

ARDIA PROJECTS LLP

Flat No. 101, Plot No. 1-IBB-2, Sushant Golf City, Lucknow-226030

www.newdowntown.com

--For Registration Purposes Only--

Sale Consideration: Rs. _____/-

Market Value : Rs. _____/-

Stamp duty paid : Rs. _____/-

Pargana :

DETAILS OF INSTRUMENT IN SHORT

Ward	:	
Mohalla	:	
Details of property	:	
Standard of Measurement	:	
Carpet Area	:	
Super Area	:	
Consideration	:	
Market valuation	:	
Stamp duty	:	
Boundaries	:	East: West: North: South:

No. of persons in First Part (1)
<u>Details of Seller:</u>
....., (CIN:) a company registered under Companies Act 2013 , having its Principal Office _____(PAN :) represented by its Director Mr.(Aadhar No:_____), (D.O.B. _____) (Aadhar No._____) son of Sri _____ permanent and present resident of _____.
No. of persons in Second Part (1)
<u>Detail s of Purchasers :</u>

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(1) (DOB) (Aadhar No.) son of, AND residents of

DRAFT

SALE DEED

THIS SALE DEED MADE on this day ofBETWEEN

1. Parties to this Deed:

_____, (CIN:) a Company registered under Companies Act 2013, having its Principal Office at(PAN :) represented by its Director Mr.(Aadhar No: _____), (D.O.B. _____) (Aadhar No. _____) son of Sri _____ permanent and present resident of _____. _____ (hereinafter referred to as the 'Seller' which expression unless repugnant to the context includes its successors, administrators, and assignees).

AND

Mr. _____ S/o _____ R/o _____ (DOB) (Aadhar No.....) (hereinafter called the 'Purchaser(s)' which expression shall mean and include their heirs, successors, administrators and assigns

2. **DEFINITIONS:-** In this Deed, unless, there is anything contrary or repugnant to the meaning or context:

- 2.1. **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, _____
_____ hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in _____(District), as may be in force and effect during the subsistence of this Deed applicable to the development / construction / sale of the Project.
- 2.2. **"Common Area"** shall mean the common portions as are available and meant for the common use and enjoyment by various Purchaser(s) and occupiers of the unit in the said project.
- 2.3. **"Maintenance Society/Association of Buyer(s)"** shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub section (4) of section 11 of the RERA, 2016.
- 2.4. **"Project Land"** shall mean land admeasuring _____ sq. mtr. And there about lying and situated at _____ on which the Project named " _____ " is being developed and is demarcated and shown in Schedule 1.
- 2.5. **"Unit"** means the specific Office/Shop/Go down as the case may be applied for by the Purchaser(s), intended and/or capable of being independently and exclusively occupied and intended to be used for the purpose specified in this deed and more particularly described in Schedule ____.

The words and expressions used herein but not defined in this deed and defined in the Act(s) i.e. in the Uttar Pradesh Urban Planning and development Act, 1973 or in the Uttar Pradesh Municipalities Act, 1916 or Real Estate (Regulation and Development) Act, 2016 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

3 LAND DESCRIPTION

- 3.1. The Promoter is the absolute owner of land bearing Khasra/Plot No. _____ and _____ situated at village _____ Dist. & Tehsil _____ with a total area admeasuring _____ square mtr. and has a legal and transferrable title along with legally valid title documents duly registered in its name with respect to the said land.
- 3.2. The said Deed/ is duly registered in the office of the Sub – Registrar, _____ at Registration No. _____, Book No. _____, Volume No. _____, Page No. _____ on _____.
- 3.3. Thus, _____ being the owner of the said land and after receiving the requisite approvals, has started development of the multi-storied commercial building complex named as “ _____ ” on the said land. (hereinafter referred to as the 'said Project').

4. WHEREAS

- 4.1. The Said Project has been registered with the Real Estate Regulatory Authority (RERA Authority) on _____ and the Project Registration Certificate No. is _____. This Registration is valid for a period of _____ commencing from _____ and ending with _____, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (www.up-rera.in) of the Authority.
- 4.2. The following approvals and sanctions have been obtained in respect of the Said Project:
- (i) The competent Authority (_____) has granted the commencement certificate to develop the Project vide its approval number _____ dated _____.
 - (ii) The Site Plan of the said Project has been sanctioned by the competent Authority (_____) vide its Letter No. _____ dated _____. A copy of the Site Layout Plan is enclosed herewith and marked as Annexure- I.
 - (iii) Permanent fire NOC for the Project has been accorded by the office of Chief Fire Officer, Nagar Nigam, _____(District) vide no. _____ dated _____.
 - (iv) The Airport Authority of India has also granted NOC for height clearance for the Project vide no. _____ dated _____.
- 4.3. The Purchaser acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser and that the Purchaser has relied on its own judgment and investigation in deciding to book a Unit in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self contained and complete in itself in all respects.
- 4.4. The purchaser approached the seller for purchase of unit in the said project and undivided proportionate right of using Common Area/facilities such as use of common passage, staircase, lift, water and electrical arrangement for a consideration of Rs.....only (in Rs.....) as consideration thereof besides GST etc, which offer was accepted by the seller subject to terms & conditions hereinafter mentioned.
- 4.5. The purchaser has already paid the said consideration amount to the seller

