

**SALE DEED**  
**BRIEF PARTICULARS OF SALE DEED**

<b>Nature of Property</b>	:	Residential Plot
<b>V-Code</b>	:	0108
<b>Mohalla / Village</b>	:	Integrated township situated at Village Shahpur Bamheta Pargana Dasna Tehsil & Distt Ghaziabad U.P.
<b>Details of Property</b>	:	<b>Residential Plot No. ___, Block-__, Zone-__, Type-__, JAIPURIA'S SUNRISE GREENS, Village - Shahpur Bamheta, Pargana Dasna, Tehsil &amp; Distt. Ghaziabad U.P.</b>
<b>Measurement of Property</b>	:	____ Sq. yard i.e. ____ Sq Mtrs. approximately.
<b>Status of Road</b>	:	9 Mtrs. Wide,
<b>Sale consideration</b>	:	Rs. ____/-
<b>Govt. Circle Rate</b>	:	Rs. ____/- per Sq. Mtrs * ____ Sq. Mtrs = Rs. ____/- Stamp paid Rs. ____/-

**BOUNDARIES OF HOUSING PLOT**

EAST : \_\_\_\_\_  
 WEST : \_\_\_\_\_  
 NORTH : \_\_\_\_\_  
 SOUTH : \_\_\_\_\_

**PARTICULARS OF FIRST PARTY:-**

**SMV Agencies Private Limited** (a company registered under the Indian Companies Act, 1956), who is the Lead Party of the Consortium having its head office at Jaipuria Sunrise Green Plaza, 12-A, Ahinsa Khand, Indirapuram, Ghaziabad through their Authorized Signatory ..... (Pan : .....)

**PARTICULARS OF VENDEE/ SECOND PARTY / BUYER.:-**

MR. \_\_\_\_\_ S/o \_\_\_\_\_, R/o \_\_\_\_\_ (hereinafter called the VENDEE/ SECOND PARTY / BUYER.)  
 (Pan No: \_\_\_\_\_)

(Which expression first party, second party shall unless repugnant to the meaning or context thereof include his / her / their legal heirs, executors, administrators, successors and assigns Hereinafter the first party and/or constituents companies, the Vendee collectively referred as the Parties.)

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

**STAMP DUTY PAID Rs. \_\_\_\_/-**

**DETAILS OF PROPERTY:-**

**Residential Independent Plot No.-\_\_\_\_, Block-\_\_\_\_, Zone-B, Type-D, JAIPURIA'S SUNRISE GREENS, having area of \_\_\_\_ Sq. Mtrs in the integrated township situated at revenue Village Shahpur Bamheta, Pargana Dasna, Tehsil and District Ghaziabad, Uttar Pradesh (hereinafter called the "SAID PLOT"). No Park Facing**

THIS DEED OF SALE is executed at Ghaziabad on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By

**SMV Agencies Private Limited** (a company registered under the Indian Companies Act, 1956), having its head office at having its head office at Jaipuria Sunrise Green Plaza, 12-A, Ahinsa Khand, Indirapuram, Ghaziabad who is the Lead Party of the Consortium as well as registered Private Developer and having License from the Ghaziabad Development Authority All acting through their Authorized Signatory Shri VIKAS KUMAR S/o. Shri Vijay Singh authorized vide their Resolutions all dated 29-05-2014 passed by Board of Director of the aforesaid Companies

(Pan : AAACS 3405J)AND

**MR. \_\_\_\_\_ S/o Shri \_\_\_\_\_ R/o\_\_\_\_\_** (hereinafter called the VENDEE/ SECOND PARTY / BUYER.)

(Pan No: \_\_\_\_\_)

**AND WHEREAS**, the aforesaid constituents company including the first party herein purchased several pieces of land bearing various Khasra Nos in revenue Village Shahpur, Bamheta, Pargana Dasna, Tehsil and District Ghaziabad, under various Sale Deeds duly registered with the office of Sub-Registrar, Ghaziabad with a view to develop the entire land and to set up and develop thereon a integrated township as a whole in consonance with the policy of Government of Uttar Pradesh and under which GDA has issued a Registration Certificate to M/s SMV Agencies Pvt. Ltd. as a Private Developer for the purpose of land assembly, infrastructure developments and construction works for Housing scheme / Township within the Ghaziabad Planning Area.

