

BRIEF PARTICULARS OF SALE DEED

1. Type of Property : Residential Group Housing
2. Ward No./Pargana :
3. Mohalla/Village : Radhapuram Extension, Distt- Mathura
4. Description of Property/Flat : Flat No.-----, ----- Floor
() Situated in the
Residential Group Housing Complex at
"**HERITAGE GREENS**", at Group Housing Plot No. GH-04, Plot No. GH-04, Radha Puram Extension, Mathura, Vrindavan Road, Mathura,U.P., hereinafter referred to as said property/Apartment.
5. Total Super Area (Aprox) : -----Sq.Ft. _____sq mtr.
6. Covered Area : ----- Sq.Mtr.
7. Sale Consideration : **Rs.-----/-**
8. Stamp Duty Paid on : **Rs.-----/-**
9. Construction : (Super "A" Class)
10. Govt. Circle Rate : **Rs. _____/-**

SALE DEED FOR RS.-----

STAMP DUTY PAID RS.-----

SALE DEED

THIS SALE DEED is executed at Mathura/Vrindavan on this ----- day of -----**2018**

BETWEEN

M/s Radha Tower Skippers Pvt. Ltd., having its office at 130, Beripura , Delhi Road , Meerut, U.P., through its Authorised Signatory **Mr. Devanshu Gupta** duly authorised vide board meeting resolution held on _____, hereinafter referred to as the "VENDOR" which expression shall, unless it be repugnant to the context or meaning there to means and includes its successors-in-interest and assigns, of the "ONE PART".

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AND

Sh----- R/o -----
-----, (which expression shall, unless, it be repugnant to the context or meaning thereto means and includes their respective legal representatives, legal heirs and assigns, of the "OTHER PART".

WHEREAS

- A. The Vendor is the lawful owner and in possession of residential Group Housing Plot No. GH-04, Plot No. GH-04, admeasuring 3272.54 sqm., Radha Puram Extension, Mathura, Vrindavan Road, Mathura, U.P., acquired the same through registered Freehold Deed dated 10.10.2018 executed by Mathura Vrindavan Development Authority, which was duly registered as Doc. No. 13881, Book No. 1, Vol. No. 14352, on pages 227-242, in the office of Sub-Registrar-I, Mathura. The Vendor has submitted a plan of group housing colony before Mathura-Vrindavan Development Authority.
- B. After getting the building plan approved from Mathura Vrindavan Development Authority the Vendor has developed a Group Housing Project comprising of Tower----- having residential apartments/commercial spaces along with other common areas and facilities limited common areas and facilities.
- C. The Vendor has completed the entire construction and offered for allotment and sale of the apartments in the said Tower. The Vendor had agreed to allot to the Vendee and Vendee has agreed to purchase an apartment bearing No.-----, on ---- **Floor**, having Super Area ----- SqFt. Covered Area----- Sq.Ft. in the said Tower along with undivided and impartible proportionate share in the common areas and facilities of building including all easmentary rights attached thereto along with right of use of Parking Space in limited common areas and facilities within the said complex for and agreed consideration and in accordance with the terms and conditions as contained therein.
- D. The Vendee having paid the total consideration to the Vendor is entitled to get the sale deed executed and registered in his/her/their names in respect of the apartment and this sale deed is being executed and registered as under :-

NOW THEREFORE THIS DEEDS OF SALE WITNESSETH AS UNDER:-

- 1. That in consideration of Rs.-----/-(Rupees ----- Only) is already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledge and admits and in consideration of the undertaking of the vendee to pay such further amount as he/she/they may be at any time hereto become liable to pay in terms of this sale deed and as also subject to all those terms & conditions contained in the allotment as referred hereinabove which may or may not have been specifically incorporated therein the Vendor doth hereby grant convey transfer, assure and assign unto the Vendee the said Apartment as more fully described in **Schedule A**, given hereunder and for greater clarity delineated on the plan attached hereto together with the undivided and impartible proportionate share in the land underneath the building and the undivided proportionate share in common areas & facilities of the building and along with all rights and easements whatsoever necessary for the enjoyment of the said apartment. The payment made by Vendee is through Cheque/ Rtg

2. That the said Apartment hereby sold conveyed and assured under this Deed is free from all sorts of encumbrances or charges (except those created on request of the Vendor to obtain housing loan / construction loan) transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same.

