

**SALE DEED**

This Sale Deed (“**Deed**”) is signed and executed at Ghaziabad on this [●] day of [●], 20[●];

**BY**

**KADAMBA ESTATES PRIVATE LIMITED**, (CIN: U68100DL2025PTC458967), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 9, New Rajdhani Enclave, Delhi-110092, India, represented by its authorized signatory Mr. [●] (Aadhaar No. [●]) duly authorized vide board resolution dated [●], (hereinafter referred to as the “**Vendor**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **FIRST PART**;

**IN FAVOUR OF**

**(1) In case Vendee is an individual**

Applicant Name	S/W/D Of	Age	PAN	Aadhar

Residing at [●], hereinafter called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

**[OR]**

**[If the Vendee is a company]**

[●], (CIN No. [●]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●], (PAN [●]), represented by its signatory, [●], authorized (Aadhaar No. [●]) duly authorized vide board resolution dated [●], hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

**[OR]**

**[If the Vendee is a Partnership]**

[•], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [•], (PAN [•]), represented by its authorized partner, [•], (Aadhar No. [•]) authorized vide [•], hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and their assigns).

**[OR]**

**[If the Vendee is a HUF]**

Mr. [•], (Aadhar no. [•]) son of [•] aged about [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business / residence at [•], (PAN [•]), hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

of the **OTHER PART**.

The Vendor and Vendee shall be collectively referred to “**Parties**” and individually referred to “**Party**”

**WHEREAS:**

- A. The Vendor is the absolute and lawful owner of land parcel admeasuring approximately 24,142.86 Sq. Mtrs., bearing Plot No. GH-05 & 06 situated at Koyal Enclave Scheme, Ghaziabad, Uttar Pradesh-201005 (hereinafter referred to as the “**Project Land**”).
- B. The Project Land is earmarked for the purpose of development of a plotted colony consisting of residential, commercial, retail and kiosk plots, and accordingly the Vendor has developed a project under the name and style of “**Kadamba Kunjh**” (hereinafter referred to as “**Project**”), on the Project Land.
- C. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments and modifications thereto (“**Act**”) with the Uttar Pradesh Real Estate Regulatory Authority (“**Authority**”), having Registration No. [●].
- D. The Vendor has constructed/developed the said Project as per the layout plans approved by Ghaziabad Development Authority (“**GDA**”) vide letter bearing File No.:

GDA/LD/25-26/1586 dated 23.03.2026, bearing Permit No.: Plotted Resi development / Plotted Housing/10252/GDA/LD/25-26/1586/23032026.

- E. Pursuant to the application dated [●], a \_\_\_\_\_ (residential/commercial/retail/kiosk) Plot bearing No. [●] having area of [●] square meter (i.e., [●] square yards) stands allotted or endorsed together with all rights, easements and advantages appurtenant to the Plot, subject to exception, reservation, conditions and covenants herein (hereinafter collectively referred to as the “**Plot**” more particularly described in **Schedule A** more specifically identified in the layout map approved by the GDA, in favour of Vendee and subsequently an Agreement for Sale dated [●] with respect to the said Plot was executed in favour of the Vendee..
- F. Pursuant to the completion of the development of Project, the Ghaziabad Development Authority has granted the Completion Certificate to the Project vide letter dated [●] bearing No. [●].
- G. The Vendor is in full and absolute possession and otherwise well and sufficiently entitled to sell the Plot and the said Plot is free from all sorts of encumbrances, liens, charges whatsoever.
- H. The Vendor, relying on the confirmations, representations and assurances of the Vendee to abide by all the terms, conditions and stipulations imposed by statutory authorities in respect of the Project and the said Plot, has agreed to transfer and assign and the Vendee has agreed to acquire and possess the said Plot together with all rights, titles and interests thereto, for a sale consideration of Rs. [●] (Rupees [●] only) (hereinafter referred to as the “**Sale Consideration**”) on the mutually agreed terms and conditions mentioned herein.
- I. The offer of possession of the said Plot was made by the Vendor to the Vendee, and the Vendee has agreed to take possession of the said Plot from the Vendor without any demur or protest. The Vendee has now approached the Vendor to execute this Deed in respect of transfer of the said Plot in his/her/it/their favour on terms mutually agreed and recorded hereinafter.
- J. The Vendee acknowledges that the Vendor has readily provided all the information, clarifications, etc. as required by the Vendee and that the Vendee has relied solely on his/her/it/their own judgment and investigation while deciding to purchase the said Plot and execute this Deed. There is no other oral or written representation or statement, made either by the Vendor or any person claiming under them, shall be considered to be part of this Deed.
- K. The Vendee understands and acknowledges that it shall not have any right, title or

