/Unit to the VENDEE.

AND WHEREAS, the VENDEE hereby acknowledges that he/she has physically visited the Said Space/Unit and is satisfied in all respects and on his/her own accord and discretion, decided to execute this Sale Deed in respect of the Said Space/Unit after arranging the requisite stamp papers and the Vendor, inter alia, at the request of the VENDEE is executing the present Sale Deed.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER :

1. That, the VENDOR hereby sells and the VENDEE hereby purchases the Said Space/Unit without roof rights along with undivided, proportionate ownership share in the land underneath the building where upon the Said Space/Unit is built up for a sale consideration of Rs._____/-(Rupees _____ Only).

The VENDEE had paid the sale consideration to the VENDOR and the VENDOR had issued the receipts thereof and hereby acknowledges the same.

2. That, the Vendee will have the right to use common areas by sharing with other occupants/vendees in the building such as staircases/ corridors/passages/facilities/lifts/entrance/exits of the building, roads & other common areas without causing any hindrance to other occupants/their visitors.
3. The Vendee will not claim any sort of right in the space constructed or earmarked for parking by the Vendor, though parking space may be utilized by the Vendee subject to availability of the parking and upon payment of the parking charges to the Vendor or its nominated agency at the rate as may be decided from time to time by the Vendor or its nominated agency, as the case may be and the parking space in the complex shall be remained in the ownership of the Vendor unless specifically conveyed. The Vendee has no right to park his/her vehicle in the common area or passage etc. in the complex.
4. That, the Vendee hereby agrees to observe, perform and bound by all the terms and conditions contained herein and as well as those contained in the Maintenance Agreement, Electricity Agreement and such other documents executed/to be executed by and between the Vendee and the Vendor/Nominated Agency, which shall be read as part and parcel of this Sale Deed.
5. That, the regular electricity, sewer, maintenance, power back up charges and other utility charges etc. shall be borne and payable from time to time by the VENDEE to the Vendor/Nominated Agency nominated by the VENDOR together with the applicable taxes etc. through prepaid system.
6. That, this sale deed is confined to sale of the Said Space/Unit only. All other unsold space/ units/ areas/ facilities etc., which are not specifically allotted to the Vendee are excluded from the scope of this Sale Deed.
7. That, the Stamp Duty and Registration Charges applicable to the present Sale Deed have been paid and borne by the VENDEE and the VENDEE shall be solely responsible and liable for any further charges, demands, deficit stamp duty, liabilities, penalties or any other consequence on that account.

8. That, the VENDEE undertakes to pay all requisite Charges including but not limited to Cess, Property Tax and any other taxes etc. in respect of the Said Space/Unit levied by Central or State Government, Ghaziabad Development Authority and Municipal/Civic Authorities.
9. That, if due to any subsequent change in legislation/Government orders/ Notifications, directives, guidelines, Building byelaws or change/ amendments, any additional measures or any other facilities/ equipments/machinery are required to be installed, undertaken or provided concerning the Said Space/Unit/Said Project/Said Plot, the VENDEE as well as the other occupants would be solely/jointly and/or severally liable for the same at their own costs, initiatives and expenses.

However, in the event, any such liability is fastened on the VENDOR/Nominated Agency for any reasons or by operation of any Law or Rules, the same shall be reimbursed by the VENDEE within 15 days of receipt of demand Notice or intimation from the VENDOR/Nominated Agency in that regard on pro rata basis, as may be determined by the VENDOR/Nominated Agency, as the case may be.

10. That, the VENDEE has compared and got examined the existing construction, design, quality of the Said Space/Unit with the terms/plan agreed between the Vendor and Vendee in respect of the Said Space/Unit and found the same in order. The VENDEE has also personally visited and physically inspected the site and satisfied with the facilities & amenities available in the Said Project. Upon being satisfied, the VENDEE hereby accords his/her satisfaction to the same. The VENDEE has taken the peaceful physical possession of the Said Space/Unit and further undertakes not to dispute this possession at any subsequent stage.
11. That, the Vendor may obtain approval/revalidation/re-sanction of the building plans/maps from the competent authorities for further development in the Said Project as per its own discretion for which the Vendee will not have any objection and Vendee hereby specifically and expressly consents thereto and expressly states that no further consent would be required from him/her by the Vendor in future.
12. That, upon execution of this Sale Deed, the VENDEE hereby agrees and undertakes not to create any obstruction or hindrance in the ongoing or subsequent construction/finishing work being carried on or to be carried on by the Vendor/Vendor's Assignee or its nominee or transferee on any area outside the Said Space/Unit.

