

E-Stamp Certificate No. IN-
Issued Dated :

BRIEF PARTICULARS OF SALE DEED

- | | | |
|-----|--|--|
| 1. | Nature of Property | :- Residential |
| 2. | V. Code/Page No. | :- |
| 3. | Mohall/Village | :- |
| 4. | Details of Property | :- Residential Apartment No-202 on 02nd Floor , Block/Tower-D-2, 3 B.H.K, in Group Housing Multistoried Building Orion Homes, Plot No-GH-2, Block-H Situated at Jaipuria Sunrise Greens Village Shahpur Bamheta, Pargana Dasana, Tehsil & District Ghaziabad, U.P. |
| 5. | Measurement of Property
Total Area
Carpet Area
Balcony Area
Wall Area
Common Area | :- |
| 6. | Status of Road | :- 24 meter wide |
| 7. | Sale Consideration | :- |
| 8. | Govt. Value | :- No |
| 9. | Stamp Duty Paid | One Car Parking (In Lower Basement |
| 10. | Facility In Building | Area) |
| 11. | Rebate On Floor | |
| 12. | Parking Facility | |
| 13. | Govt. Circle Rate | :- |

SALE DEED FOR Rs.
STAMP DUTY PAID Rs.

(The Stamp duty paid according Rate of Rs. 27,600/- per sq. mtr. floor rebate as per rate list and 4% increase for Car Parking and 6% increase for other facilities (i.e. Power Backup, Securities Guard, Club/Communities Centre, Gym, Lift & Swimming Pool).

The basic of notification 7% stamp duty for men & women order no. I.F.T.R-5-2756/11-2008-500 (1165)/2007 Lucknow on dt. 30.06.2008 by Uttar Pradesh Government institution finance, tax and registration anubhag-5.

PARTICULARS OF VENDOR:-

M/s. Divyansh and Uppal LLP (PAN No.....), a private limited company incorporated under the provisions of the Companies Act, 1956, having its registered office at A – 76, Kanti Nagar, Delhi – 110051. Through its director **Mr. Chanderjeet Pathak (S/o.) Sh. Bhim Sen Sharma** R/o. House No. 30 I R S Society Abhay Khand 2 Indirapuram, Ghaziabad, Uttar Pradesh -201014.duly authorized vide resolution dated-17/10/2023. passed by the Board of Directors)

PARTICULARS OF VENDEE: -

Mr. SIDHARTH SHARMA S/o. Sh NARENDER KUMAR Residing at- A-506, Gali No-01, Natthu Colony, Burari North Delhi-110084. (PAN No-LHKPS0356M)& (Aadhaar No-XXXX XXXX 5077)

DETAILS OF PROPERTY :-

Residential Apartment No-202 on 2nd Floor (Tower-D2), 3 B.H.K, Consisting of One Drawing/Dining Room, Three Bed Rooms, Two Toilets, One Kitchen & Three balconies having **Total Area 1535 sq. ft. (142.61 sq. mtr.)** approx (including walls, columns, balconies & cupboard of the this flat) approximately in Group Housing Building **Orion Homes** Plot No.GH-2, Block-H situated at Jaipuria Sunrise Greens Village Shahpur Bamheta, Pargana Dasana, Tehsil & District Ghaziabad, U.P.-----(**hereinafter called the “SAID APARTMENT”**).

THIS DEED OF SALE is executed at Ghaziabad, U.P. **on this ----- day of October ,2023.** by **M/s. Divyansh and Uppal LLP** a private limited company incorporated under the provisions of the Companies Act, 1956, having its registered office at **A-76, Kanti Nagar, Delhi-110051**, through its Director **Mr. Chanderjeet Pathak, S/o Mr. Bhim Sen Sharma, R/o. House No. 30 I R S Society Abhay Khand 2 Indirapuram, Ghaziabad, Uttar Pradesh -201014.**

(duly authorized vide resolution dated-17-10-2023 passed by the Board of Directors).hereinafter referred to as the **“VENDOR”** (which expression shall unless

the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns).

IN FAVOUR OF

Mr. SIDHARTH SHARMA S/o. Sh NARENDER KUMAR Residing at-A-506, Gali No-01, Natthu Colony, Burari North Delhi-110084.-----hereinafter referred to as the "VENDEE" of the Other Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their legal heirs, executors, administrators, successors and assigns). Hereinafter the Vendor and the Vendee collectively referred as the Parties.

