

### SALE DEED FLAT

1. Type of Property: Residential Flat No ..... (Multi Story Apartment)
2. Ward Tehsil & Distt. Mathura
3. Situated at Khasra Nos. 1186 Mi, 1196 and 1194, Sunrakh Bangar, Tehsil & District Mathura, Uttar Pradesh
4. Super Carpet Area: Sq. Mtr.
5. Road Situation (As per Annexure): S.R.V.G.H. Complex Road.
6. Consideration Rs.: /-
7. Government Value: /-
8. Stamp Paid for Rs: /- e-stamp attach this document
9. Rate : /- per Sq. mtr. Page No. Serial No. , but Flat situated at 15th FLOOR so 80% of Circle Rate /- per sq. meter
- 10- Sub Registrar 1<sup>st</sup> Mathura.

This Deed of Sale is made and executed on this       day of       ,       by and between:-

#### Details of Vendor/Seller :-1

Arihant Infratech, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 9 Civil Line, Mathura, Uttar Pradesh, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “Vendor” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

#### Details of Vendee/Purchaser:-2

#### **WHEREAS:**

- a. The Vendor is the absolute owner and in peaceful possession and enjoyment of land having khasra No. 1186 Mi, 1196 and 1194 situated at Sunrakh Bangar, Tehsil & District Mathura, Uttar Pradesh Teh. & Distt. Mathura.
- b. That the vendor has developed multi-story project under the name & style **Krishna Galaxy** after obtaining all the requisite sanctions, approvals, permissions etc.
- c. The Vendee(s) has/have applied for and agreed to purchase from the vendor a residential Flat on the terms and conditions contained in the booking form and Allotment Letter. The Vendor has agreed to sell to the Vendee(s) the residential Flat bearing No ..... situated on Khasra Nos. 1186 Mi, 1196 and 1194, Sunrakh Bangar, Tehsil & District Mathura, Uttar Pradesh admeasuring Super Area ..... **Sq. mtr** in the said Project (hereinafter referred to as the “said Unit”) along with proportionate undivided interest in the common areas and facilities in the building and in the land underneath the building.
- d. The Vendee(s) after having satisfied herself with the aforesaid facts and having inspected the relevant record relating to title of the said Land and various approvals, has/have agreed to purchase the said Unit for the consideration and terms stipulated in this Sale Deed and on the specific assurance that the Vendor is fully competent to sell the said Unit in the said Project.
- e. The Vendor and the Vendee(s) pursuant to the aforesaid are desirous of executing this Sale Deed of the said Unit in favor of the Vendee(s).

#### **NOW THEREFORE THIS SALE / SALE DEED WITNESSETH AS FOLLOWS:**

##### **1. Consideration & Property Description**

- a. That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of Rs ..... ) paid by the Vendee(s) to the Vendor by-

before registry the receipt whereof the Vendor do hereby admit and acknowledge. The Vendor do hereby sell, transfer, convey, assure and assign unto the Vendee(s), the said Unit in the said Project named "Krishna Galaxy" situated at Khasra Nos. 1186 Mi, 1196 and 1194, Sunrakh Bangar, Tehsil & District Mathura, Uttar Pradesh along with proportionate, undivided, impartibly share only in the land underneath the building in which said Unit is located, together with proportionate rights in the common areas and facilities including all ways, paths, passages, easements and appurtenances whatsoever to the said Unit to Have, Hold and Enjoy the same unto the Vendee(s), absolutely and forever.