**AND WHEREAS**, the first party being lead member and private developer is having license from the Ghaziabad Development Authority, has received approvals from the Ghaziabad Development Authority (hereinafter referred to as 'GDA') and other statutory and competent authorities to develop an Integrated Township at Village Shahpur Bamheta Pargana Dasna Tehsil & District Ghaziabad, U.P vide Licences No. 'I.H. Ghaziabad / 04' issued under reference No. 142/Niyojan/06 dated 29/5/2006, 'Detailed Project Report' (DPR) approval vide reference no. 116/Niyojan/06, dated 29/11/2006, and Site Plan approved vide ref. no. 389/MP/2010, dated 07/12/2010, the Plan for the aforesaid integrated Township was approved by GDA vide their Map No. 1106/ EHA /Layout Plan/29-11-2010 situated at NH-24, at Village Shahpur Bamheta, Tehsil & Distt. Ghaziabad all issued and granted by GDA to set up and develop the integrated township in village Shahpur Bamheta, Pargana Dasna, Tehsil & District Ghaziabad, Uttar Pradesh named as Jaipuria's sunrise greens for marketing and branding purposes (hereinafter referred to as "integrated township")

**AND WHEREAS SMV Agencies Private Limited** (a company registered under the Indian Companies Act, 1956), having its head office at 8-C, Hansalaya, 15 Barakhamba Road, Connaught Place, New Delhi, who is the Lead Party of the Consortium as well as registered Private Developer and having License from the Ghaziabad Development Authority and WHEREAS, under the leadership of SMV Agencies Pvt. Ltd. a consortium was formed by consortium agreement dated 28.03.2010 consisting of its associate companies inter-alia Nitishree Infrastructure Ltd now known as Shourya Towers Private Limited, M/s. Shourya Builders Private Limited, M/s. Nitishree Buildtech Private Limited, M/s. Nitishree International Private Limited, M/s. P.A.R.Y Developers Private Limited, M/s K N Consultants Private Limited, M/s. FUN 'N' FOOD Private Limited, M/s. Pre- Star Trading Private Limited, Sh. Prem Kumar, M/s. Vibhu Drinks Private Limited, M/s. Risk Free Traders Private Limited, New Delhi, M/s. Surya Vaibhav Developers Private Limited, M/s. Rushabh Marketing Private Limited, M/s. Jaipuria Leo Software & Systems Private Limited, M/s. Hyderabad Beverage Private Limited, M/s. Jaipuria Advance Technologies Private Limited, M/s. Jaipuria Cosmetics Private Limited, M/s. Banke Bihari Infrastructure Developers Private Limited, M/s Steel City Beverages Private Limited, Jaipuria Durobuild Pvt. Ltd, SMV Realtors Pvt. Ltd., Jaipuria Infrastructure Developers Pvt. Ltd. and Jaipuria Town Planners Pvt. Ltd. M/s. Nagpur Frozen Food Products Private Limited, M/s. Sreeram Drinks Private Limited, M/s. Universal Drinks Private Limited etc as constituent companies. The aforesaid constituent companies are also referred to as consortium companies, "constituents companies" and/or "other company". The rights, duties and obligation as contained in the present deed shall be

exercised, enjoyed and controlled by the First party and/or Constituent Companies jointly or severally as the case may be and the vendee herein unconditionally give their consent and acknowledge such joint or several rights etc of First party and/or Constituent Companies.

**AND WHEREAS**, the said plot is falling part and parcel of the integrated township in respect of which GDA has already approved the layout plan for integrated township and said plot is earmarked for residential purposes and as per approved layout plan said plot is earmarked out of aforesaid approved lay out plan and allotted to the VENDEE herein and the dimension of said plot are more fully described in Annexure - T to this sale deed.

**AND WHEREAS**, the first party has further clarified to the Vendee that residential pot have been constructed on the developed land of integrated township which is duly approved by GDA and the construction/development/ various amenities on remaining land will be made later on for residential and / or commercial purposes etc at the option of the first party and constituents companies thereof in the phase manner and pending aforesaid construction, development of various amenities etc the vendee herein agreed to enter into the present sale deed by fully indemnifying the first party or any constituents companies. The Vendee accepts the full authority and power of the first party including all constitutes members, for such phase wise development without any further recourse to the Vendee and further undertakes not to create any hindrance or objection for such development by the First party and/or Constituent Companies thereof in any manner whatsoever.