WHEREAS the **M/s. SMV AGENCIES PRIVATE LIMITED** had executed an agreement to sell & Sell deed for the Land Area measuring 17710 sq. mtr. Or 1.771 Hect. pertaining to Khasra Nos. 1461 (Area 0.0740 hect.), 1501 (Area 0.0220 hect.), 1502 (Area 0.1780 hect.), 1503 (Area 0.4680 hect.), 1504 (Area 0.0850 hect.), 1505 (Area 0.0650 hect.), 1506 (Area 0.2520 hect.), 1507 (Area 0.2250 hect.), 1512 (Area 0.2834 hect.) and 1582 (Area 0.1186 hect.) falling in GH Plot No. 2 in H Block in the Township known "Jaipuria Sunrise Greens " situated at village Shahpur Bamheta, Ghaziabad in favour of **M/s. Divyansh Homes Private Limited** which was duly Vide agreement to sell Registered on dt. 31/12/2014 vide Book No. 1, Volume No. 12600, Page No. 01 to 30, Registration No. 10152, with Sub Registrar -I, Ghaziabad, U. P. & Vide Sale Deed Registered on 04/02/2015 Vide Book No. – 1 Vol.No. 12672, Page No 59 to 90 and Registration No. 719 with Sub Registrar - I, Ghaziabad, U. P. And out of above land 3888 sq. mtr. (Area 0.3888 hect.) land on Khasra Nos. 1506 (Area 0.1124 hect.), 1507 (Area 0.1578 hect.) and 1582 (Area 0.1186 hect.) has been sold Vide Sale Deed Registered on 23/07/2018

Vide Book No. – 1 Vol. No. 15728, Page No 01 to 50 and Registration No. 5705 with Sub Registrar - I, Ghaziabad, U. P. to another promoter for Tower D –5. Now the Company holds only 13822 sq. Mtr. (1.3822 hect.) Land for Towers D - 1, D - 2, D – 3, D-4& Community 2& Vendor has constructed a Residential Group Housing building under the name and style known as "ORION HOMES" on the said land as per plans sanctioned by GDA for the Project.

AND WHEREAS M/s SMV Agencies Pvt Ltd Which is a lead party of consortium of its associates companies name various companies inter alia M/s. Jaipuria Advance technologies Pvt. Ltd., M/s Vibhu Drinks Pvt. Ltd., M/s Jaipuria Duro build Pvt Ltd., M/s SMV Realtors Pvt. Ltd., M/s Surya Vaibhav Developers Pvt. Ltd. The nominees/associate companies have joined hands to form a

Consortium under the banner of SMV Agencies Pvt. Ltd as lead party and as such the M/s SMV Agencies Pvt Ltd has entered into Consortium Agreements with its

nominees/associate companies, inter alia for the purpose of development of an Integrated Township, with a view to set up and develop an integrated township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No 2711/Aath-01-05-34 vividh/2003 dated 21.05.2005.

AND WHEREAS License has been granted by the Ghaziabad Development Authority (GDA) to the SMV Agencies Pvt. Ltd. (Lead party of the consortium) to set up and develop an integrated Township/Housing Scheme in Ghaziabad vide No. I.H/Ghaziabad/04 dated 29.05.2006 in accordance with the terms and conditions of the license and any other condition impose by the Ghaziabad Development Authority.

AND WHEREAS detailed project report of the said township Jaipuria Sunrise Greens has been approved by the Ghaziabad Development Authority (GDA). vide letter no 116/mi-anu/06 dated 29.11.2006. The revised layout plan has been approved by the Ghaziabad Development Authority (GDA) vide letter number 580/M. P/2014 dated 04.03.2014. The said Township is divided into various plots for Group Housing and other purpose including Gh-02 in block –H in the Township known as “Jaipuria Sunrise Greens NH-2”, situated at Village Shahpur Bamheta, Ghaziabad (U. P.).

AND WHEREAS total area of GH-02, H-Block is 78947.68 sq.mtr.(19.63 Acres) as earmarked in the layout plan and the building plans of GH-02 have been duly sanctioned by Ghaziabad Development Authority (GDA) vide letter number 17/M.P/2014 dated 29.09.2014.in the name of Lead party M/s SMV Agencies Pvt. Ltd The project/complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for commercial and recreational facilities, club, basements, swimming pool with changing rooms, parking spaces, space for public amenities etc.