claim of any kind whatsoever in the common areas (i.e. roads, service areas) and common services (water supply line, sewer line, storm water drainage, streetlighting, security gate etc.) of the Project/Project Land, save and except as mentioned herein. The Vendor shall remain the owner of all such land, common areas and common services within the Project, and the Vendor shall have the sole and absolute authority to deal in any manner with such land, common areas and common services till they or parts thereof are mandatorily required to be transferred to Government or Local Authority or Plot Owners Association / Resident Welfare Association (“**RWA**”), as the case may be.

- L. The Vendee has desired that the said Plot be now transferred to them, and the Vendor has agreed to the same, hence this Deed is being executed.

**NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:**

1. That in pursuance of the aforesaid Agreement for Sale dated [●] and for a Sale Consideration of Rs. [●]/-(Rupees [●] Only) paid by the Vendee to the Vendor, the receipt of which is hereby acknowledged by the Vendor, the Vendor do hereby transfers, conveys and assigns by way of sale unto the Vendee the entire rights, title, interest in the said Plot i.e. \_\_\_\_\_ (Residential/Commercial/Retail/kiosk) Plot No. [●] having area of [●] square meter (i.e., [●] square yards) under the applicable laws together with all rights, easements and advantages appurtenant to the Plot, subject to exception, reservation, conditions and covenants herein, for the enjoyment of the said Plot absolutely and forever in favour of the Vendee subject to the terms and conditions herein set forth and permitted and laid down by the authorities on this behalf. The percentage of the undivided interest / share in the common areas of the Project and attributable to the Plot shall be as per the deed of declaration of the Project and the same shall not be separated from the Plot..
2. That the Total Price has been paid by the Vendee to the Vendor in the following manner, the receipt of which the Vendor hereby admits and acknowledges:

S. No.	In Favour of	RTGS / Cheque No.	Dated	Amount (INR)
1.	[●]	[●]	[●]	[●]
2.	[●]	[●]	[●]	[●]
3.	[●]	[●]	[●]	[●]
4.	[●]	[●]	[●]	[●]
5.	[●]	[●]	[●]	[●]
<b>Grand Total</b>				[●]

3. That, the Vendee further agrees to pay any additional sum / charges which may be levied by any Govt. or local body for the provision of any services for the Plot. In case of fixation/revision / increment including those of EDC & IDC, the same shall be

- payable by the Vendee on demand by the Vendor/Govt/Local Body, as the case may be. If such charges are increased (including retrospective effect) and the same becomes due and payable, the Vendee shall pay the same and such charges, shall be treated as unpaid Sale Consideration of the said Plot.
4. That the actual physical vacant possession of the said Plot has been handed over by the Vendor to the complete satisfaction of the Vendee and the Vendee has taken over the same to his/her/their complete satisfaction in respect of its area, location, dimensions, specifications, surroundings, available amenities & facilities etc. and there is no issue whatsoever in this regard in terms of the Agreement. The Vendee has been left with no demand, claim, dispute or objection whatsoever in this regard against the Vendor.
  5. That all the taxes, charges, levies whether levied or leviable in respect to the said Plot from the date of issue of offer of possession of the said Plot, shall be payable by the Vendee alone on its own and the Vendor shall have no obligation qua the same.
  6. That the Vendee has confirmed to the Vendor that the Vendee is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project in general and the said Plot in particular and the Vendee agrees and undertakes to abide by all such laws, bye-laws, rules, regulations, notifications etc. as may be made by the Govt. / Local Authority / agencies relating to the Project and the said Plot including the terms and conditions of the lay out plan approved for the Project and other agreement(s) executed with competent authorities.
  7. That the said Plot transferred / sold under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree court attachment, etc. The Vendee hereby confirms that they have inspected the said Plot and found the same in good and satisfactory order and the Vendee is fully satisfied with the specifications of the said Project.
  8. That the Vendee shall indemnify and keep the Vendor indemnified from and against all demands, claim, losses that may be suffered by the Vendor due to breach of any of the terms of this Deed by the Vendee.
  9. That the Vendee shall comply with and carry out, from time to time even after the execution of the Deed, the requirements, requisitions, demands and repairs which are required by any competent authorities in respect of the said Plot and / or construction over the said Plot at his/her/their own cost and keep the Vendor indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