along with GST/Service Tax before the execution of this sale deed as per details given in the schedule of payment.

- 4.6. The Purchaser hereby confirms to the Seller that the Purchaser is signing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the said Unit/ Project and the terms and conditions contained in this Deed and the Purchaser has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Deed.

NOW THIS SALE DEED WITNESSETH AS UNDER :-

1. That the said unit is on the..... - floor of the multistoried building known as " _____ " the carpet area is Sq. Mtr.and the Super Area is.....Sq Mtr, the market value whereof as per rates fixed by the Collector, _____ @ Rs ____/- only per Sq. Mtr. comes to Rs...../- only say Rs/- only. The Said Property is not situated on any segment road.
2. That the seller hereby grant, convey, transfer and assure unto the Purchaser by way of sale all the rights in respect of the Unit as specified in schedule ____ along with the proportionate right including all rights of easement and appurtenances attached thereto; TO HOLD and possess the same unto and use and enjoy the same as absolute owner thereof free from all encumbrances whatsoever in the project for a sale consideration as mentioned above and more specifically delineated in the attached map with this Sale Deed and right of using common area and common facilities as described in Schedule attached herewith [Hereinafter shall referred to as the "**said Unit**"] upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto.
3. That in consideration of a sum of Rs.....(Rupees.....) paid by the Purchaser to the Seller and in compliance of agreement to Sell entered earlier between the parties dated _____ and the Seller do hereby sell, transfer and convey unto in favour of the Purchaser the said Unit along with limited right to use common area and common services (which are more specifically described in this sale deed) in common with other Purchasers and occupiers of the said project/ building. The Purchaser shall not be entitled to claim partition or subdivision of common area and common services.
4. That the purchaser has examined and verified all the original documents of land title and other original relevant papers/documents/ approved maps/letters issued from Lucknow Development Authority, _____ till the date and has received Photostat copies of all said documents etc. and has fully acquainted himself about the title and quality of construction, building plans, rights of the seller/owner, as per documents and all other aspects in respect of the aforesaid building.
5. That if any person claims through the seller any right or privileges in respect of the property mentioned above, it shall be rendered illegal and void by virtue of the present sale deed and if the Purchasers is deprived of the said property or any portion of the property mentioned above or any proprietary right therein by reason of any defect in the title, the seller undertakes to indemnify the Purchasers to the extent of such loss or losses as the case may be.
6. That the common facility area shall neither be claimed for exclusive use nor obstructed by the Purchasers.
7. That the Purchasers shall not make any addition or alteration, however

internal temporary partition may be affected and that too without causing damage to the other parts of the building.

8. That the purchasers shall also not obstruct the common doors/passages; etc.
9. That the common passage, stairs, space and areas shall be used and remain common between and amongst all the owners of the building without any rights to block any part. The four walls and the ceiling of the unit hereby sold shall be kept and maintained by the purchasers intact.
10. That the common walls of the unit hereby sold shall be shared equally by owners of adjoining unit.
11. That the building shall always be known by the name of " _____ " and the said name shall never be changed or modified in any way.
12. That the purchasers hereby undertakes to pay all proportionate local property taxes such as House tax, water tax, swear tax etc. till separate number is allotted by the local body i.e. _____ Nagar Nigam, _____ Jal Sansthan and thereafter shall pay and discharge in time, all such taxes imposed and/are to be imposed by the local authorities and shall also pay and discharge regularly the entire electricity dues to _____ or the Builder/Seller/Promoter or any other authority as the case may be but entire taxes and all types of liabilities of the property in question before the possession of the Unit will be payable by the seller and after the date of registration of this deed shall be liabilities of the purchasers.
13. That upon execution and registration of the sale deed the purchasers shall be entitled to sell, mortgage or assign the unit hereby purchased as absolute owner thereof and seller shall have no objection to it.
14. That the purchasers may put his signage/sign board within the area purchased. However the seller may permit any additional space of its choice for said purpose on the cost being paid by the purchasers as may be agreed between parties at that time.
15. That similarly no A.C. exhaust/outer units etc. shall be placed in the common area except with permission of seller in writing.
16. That the purchaser shall pay the service connection line charges to the seller for obtaining electric supply for the area purchased at such rates as the seller may demand while providing the electrical facility as per the Uttar Pradesh Power Corporation Limited norms in addition to regular consumption charges. If the required consumption charges are not paid then the seller/Builder/Society shall have the right to terminate the supply forthwith. (If applicable to promoter).
17. Common area and Common facilities will be run & managed by the Maintenance society will also do the regular preventive upkeep and maintenance of Common area(s) and service(s) of the building and of open space in the Building.
18. The Purchaser along with other purchaser of various other Units in the building shall be governed by the rules and regulations as described in the maintenance agreement/ purchaser hand book prepared by the Seller/society and the same has been delivered to purchaser, the terms and conditions are read, agreed and accepted by the purchaser.
19. That it is hereby agreed that the purchaser shall be obliged to comply with the rules and regulation as framed by Seller/ society in the manner provided