That the vacant and peaceful possession of the said Apartment hereby sold has been delivered by the "Vendor" to the Vendee only after physical inspection of the allotted apartment with the entire satisfaction and confirmation about the quality of construction built up area and super area, facilities and amenities designs and hereby agree not to raise any dispute on such account thereafter either individually or by jointly as member in the society/association or otherwise in any capacity.

That upon taking over possession of the said apartment the Vendee shall have no complaint or claim against the Vendor as to any item of work, quality of work, material, area/size of Apartment or on any other ground whatsoever.

3. That in case the Vendee has availed of a loan facility from his employer or financing bodies to facilities the purchase of the said Apartment then in that case(a). The terms of the financing agency shall exclusively be binding and applicable upon the Vendee Only (b). The Vendee shall alone be responsible for repayment of dues of the financial institution/agency along with interest/penalty accrued thereon or any default in repayment thereof.
4. Except for the said Apartment conveyed herein along with all common easementary rights attached therewith including undivided right of use of all common areas and facilities of ingress egress over common areas within the Complex/Project which may be within or outside the foot print of the Building all rights and interest in all un-allotted/unsold areas in the Buildings/Complex, open spaces, roofs/terraces of Building, parking spaces in limited common areas and facilities and commercial spaces in independent areas (except those which are specifically allotted) shall continue to vest in the Vendor. All land, except the general commonly used areas, facilities and amenities, public road within the siad complex earmarked for common use falling outside the land underneath the said Building in which said flat of the Vendee is situated including shops, facilities amenities etc, if provided in the stilts/basements of the said Building/Complex shall vest in the Vendor and the Vendor shall have the sole right and absolute authority to deal with such lands, areas, facilities and amenities in any manner including by way of sale transfer, lease or any other made which the Vendor may deem fit in its sole discretion.

5. The Vendee shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Building and the same shall always remain undivided and impartible and unidentified.
6. The Vendee shall not cover or construct any structure in around above or below or encroach upon the covered/ parking space specifically earmarked for his use it is so understood and made clear that the designated parking space does not have independent legal entity and shall always remain attached to and be integral part of the said Apartment and shall in no case be dealt with in any manner in separation with the said Apartment. Whenever the said Apartment is transferred in any manner the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously.
7. That the Vendee has already paid the sale consideration as stated hereinabove and all other dues, which are payable from the date of application and/or in terms of allotment, referred herein above. However, if any additional charges levies, rates, taxes, demands etc. including service tax, VAT/Works Contract Tax, Metro Cess, development charges for the provision of peripheral and/or external services or for any other reason attributable to the said Apartment/project are levied in future retrospectively or otherwise then they shall be treated as unpaid consideration of said Apartment payable by the Vendee and the Vendor shall have first charge/lien on said Apartment for recovery of the same.

That the Vendee shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax, GST, Metro Cess or any other such taxes charges levies etc. which are imposed levied or charged under any law in force or that may hereafter be enforced in respect of the said apartment after the allotment. so long as said apartment is not separately assessed for the taxes, duties etc. the vendee shall pay proportionate share of such dues demands charges taxes liabilities, if any, in proportion to the super area of the said apartment to the Maintenance Agency (FM Agency) or to the Vendor who on collection of the same from owners of all the apartments in the Complex will deposit the same with the concerned Authority.

8. That the Vendor hereby reconfirm covenant with the Vendee that the interest, which the Vendor hereby profess to transfer is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the said Apartment unto the Vendee in the manner aforesaid free from all encumbrances. The Vendor hereby further covenants that in case at any time hereafter by reason of any act or default or omission or commission on the part of the Vendor, the Vendee suffers any loss vendor will indemnify.