13. That, the Vendee has understood that the common areas and facilities in the above said Project are meant for the use and enjoyment of all the allottees of the Project and thus he/she undertakes not to encroach upon any of the common areas and facilities, in any manner whatsoever and declares that he/she shall have no right to use the facilities and services not specifically permitted to be used by the Vendee as per this Deed.
14. That, all unauthorized encroachments or temporary / permanent constructions carried out in the Said Space/Unit/any common area by the Vendee shall liable to be removed at his/her/their cost by the Vendor and/or by the Nominated Agency, as the case may be.
15. That, any transfer, sale, assignment or otherwise parting with the possession of the Said Space/Unit by the VENDEE, will attract payment of the then prevailing administrative charges, and the No Objection Certificate (NOC) from the VENDOR/Nominated Agency, in addition to payment of due charges as on that date to the Vendor/Nominated Agency. Whenever the title of the Vendee in the Said Space/Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale Deed, and all other documents executed by the Vendee and the transferee will be accountable in all respects in respect of those documents as the same relate to the Said Space/Unit.
16. That, the Vendee shall not raise any construction temporary or permanent or make any alteration or addition or sub-divide in the Said Space/Unit or amalgamate the Said Space/Unit with any other space/unit. The Vendee shall not demolish or cause to be demolished any structure of the Said Space/Unit or any portion thereof and shall also not make or cause to be made any structural additions or alterations or damage of any nature whatsoever in the same or in any part thereof in view of structural safety of the Building. That the Vendee shall not remove the floor, roof, column and any walls of the Said Space/Unit and the structure of the same shall remain integral and common with the Space/Units above, adjoining and below it. No construction or alteration of any kind will be allowed on exclusively attached open areas, if any to the Said Space/Unit.
17. That, the Said Space/Unit is restricted to commercial use and the VENDEE is bound to use the Said Space/Unit for the purpose intended and in accordance with applicable building bye-laws. The VENDEE shall

not use the Said Space/Unit or permit it to be used for purpose other than commercial.

18. That, it shall be the sole obligation of the VENDEE to get his/her respective space/unit comprehensively insured against fire, earthquake, riots and civil commotion, militant acts, etc. at his/her own initiative, cost and expenses.
19. That, the Vendee shall be liable to pay Maintenance Charges, Electricity Charges and Power Back up Consumption Charges and other utility charges regularly at the rates prescribed by the Vendor/Nominated Agency, as the case may be w.e.f. the date of Offer of Possession of the Said Space/Unit and from time to time regularly, failing which supply of Electricity, Power Backup, Maintenance Services can be discontinued. Apart from discontinuance of services qua the Vendee, the Vendee will be liable to pay applicable interest on delayed payments of above said charges.
20. That, the VENDEE shall be henceforth responsible and liable to pay, the charges regularly to the Vendor/Nominated Agency/Government Agency(ies) for civic facilities & amenities available in and/or around the Said Space/Unit and for the Maintenance Services being provided by the Vendor/Nominated Agency/Government Agency(ies) around the Said Plot/Project at the rates fixed by the said Vendor/Nominated Agency/Government Agency(ies), as the case may be, from time to time. The VENDEE is aware that the said all civic facilities/amenities/services as provided by the Vendor/Nominated Agency are based upon the supply made available by the Government Agency(ies) or otherwise available at the site.
21. That, the Vendee shall maintain the Said Space/Unit including Walls and Partitions, sewers, drains, pipes etc. in good tenantable repairs, state, order and condition in which it is delivered to them and in particular so as to support, shelter and protect the other parts of the building. Further, he/she will allow the Maintenance Agency and their employees/project maintenance teams access to and through the Said Space/Unit in order to inspect the site and to carry out repair work in common areas from time to time and at all reasonable times of the day and also for maintenance of water tanks, plumbing, electricity and other items of common interest etc.

