

SALE DEED / DEED OF FAMILY UNIT

RERA NO. _____

JDA APPROVAL NO.- MAP20190407120924257

Sale Deed Valued at Rs. _____

(In words) Rs. _____

Between

VENDOR-FIRST PARTY: -

MSD INFRABUILD PRIVATE LIMITED,

Registered Office: 37/C SILVER PLAZA, JEEVANSHAH, JHANSI

Pin Code: 284003 and Corporate Office at

37/C SILVER PLAZA, JEEVANSHAH, JHANSI

Pin Code: 284003

PAN: AAGCS0166A

Director: **Mr. Chandra Shekhar Agarwal**, Age 42 years,

S/o of Mr. MUNNA LAL MODI,

R/o 117, KAILASH RESIDENCY, JHANSI,

Tehsil and District Jhansi (Uttar Pradesh)

PAN: AGCPA7160P

ADHAAR NO.- 643550085424

And

HOUSE PURCHASER:-

Aged about _____ years

S/o., W/o., D/o. _____

R/o _____

PAN: _____

ADHAR NO. _____

DESCRIPTION OF PROPERTY:**Family Unit****Built-up Area** : _____ **Square feet****House Type** : **SIMPLEX****Block No.** : _____of **"RS RESIDENCY AFFORDABLE HOUSING"**Situating at Raksa, Jhansi-Shivpuri highway,
Jhansi – 284001, Uttar Pradesh at Village :RAKSA, P.H. No. _____, R.I. Circle-
Jhansi-1, _____

Ward No. _____, Jhansi, Tehsil and

District Jhansi Within the limits of Municipal
Corporation, Jhansi (U.P.) constructed overthe land described in the Schedule A, The
said Family Unit is shown in the mapannexed herewith and forming part of this
Deed of said **"RS RESIDENCY AFFORDABLE****HOUSING"** Buildings, Condominium The

Subject Property is surrounded on the:-

NORTH BY : _____**SOUTH BY** : _____**EAST BY** : _____**WEST BY** : _____**Sale Deed Valued at Rs.** _____**Rupees** _____ **only**Which the Vendors have received from the above named Purchaser/s
vide

Payment Details

S. No.	Date	Particulars	Bank	Amount (Rs.)
1				
2				
3				
		Total		

THIS SALE DEED is executed at Jhansi (U.P.) on this day _____ by the above said VENDORS which expression shall, wherever it occurs in this deed and unless repugnant to the subject or context, mean and include not only the person named herein above as such, but also their heirs, executors administrators, successors in interest and assigns) of the FIRST PART; in favor Of _____ Aged about ___ **years, S/o. / W/o. / D/o.** _____, resident of _____

_____,
(Hereinafter referred to as PURCHASER/SECOND PARTY which expression shall, wherever it occurs in this deed and unless repugnant to the subject or context mean and include not only the person named herein as such, but also his / her heirs, executors administrators, successors in interest and assigns) of the SECOND PART;

WITNESSETH:-

By a private limited company registration dated 14-10-2010 the company **MSD INFRABUILD PVT LTD** was formed consisting of Director namely **Mr. Chandra Shekhar Agarwal**. In pursuance to the aforesaid Registration **MSD INFRABUILD PVT LTD** became entitled to develop the **RS RESIDENCY AFFORDABLE HOUSING** complex on the land described in Schedule A and is also entitled to sell, transfer and enjoy the constructed space built thereon in such manner and for such consideration as it deems fit and proper.

In the circumstances as mentioned above, the above said **MSD INFRABUILD PVT LTD** being seized and possessed of the said properties has developed a housing complex namely **RS RESIDENCY AFFORDABLE HOUSING** on the part of aforesaid lands

for the clarity of Title i.e. **MSD INFRABUILD PVT LTD** shall execute the sale Deeds of **RS RESIDENCY AFFORDABLE HOUSING**.