9. That the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project/Complex, rules framed by the Vendor itself the nominated maintenance agency (facilities Management Agency/FM Agency) and all laws, bye-laws, rules and regulations stipulated by Mathura Vrindavan Development Authority and/or the Municipal, Local and other Government or Statutory bodies and shall be responsible for and shall keep the Vendor and owners/occupiers of other apartments in the Building indemnified against all costs, consequences, damages & penalties arising out of any branch or non-compliance of any of them.
10. The Vendee is liable to pay recurring maintenance charges as determined by the Vendor/Maintenance Agency, irrespective whether the Vendee is in occupation of the apartment or not within a period of 7 days of demand. The Vendor/Maintenance Agency reserves the right to enhance Interest Free Maintenance Security (IFMS) deposit and the maintenance amount payable by way of further one time, annual or monthly charge, In case of delay in payment interest @ 18% per annum shall be charged for the period of delay. In case of failure of the Vendee to pay the maintenance bill, other charges on or before the due date the Vendee is permitting the Vendor/Maintenance Agency to deny him/her/them the maintenance services that may include disconnection of water/sewer, power/power backup and debarment from usage of any or all common facilities with the Project. The Vendor may also apart from other remedies open to it restrict or object to the transfer of the said Apartment by the Vendee.
11. That the Vendee has reimbursed/agreed to reimburse to the Vendor such charges as demanded/may be demanded separately for making arrangement for providing sewerage, water and electricity connections etc. to the said Apartment from the peripheral services/connections provided by various authorities to the Complex at a single point. The Vendee has also agreed and undertaken to pay electricity consumption charges to the Vendor or its nominated agency for supply of electricity to the said Apartment from single Point Supply provided to the Complex by UPPCL/PPVNL or any such authority under prepaid system . The supply of the electricity shall be liable to be disconnected if the bills for the same are not paid in the specified time.
12. That the Vendor has provided power backup system to common area/facilities in the Project. The Vendee shall be liable to pay regularly and timely the charges towards electricity by the Vendee through the power supply and proportionate running cost of power backup system over and above the general maintenance charges at such rates taxes, levies, etc., as determined by the Vendor/nominated Facilities Maintenance Agency Under prepaid system failing which supply of electricity through mains or power backup can be discontinued by the nominated facilities Maintenance Agency. All payments to be made by the Vendee against any bills raised by the maintenance agency shall be done through prepaid payment system only unless demanded by the company to

be made by crossed cheque or DD only and any other mode of payment shall not be accepted.

13. That the maintenance of the said flat including all walls and partitions sewers drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Vendee from the date of the possession/deemed possession. Further the Vendee will neither himself do nor permit anything to be done which damages any part of the building, the staircases, shaft, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the local authorities or the Apartment Owners Association/ Resident Association.
14. That the Vendee is not permitted to use the lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties etc. without permission of FM Agency.
15. The Vendor and/or FM Agency and their authorized staff and workmen shall always have the right to enter into and upon the said Apartment or any part thereof at all reasonable hours to set right any defect in the said Apartment or the defects in the apartments above or below or adjoining the said Apartment and for repairing maintaining cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc and the Vendee covenants and agrees to permit them to do so. Any refusal by the Vendee to allow such entry into or upon his Apartment or any part thereof will be deemed to be a violation of this Deed and violation of right of easement and right of usage of common services and facilities of other Apartment owners and the Vendee shall make himself liable for legal actions for said violation.
16. The watch & Ward Security of the Complex shall comprise of general security of the Complex. The responsibility of providing Watch & Ward Security services to the said Complex shall be entrusted to some outsourced Security Agency. The FM Agency and the security agency will be entitled to regulate entry into the Complex. The security agency may not guarantee or ensure full proof safety and security of the said Complex or Vendee residing in the said Complex or their belongings and properties . It is made clear and agreed by the parties herein that neither the Vendor nor the FM Agency shall have any financial/criminal liability for any loss to life and property by reason of any the burglary fire or any other incident of crime/mishap/accident occurring in the said Apartment/Building/Complex or any part of portion thereof due to any laps/failure/shortcoming on part of the staff of the security agency and or the Vendor/FM Agency.
17. The Vendor and the FM Agency shall have no legal liabilities whatsoever arising from acts of commission, negligence and defaults of the aforesaid agencies in providing the stipulated/expected services. The Vendor and /or FM Agency shall not be liable for any