**AND WHEREAS**, the Lead party and the Constituents Companies vide their duly passed Board Resolutions have duly empowered the above mentioned Authorized Signatory to sign & execute Sale Deed (s) in respect of all plots/units/plots etc constructed on said land or Complex in the said Township including for the said plot. The constituents companies herein have also been empowered to receive the sale consideration from the Vendee for the purpose of execution of the present sale deed.

**AND WHEREAS**, the Vendee confirms that he / she / they has / have undertook the inspection and further fully acquainted himself/herself/itself about all documents of titles, other relevant papers & agreements, license, environment approvals, layout approvals, plans and terms and conditions contained therein etc., Consortium Agreements including the terms and conditions of the policy of Uttar Pradesh Government, License granted by the Ghaziabad Development Authority, layout approvals, environmental clearances granted in respect of project as well as Development Agreement signed with the GDA for setting up an integrated Township.

**AND WHEREAS**, The Vendee hereby confirms and undertake that the Vendee has fully satisfied himself/herself/itself as to the right/titles of the parties and constituents companies herein over and in pursuant whereto the present sale deed is executed in favor of the Vendee and the vendee has agreed to purchase the SAID PLOT for a total sale consideration of **Rs. \_\_\_\_\_/- ( \_\_\_\_\_ )** on the terms & conditions appearing hereinafter. The said consideration is received and the Vendee has paid the said consideration

**AND WHEREAS**, the Vendee is herein assured that said plot which is being sold to the Vendee hold good and marketable title and parties herein are fully competent to execute the present sale deed.

**AND WHEREAS**, the Vendee confirms that they have verified the description, physical condition of the integrated township as a whole in which the said plot is situated, the said plot, the size, dimensions of the said plot etc. therein and other physical characteristic thereof and fully satisfied for the same.

**AND WHEREAS**, as per the Layout Plan it is envisaged that the plots on all earmarked area as per map approval of GDA shall be sold in phase manner along for the plots to be used and maintained jointly by all the Vendee (s) and further no construction/ addition shall be permitted on the plot without obtaining the individual map approval for each plot from all the concerned authority responsible for approving the map in integrated township.

**AND WHEREAS**, the parties hereto has obtained necessary Board Resolutions, duly passed at the meeting of Board of Directors of the Associate / Consortium companies, authorizing them to realize the price from the buyer and to execute the necessary documents of transfer in respect of the plot as stated above and to deliver possession.

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

**AND WHEREAS**, in relation to payment of Trade Tax and Service Tax as such in the event it is decided by any competent authority and any other order passed in future by the Government / Statutory or any other local authority (ies) that the first party, or any of its consortium members whether jointly or severally can be treated as contractor of the Vendee and liable to collect Trade Tax and Service Tax from the Vendee and deposit the same with the appropriate authorities, then in that even the Vendee shall be liable to pay and discharge the same immediately upon demand. The Vendee hereby agrees to make

payment of the same and shall at all time indemnify and keep harmless the first party and/or constituents companies thereof in this regard and any such amount of tax will be a lien upon the said Plot and any default by the Vendee in making such payment in time would constitute a lien upon the said Plot and in case of failure of the vendee to pay the same within the 15 days from the date of raising the demand the first party and/or consortium member jointly or severally as the case may be shall be inter alia fully entitled to cancel the present sale deed.

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

- 1) That in consideration of **Rs. \_\_\_\_\_ /- (\_\_\_\_\_)** the amount specified hereinabove of the said Plot which has been paid by the Vendee in advance on or before execution of this deed, the said plot is hereby transferred by way of sale to the vendee and the Vendee herein accepts that aforesaid consideration together with proportionate, indivisible interest in the common areas and facilities, water supply arrangements including over head & underground tank and installations such as power, light, sewerage etc. and also including all easement rights attached to the said Plot. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights in said integrated township except what have been mentioned above, lies with the first party and the constituents companies herein to carry out further construction in case of any change in the FAR. The open spaces, parking spaces (except what has been conveyed herein) or public amenities, club area, shopping centers etc and other facilities and amenities will be the sole ownership of the first party and constituents companies herein who will have full authority and power to use and / or transfer the same in any manner whatsoever and this Sale Deed is executed for **SAID PLOT** only.