THAT, the name of _____
is existing in number of records including record of rights, as such to have a proper flow of records of title of property and for giving a clear understanding of records that _____
have joined this present.

AND WHEREAS, BY and under the agreement to sell, executed by and between the Vendors named herein above and the Purchaser (s) herein, it was witnessed that the Vendors shall sell and the Purchaser (s) shall purchase FAMILY UNIT as mentioned here in before of "**RS RESIDENCY AFFORDABLE HOUSING**" Buildings, Condominium, Jhansi (U.P.) and which has been referred to as the SAID PROPERTY in the said agreement to sell.

AND WHEREAS the House Purchaser has complied with the terms of the agreement and paid to the Vendors the amount payable under the aforesaid agreement, namely a sum as mentioned herein above duly paid by the House Purchaser to the Vendors being the entire sale consideration the receipt of which, the Vendors do hereby admit and acknowledge, the Vendors, do hereby sell, convey, grant, transfer and assign to the House Purchaser free from all encumbrances, ALL THAT FAMILY UNIT as mentioned herein above of said "**RS RESIDENCY AFFORDABLE HOUSING**" Buildings, condominium together with all the proprietary rights, title, interest, estates, property and easements whatsoever of the Vendors in, to or upon the said unit and every part thereof, and also together with the fixtures, fittings, appurtenances, benefits, privileges and advantages belonging to or reputed to belong thereto to have and to hold the said unit hereby conveyed and transferred to and to the use of the Purchaser his / her / their / its heirs, successor / in-interest representatives and assigns absolutely.

The Family Unit hereby conveyed also include the rights to an undivided share in the piece and parcel of the land described in the Schedule A appended hereto and with all the common areas and facilities set out therein to hold jointly with the Purchasers of all the phases of **RS RESIDENCY AFFORDABLE HOUSING**. The undivided share in Schedule A conveyed to the House Purchaser under this deed is to be calculated on the basis of the plinth area of the said premises in relation to the total plinth area of floor space index of the entire land of **RS RESIDENCY AFFORDABLE HOUSING** condominium Jhansi (including the plinth area of further construction in further phases yet to be put up in future).

The Vendors have already delivered to the Purchaser vacant possession of the said subject Property. The Purchaser shall hence forth hold, possess and enjoy the said **FAMILY UNIT** as absolute and exclusive Purchaser without any let or hindrance from the Vendors or any person (s) on their behalf.

The Vendors hereby assure, declare and covenant with the Purchaser and his / her / their / its heirs and assigns:-

1. That the said subject Property is the absolute and exclusive property of the above named Vendor and the Vendor are therefore entitled to convey and transfer to the Purchaser the full and absolute Title thereto and further that no other person or persons whatsoever have any Right, Title, Interest, or claim of whatsoever nature in or to the said subject Property or any part thereof.
2. That the Vendors will fully indemnify and always keep indemnified the Purchaser and his / her / their / its successor-in-interest in the said subject Property against any losses, monies, costs and expenses that the latter may sustain pay or to be put to by reason of any claim of any kind by any person or persons in derogation of the full, absolute and unencumbered Title of the Purchaser to do the said premises or by reason of any defect of any kind in the Title of the Vendors to the whole or any part of the said premises.
3. That the Vendors hereby agree that they shall at the expenses of Purchaser, sign all further documents and papers and do all such other acts, deeds and things as may necessary for further / or more perfectly assuring the Ownership and possession of the said premises hereby conveyed to the Purchaser by these presents.
4. Purchaser shall not be allowed in the “**RS RESIDENCY AFFORDABLE HOUSING**” **Buildings**, Condominium, **Raksa**, Jhansi (C.G.) to open meat shop, liquor shop, Arms shop, explosive shop and workshop which vibrates the building complex and the above condition shall applied to every future transfer of the said subject Property.
5. The Vendors have full rights in parking space, which can be allotted by them to any person at their absolute discretion.

