

## **SALE DEED**

This **Sale Deed** is made at Bareilly on this the ... day of ....., 2017

### **BETWEEN**

**1. Monika Agarwal**, wife of Mr. Piyush Kumar Agarwal, adult in age, resident of D-11, Rampur Garden, Bareilly, hereinafter referred to as Seller No.1, which expression unless repugnant to the context or otherwise shall mean and include her legal heirs, successors, attorneys, administrators of her estate and assigns.

### **AND**

**2. Shweta Agarwal**, wife of Mr. Bineet Kumar Agarwal, resident of 35A/7, Civil Lines, Chowki Chauraha, Bareilly, hereinafter referred to as Seller No.2, which expression unless repugnant to the context or otherwise shall mean and include her legal heirs, successors, attorneys, administrators of her estate and assigns.

### **AND**

**3. Amrita Agarwal**, wife of Shri. Ajay Agarwal, resident of 35J/8, Rampur Gardens, Bareilly, hereinafter referred to as Seller No.3, which expression unless repugnant to the context or otherwise shall mean and include her legal heirs, successors, attorneys, administrators of her estate and assigns.

The Seller No.1, Seller No.2 and Seller No.3 collectively referred to As the 'Sellers' who are the parties of the First Part.

### **AND**

....., s/O ....., Resident of ....., hereinafter referred to as **PURCHASER**, which term unless repugnant to the context or otherwise shall mean and include her legal heirs, administrators of her estate, executors, successors and assigns of the Second Part.

AND

M/S Qwality Associates, a partnership firm created under the provisions of Indian Partnership Act, 1930, having its office at C-2, Mega City, Sanjay Nagar, Bareilly, through its partner ....., hereinafter referred to as the **Confirming Party** which term unless repugnant to the context or otherwise shall mean and include its administrators, executors, successors and permitted assigns of the Third Part.

The recitals, schedules and annexure in and to these presents form an integral part thereof, and in the interpretation of these presents and matters relating to this deed, these shall be read and construed in their entirety.

WHEREAS the Sellers are the owners and lawful titleholders and in possession of land parcel in aggregate measuring 24340 Sq. mts of, comprised in Khasra No. 73, 74, 75ka, 84, 76, 77, 82, 75kha, 80, 83 and 459ka in Villages- Kanthari & Dohriya, Tehsil- Bareilly, Bisalpur Road, Bareilly (U.P.), better and more fully described in the Schedule A of property, hereinafter referred to as the '**Larger Property**'.

AND WHEREAS the Confirming Party is engaged in the business of construction and development of real estate projects and has ample experience in doing the same. The Sellers conceived a residential project over their aggregate land holding

comprised in Larger Property and entered in an arrangement in terms of Memorandum of Understanding dated 01.01.2018 with the Confirming Party, authorising it to develop, construct and sell villas in the group housing project namely Mega Villas, comprising of several residential apartments and villas on the aforesaid larger property (hereinafter referred to as the said 'Complex') after having the building plans prepared and sanctioned from Bareilly Development Authority, Bareilly vide its Building Permit No. 130/01/LO/16 dated 13.06.2018.

AND WHEREAS the Purchaser herein had made an application for allotment of an independent house (hereinafter referred to as 'Villa') bearing Villa No... having a plot area admeasuring approximately ..... Sq. mts better described in Schedule of property at the foot of this deed and hereinafter referred to as the Scheduled Property. Subsequently a discrete Agreement to Sell was executed between the parties to this agreement which was registered on ..... as Document No....., Volume-....., Pages No..... to ..... in the office of the Sub Registrar ....., District Bareilly.

Upon the payment of the entire sale consideration of Rs..... by the Purchaser as per the installment of Payments mentioned in the Schedule of Payments in this deed, the possession of the said Scheduled Property has been transferred to the PURCHASER by the Seller on .....

The SELLER, relying on the confirmations, representations and assurances of the PURCHASER to faithfully abide by all the terms, conditions and stipulations contained in Agreement to Sell has accepted in good faith to sell the said Scheduled Property.

AND WHEREAS the PURCHASER has also agreed to bear cost of stamp duty, registration to get the Sale deed of the Scheduled Property in favour of PURCHASER.

AND WHEREAS the SELLER is now desirous of conveying the said Scheduled Property unto the PURCHASER.

And whereas the PURCHASER had agreed to purchase, acquire and possess the same from the SELLER on the basis of certain declaration, statements, assurance, facts, made by the SELLER and any other facts/defect, material/immaterial relating to or connected with the said property which the SELLER is bound to disclose to the PURCHASER and which former is and latter PURCHASER is not aware and which the latter could not with ordinary case, discover. PURCHASER has placed reliance on the truth of all such statements, declarations, assurances etc., made by the SELLER and has agreed to purchase on the following terms and conditions.