**Payment details are as under:-**

Rs. \_\_\_\_\_

Rs. \_\_\_\_\_

- 2) That actual physical possession of the said Plot is handed over 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 Plot to his complete satisfaction and requirements. That upon taking over possession of said Plot the Vendee shall have no complaint or claim against the first party and/or any constitutes members thereof as to any item of work, quality of work, material, area / size of Plot or on any other ground whatsoever.
- 3) That 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 and construction thereupon, in future, retrospectively or prospectively, same will be the liability of the Vendee to pay the same in proportion to area of said Plot 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 first party or any constituent companies, 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 Plot and in case of failure of the vendee to pay the same within 15 days from the date of raising the demand the first party shall be inter alia fully entitled to cancel the present sale deed.
- 4) That the Buyer(s) confirms that the first party or its nominated Agent / Maintenance Agency shall apply to the State Electricity Boards (SEBs)/any other source for bulk electricity supply. If the permission to receive and supply Bulk Electric Supply is received by the first party and/or constituents companies/

Consortium members or its nominated Maintenance Agency in township, then the Buyer(s) herein undertakes to abide by the terms and conditions of such supply and to pay on demand to the first party / Maintenance Agency etc, proportionate share as determined by the such Maintenance Agency etc of all deposits and charges paid or payable by the such Maintenance Agency etc to whom permission to receive bulk supply and distribute the same is granted. However such application shall be made by the first party after and only after a minimum number of 50 allottees within a particular block opt and pay upfront for the connection. In case any of the allottee does not pay his share of applicable charges to the First party and/or Constituent Companies or does not agree to opt for such connection, the allottee agrees to be bound to bear the unpaid portion of minimum charges as may be advised by the first party before the connection is made available / energized. The Buyer(s) herein further agrees to enter into and execute Power Supply Agreement and/or all or any other documents, as may be required for this purpose. The said Power Supply Agreement shall inter-alia stipulate the terms and conditions of the supply thereof, the rates or charges payable for the same. THAT electrical connection to each individual unit shall be provided as per U.P. State electricity board norms. In case, if single point metering system is granted by UP Electricity board for entire complex , then distribution of electricity shall be done through separate prepaid metering system and charge for installing prepaid meter shall be borne by all allottee(s). Each allottee will have to pay Rs.35,000/- (Rupees Thirty-five thousand only) for installation of the electric meter .The prepaid meter charges shall be paid by the allottee(s) to the company at the time of possession of the plots.

- 5) 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/ Department shall be payable and be paid by the Vendee in perpetuity to complete exclusion of the first party or any constitutes companies thereof.
- 6) It is mandatory for the vendee to provide rain water harvesting cum recharge pit of dimension 1m dia X 1.5 m depth with tube well boring as per the standard drawing. It is also mandatory to connect all roof water drainage pipes with the recharge pit .Moreover the recharge pit has to be maintained periodically for smooth functioning of the same by the vendee on its own cost.
- 7) That the Vendee or Occupier of the said Plot shall not put up any name or sign boards, neon lights, publicity or any kind of advertisement material, hoarding, hanging on the external facade of the Building or any where on the exterior or the common areas or on the roads of the Complex / Township. The vendee or occupier however shall be entitled to put up the name plate on his owned plot but not exceeding the size of 2 Ft x 2 Ft.
- 8) That the Vendee shall not use the said Plot, so as to cause any backage or hindrance or nuisance of any nature whatsoever, to any of the Plot owners in the Complex, common passages, terraces or common areas and facilities of the block. The Vendee shall not keep or store any chemical, combustible or hazardous goods in the said Plot.
- 9) That the Vendee shall use the said Plot for residential purposes only. However, if the Vendee use or permit to use of the said Plot for any purpose contrary to the permissible use, then in such event, the first party and/or any nominated / or its Maintenance Agency / its other Agents and / or the Association of the Plots Owners shall be entitled to take action in accordance with law.
- 10) That the Vendee shall keep the said Plot, the walls and partitions, sewers, drains, pipes and appurtenance thereto in good condition so as to support, shelter and protect the parts of buildings even other than constructed on said Plot 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 Plot which may tend to cause damage to any flooring or ceiling or any Plot over, below or adjacent to the said Plot or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use. The