- b. The Vendor hereby confirms and acknowledges the receipt of the total sale consideration in respect of the said Unit, paid by the Vendee(s) to the Vendor and that there is nothing due from the Vendee(s) towards the Sale consideration in respect of the said Unit and the Vendor do hereby acquits, releases and discharges the Vendee(s) in respect of the same.
- c. That the super area of the said Unit includes covered area of the said unit plus proportionate area under the corridors, passages, staircase, electric sub-station, projections, architectural features, lift wells, lift rooms, mumty, circulation areas, refuge areas, overhead and underground tanks, boundary walls and area under the recreation and other facilities etc. The Built-up of the said Unit includes end's carpet area, areas under internal circulation, internal and external walls, areas under balconies, shafts, cupboards.
- d. That the parking space, if allotted, shall not be treated as an independent entity nor can the same be alienated independently of the said Unit as the Vendee(s) have been given only exclusive right of use of the same.
- e. That vacant and physical possession of the said Unit has been handed over by the Vendor to the Vendee(s) herein at the time of execution of this Deed of Sale, and the Vendee(s) acknowledges having taken over the possession of the same to the Vendee(s)s complete satisfaction and the Vendee(s) agree/s that the Vendee(s) shall have no claim whatsoever against the Vendor with regard to any defects or deficiency in construction, quality of materials used or on account of an delays etc.

## **2. Common Areas**

- a. That all the common areas and facilities shall remain under the control of the Vendor who will be responsible to maintain and upkeep the said spaces. sites etc. until the same are transferred /assigned to any other body or association for maintenance.
- b. Save & except in respect of the said limit hereby agreed to be sold to the Vendee(s), the Vendee(s) shall have no claim, right, title or interest of any nature on any common area, such as lobbies, staircase, lifts, corridors, terraces and roof. etc. which shall remain the property of the Vendor whose responsibility will be to maintain and upkeep the said spaces site, either on its own or through a maintenance agency at the cost and expenses of the Vendee(s) until such time the same or any part thereof is specifically transferred in any manner to any other agency, association etc.

## **3. Levis, Taxes & Liabilities**

- a. That at present the fire safety measures in the common areas of the said building Project have been provided where ever required as per the existing fire safety code regulations and charges there for are included in the sale consideration of the said Unit. If, however, due to any subsequent legislation(s), Government Regulations. Orders or/ and Directives etc.. the Vendor is required to undertake / install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand by the Vendee(s) to the Vendor, proportionate to the area of the said Unit.
- b. That the Vendee(s) shall be liable to pay property tax and all rates, taxes, charges, assessments, levies and cess etc. by whatever name called, assessed or imposed by municipal or other authorities whether levied retrospectively, now or in future in respect of the said unit irrespective of the fact that the Vendee(s) has/have not been enjoying the benefit of the said unit. Till the said Unit is individually assessed to property tax or any other charges including cess etc. as aforesaid by the authorities, the vendee(s) shall be liable to pay to the Vendor on demand, such taxes charges cess etc. whether levied now or in future on the land; buildings of the said Scheme, proportionate to the area of the said Unit.
- c. That all costs of stamp duty, registration fee and other miscellaneous incidental expenses on the execution and registration of this Sale Deed has been borne and paid by the Vendee(s). Any deficiency in the stamp duty as may be determined by' the Sub-Registrar Concerned Authorities along with consequent penalties and/or

deficiencies as may be levied in respect of the said unit conveyed by this Deed shall be borne by the Vendee(s) exclusively and the Vendor shall not be responsible for the same in any manner, whatsoever.

- d. That the Vendee is fully satisfied as to the quality of construction and dimensions, specifications, area and location of the said Unit.
- e. The Vendee(s) shall not involve the Vendor, by his conduct or otherwise, directly or indirectly in any type of litigation with any other party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Vendor and it will be treated as dues recoverable against the said Unit.

#### **4. Vendor's Rights & Duties**

- a. That the Vendor will indemnify and keep indemnified the Vendee(s) from and against all demands, claims, losses that may be suffered by the Vendee(s) arising on account of any defect in the title of the Vendor to the said Unit.
- b. That except for the said Unit herein agreed to be sold and the necessary easmentary rights pertaining thereto, all the residuary rights in the building and the said Project shall continue to vest in the Vendor till such time as the same are not allotted, sold or otherwise transferred to any particular Association of Owners in the Scheme/ Complex as recognized by the vendor or handed over to any Municipal or Government Authorities or the Association of Apartment Owners constituted under the relevant law and recognized by the Vendor, as may be required.
- c. That the Vendor hereby assures the Vendee(s) that they have absolute title with all rights, full powers and absolute authorities to grant, convey, transfer, assign and assure the said unit hereby conveyed, transferred, assigned and assured unto the Vendee(s) absolutely and that the said Unit is free from all encumbrances, charges. etc.
- d. That the Vendee(s) has/have satisfied with regard to the above and shall not make any further requisition or objection whatsoever.