IT IS AGREED BETWEEN the Vendors and Purchaser that the property hereby conveyed is subject to the liability of Purchaser and his / her / their / its heirs,

executors, administrators, successors-in-interest and assigns fulfilling and discharging the following obligations namely, that the Purchaser shall :-

1. Not put forth any independent or exclusive claims, Right or Title over the Lands on which the said premises is constructed and it is hereby specifically agreed and declared that the lands shown in the site plan annexed hereto including the land over which the building are under construction or have been constructed shall be held jointly by the Purchasers of the respective **FAMILY UNIT** etc. and amenities and facilities such as drainage, light, water and the open places shall be enjoyed by all the Purchasers in the same manner as have been approved and sanctioned by the Municipal Authorities and shown in the site plan annexed hereto and the same shall be impartible.
2. Has / Have satisfied himself / herself / themselves of the Titles of the property of the Vendors and shall not here after raise any question, claims or demands in respect thereof or claims any compensation or damages on account thereof.
3. The Purchaser has agreed to the formation of the Association of **FAMILY UNIT** Purchasers to be governed by the Bye-Laws of the Association known as Bye-Laws of **"RS RESIDENCY AFFORDABLE HOUSING" Buildings, Condominium, Raksa, Jhansi (U.P.) annexed in the Declaration dated _____ in prescribed form No. "____"** registered in the office of the Sub Registrar, Jhansi at **Sl. No. _____** and or any statutory re-enactment or modification thereof for the time being in force or any other Bye-Laws or Rules framed by the Association from time to time. However, the Vendors will not be obliged to join the Association of the **FAMILY UNIT** in respect of unsold portion of the saleable constructed space in the complex.
4. **MSD INFRABUILD PVT LTD** has taken necessary initiative for formation of Association / Body or Society as may be possible under the prevailing law for management and maintenance and for providing various services to the House-Purchasers in **RS RESIDENCY AFFORDABLE HOUSING**. It is hereby clarified that only the aforesaid Association formed with initiative of **MSD INFRABUILD PVT LTD** can employ security guards, housekeeping, site managers and other professionals as may be required for the smooth services to the House Purchasers. Only the aforesaid association will have the power to collect maintenance / service charges and to take control and handover the management of the complex **RS RESIDENCY AFFORDABLE HOUSING**. Any other association or body formed by any of the

hose-Purchasers on their own will not have any kind of authority in the complex nor will be entitled to interfere or engage itself in the affairs of maintenance and management of the complex **RS RESIDENCY AFFORDABLE HOUSING**.

5. Maintain the common facilities and services like roads, drainage, water supply, electricity and other properties of common enjoyment and the land upon which the said condominium is constructed shall vest jointly in the Purchasers of the various **FAMILY UNIT** and shall be maintained managed and administered collectively by the said Purchasers of the various **FAMILY UNIT** by the Association that may be formed by the Purchasers. The Vendors shall in no manner be liable/accountable or responsible for the management, administration, maintenance or up keep of the aforesaid building or the common facilities etc. or for any other account whatsoever.
6. The Purchaser shall always allow the Vendors and / or the Association or **FAMILY UNIT** Purchasers of "**RS RESIDENCY AFFORDABLE HOUSING**" **Buildings**, Condominium, **Raksa**, Jhansi (U.P.) to enter upon the said premises for carrying out any repairs or for the maintenance of common facilities like sanitation, electrical installation etc. passing through the said premises.
7. Pay to the Association his / her / their share of the amount towards Membership Fee and such other charges for the management and administration of the common services and insurance premium that may be leviable on the entire premises. The House Purchaser (s) alone shall be liable and responsible for payment of all levies, assessed or payable to the Municipal Authority or other state or central or any other concerned body or authority in respect of the said premises from the date of the Registration of the Sale Deed.
8. Carry on all internal repairs of the said premises and maintain it in good condition, state order and repairs, and shall not do or suffer to be done anything in or upon the above said building complex of the said premises which may be against the rules and bye laws of Municipal Corporation of Jhansi or the Association / society of Purchasers of the other HOUSE Purchasers in the above said building.