Vendee hereby indemnifies (ies) the first party and/or any constitutes members thereof 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 Plot 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 first party and/or any constitutes members thereof or any nominee thereof or any resident of the said integrated township 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 it has been agreed and understood by the Vendee that save and except in respect of particular Plot 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, corridor etc. The common areas, parks & 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.
- 14) That terraces, roofs, parapet walls, ground floor, club, basements, swimming pool, commercial area and other facilities and all open space and all unsold spaces shall continue to be property of First party and/or Constituent Companies and who shall be entitled to use or deal with for any purpose whatsoever. Any Plot owner or Association of Plot owners will not be allowed for any type of encroachment / construction or claim on the above Complex and Township including road.
- 15) That the first party and/or consortium members jointly or severally as the case may be shall be entitled to obtain refund of various securities deposited by them during or before construction of the buildings in the Complex and Township with various Government, Local Authorities and Departments for electric, water & sewer connections etc.
- 16) That no parking of Car/ Vehicle is allowed in such a manner which in any manner whatsoever affect or having probable effect on free flow of traffic in block or in any area of integrated township. The first party and/or consortium members also reserve their right to allot un-allotted parking spaces in future after handing over the maintenance of the Complex to the maintenance agency or Residents Welfare Association of Residents or of the Owners / Occupiers of the Plot etc. as the case may be.
- 17) That the Vendee is fully aware that the services and facilities required to be provided at the residential plot as on date of this sale deed are in various stages of work-in-progress and barring unforeseen circumstances including the delay in receipt of funds from the allottees in project said facilities etc are expected to be completed within a reasonable period of one year hereof with reasonable extension thereof to be decided at the sole discretion of first party and/or constituent member thereof. However, on the insistence of the Vendee, the first party and/or consortium members have agreed to give possession of the plot on the specific undertaking and consent of the Vendee that the Vendee shall indemnify and kept the first party and all of the consortium members indemnified on account of any claims / penalties / damages arising out of present sale deed being executed at this stage.
- 18) That in regard to above said plot in case any levy, charge or any surcharge known by any name such as EDC, Metro Cess, CDC, etc., levied or leviable by Ghaziabad Development Authority or any other Competent Government or semi Government authority / department whether retrospectively or prospectively shall be solely borne and paid by the Buyer. Further the Buyer has submitted a duly executed affidavit to the first party or to any member of constituents companies acknowledging his sole responsibility for any sum(s) demanded on account of metro cess etc and confirms that this sale deed shall be cancelled if he fails to pay the cess within 15 days of demand made on him.
- 19) That hereafter all such taxes, charges, levies, etc that are payable or that may hereafter be payable on or in respect of the 'said plot' or any building and structure constructed thereon, under any law in force or that may hereafter be enforced, shall be borne and paid by the 'buyer' only directly to the relevant competent authority and the First party, confirming party and/or Constituent Companies shall not be liable in any manner for the same. The buyer hereby unconditionally and irrevocably agrees to pay any aforesaid and additional/fresh charges which may be levied in future. In case the buyer fails to pay on

demand the aforesaid levy, charge, EDC, Metro Cess, CDC, or any other charge imposed by any competent authority(s), this sale deed shall be cancelled if he fails to pay the charges within 15 days of demand made on him. That the purchaser shall construct the said plot after obtaining sanction for site plan at his own expenses from the Ghaziabad Development Authority and shall construct according to it and bound to comply with applicable building bye-laws, the rules and regulations of Ghaziabad Development Authority and obtain completion certificate for construction on said plot at his own costs and obligations. Such an application for approval of building plans to GDA shall be accompanied with a 'No Objection Certificate' (NOC) for and behalf of the first party advising GDA that the first party has no objection to the proposed building plans of the vendee/buyer. GDA shall not process / receive any proposal in the absence of such NOC. The construction/structures so raised on the said plot shall be used for residential purpose only. That, the Vendee shall construct the boundary wall of the purchased plot within three months from the date of this deed failing which he shall be liable for all the consequences, costs and risks ensuing there from. The purchaser shall not make any encroachment on and/or make any demolitions in the adjoining / peripheral road, drain, sewer line, water pipe, etc. situated in said integrated township. And in case the Vendee does any of the above the Vendee alone shall be liable to repair the damaged part and in case of repairs etc., then the Vendee shall reimburse the amount of such repairs within 15 days of the demand.