AND WHEREAS that the as-built structural Design has been vetted. in the name of SMV Agencies Pvt. Ltd. for the residential project “**Orion Homes**” Tower D1, D2 (2Basement + Ground/Stilt + 23storey)& Tower D3, D4 (2 Basement + Ground/Stilt + 22 storey) including Community Building no.02 / club, hall, gym, and facility located at Plot No. GH-02, NH-24, Vill-Shahpur Bamheta, Ghaziabad, U.P., submitted through our structural consultant M/S Optimum Design Consultants Pvt. Ltd., B-24, Sector-67, Noida, have been vetted for safety against all the combination of gravity, wind, seismic actions, etc., and found in accordance with relevant Indian Standard Codes of Practice prevalent before the year 2016 when the construction of the project started. Vide letter No. EQD/RND/SMV-DIVYANSH/17823, on dated. 17.06.2023.

AND WHEREAS Fire approval has been taken in the name of SMV Agencies Pvt. Ltd. of proposed Group Housing Complex/Shopping Complex have been duly

sanctioned to/by the Ghaziabad Development Authority (GDA). Vide letter no. R-63/JD.FS-14(GHAZIABAD)/228 on Dated: 21.08.2014.

AND WHEREAS Height Clearance has been taken in the name of SMV Agencies Pvt. Ltd. of proposed Group Housing Complex/Shopping Complex have been duly sanctioned to/by the Aviation Angle For Construction of Building. Vide letter no. Air HQ/S 17726/4/ATS (Ty BM - MMLXXVII) on Dated: 05.06.2015.

AND WHEREAS Pollution Control approval has been taken in the name of SMV Agencies Pvt. Ltd. of proposed Group Housing Complex/Shopping Complex have been duly sanctioned to/by the Uttar Pradesh Pollution Control Board. Vide letter no. F95604/C-1/NOC/G-733/2012.

AND WHEREAS EIA clearance has been taken in the name of SMV Agencies Pvt. Ltd. of proposed Group Housing Complex/Shopping Complex have been duly sanctioned to/by the state environment impact assessment authority, Uttar Pradesh. Vide letter no. 2347 PARA/SEAC/61/2010/AD(V) on Dated: 30.09.2011. and letter no. 137/PARYA/SEAC/2895/2015 on Dated: 11.06.2018.

AND WHEREAS lead party had allocated sites/land comprising of specified towers and earmarked land to the various promoters to enable them to carry out construction and development individually and construct/develop the said group housing project. There will be no separate boundary of the proposed project 'Orion Homes'. That the promoters of various allotted sites of Gh-02 will complete the construction of their site independently and M/s Divyansh Homes Pvt Ltd. shall not be held responsible for pending construction of other promoters. That the M/s Divyansh Homes Pvt Ltd. shall also not be held responsible for the delay on the part of the development work to be done by M/s SMV Agencies Pvt. Ltd. required for the completion of the project. The services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at the boundary of the plot GH-02 by SMV Agencies Pvt. Ltd.

AND WHEREAS Allottee(s) has/have seen all the documents of titles and other relevant papers/ documents etc. pertaining to the aforesaid township and has/have fully satisfied himself/herself/themselves about the title and rights of the Company in respect of the said Township. The Company has right to develop and construct the Apartments in the said Township and also has right to allot/sell Apartments of different sizes and dimensions in the said Township.

AND WHEREAS Allottee(s) confirms that he/she/they has/have seen all the documents of titles and other relevant papers/ documents, agreements, arrangements entered into between the Company and SMV Agencies Pvt Ltd. & its nominee/associate companies hereinbefore stated, pertaining to the aforesaid Township and has/have fully satisfied himself/herself/themselves about the title

and rights of the Company in respect of the said project, subject to all laws and undertakings given by the SMV Agencies Pvt Ltd. to the Government/GDA.

AND WHEREAS the Vendor has further clarified to the Vendee that multi-storied residential apartment buildings have been constructed on the developed land of Group Housing project in accordance with the Building Plans/Compounding Plans approved by the Ghaziabad Development Authority (GDA).

AND WHEREAS the Vendor has represented to the Vendee that the said land and Apartments are freehold in nature and they have clear and marketable title in respect of the said Apartment and have full right, power and authority to sell and transfer the said Apartment.