9. Have absolutely no objection of whatsoever nature in regard to the construction of upper floors and will actively co-operate and extend help in the said regard. The inconvenience (s) that may be caused during such construction and all the ancillary works pertaining to the same such as gathering of men and materials, putting up scaffolding, laying of wires, pipes, drains spilling of cement or construction material etc. shall not be objected.
10. Not to be allowed to transfer, convey or alienate the said premises without clearing of all dues or taxes and payment to association and / or builder and shall obtain a No Dues Certificate from the Association and / or builder.
11. Be entitled to raise or put up or construct partition walls of light weight materials such as ply board / gypsum only in the said premises, provided the Purchaser obtains the previous written permission of the Association or builder of the above named building complex.
12. Not to make any encroachment or place any obstacles or store any goods or display any boards or sign boards or park any vehicles scooters or cycles in the common area, roads and passages or otherwise disturb the areas, roads, passage and facilities, but keep them free for use by all the Purchasers or occupants of Houses in the said building complex. The Purchaser (s) shall see to it that their personnel or employee / agent / representatives etc. do not park their vehicles scooters or cycles in the common areas, roads and passage of the above named building complex and keep them free for use by all persons.
13. Not be entitled to change the elevation, to put or fix boards, hoardings, advertisement boards above the height of the roof ceiling or below the floor level of the said premises.
14. Not be entitled to demolish or cause to be demolished any part of the said building or the said building, or any part thereof nor make any addition or alterations in the said premises.
15. The Purchaser shall not be entitled to claim any rights in the seller (unless purchased) nor in the terrace of any floor of the said building complex. The Vendors shall have unfettered and unrestricted right to make sub division of **FAMILY UNIT** in the building complex at any time to transfer and sale

different portions of such **FAMILY UNIT** etc. in the said building complex to different transferees, the Purchaser shall have no right to challenge such division of the FAMILY UNITS etc, in the said building complex.

16. Has / Have taken the physical possession of the said **FAMILY UNIT** after getting the same inspected by himself / herself and found that the construction of the premises and the design and plans of the complex under reference is satisfactory and according to sanctioned plan of Municipal Corporation of Jhansi and has inspected all the necessary documents permits and other details thereof.
17. The Purchaser shall not use the said premises for any purpose other than the purpose for which it is allowed by the Municipal and other authorities nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the other Purchasers and occupiers of the said multi-storied building nor for any illegal or immoral purposes. The Purchaser shall keep the said **FAMILY UNIT** always insured against all risks, including the risk of fire, riots, earthquake, civil disturbance or commotion, floods; tempests etc at his/her own cost. The Purchaser shall use the premises for lawful purpose only and shall not do or cause to be done or suffer to be done any act deed or thing whereby the Vendors rights, title or interest in the said land is jeopardized or otherwise adversely affected or whereby the Vendors are exposed to the liability by way of additional or extra insurance premium or any hostile claim suit or proceeding or other action and Purchaser agrees and undertakes to indemnify and keep indemnified the Vendors in this regard
18. The Purchaser shall at no time demand the seller that his/her interest in the said property is impartible.
19. It is agreed, understood and declared that the Vendors shall not be liable for any loss, damage or costs in the event of any injury, loss or damage being caused to the Purchaser or his/her employees, servants, agents, customers, visitors in any manner whatsoever.
20. That, **General Driveways** and roadways leading from the Main Road up to the different Blocks in **RS RESIDENCY AFFORDABLE HOUSING** which is also giving access to Phase II or future Phases of **RS RESIDENCY AFFORDABLE HOUSING**. The right of the same is duly reserved by **MSD INFRABUILD PVT LTD**

for future use i.e for the Blocks to be developed in Phase II or future Phases and for their future residents / occupants.