Further, the Vendee will neither himself do nor permit anything to be done which damages any part of the adjacent spaces/units situated below and above the Said Space/Unit etc. or violates the rules or bye-laws of the

Local Authorities/ Vendor/ Nominated Agency. The Vendee will give notice of the provisions of this clause to his/her/their tenant(s)/licensee (s) also.

22. That, after takeover of management and maintenance of the Said Project by the Nominated Agency, such Agency will be entitled & responsible for the management and maintenance and would also be entitled & responsible for deciding the manner and mode of collection of maintenance charges and utility charges for providing all sorts of maintenance and power back up services, as the case may be. However, the Vendor's nominated maintenance agency will be entitled to charge/revise the maintenance charges from the Vendee for providing maintenance services outside the Said Project but within the Park Town Township even after the above said takeover. Since, the Vendor will provide electricity to all occupants in the complex as the Vendor has been sanctioned single point electricity connection for the township, therefore, the electricity charges will always be collected through prepaid meters by the Vendor from the occupants.
23. That, the Vendor has already taken single point electricity connection from Uttar Pradesh Power Corporation Limited (UPPCL)/Paschimanchal Vidhyut Vitran Nigam Limited (PVVNL) and it will onward supply the electricity to various consumers/users in the project. However, due to any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the government/court/act etc., the entire cost of such conversion shall be borne and paid by all allottees in proportion to the contracted load allotted to each allottee. This is also to state that the above said change will be carried out only after receipt of entire cost of conversion from all the allottees and at least 51% of total allottees of the Said Project have provided their consent for the same.
24. That, it has been agreed amongst the parties that the segregation & safely disposal of the household waste/garbage/unwanted material/byproducts/out of the use products, generated from the use and occupation of the Said Space/Unit on day to day basis up to the depots/bins, shall be the exclusive responsibility of the VENDEE at his/her/their own efforts and expenses. The VENDEE shall also be remained bound by the Government Rules & Notifications in this regard.
25. That, the Vendee is not allowed to change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. and is

also not allowed to carry out any change in the exterior elevation and design of the Said Unit/Space and/or the building.

26. That, the Vendee do hereby declare that it will not carry out any business activity in the Said Space/Unit :
- a) which may cause hindrance/nuisance for other Vendees in the Project like Sale and Serving of Prohibited Drugs/ Liquor/ Alcohol/ Beer and other Alcoholic Beverages, Sale and Serving of Non Vegetarian items etc. or
 - b) which may cause any sort of pollution unless required equipments are installed, preventive measures and required NOCs as may be prescribed by the appropriate authority are taken by the Vendee or the Occupier of the Said Space/Unit.
27. That, the Vendee do hereby declare that it will not carry out any business activity in the Said Space/Unit unless required business permission/licenses/NOCs having been obtained by him/her.
28. That, if the Vendee or the Occupier of the Said Space/Unit runs/operates any Restaurant/Banquet/Marriage/Party Hall/Hotels/ Food Outlet, it will arrange for its water requirement on his/her own.
29. That, the VENDEE and VENDOR have further agreed that the Interest Free Maintenance Security lying with the VENDOR/Nominated Agency shall be retained by it to ensure timely payment of the maintenance/other charges by the VENDEE/subsequent buyers of the Said Space/Unit. In addition, if the recurring maintenance and other charges are not paid by the VENDEE within the stipulated period, in that eventuality, its Maintenance Agency would have a right to recover the overdue charges together with interest as mentioned in the maintenance agreement etc. executed between the maintenance agency and the Vendee on delayed amount from the VENDEE or his/her successor through the process of Law with litigation expenses and its Maintenance Agency would have the first charge over the Said Space/Unit to the extent of such overdue amount.
30. That, all letters, circulars and notices issued by the VENDOR shall be dispatched to the First Named VENDEE at the address of the Said Space/Unit through courier/speed post/registered post/by hand/email and the proof of dispatch/by hand delivery shall be the sufficient evidence of service on the VENDEE and shall fully and effectually

discharge the VENDOR from the burden. However, the VENDEE shall send all correspondence, notices, etc. to the VENDOR at the Registered Office of the VENDOR through Regd. Post/Speed Post/by hand/email.