10. That the Vendee further agrees and undertakes that the Vendee shall not, at any time have any right to object to the Vendor or any nominee or successor of the Vendor constructing or continuing with the development of the Project Land and if already constructed to raise additional construction / development anywhere in the Project Land as per sanctioned/layout plans/revised lay out plans, if any. The Vendor shall be fully entitled to construct/develop on the remaining part of the Project Land as per the sanctioned layout plans or revisions thereof and the Vendor shall be entitled to obtain revision of sanctioned/layout plans for the remaining part of the Project Land in accordance with rules and regulations of the competent authorities. The Vendee agrees that under any circumstances, the Vendee shall not stop or take any steps to stop such construction on the grounds of nuisance, disturbance or for other reasons of any nature whatsoever or demand any compensation or make any objection / claim and shall have no objection in revision of layout plans of the colony, if needed.
11. That the Vendee shall not use or allow to use the Plot for any purpose other than the purposes for which it has been allotted in accordance with the lay out plan as permitted/approved by the competent authorities and further shall not, in any manner, cause nuisance or annoyance to occupants of other plots in the Project or use the same for any illegal or immoral purpose or to do or cause anything to be done in or around the said Plot which tends to cause damage to any common areas and common services of the Project or any plot adjacent to the said Plot or anywhere in the Project. The Vendee hereby agrees and undertakes to indemnify the Vendor against any penal action, damages or loss due to misuse for which the Vendee or any person claiming under them shall be solely responsible for the same.
12. That the Vendee shall have the exclusive ownership right only in respect of the said Plot and shall have only proportionate indivisible usage rights in the common areas, developed and / or to be developed by the Vendor. The Vendee or any other person(s) claiming through the Vendee shall not be entitled to bring any action for partition or division of the common areas, or any part thereof.
13. That the Vendee agrees to enter into a maintenance agreement (hereinafter referred to as the “**Maintenance Agreement**”) with a nominated maintenance agency of the Vendor (hereinafter referred to as the “**Maintenance Agency**”). The Vendee undertakes to pay the maintenance charges with effect from date of completion of the Project, irrespective of whether the Vendee is in occupation of the said Plot or not and to deposit Interest Free Maintenance Security Deposit (hereinafter referred to as the “**IFMSD**”) with the Maintenance Agency.
14. That the Vendee hereby expressly discharges the Vendor from the effect of any act, omission, negligence, or deficiency in service on part of the Maintenance Agency.