AND WHEREAS the Vendee has seen all documents of titles, all other relevant papers, building plans etc. of Group Housing building "ORION HOMES", and has fully satisfied himself/herself/themselves about the authority, power, right & title of the Vendor and signed the Allotment Letter with the Vendor and in pursuant where to the Vendor has agreed to sell and the Vendee has agreed to purchase the said Residential **Apartment No-202 on 02nd Floor, Tower-D2**, in Group Housing Building **Orion Homes** Plot No.GH-2, Block-H situated at Jaipuria Sunrise Greens Village Shahpur Bamheta, Pargana, Dasana, Tehsil & District Ghaziabad along with impartible and undivided pro-rata, proportionate share in the land of "**ORION HOMES**" project for a total sale consideration of **Rs.46,15,725/- (Rupees Forty Six Lac Fifteen Thousand Seven Hundred Twenty Five Only)** on the terms & conditions appearing hereinafter.

AND WHEREAS the Vendee has taken Housing Loan fromBank.

AND WHEREAS the Vendor has represented to the Vendee that the said Apartment, which is being sold to the Vendee, is free from encumbrances and the Vendor hold good and marketable right to convey, transfer & sell the said Apartment.

AND WHEREAS the Vendee confirms that they have verified the description, physical condition of the building in which the said Apartment is situated, the said Apartment, the size, dimensions of the said Apartment and the rooms etc. therein and other physical characteristic thereof and fully satisfied for the same.

AND WHEREAS the Vendor **M/s Divyansh and Uppal LLP** through their Authorized signatory have authorized **Mr. Rajkumar Saraswat S/o Sh. Nanhe Swaroop Saraswat** R/o.RC-357, Vandana Enclave, Khora Colony Ghaziabad. **severally** to present the Documents/Sale Deeds in respect of Residential Apartments in multi-storied building constructed Group Housing building known as "**ORION HOMES**" situated at Plot No.GH-2, Block-H situated at Jaipuria Sunrise Greens Village

Shahpur Bamheta, Pargana Dasana, Tehsil & District Ghaziabad, UP, vide registered Authentic Power of Attorney **Through Registered Attorney Entered in Book No-6, Vol No-1, Page No-159 to 174, Document No-1, Dated-19/10/2023, office of Sub-Registrar-IV Ghaziabad U.P.**

AND WHEREAS the Vendee has agreed to bear all the expenses for completion of the sale of the said Apartment including cost of stamp duty, registration fee etc. as per applicable law, rules and regulations.

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

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER :-

1. That in consideration of the amount specified hereinabove of the said Apartment which has been paid by the Vendee and received by the Vendor in advance on or before execution of this deed, the Vendor do hereby transfer by way of sale the said Apartment and both the Vendor and the Vendee accepts that aforesaid consideration is for the "Total area" which comprises the carpet area of the flat, Balcony area, Wall area of the flat and proportionate common area such as corridor, passage, entrance lobby, lift lobby & staircase, lobby at ground floor, Lobby at upper basement and lower basement, common area at basement level/service area, ramps to basement, lift machine room, mummy of staircase, water tanks, club area, ESS, etc, Association of apartment owner's room, common toilet, maintenance room, etc. and also including all easement rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights except what have been mentioned above, lies with the Vendor i.e. to carry out further construction in case of any change in the FAR, open spaces, parking spaces (except what has been conveyed herein) or tot-lots, public amenities, commercial spaces and other facilities and amenities will be the sole ownership of the Vendor who will have the full authority and power to use and/or transfer the same in any manner whatsoever and this Sale Deed is executed for the said Apartment of which the Vendor have received all and full consideration of the sale price. The sale price is calculated on the basis of its total area. It is agreed between the parties that car parking space/any parking space, commercials are not part of the common area and facilities of the said Apartment in the Group Housing building known as "ORION HOMES" situated at Jaipuria Sunrise Greens, Village Shahpur Bamheta, Pargana Dasana, Tehsil & District Ghaziabad, (U.P.).
2. That the Vendor has handed over actual physical possession of the said Apartment 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 Apartment from the Vendor.