- default/deficiency in Complex Maintenance of the said Complex by reason of any force majeure circumstances, human failures and shortcoming or any other circumstances beyond their control. The Vendor and FM Agency shall also not be liable for any loss, damage, or physical injury which may be caused to the Vendee or his family members, domestic staff, guests or any other persons/visitors on account of any human error or fault on the part of the employees of FM Agency or the employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control.
18. That all the provisions contained herein and the obligations arising hereunder in respect of said apartment/Building/Complex shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and/or subsequent purchasers/ transferees of said apartment. Whenever the right title and interest of the Vendee in the said apartment is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this sale deed and the complex maintenance agreement referred to elsewhere in this sale deed and he/she/they be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the said apartment.
 19. That whenever the title of the said apartment is transferred in any manner whatsoever it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency/FM Agency before affecting the transfer of the said apartment failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency/FM Agency before occupying the said apartment. It is to be noted that in case of transfer NOC from maintenance agency is mandatory.
 20. The Vendee shall not raise any construction temporary or permanent in or upon the said Apartment nor shall make any alteration or addition or sub-divide or amalgamate the said apartment. That the Vendee shall not demolish or cause to be demolished any structure of the said apartment or any portion thereof and shall also not make or cause to be made any structural additions or alterations 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 and any walls of the said apartment including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the apartments above, adjoining and below it.
 21. That the Vendee shall keep the said apartment properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Building or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other apartments. The Vendee shall maintain at his/her/their own costs the said

apartment including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to him/her/them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the building more particularly the flats adjoining and below it. The Vendee shall keep the Vendor, FM Agency and Owners/Occupiers of other flats in the said Building/Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach defaults or non-compliance by the Vendee.

22. That neither the owners/occupants of the said apartment nor owners/occupants of other apartments in the Building will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase/drive way and any other common passage, services and facilities in any manner whatsoever. The common areas e.g. staircase, driveway, passage etc will in no case be used for keeping/ chaining any pets/dogs or any animal/bird.
23. That the Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external facade of the Complex or anywhere on the exterior or on common areas or on roads of the Complex/ Project and shall be entitled to display their own name plate only at the proper place, provided for the said apartment.
24. The Vendee may undertake minor internal alterations in his/her/their apartment only with the prior written approval of the Vendor. The Vendee shall not be allowed to effect any of the following changes/alterations.
 - i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the said apartment or any part of adjacent units. In case damage is caused to an adjacent unit or common area the Vendee will get the same repaired failing which the cost of repair may be deducted from the Vendee's IFMS.
 - ii) Changes that may affect the facade of the said apartment (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.).
 - iii) Making encroachments on the common spaces in the Project.
 - iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the said apartment.

25. That the Vendee shall strictly observe following points to ensure safety, durability and long term maintenance of the Building/Project/ Floors.
- i) No changes in the internal lay-out of the said apartment should be made without consulting a qualified structural consultant and without the written permission from the Vendor.
 - ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
 - iii) All the plumbing problems should be attended by a qualified or experienced plumber in the Building. The plumbing Network inside the said apartment is not to be tampered with or modified in any case.
 - iv) All the external disposal services to be maintained by periodical cleaning .
 - v) The Vendee shall not cover the balcony/terrace of the said apartment by any structure, whether permanent or temporary.
 - vi) No alteration will be allowed in elevation, even of temporary nature.
 - vii) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
 - viii) The Vendee should make sure that all water drains in the said apartment (Whether in balconies, toilets or kitchen) should be periodically cleaned i.e.they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
 - ix) Vendee (if allotted) should use only his allotted parking bay.
 - x) If Vendee rents out the said apartment, he is required to submit all details of the tenants to the Maintenance agency and the liability of police verification of tenants is of the vendee only. The Vendee will be responsible for all acts of omission and commission of his tenant. The complex management can object to renting out the said apartment to persons of objectionable profile.
 - xi) Vendee is not allowed to put the grills in the said apartment as per individual wish, only the design approved by Vendor will be permitted for installation.
26. Even after the execution of deed or agreement, sale deed etc in favour of the Vendee the Vendor shall have the right to make additions, raise additional stories on the building or