- 20)** That the 'buyer' undertakes not to do any act, which may disturb the peace and tranquility of the township and/or its residents. The 'buyer' shall also not obstruct or create any obstruction to the easement rights of other plot owners / occupiers. Further that the buyer shall not use the said plot or permit the same to be used for purposes other than permitted under the law, or for any illegal or immoral purposes and shall not do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of the adjoining areas. The buyer alone shall be responsible for consequence of any misuse of the said plot.
- 21)** That the buyer shall have ownership rights only in respect of the 'said plot' sold herein and shall have no right of ownership or any interest whatsoever in the common areas and facilities, easement rights, etc., in the township which shall remain indivisible and imitable and the buyer or any other person claiming through the buyer shall not be entitled to bring any action/claim including for partition or division of the said areas and facilities or any part thereof. The buyer shall have only the right of ingress/egress over or in respect of open spaces and all or any of the common areas in the township shall be subject to suitable restrictions as may be imposed by the first party or its nominee maintenance agency or any other concerned authority.
- 22)** That the maintenance of township shall be done by the first party or its nominee maintenance agency for the first year from the date of execution of the first sale deed in the aforesaid integrated township and thereafter the maintenance shall be handed over to any local civic body or a body corporate or a society or an association of buyers, on the terms and conditions to be determined by the First party, and/or Constituent Companies jointly or severally or its nominee maintenance agency from time to time. The buyer agrees to pay his share of such charges forthwith as may be determined by the first party or its nominee maintenance agency.
- 23)** That the buyer shall sign a separate Maintenance agreement before execution of this sale deed and along with pay non refundable and non transferable interest bearing maintenance security (IBMS) as may be determined by the first party or its nominated Maintenance Agency as may be required.
- 24)** All the refundable security amount if any (such as for IGL ) which needs to be deposited for any services within the township shall be deposited from the Interest Bearing Maintenance Security (IBMS) amount only .
- 25)** Procedure Payment of Maintenance Charges:-

The user shall keep deposited with the Company (in an escrow account as per letter issued by GDA no. 698/m.p./2010 dated 13.12.10) an interest bearing maintenance security (“IBMS”) of Rs. 500/- per square yard. Which shall be utilized in the manner as stated below:

- a. The total amount as deposited in the escrow account, which shall be as per Govt. Directions, will bear interest, which shall be as per prevailing interest rate of Govt. / cooperative banks or Govt. Security deposits. The amount which shall be accumulated out of accrual of the said interest on the deposits shall be used for payments bills raised by the maintenance agency
- b. If the bills raised by the maintenance agency for rendering maintenance services is more than the interest accrued on the said escrow account than company reserve rights to raise the said amount by either increasing the IBMS amount or by raising maintenance bill to the user on per square yard basis as deemed fit in the situation prevailing at that point of time. The RWA / residents shall have no objection to it .
- c. The charges for any exclusive Maintenance Services, as may be specially required and provided to the User, shall be billed and payable by the User alone.
- d. The Maintenance Agency shall charge interest at the rate of 18% per annum for the period of delay in payment after the due date.

28) That after execution of this Deed, no disputes, claims or differences relating to registration, booking and allotment including but not limited to the area, location, development and in all such matters as are instrumental to these and/or are likely to affect the mutual right, interest, privileges and claim, would be entertained.

29) That the company is intending to arrange the installation of a shared Neutral Access Network Operations (NANO) information , communication and entertainment network based on optic fibre for the provisioning of all IT , communication , telecom, entertainment security and building management facilities .

The company is intending to enter into an agreement with Radius Infratel Pvt. Ltd . for the provision of NANO service . The allottee(s) hereby consent that the terms and conditions of this agreement shall be mutatis mutandis applicable on the allottee(s).

The above network will require the installation of the termination equipment with regard to the premises of the allottee(s). The allottee(s) agrees that this network will be the exclusive network for the provision of all such services at Jaipuria Sunrise Greens NH-24 and that all above services shall be routed to the allottee(s) through this network only .

The above network will be built , installed , owned and operated by Radius Infratel Pvt. Ltd . who shall make available the said network to all service providers who are desirous of providing services in Jaipuria sunrise greens NH-24 and enter into an agreement with RIPL in this regard .

The NANO installation and operation is highly technical in nature , in case due to any reason the system does not perform or fails , the builder shall not be responsible for the same and the allottee(s) consent that he/she/they shall not claim any damages , compensation or refund for the same .