3. 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.
4. In case the Central Government, State Government or any other Local Authority, Department imposes any tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. upon the said land of Group Housing Projects Known as "**ORION HOMES**" and construction thereupon, in future, retrospectively or prospectively, will be the liability of the Vendee to pay the same in proportion to the total area of the said Apartment and in case any such demand of tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are paid by the Vendor, 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 Apartment.
5. That the Vendee has to execute separate Maintenance Agreement, Electricity supply Agreement & Power backup Agreement with vendor or its nominee.
6. That all taxes such as GST, House Tax, Water Tax, Sewerage Tax, Common Area, Electricity charges or any other Taxes or charges to Ghaziabad Development Authority, Ghaziabad Nagar Nigam, SMV Agencies Pvt Ltd towards electricity charges of Paschimanchal Vidyut Vitran Nigam Limited or any other Competent Authority shall be payable by Vendee from the date hereof or date of possession or deemed dated of possession declared by the Vendor whichever is earlier.
7. That the Vendee or Occupier of the said Apartment shall not put up any name or signboards, neon lights, publicity or any kind of advertisement material, hoarding, hanging of cloths etc. on the external facade of the building or anywhere on the exterior or the common areas or on the roads of the Complex.
8. That the Vendee shall not use the said Apartment, so as to cause any blockage or hindrance or nuisance of any nature whatsoever, to any of the Apartment owners in the Complex, common Passages, terraces or common areas and facilities of the building. The Vendee shall not keep or store any chemical, combustible or hazardous goods in the said Apartment.
9. That the Vendee shall use the said Apartment for residential purposes only. However, if the Vendee use or permit to use of the said Apartment for any purpose contrary to the permissible use, then in that event, the Vendor and/or its

Maintenance Agency/its other Agents and/or the Association of the Apartments Owners shall be entitled to take action in accordance with law.

10. That the Vendee shall keep the said Apartment, the walls and partitions, sewers, drains, pipes and appurtenance thereto in good condition so as to support, shelter and protect the parts of the Buildings even other than the said Apartment 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 Apartment which may tend to cause damage to any flooring or ceiling or any Apartment over, below or adjacent to the said Apartment or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use. The Vendee hereby indemnify(ies) the Vendor 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 Apartment 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 Vendor 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 the Vendee shall not remove any common walls of the said Apartment including the load bearing walls and the partition walls/ structures common between the Vendee and the adjacent Apartment holders. As there are hidden RCC Columns & RCC Shear Wall supporting whole structure, so no change is allowed.
14. That the Vendee shall have no objection and shall not make any claim against the Vendor or its nominees, if any part of the top roof/terrace on/above the top floor of any of the buildings is used by the Vendor or its agents for installation of hoardings, sign boards, antenna, satellite dishes, communications towers & equipment, advertisement purposes.
15. That it has been agreed between the Vendor and the Vendee that save and except in respect of particular Apartment 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, lobbies, stair

case, 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.

16. That the common area, parking space, storage and other space under ground floor/basement and all open space in front of building space and all unsold spaces shall continue to be property of the Vendor and who shall be entitled to use or deal with for any purpose whatsoever. Any Apartment owner or Association of Apartment Owners will not be allowed for any type of encroachment/construction or claim on the above said area of the Complex and including roads & lobbies.
17. The Vendor shall be entitled to obtain the refund of various securities deposited by them during or before construction of the buildings in the Complex with various Government, Local Authorities and Departments for electric, water & sewer connections etc.
18. No parking of Car/Vehicle is allowed inside the Complex except those Vendees, who have reserved the Car Parking Space. Two wheeler, scooter, motor cycle, cycle or any vehicle will be parked within same parking space allotted to the Vendee, no other place will be provided/allowed for the same. The Vendor also reserves its right to allot the un-allotted parking spaces in future after handing over the maintenance of the Complex to the Residents Welfare Association of Owners/Allottees of the Apartments. Any Welfare Association of Residents or of the Owners/Occupiers of the Apartment etc. shall not have any right over the un-allotted parking spaces.
19. The Vendee agrees that he/she/they will have to allow sweepers/maintenance staff etc. to enter in his/her/their Apartment/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in the said Apartment or any other Apartment.
20. The Vendee agrees that he/she/they will bear the cost & expenses for repairing any damages in the toilets/bathrooms/any other part of the other Apartment caused due to his negligence or willful act. The Vendee will be liable & responsible for any damage to any equipment in the Complex i.e. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their negligence malfunctioning or willful act.
21. The Maintenance, Upkeep, repairs, security etc of the building including common lawns of the building /complex will be organized by the Vendor or its nominee. The Vendee has already signed the maintenance agreement the Vendee shall pay maintenance charges that will be fixed from time to time and GST or any other tax if imposed by the Govt./ Local body or any competent authority. Any delay in

payment will make the Vendee liable for interest @ 12 % per annum. Non-payment of any of the charges within the time specified shall also dis-entitle the Vendee to the enjoyment of common services including Club, Banquet Hall, GYM, Lifts, water supply and recharge of electric/Power backup etc.