21. That the land adjacent to Phase I also belongs to the vendor no. 1 and the same will be developed by them jointly or by **MSD INFRABUILD PVT LTD**. The firm **MSD INFRABUILD PVT LTD** shall also retain the right in common infrastructure and equipment's such as Transformers, Sewage system etc. which are meant to provide infrastructural facilities to **RS RESIDENCY AFFORDABLE HOUSING** for their common use and it will be within the right of the company **RS RESIDENCY AFFORDABLE HOUSING** to use those infrastructural facilities for Phase II or future Phases also and the house-Purchasers of Phase ___ i.e Block Nos. _____ shall not be entitled to raise any objection.
22. **That the** Ownership Rights of the said driveways will always remain within the control of **RS RESIDENCY AFFORDABLE HOUSING**, which shall be entitled to use the same for Phase II or future phases. Once all the phases of **RS RESIDENCY AFFORDABLE HOUSING** is completed and there is no further construction possible, the said driveway may be handed over to the maintenance body / association of the house-Purchasers consisting of all the phases of **RS RESIDENCY AFFORDABLE HOUSING**.
23. That any dispute arisen between the vendors and purchasers regarding the superstructure of the residential family units, common areas and facilities and other fittings and fixtures over the said Family unit, the same shall be liability and responsibility of the Vendor No. 3.

[Common Rules]

1. The Purchaser shall not:

- a) **Affix any or install any antenna for professional use on the ultimate roof of the house or any open terrace that may be part of any house or in the windows / balconies / verandahs thereof.**
- b) Carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the House / Utility Room, excepting between 9:00 am to 06:00 pm and while carrying on such work to ensure that no annoyance or disturbance is caused to the resident of the surrounding area in which the House is situated.

- c) Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and /or any other fixtures or fittings serving any of the House/Utility Room.
- d) Claim any right of pre-emption or otherwise regarding any of the other House / Utility Room or any portion of the Tower and/or the Residential Complex.
- e) Do or cause to be done anything which may cause any damage to or affect the common area, or any portion thereof in manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other House-Purchasers.
- f) Do or permit to be done any act, deed or thing which is likely to cause nuisance or annoyance or hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Residential Complex or **RS RESIDENCY AFFORDABLE HOUSING** or cause disharmony amongst them.
- g) Do or permit any act, deed, matter or thing to be done which may render void or make void any insurance in respect of the House/Utility Room or cause the premium for the insurance to be increased.
- h) Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the House or the Common Portions which may be injurious or obnoxious to the other Purchasers/occupiers of the complex.
- i) Make any internal addition, alteration and/or modification in of about the House/Utility Room save in accordance with the then existing Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Firm nor alter the outer elevation of the House, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever, nor affix or change the design or the place of the grills, the windows or the main door of the House/Utility Room.
- j) Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside the House save at the places provided therefore provided that the House Purchaser may display a small and decent name-plate outside the main door of the House/Flat.

- k) Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in the Common Portions save at the places earmarked therefore nor place or cause to be placed any article in the Common Portions. A Purchaser shall not place or cause to be placed any article or personal things such as waste bin etc. and facilities of a similar nature both common and restricted, such areas shall be used for no other purpose than for normal transit through them.
- l) Use or permit to be used any of the facilities and/or utilities in the Residential Complex in case the House Purchaser or the Purchaser of any Utility Room breaches any of the conditions mentioned herein till such time the breach.
- m) Use the Allotted Parking Space, for any purpose other than for parking of middle/standard size light motor vehicles or two wheelers or to partition the same in any manner or bring any Car/Two wheeler, inside the Complex if he/she does not own a parking space for the same.
- n) Restrict the full and unrestricted enjoyment of the Easements described in granted by the PURCHASERS to any other Purchaser/occupier of the Tower.

2. The Purchaser shall:

- a) Maintain the Residential Complex for the purposes, with the intent and object for which the same is constructed.
- b) Assist the Firm or the Facility Management Company, as the case may be, to form the Association of Purchasers and strictly abide by all the Rules and Regulations of the Association so formed.
- c) Co-operate and assist in all manner with the Facility Management Company in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, tube wells, other installations and/or amenities in the Residential Complex or the Service Area and indemnify and keep the Firm as also the Facility Management Company saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Firm and/or the Facility Management Company may

suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the concerned Purchaser.