15. That the Vendee agrees to pay his/her share towards replacement / sinking fund from the date of offer of possession of the Plot by the Vendor / Maintenance Agency. As and when any plant, machinery and equipment installed in the Project requires major repairs, replacement, upgradation, additions, and/or required by change in prevailing laws or on the direction of any competent government authority entitling any provision of any additional infrastructure or replacement etc., the cost thereof shall in the first instance be met from out of the said replacement / sinking fund. In case of any shortfall thereof, it shall be paid and contributed by all the plot owners of the Project on a proportionate basis. The Vendor or the Maintenance Agency shall have the sole authority to decide the necessity of such a replacement, upgradation, additions etc. including its timings or cost thereof and the Vendee agrees to abide by the same without any objection.
16. That the Vendee shall have the right to use the common areas and common services of the Project subject to timely payment of maintenance charges. If the maintenance charges are not paid by the Vendee regularly on or before its due date, then the Vendee shall not have the right to use the common areas and common services, in that case, the Maintenance Agency shall be entitled to put restrictions or termination of usage by the Vendee.
17. The Vendee shall construct the building on the said Plot as per the prevailing building by-laws as on date of construction and in case by virtue of any change of law, if construction of any additional floor on the Plot is permitted then Vendee shall be liable to seek prior permission from the competent authorities by paying any additional charges as demanded by the competent authority at the time of approval thereof and also seek permission from the GDA or any other competent authority.
18. The Vendee hereby agrees and undertakes not to carry out any construction work or encroachment in the vacant area or common areas, road, passages, services area of the Project. The Vendee or any other person(s) claiming through the Vendee shall not be entitled to bring any action for partition or division of the common areas, or any part thereof. The Vendee doth hereby agrees and confirms that the Vendee shall not create any blockages, elevations, constructions in the common areas or create hinderance by way of locking/blocking any area which is otherwise available for free access and shall indemnify the Vendor for any losses and damages to the Vendor for any of its acts of omission or commissions in this regard.
19. The Vendee further undertakes, assures and guarantees that they will not put in or install any signboard / tower / nameplate, antenna and / or other telecommunications or other communication equipment, neon light, publicity material or advertisement material etc. anywhere outside the said Plot or in the common areas. Further, the Vendee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or staircase

of the Project.

20. The Vendee shall directly apply to the electricity and water department for release of electric and water connection and installation of meters after payments of charges and completion of formalities in this regard. All charges for installation and connections of supply lines from the sub-station shall be borne and paid exclusively by the Vendee.
21. The Vendee shall, within 12 months of the completion of the Project, form an RWA for which Vendor shall provide all necessary documents and support as and when asked by the plot owners. Any failure in this context shall not be tantamount to the failure of Vendor. The RWA shall take over the operation, maintenance and administration of the common areas and common services of the Project. In case of any delay beyond stipulated period for formation of RWA, the nominated Maintenance Agency shall automatically extend maintenance services for which Vendee shall have no objection and pay maintenance charges as determined by it from time to time.
22. That the common areas and common services of the Project may be insured by the Maintenance Agency or RWA, against the risks of fire, earthquake, lightning, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Vendee as and when demanded by the Maintenance Agency / RWA, as the case may be. The Vendee shall not do or permit any act to be carried out which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Vendee shall be solely responsible and liable. However, insurance, if any, of any items / things / articles inside the Plot and third-party risk shall be solely at the risk and cost of the Vendee. The Vendor shall not be responsible for any defect or damage caused to the said Plot by any act of providence, insurrection, civil riot, third party, delay in taking possession by the Vendee or occupants of other plots.
23. That the Vendee shall strictly comply with Rules, regulations, conditions and restrictions set forth in the Deed and byelaws as framed by the Vendor from time to time. The Vendee shall not be entitled to exempt their future transferees from liability for their contribution towards maintenance and other charges, which are either as mentioned in this Deed or demanded by the Maintenance Agency from time to time and all such charges, if remain unpaid, shall constitute a charge on the Plot of the Vendee.
24. That upon taking over possession of the said Plot, any construction to be undertaken on the said Plot shall be done by the Vendee in accordance with duly sanctioned building plans under applicable law. Before the commencement of the construction upon the Plot, the Vendee shall submit the copies of the approved

building plan and other permissions with the Vendor / its Maintenance Agency.