22. In case Association of Apartment Owners take over the maintenance of the Buildings/Complex where the said Apartment is situated then in such case the following will be handed over to the new maintenance body/Association of Apartment Owners: -
 - a. All existing lifts, corridors, passages, parks, underground & overhead water tanks, fire fighting equipment with motors and motor room belongs to Complex only.
 - b. Electric supply distribution system belongs to the Complex with all liabilities & responsibilities.
 - c. Security Gates & lift's machine rooms at terrace.
23. The Vendee shall not be permitted for closing of verandah, lounges, balconies, common corridors, keeping flower pots/any other thing creating hindrance, even if particular floor/floors are occupied by the same party.
24. The Vendee shall not be permitted to make any alterations in any elevations and outside colour scheme of exposed walls of verandah, lounges or any external walls or both faces of external doors and windows of the said Apartment acquired by him/her/them, which in the opinion of the Vendor/its Agents differs from the colour scheme of Complex.
25. That the Vendor covenants with the Vendee that they shall peacefully hold and enjoy the said Apartment without any interruption by the Vendor or by any person claiming under the Vendor. The Vendee shall have the right to sell or rent the said Apartment subject to the prior NOC from all existing Maintenance Agencies.
26. That the Vendor has presently taken multi point electric connection for the "**ORION HOMES**" from PVVNL through **M/s. SMV AGENCIES PRIVATE LIMITED** (Being licensee of integrated township), which will be distributed, to all the Apartment's Buyers including the Vendee through separate meters as per prepaid system. All expenses regarding electric meter and meter Security & all other incidental charges, if any, will be paid by the Vendee.
27. The Vendee agrees to this that in case of further sale/change in ownership of his/her/their Apartment a prior NOC in writing from all existing maintenance

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

28. The contents of the said Apartment along with the connected structural part of the building shall be insured by the Vendee at his/her/their own cost. The Vendee will pay all charges towards insurance either by him individually or through society/ association collectively if so formed.
29. That the Vendee agrees and confirms that all the obligations arising under this Sale Deed in respect of the said Apartment/Building/ land/Complex shall equally be applicable and enforceable against the Vendee, Occupier and subsequent purchasers of the said Apartment as the said obligations go with the said Apartment for all intents and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the performance in this regards.
30. That the declaration as provided in the section 12 of U.P. Apartment Act 2010 has been submitted by the SMV Agencies Pvt. Ltd. (Being Licensee of Integrated Township) in the office of the competent authority in respect of the building **ORION HOMES**.
31. 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 Vendor for any liability and/or penalty in that behalf.
32. That all recital of this Sale Deed along with the annexure hereto shall form a part and parcel of this instrument of sale and shall 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.
33. That all external services like sewer, electricity, water and other necessary infrastructure of the Project has been completed by the Vendor and the same has been connected to the common township services of the Project developed by **M/S. SMV AGENCIES PRIVATE LIMITED**.

34. That the Vendee shall be responsible and liable to pay township maintenance charges at applicable rates of the Project from time to time to the **M/S. SMV AGENCIES PRIVATE LIMITED** (Being original licensee of integrated township).
35. 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 Apartment for the stamp duty. 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 Apartment conveyed by this Deed shall be paid by the Vendee exclusively and the Vendor shall not be liable & responsible to pay the same.
36. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

VENDOR
WITNESSES:-

VENDEE

1.

2.

Note: -

1.The said Apartment written in this Sale Deed is also shown in the map.

**IN WITNESS WHEREOF THE VENDOR AND THE VENDEE HAVE SIGNED AND
EXECUTED THEIR PRESENCE ON THE DATE MENTIONED ABOVE.**

VENDOR

VENDEE

**DRAFTED BY :- Shobhit Sharma, (Advocate) Chamber No. 34 Tehsil
Compound, Ghaziabad. Mob. No-9911586466.**