- d) Maintain, at their own costs, their respective House/Utility Room in the same good, condition, state and order in which the same will be delivered to them, normal wear and tear accepted.
- e) Pay charges for electricity only relating to the House/Utility Room and proportionately relating to the Common Areas, Utilities and Facilities.
- f) Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the House/Utility Room and after installation by Uttar Pradesh Power Corporation Ltd timely pay all charges and/or deposits to ensure that none of the other Purchasers or the Facility Management Company is hindered in any manner for any none or untimely payment.
- g) Pay the proportionate rates, charges and fees of the concerned authority till such time the House/ Utility Room is not mutated and separately assessed by the authorities and thereafter timely pay all rates and taxes of the concerned authorities to ensure that none of the other Purchasers or the Facility Management Company is hindered in any manner for any none or untimely payment.
- h) Pay such further Deposits as be required by the Firm from time to time.
- i) Pay, within 7 (seven) days of being called upon to do so, the proportionate Common Expenses as also all other outgoings related to the House/Utility Room, the Tower and the Residential Complex including proportionate expenses relating to the replacement of any equipment.
- j) Keep the House/Utility Room and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner.
- k) Maintain and be responsible for the structural stability of the House/Utility Room and not to do any act, matter or thing which may affect the structural stability of the House.

- l) Use the House/Utility Room, the Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- m) To sign such forms, give such authorities and render such co-operation as may be required by the Firm.
- n) Pay, wholly in respect of the House/Utility Room and proportionately in respect of the Residential Complex, all costs, charges and expenses as may arise due to any reason whatever provided that the Purchaser shall have the right to claim reimbursement if the same be occasioned due to default by any other person.
- o) Allow the Firm, with or without workmen, upon prior reasonable notice to enter into the House/ Utility Room.
- p) Ensure that the entirety of the Residential Complex is maintained in a decent manner.
- q) Pay, and hereby undertakes to pay such damages on demand as ascertained by the Firm for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand.
- r) Pay and hereby undertakes to pay interest at the rate of 2% per month sum in the event the concerned Purchaser fails or neglects to pay the damages for the breach of any covenant from the due date of demand till the date of payment and hereby further undertakes that in the event the said damages and the interest thereon is not paid within 60 (sixty) days from the date of demand, the concerned Purchaser shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the Utilities & Facilities in the Society including, but not restricted to, the water supply, electricity and hereby authorizes the Firm to discontinue any or all the Facilities & Utilities.
- s) Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

Schedule-A

FAMILY UNIT No. _____ with built up area _____ Square feet of Block No. 2 of "RS RESIDENCY AFFORDABLE HOUSING", Condominium, Raksa, Jhansi (U.P.) constructed over the land bearing KH. nos. as mentioned in schedule A1 situated at Raksa, Jhansi-Shivpuri Highway, Jhansi at Village : _____, P.H. No. _____, R.I. Circle- _____ Ward No. _____, Jhansi, Tehsil and District Jhansi (U.P.) within the limits of Municipal Corporation, Jhansi (U.P.)

NORTH BY : _____
SOUTH BY : _____
EAST BY : _____
WEST BY : _____

SCHEDULE A1

Plot No. 237 to 258, 251 ME to 258 ME, 439, 440 admeasuring total plot area 26710.78 sq. mt.(6.6 acers)

IN WITNESSES, THE VENDORS AND THE HOUSE PURCHASER (s) have set their hands on this sale deed of House and signed their names on the _____and at **Jhansi** first above written.

WITNESSES

VENDORS

1.....

.....
MSD INFRABUILD PVT LTD

2.....

DRAFTED BY:

.....

HOUSE PURCHASER

(Advocate)