herein. It is hereby expressly agreed that open space, parking lots - whether in the basement or open or stilt and all common area shall remain in the supervision and control of Seller/ society and the allocation of Parking of the vehicles of the purchaser, their subsequent buyers and tenants shall be done by the seller/society

20. That the Purchaser shall pay the maintenance charges in terms of the Maintenance Agreement to such agency, which will be recurring charges throughout, effective from the date of intimation of possession of unit. The Purchaser shall execute the Maintenance Agreement with the Maintenance society before taking over the possession, which shall form part and parcel of this Sale Deed.
21. In case of default in payment of the aforesaid charges, the Maintenance society or its nominee shall be entitled to discontinue/disconnect the services to the said Unit apart from the right to recover the charges as first charge with minimum interest @ ____ p.a. from the Purchaser and/or from the occupier of the said Unit through the process defined as per law.
22. That the Purchaser shall :
 - a) take No Objection Certificate while selling/leasing out its Unit to the subsequent Purchaser/ lessee. After only getting a NOC from the "seller" and/or the Maintenance society, the "Purchaser" shall proceed for the further sell/leasing of the said Unit.
 - b) while selling/leasing out its Unit, the Purchaser shall apprise the subsequent Purchaser/ lessee about the monthly Maintenance charges to be paid to Maintenance society regularly. It will be a responsibility of the lessor (Unit owner) to provide the copy of sale deed/ lease deed to the Seller/ Maintenance society within a period of 15 days from the date of execution of lease /sale deed.
23. If due to non-payment of maintenance charges some hardship in facilities is faced by the Purchaser, the seller shall not be responsible in any such cases.
24. In case of failure of Purchaser/ lessee to pay maintenance charges, the facilities to the purchaser will be discontinued & the accrued amount of maintenance charges will be the responsibility of the Purchaser/lessee which shall be recoverable from the Purchaser jointly or severally.
25. Nothing contained in this deed shall be construed so as to confer upon the Purchaser any right whatsoever in respect of the said Unit and/ or the said building and/or on the additional FAR on the said land or the building and the rights of the Purchaser shall be limited to the said Unit hereby agreed to be sold. Accordingly, the seller shall have the exclusive authority and right to commercially exploit the additional FAR, subject to the approval of the concerned authorities by making additional construction or otherwise. The open space, common area, display sign board etc. placed by Maintenance association will remain in control and supervision of Seller/ Maintenance association and shall be maintained by Seller/ Maintenance association as the case may be.
26. It is hereby expressly agreed that the seller shall always be entitled to sell all the Units in the said building on the said land for the use as may be permitted by the concerned authorities and/or for any other use that may be permitted by the said Authorities and the Purchaser thereof shall be entitled to use the Unit purchased by them only according to use specified by this deed and similarly the Purchaser shall not object to the use of various Units

of the said building for the purpose earmarked by the Seller.