#### **5. Vendee(s)'s Rights & Duties**

- a. That the Vendee(s) agrees to abide by all Laws, Bye-laws, Rules and Regulations applicable to or as may be applicable from time to time, governing or relating to the said unit, building, complex and project and shall be responsible / liable for all defaults, violations or breaches thereof.
- b. That the Vendee(s) shall not use the said Unit or permit/ allow the same to be used for purpose other than residential, or for any purpose which may or is/are likely to cause nuisance or annoyance to the occupiers of other Unit or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any FLOOR or ceiling of any FLOOR below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use.
- c. The Vendee undertakes to proportionately pay the prescribed city development charges and/ or any other charges as may be imposed demanded by the concerned authorities Vendor Government Agencies etc. for city level special infrastructure project. Further the 'vendee(s) undertakes to be bound by the terms and conditions as laid down/revised by' the Government of Uttar Pradesh, from time to time, in respect of its Policy' relating to development of Integrated Township as made applicable to the said Project even with retrospective effect and shall abide by imposition/payment of any kind of tax/levy/ octroi /charges/cess etc. that may be imposed or demanded directly in respect thereof, by the concerned Central State Government or through its agency instrumentality with respect to the said Project and or any construction therein being part of the said Project.
- d. that the Vendee(s) shall keep the said Unit in good repair at all times and shall not make any additions alterations in the said Unit without permission from the Vendor and, or concerned authorities nor shall demolish any walls including load bearing walls or cause damage to or nuisance in the said Unit or the said Scheme complex in any manner as may affect the safety of the structure of the buildings or of any installations. The Vendee(s) shall be liable for any losses, damages as may be caused on account of breaches.
- e. That the Vendee(s) shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hoardings, hanging of clothes. etc. in the common areas as well as outer façade of the Building and shall not change the color of the outer walls or painting of exterior side of the doors and windows etc. or carry out any change in the exterior elevation of design with a view to maintain uniform aesthetics.
- f. That all roof right of the top FLOOR shall exclusively vest with the Vendor who has unfettered right to enter upon the terrace through its Agents for purposes of maintenance, repairs, replacements etc. of the Building,

structure and various installation & common facilities thereon. However the entire area of the terrace shall be open to all the owners / occupants of other Unit in the building only in cases of emergencies like fire etc. and shall be further subject to provisions of the local laws.