put up additional structures as all required provisions have been made in the said complex and they shall be sole property of the Vendor who shall have the absolute right to dispose of the same in any manner he likes without any interference from any Vendee and Vendee hereby expressly consents to the same. The Vendor/nominee shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the existing electric, water, sewage and sewage connections but at the Vendor's own cost. the terrace of the Building except the portion sold including the parapet walls shall always be the property of the Vendor. Agreement with the Vendee in the said Building shall be subject to the aforesaid rights of the Vendor who shall be entitled to use the said terrace including parapet walls for all purpose including the display of advertisement, hoarding, neon sign telecom towers and or sign boards or any other use and the Vendor shall always have the right to access to the roof, parapet walls etc. The Vendee hereby gives consent to the same and agrees that the Vendee shall not be entitled to raise any objection or claim any reduction in the price of apartment acquired by him or any compensation or damages on the ground of inconveniences or any other ground whatsoever. The Vendor alone shall have the right and entitled to get the refund or various securities deposited by the Vendor during or after the construction of the Building with various Government Authorities.

27. That the Vendee may transfer by in any manner, the said apartment after obtaining a No Objection from the Vendor and/ or the maintenance agency as regards clearance/ payment of outstanding maintenance charges and any other charges payable by the Vendee to the Vendor or the Maintenance Agency/ the Residents Association/ Society concerned with maintenance of common areas facilities and services.
28. The complex shall always be known as "**HERITAGE GREENS**" and shall never be changed by the apartment owners/anybody else.
29. All the costs and expenses incidental to the preparation execution and registration of this deed including the payment of stamp duty and registration fee has been borne by the Vendees.
30. That the existing use of the said apartment is residential and the Vendee undertakes to sell the said apartment for residential purpose only. The Vendee shall therefore not use the said apartment conveyed herein for any illegal commercial or immoral purpose or use it so as to cause, annoyance or risk to the Vendor and Owner/occupants of other apartment in the Building/Complex.

SCHEDULE "A"

(Description of the said Flat)

Description of the said Apartment conveyed to the Vendee.

DETAIL OF THE FLAT REFERRED TO ABOVE:

Residential Flat No. _____, having super area of _____ sq. ft. and covered area _____ sq. mtr., on ____ Floor consisting of __ drawing-cum-dining room, __ bed rooms, __ kitchen, __ toilets, __ entrance lobby and balconies, more particularly described in the attached map & site plan, in Multi-Storied Group Housing Complex known as "HERITAGE GREENS", at Group Housing Plot No. GH-04, Plot No. GH-04, admeasuring 3272.54 sqm., Radha Puram Extension, Mathura, Vrindavan Road, Mathura, U.P.

The Boundary of Flat no. _____ as under-

East –

West-

North-

South-

IN WITNESS WHERE OF, the Vendor and Vendees, described hereinabove have signed sealed & executed at the place and on the date, month & Year, first above written.

EXECUTED AND DELEIVERD BY THE WITHIN NAMED

Signature:

Signature:

Name:

Name:

**(Director/ Authorized signatory)
Vendor**

**(Allottee/s)
Vendee**

Witness:

1..

2..

DRAFTED BY: C.K.JHA, ADVOCATE (Ghaziabad) / DHANANJAY KUMARSINGH, DOCUMENT WRITER, 22 Lawyer's Chamber, Tehsil Mathura/Vrindavan, has not seen visited the site & has prepared written the sale deed as fact explained by both the vendor & vendee.