27. That it is specifically agreed between the parties that any tax/financial liability if imposed by Govt./any statutory authority in respect of subject matter of this sale deed, shall be payable by the purchasers in proportionate ratio.
28. That the Seller hereby agrees and assures the Purchaser to help and assist the Purchaser in the getting the Unit transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Purchaser shall have full right to get the Unit transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.
29. That the Purchaser itself with the stipulation to bind all person into whose hands the said Unit may be given by him/her or may come do hereby covenant with the seller as follows:-
 - 29.1. To maintain the said Unit at its own cost in good and tenantable state of repair and condition from the date of delivery of possession of the said Unit and shall not do or suffer anything to be done in or to the said building or any part thereof in contravention of the rules/regulations/bye-laws or change/alter or make additions in or to the said building and/or to the said Unit or any part thereof.
 - 29.2. That the Purchasers shall not use the part so purchased for any business related with, explosives, petroleum, gambling house, butcher house, lodging house, offensive, obnoxious, immoral or for any illegal purpose or any such business which could cause nuisance including nuisance of noise or objectionable to the neighbors on account of nuisance or breach of peace in this respect all the rules and regulation enforced by the Government shall always be observed by the Purchasers.
 - 29.3. That the purchaser shall neither throw nor allow to accumulate any dirt, rubbish, rag or other refuse in the compound lobby or in any other portion of the building.
 - 29.4. To bear and pay all local taxes, lease money, water charges, insurance and such other levies, if any, which are imposed or increased by the Development Authority/Nagar Nigam, _____and/or Government and/or public authority from time to time imposed on the said Unit from the date of execution of this Deed.
 - 29.5. That the Purchaser shall allow the maintenance society surveyors and maintenance agency or their agents with or without workmen and others at all reasonable times to enter into and upon the said Unit or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also Services, Drains, Pipes, Cables, Water Connections, Electric Connection, Wires, part of structures and other Conveniences belonging to or serving the said Unit of the building in which the said Unit are located and for the purpose of laying down, maintaining repairing and testing Drainage Lines, Water Pipes and Electric Wires etc. and for all bonafide similar and other matters and purposes.
 - 29.6. That the Purchaser hereby agree to sign and execute all papers and documents and do all other things as the seller may require from him to do and execute from time to time for effectively enforcing this deed and/or

for safeguarding the interest of the seller and of all persons acquiring the remaining Units in the said buildings.

29.7. That the Purchaser shall, abide by all the bye-laws/rules/regulations of the Government,Development Authority/Nagar Nigam,..... and other Competent Authorities and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws.

30. **INDEMNIFICATION:** That the Purchaser hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the Purchaser in respect of the said Unit from the date of execution of this Deed.
31. **NUISANCE:** That the Purchaser shall not do or permit to be done or cause to be done any act or thing which may or is likely to cause nuisance or annoyance to users and occupiers of the other Units in the said building.
32. **NOTICE:** That all letters, circulars, receipts and/ or notices issued by seller dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Purchaser given herein above will be sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge the seller in respect of the same.
33. **STAMP DUTY, REGISTRATION, etc.:** That all costs, charges and expenses in connection with preparing, engrossing, stamping and registering this Deeds of Conveyances/Transfers and / or any other documents required to be executed in pursuance of this deed, the stamp and registration charges in respect of such documents transferring the said Unit in favor of the said Purchaser of the Sale Deed in respect of the said Unit, has been borne and paid by the Purchaser separately in addition to the Sale Consideration.
34. **TAXES:** That from the date of possession the Purchaser will be responsible for payment of all type of municipal taxes, house taxes, land and building tax, service tax or any other tax, fees, rates, charges etc. levied by any local authority, State or Central Government. That any incidence of the GST, Service Tax, Local Sales Tax, etc. if any being attracted on this Sale Deed, the same shall be borne and paid by the Purchaser. The Purchaser Shall be solely responsible for all taxes in relation to this transaction of sale under this SALE DEED.
35. **USE:** That to avoid any inconvenience to the other purchasers of the building. Purchaser will not be allowed to use the said Unit other than the specified uses and the Purchaser or any person on his behalf will not carry any obnoxious, noisy, otherwise illegal, immoral activity in the said Unit. At the time of approval of plans of the buildingDevelopment Authority,has specifically approved parking etc.
36. That the entire open space of the building, and any vacant portion of the Land shall always remain in exclusive possession and control of the seller and the seller alone shall be entitled to use or regulate the use of the said open space or vacant portion of the Land or cause any development thereof in such manner as they may decide from time to time at their sole discretion.

37. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

38. **JURISDICTION:** That, the Courts of, at bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

39. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and Deed. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

IN WITNESS WHEREOF WE the above named seller and purchaser have put our respective hands and thumb impressions to these presents on the date, month and year mentioned first above.

SCHEDULE OF PROPERTY

Unit No.onGround Floor building known as "....." constructed over Plot Nos. ____ situate at _____, shown in the plan annexed and bounded as below: -

- East**
- West**
- North**
- South**

SCHEDULE OF PAYMENT

1. Rs...../- by Through Cheque No.dateddrawn on
.....
2. Rs...../- by Through Cheque No.dateddrawn on
.....
3. Rs...../- by Through Cheque No.dateddrawn on
.....

IN WITNESS WHEREOF the parties hereto have set their respective hands hereunder on the day.

Signature of Seller/Promoter

For M/s _____
Authorized Signatory/Director

2. Signature of Purchaser(s)/ Allottee(s)

Witness:

1.

2.