31. That, the VENDOR/Nominated Agency shall have the right to recover any increased amount of compensation/cost payable to the Ghaziabad Development Authority or any other authorities and/or farmers/land

owners on account of decisions of the competent courts/ tribunals/ government for the land acquired/resumed and transferred to the VENDOR by the Ghaziabad Development Authority or any other authorities or purchased by the Vendor from the farmers and the same shall be recoverable from the VENDEE on pro-rata basis as and when intimated to them. This amount shall also include the cost of litigation incurred by the VENDOR/Nominated Agency and/or the Ghaziabad Development Authority in this regard.

32. That, in case of any major city level infrastructure charges (such as embankment, ring road, flyover, metro, etc. is provided by the Ghaziabad Development Authority, U.P. State Electricity Board or any other authority(ies) of the State Government/Central Government, consequent to which the Said Plot/Space/Unit will be directly or indirectly benefitted) are levied on the VENDOR/Nominated Agency, the VENDEE shall pay/reimburse on demand, the proportionate charges of such infrastructure on pro-rata basis to the VENDOR/Nominated Agency, if so imposed by the competent Government Authority, as and when called upon by the VENDOR/Nominated Agency.

33. That, both the parties shall abide by all laws, bylaws, rules and regulations of the Ghaziabad Development Authority/ local bodies and the law of the land, as may be applicable to the respective party and the concerned party shall also be responsible for all deviations, violations or breach of any of the conditions of prevailing laws, bylaws, rules and regulations.

34. That, both parties have executed this Sale Deed after having acquired full knowledge of all the laws and notifications and rules applicable to the Said Space/Unit.

35. That, the VENDEE hereby indemnifies and hold harmless the VENDOR against all or any losses suffered or likely to be suffered by the VENDOR due to illegal act or omission of the VENDEE or the occupant of the Said Space/Unit, which is forbidden in law or otherwise attracts penal provisions of law or creates any liability qua the third parties or effects the legal rights of the VENDOR in any manner.

36. That, the VENDEE will enjoy the Said Space/Unit in peace and harmony with the occupants/ owners of the other space/units built up on the Said Plot.
37. That, the VENDEE has understood and agreed that inaction on the part of the VENDOR to enforce at any time or for any period or time, the provisions hereof shall not be construed to be waiver of any provision or right thereof to enforce each and every provision in general.
38. That, if any provision of this Sale Deed shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to have been amended or deleted in so far as reasonably consistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable laws but this Sale Deed with remaining provisions shall still remain valid, binding and enforceable.
39. That, both parties hereby declare that they have no claim of whatsoever nature against each other remained upon execution of this Sale Deed, except as envisaged in the present Sale Deed.
40. That, any dispute arising out of this Sale Deed, the construction of any provision of this Sale Deed or the rights, duties, obligations or liabilities of the parties hereto, shall be referred to the decision of a Sole Arbitrator, to be appointed by the Managing Director/any of the directors of the Vendor. The arbitration proceedings shall be governed by the prevailing rules and provision of Arbitration and Conciliation Act, 1996 including any amendment/ modification thereof. The venue of arbitration shall be at Delhi only and the award of the Arbitrator shall be rendered in English language. The award of the arbitrator shall be final and binding on the Parties. The cost of arbitration proceedings including fees of arbitrator will be borne by both parties in equal ratio.

The VENDOR and the VENDEE will continue to perform such of their respective obligations even during the arbitration proceedings, without prejudice to the final determination thereof.

41. That, the Vendor is executing this Sale Deed in favor of the Vendee only on the assurance of the Vendee that the Vendee is not prohibited/ barred/prevented by any Court/Authority/Tribunal/ Commission etc. to execute this Sale Deed and enjoy possession of the Said Space/Unit in pursuance thereof.

42. That, both parties have executed the present sale deed out of their own free will, volition and without any coercion, undue pressure, force or influence from any corner and also obtained independent legal advice regarding the covenants, their legal rights and liabilities, terms and conditions of this Sale Deed agreed upon and also understood the same prior to executing the present Sale Deed.

**IN WITNESSES WHEREOF, ALL THE PARTIES HAVE PUT
HEREIN THEIR RESPECTIVE HANDS ON THIS SALE DEED IN
PRESENCE OF THE FOLLOWING: -**

PHOTO WITNESS-1

PHOTO WITNESS-2

FOR AND ON BEHALF OF THE VENDOR

VENDEE

AUTHORIZED SIGNATORY

WITNESSES :

1.

2.