The allottee(s) will pay a sum of Rs.199/- (Rs. One hundred Ninty none only ) per month as monthly recurring charges (MRC) for the operation and maintenance of the NANO network .The MRC shall be collected on behalf of RIPL by the company or the maintenance agency to be appointed by the company and or the RWA (to be formed at project in due course) . Moreover the allottee(s) has to pay Rs.5000/- per plot as refundable security against installation of ONT box for installation of NANO system.

30) That the First party, and/or Constituent Companies covenants with the Vendee that they shall peacefully hold and enjoy the said Plot without any interruption by the first party or by any person claiming under the first party.

31) The Vendee agrees that before the completion of the present integrated township the vendee before selling the said plot shall obtain the prior written permission from the SMV Agencies Pvt. Ltd. In case of further sale / change in ownership of his / her / their Plot after the completion of the said project prior

NOC in writing from all existing maintenance bodies / agencies are required to be obtained by the Vendee for transfer / sale of Plot for clearance of maintenance dues / any other dues. All terms & condition will be binding on the successor / subsequent owner / user of the Plot. If transfer / sale / change in ownership are affected without NOC then all the dues will be paid by new owner.

- 32) That said Plot and super structure thereon along with all connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake etc. The first party or any constituents members after handing over the possession of said Plot 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.
- 33) That is expressly agreed between the parties that any delay in the payment which may be required to be paid by the vendee is delayed the same shall attract the interest at the rate of twenty four percent per annum. The right of cancellation of sale deed as stated in present deed is without prejudice to the right of aggrieved part to recover the outstanding dues from the vendee.
- 34) That the Vendee agrees and confirms that all the obligations arising under this Sale Deed in respect of the said Plot / Building / land / Complex / Township shall equally be applicable and enforceable against the Vendee, Occupier and subsequent purchaser of said Plot as said obligations go with the said Plots for all intents and purposes and the Vendee assures that the Vendee shall take sufficient steps to ensure the performance in this regards.
- 35) 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 First party and/or Constituent Companies for any liability and / or penalty in that behalf.
- 36) That all recital of this Sale Deed along the annexure hereto shall form a part and parcel of this instrument of sale and shall be 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.
- 37) 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 Plot for the stamp duty at any point of time. Any deficiency in the Stamp duty as may be determined by the Sub-Registrar / Concerned Authority along with consequent penalties and deficiencies and interest as may be levied / imposed in respect of the said Plot conveyed by this Deed shall be paid by the Vendee exclusively and the first party or any constituent/consortium member shall not be liable & responsible to pay the same.
- 38) That any dispute or difference of any nature whatsoever any, claim for damages, cross claim, counter claim or set off of any dues or money or regarding specific performance of the contract or cancellation of sale deed, breach of any term of the sale deed whether during the subsistence of the sale deed or thereafter arising out of or in relation to this deed between the vendee and/or first party and/or consortium members shall be referred to the Sole Arbitrator to be nominated by the Director SMV Agencies Pvt. Ltd. for the adjudication of any dispute arises with respect to present deed. The arbitration proceedings shall be governed by The Arbitration and Conciliation Act 1996 with statutory modification thereof.
- 39) In all the Govt records, the executants shall transfer the name of purchaser in records of the Government / GDA/Sub-Registrar etc., otherwise the purchaser himself shall get the mutation in his name on the basis of this sale deed. In case there is any necessity for signature or consent for the mutation of the purchaser in the Govt. records, the seller shall freely put its presence or do, provided previously there is no agreement registered. In case due to any defect or claim made by any legal heirs

of the company, the possession in full or part withdrawn from the hands of the purchaser, the company shall be liable to pay the total consideration amount. **Notes**

- 1) The above said plot is situated at the distance of 200 meter from main Road centre point and not situated in any main road. The sale plot is residential and is sold for the purpose of residential use. The above said plot does not belong to Bhudan, Gram Sabha or Wakf Board, trust. The Hon'ble District Magistrate, Ghaziabad Stamp duty is paid accordingly.
- 2) The said Plot written in this Sale Deed is also shown in the map.

**In Witness Whereof The First Party, And/Or Constituent Companies And The Vendee have Signed And Executed Their Presence On The Date Mentioned Above.**

VENDOR

VENDEE

**Witnesses**

1. \_\_\_\_\_.

2. \_\_\_\_\_.

**DRAFTED BY:-Anuj Kumar Sharma, Advocate, Chamber No. 81, Tehsil Compound, Ghaziabad**