- g. That the Vendor shall if permitted by law, be exclusively entitled to give on lease or hire any part of the top roof/terraces above the top FLOOR, (excluding exclusive terraces allotted, if any, specifically by' the Vendor in the said Project) for installation and operation of antenna, satellite dishes, communication towers. etc.
- h. That the Vendee(s) shall be entitled to get the said Unit transferred and mutated in its own name as owner in the revenue records or of any other concerned Authorities on the basis of this Sale Deed or its true copy without an\ further act or consent of the Vendor.
- i. That if the Vendees transfer/s the said Unit to a third party then the Vendee(s) shall have to obtain "No dues" & "NOC" from the Vendor and that such subsequent transferee shall be bound by the terms and conditions of this Sale Deed.
- j. That the Vendee(s) undertake/s to follow, observe and perform all the internal GUIDE LINES as may be made applicable by the Vendor or the Maintenance Agency or the Association from time to time.
- k. That all terms and conditions of the Buyer's Agreement in respect of the said Unit shall be deemed to have been incorporated in this Deed save and except those of the therein and conditions of the Buyers Agreement which are at variance with the terms and conditions contained in this Deed in which case same terms and conditions contained herein shall prevail.
- l. That the Vendee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or waste material, anywhere save and except at areas places specifically earmarked for the purposes in the said Project.
- m. That the vendee(s) shall not store in the said Unit any goods which may be combustible/ hazardous to health and obnoxious in nature.
- n. In case. the said Unit is not used and occupied by the Vendee(s) then he/she/they shall ensure that all obligations/liabilities and responsibilities devolving upon him/has/them it under this deed are complied with by the occupier and the same are made equally binding on the occupier of the whole or any part of the said Unit in the same way as they are binding on the Vendee(s) and these conditions shall form part and parcel of the terms and 'conditions of the agreement with the occupier. Even in case the Vendee(s) fails to impose these conditions on the occupier and, or occupier fails to adhere to such conditions, the Vendee(s) shall be liable for such violations. However, the Vendor/ Maintenance Agency reserve its rights to seek remedial measures against both Vendee(s)/ occupier of the said unit jointly & severally, as the case may be.
- o. If any provision of existing or future law is made applicable on the said Project and any additional provisioning like that of pollution control devices, effluent treatment plant or any other thing under the law of pollution control or any other provision and any other law order is required to be made, then the cost of such additional provisioning shall be proportionately shared by the unit Vendee and paid. as and when demanded by the Vendor Company, within specified time.
- p. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the said Unit, it is made clear that it is on the covered area of the said unit to which the Vendee(s) shall have the exclusive right and the inclusion of the common areas in the computation does not confer any exclusive title thereon to the Vendee(s).
- q. That the Vendee(s) shall have no specific right in the said land under the building excepting to the undivided/unidentified rights in land proportionate to the super area of' the said unit herein.
- r. That the Vendee(s) agree/s that in case further construction on any portion of the said land or building or on the terrace becomes permissible, the Vendor shall have the exclusive right to take up or complete such further construction as belonging to the Vendor notwithstanding the designation and allotment of any Common Areas as Limited Common Areas or otherwise. It is agreed that in such a situation or with a view to complying with the provisions of the local laws, the proportionate share of the Vendee(s) in the Common Areas and Facilities, the Limited Common Areas and Facilities and in the land underneath the building shall stand varied accordingly, without any claims from the Vendee(s). The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey (s) with the existing such facilities/ installations.

- s. The Vendee(s) shall not involve the Vendor, by his conduct or otherwise, directly or indirectly in any type of litigation with any their party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Vendor, and it will be treated as dues recoverable against the said Unit.

**6. Maintenance**

- a. That the Vendor and/or its nominee, Maintenance Agency / Society shall look after the maintenance and upkeep of the common areas and facilities in the Project and the Vendee(s) hereby agree/s to pay maintenance charges, interest free maintenance security, contribution towards sinking/ replacement fund as may be demanded by the Vendor or the Maintenance Agency. The Vendor or the Maintenance Agency / society shall be entitled to withdraw itself from maintenance activities on notice to Unit owners in the said Project and to hand over the same to any authorities or a body Association of the Unit Owners as recognized by the Vendors in terms of the local laws, as may be applicable.
- b. That the Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the Vendor and/ or the Maintenance Agency/society, if not already executed, with regard to terms and conditions of maintenance of the said Project and shall be bound by the rules & regulations of the Maintenance Agency/ Society. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Project, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the Maintenance Agency / society, for non belated payments thereof.
- c. That the Vendee(s) shall permit the representatives of the Vendor and or of the Maintenance Agency /society from time to time and at all reasonable times to enter into upon the said Unit in order to inspect the same and to carry out necessary repairs replacements etc
- d. In addition to the Vendor's and the Maintenance Agency / society rights of unrestricted usage of all common areas and facilities and parking spaces for providing necessary maintenance services, the Vendee(s) agree/s to permit the Vendor or Maintenance Agency / society to enter into the said Unit or any part thereof after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Unit or the defects in any other Unit above or below the said Unit. Any refusal of the Vendee(s) to give such right to entry will be deemed to be a violation of the terms & conditions of this Sale Deed as well as the Maintenance Agreement and the Vendor shall be entitled to take such actions as it may deem fit.
- e. That the Vendee(s) before transferring his Interest in the said Unit shall obtain "No Dues Certificates" from the Maintenance Agency / society. The transferees of the Vendee(s)'s interest in the said Unit shall always be bound by the provisions of the Maintenance Agreement executed by the Vendee(s).
- f. That to safeguard the interest of the owners, occupants of Units in the said Project, the entry of outsiders to the building complex/said Project may be regulated by the Maintenance Agency by engaging certain security personnel. The provision of such security services would not create any liability of any kind upon the Vendor/ Maintenance Agency for any thefts, mishap resulting at the hands of any miscreants.
- g. That vendee and all other flat owners under the said project are duty bound jointly or severally to get insured the purchased property & for the same requisite premium amount shall be paid by the Vendee and other flat owners as and when required to be paid periodically in future. In case of default of this clause Vendee and other flat owner shall be personally responsible for the loss and payment of dues with interest.
- h. That whenever the title of the said Unit is transferred in any manner whatsoever, the transferor and transferee shall within 30 days of transfer give notice of such transfer in writing to the concerned Authorities, the Vendor and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the said Unit failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Unit.
- i. In the event of death of the Vendee(s) the person on whom the rights of deceased devolve shall, within 30 days of devolution give notice of such devolution to the Authorities, Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency. Authorities and/or any other Government Agency.
- j. The transferee or the person, on whom the title devolves as the case may be, shall supply to the Authorities, Vendor and the Maintenance Agency certified copies of document(s) evidencing such transfer or devolution.