25. That the Vendee undertake that the construction works shall not pose any danger and nuisance to the other occupants / allottees of the Project. Further, the Vendee shall not use ground water for construction purposes (use STP treated water at its own arrangement and cost), shall make provision for rainwater harvesting, green plantation and shall install LED lighting with his/her/its plot area/building. The Vendee shall also make adequate arrangements for protection against fire, pollution or health, hazards, noise etc.
26. That the Vendee shall not carry out fragmentation, sub-division, partition of the said Plot in any manner whatsoever, under any circumstances unless so permitted by rules, law laid down by the authorities and such permission has been obtained by the Vendee, failing which the Vendee shall be solely and exclusively liable for all consequences arising there from and keep the Vendor / Maintenance Agency indemnified.
27. The Vendee shall not hinder the road(s) within the Project in any way and shall not park their vehicle(s) on the road(s) to enable smooth flow of traffic.
28. That the Vendee will ensure that the foundation of the building to be constructed on the said Plot by the Vendee shall not protrude outside the plot line in any manner and the Vendee shall not construct any ramp outside the plot boundary for encroachment on road area. The Vendee will make provisions of Parking only inside the boundary of the said plot and no vehicles will be allowed to park on the roads.
29. That any service line such electricity, pole, water, sewer, telephone lines, wifi, wire, PNG pipelines etc. may pass nearby the Plot and the Vendee shall not raise any objection or demand compensation in this regard. The Vendee while carrying out construction on its Plot shall not damage, break, cut, remove, cover any of such service line and shall inform the Vendor / Maintenance Agency for any damage, breakage, leakage, or spillage, as and when occur.
30. That the Vendee may sell / transfers the said Plot and/or any built-up floor/units constructed thereupon to any third Party, the Vendee shall be under an obligation get the said Plot and/or such built-up floor/unit constructed thereupon mutated in favour of the new transferee / third Party in the records of the Vendor. Upon such sale / transfer, the new owner shall be governed by and be obligated towards all the terms, conditions, and obligations of this Deed. The transfer fees for Plot transfer and built-up floor/unit transfer shall be payable, if any, as per the policy of the Vendor. Upon such sale / transfer, the new owner(s) of the said Plot (or built-up area constructed thereupon) shall be governed by and be obligated towards all the

terms, conditions and obligations of this Deed.

31. That the name of the Project, i.e., Kadamba Kunjh, shall not be changed under any circumstances by the Vendee. The Vendee agrees to use the word ***“Kadamba Kunjh”*** in all references for the address of the Plot.
32. That the Vendee for seeking permission for construction of building and/or built-up floors at its own and shall make payment of charges as may be demanded by competent government authority and in case any NOC is required from adjoining plot owners then the Vendee shall seek the same at his/her/its own risk and cost. The transferee / new owner shall be jointly and severally liable with the Vendee for all unpaid assessments of their share of the common expenses.
33. All costs of stamp duty, registration fee and other miscellaneous / incidental expenses including documentation charges and legal fees and charges for execution and registration of the Deed shall be borne and paid by the Vendee. If any other charges become payable under law or demanded by any authority concerned, then the same shall be paid and borne by the Vendee only.
34. That the Vendee hereby agrees that they shall abide by the terms and conditions of this Deed and applicable laws and should there be any contravention or non-compliance of the provision of this Deed, the Vendee shall be solely liable for the same. If any loss is caused due to any acts of the Vendee to the Vendor / its nominee, the Vendee undertakes to keep the Vendor, their officers, employees indemnified and harmless against all such losses and against all the consequences of breach by the Vendee of any of the terms and conditions of this Deed or any law for the time being in force at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses etc. The Vendee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commissions and omissions on their part, representatives and / or any other person claiming under / through him.
35. The Vendee agrees that Vendor shall not be liable for any loss, damage, or inconvenience caused to the Vendee due to any event or circumstance beyond the reasonable control of the Vendor, occurring after the execution of this Deed. Such events shall include, but are not limited to, acts of God, natural calamities, floods, earthquakes, fire, war, acts of terrorism, civil unrest, pandemics, government actions or restrictions, or any other force majeure events. The Vendor shall not be responsible for any consequences arising from such events, and the Vendee shall have no claim against the Vendor in respect thereof.
36. Any references in this Deed to anyone gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires.



**“SCHEDULE-A”**

**DESCRIPTION OF THE SAID PLOT**