**7. OTHERS**

- a. That if any of the provisions of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable law and the remaining provisions others Sale Deed shall remain valid and enforceable in accordance the their terms.
- b. That at any time, with respect to the building and/or the Project in which the said unit is located, the Vendor being owner of the building, Project and being Grantor, may submit the said property to provisions of concerned Act, rules and regulations there under. The Vendee(s) expressly agree/s and assure/s the Vendor that the uniform computed value of the said apartment, as may be specified by the Vendor at their sole discretion in accordance with the Act, rules and regulations therefore only shall he conclusive and binding on the Vendee(s) and shall not vary and or fluctuate any point of time in future due to any subsequent sale transaction, taxation or otherwise.
- c. That the said Project shall always be known as “Krishna Galaxy” and the said name shall never be changed by Vendee(s) and or jointly by the Vendee(s) and owners of the other Units in the said Project or any Residents Welfare Association as recognized by the Vendor that may be formed at any subsequent time.
- d. That in case there are joint Vendee(s), all communications shall be sent by the Vendor to the Vendee(s) whose name appears first and the communications sent to the Vendee(s) on the given address shall for all purpose be considered as served on all the Vendee(s) and no separate communication shall be necessary’ to the other named Vendee(s). That for the purpose of the communications with the Vendee(s) relating to said Unit, the address of the Vendee(s) stands amended in the records of the Vendor and the nominated Maintenance Agency from the date of execution of this Sale Deed and all Communications henceforth shall be sent on changed address of the Vendee(s) as per this Deed. If the Vendee(s) fail/s to receive any such communications, it shall be responsibility of the Vendee(s) to get into touch with the Vendor Maintenance Agency regarding such communication.
- e. That failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision.
- f. That the use of any gender, in this Deed or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of this Deed and the same shall be read and construed accordingly as the context demands.
- g. That all the Annexure and the Schedule of this Deed shall form part and parcel of this Deed.  
All expenses stamp, fees etc. are paid by purchaser.

**The right of Thumb impression and Signatory Document execution by authorised Signatory**

**on behalf of the Company is given rights of Document Presentation and Registration to**

**, through Signatory Power of attorney dated 08/06/2016 which has been Registered in the office of Sub Registrar Mathura book no. 6 Volume Vol. No. ....at page no .....Serial No. ....  
Stamp, Fees etc. are paid by purchaser.**

**SCHEDULE OF PROPERTY**

The Residential said Flat No ..... situated at Khasra Nos. 1186 Mi, 1196 and 1194, Sunrakh Bangar, Tehsil & District Mathura, Uttar Pradesh having total Super area measuring ..... **Sq. mtr Consist** marked in red in the plan enclosed and bounded as under:

**East** :  
**West** :  
**North** :  
**South** :

Date :

Type by :

Draft by :

Witnesses :-

1.