**NOW THEREFORE THIS DEED WITNESSETH: -**

1. In accordance with the terms and conditions set out in this Sale Deed, mutually agreed upon by and between the parties, the SELLER hereby agrees to sell, grant, convey, transfer and assign all his rights, titles and interests in the Scheduled Property and the PURCHASER hereby agrees to purchase the said Scheduled Property bearing Villa No ..... admeasuring approximately ..... Sq.Mtr. for a total sale consideration of Rs...../- (**Rupee ..... only**).

2. The purchaser has paid the entire sale consideration of Rs..... To the Seller as per the installment of Payments mentioned in the Schedule of Payments in this deed and the possession of the said Scheduled Property has been transferred to the PURCHASER by the Seller on .....
3. It is agreed between SELLER and the PURCHASER that the sale price of the Scheduled Property had been calculated on the basis of its plot area together with its built up area.
4. The PURCHASER shall also have an undivided proportionate interest in the common areas and facilities within the project area, till such common areas are handed over to concerned local bodies. As the 'interest of PURCHASER in the common areas and facilities is undivided and cannot be separated, this would require it to use the common areas and facilities within the said project area only harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to them. However this clause as far as it relates to undivided proportionate interest shall cease to exist once the facilities (like roads, park, electricity sub-station etc.) are handed over to the concerned authority/ local body, in accordance to the laws as envisaged in the State of Uttar Pradesh.
5. Further it is clearly understood and agreed upon by the PURCHASER that, the right of the PURCHASER to use the common areas and facilities within the said project area only shall always be subject to the timely payment of Operation/Maintenance Charges. However once any common area/facility is handed over to the concerned local body in accordance to the applicable laws of

the State, the proportionate interest in regards to such common area/facility shall stand vested I such local body/authority.

6. That now, the SELLER has been left with no right, title, interest claim or concern of any nature with the said Scheduled Property and the PURCHASER has become the absolute owner of the said commercial with full right to use, sell, enjoy in any manner Whatsoever and transfer the said Scheduled Property as absolute owner without any objection/ hindrances by the SELLER but subject to the terms as detailed out in the present sale deed.
7. That the SELLER assures the PURCHASER that the said Scheduled Property is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, attachment in the decree of any court, lien, court injunction, lease agreement etc.
8. The Purchaser hereby agrees and consented that the open (uncovered) parking spaces (if any) provided by the Seller within the project area will be common in use by all the occupants/visitors and the same will be enjoyed by the occupants/visitors on first come first serve basis. The right to use such car parking area will be common in use on first come first serve basis and the ownership of this parking area will remain with the Seller. It is specifically made clear that the Seller may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved open uncovered parking space. It shall be sole responsibility and risk of the owner of the vehicle to park the car in the open parking space till the time the SELLER does not commence pay and park facility in such parking area.

9. That the PURCHASER shall pay necessary charges for maintaining and up keeping the property and providing the various services as determined by the Confirming Party or its nominated agency and as and when demanded by the Maintenance Agency. In this regard, the PURCHASER has already entered into a Maintenance Agreement with M/S ....., the nominated Maintenance Agency of the Seller and the copy of the same is earmarked as Annexure I to this deed. The PURCHASER shall be responsible for timely payment of maintenance charges, which shall be fixed by the said Maintenance Agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there shall be a contribution to the Replacement/Sinking Fund, and other charges on pro-rata basis in respect of maintenance of project area as is detailed in the Maintenance Agreement. The Maintenance Agency reserve the right to increase the maintenance charges from time to time in keeping with the increase in the cost of maintenance services and the PURCHASER agrees to pay such increases within such time as may be stipulated by the Maintenance Agency.
  
10. The total operation/maintenance charges will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. The estimate of the maintenance agency shall be final and binding on the PURCHASER. The maintenance charges shall be payable by the PURCHASER on quarterly basis to the maintenance agency, from the date of execution of this sale deed and which shall be adjusted against the actual audited expenses as determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The PURCHASER further agrees and confirms that the total maintenance charges payable for the said Scheduled Property are exclusive of all taxes, duties, works contract tax,

surcharge, service tax and education cess, etc. which will be charged extra as per actual.

11. The Confirming Party/its nominated maintenance agency will provide water connection in the building either by way of corporation connection or by other suitable arrangement such as underground borewell etc. If the PURCHASER wants to have individual connection in their respective unit then the no objection shall be taken from the Confirming Party or its nominated maintenance agency. In case where no separate meters are provided or feasible, the PURCHASER agrees to pay to Confirming Party or its nominated maintenance agency his share of such charges as may be apportioned by The Confirming Party or its nominated maintenance agency. The Confirming Party or its nominated maintenance agency while deciding such charges will take into the consideration the total consumption of Electricity or water whatever the case may be consumed by the PURCHASER. The bill for such charges will be raised by the Confirming Party or its nominated maintenance agency on monthly basis and will be payable within 10 days from the demand or in case of delay the same will carry the bank rate interest on the amount payable.

12. That as and when any Plant & Machinery within the said project as the case may be, including but not limited to pumps or any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by the Purchaser on pro-rata basis. The Maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including cost thereof. The Purchaser shall accordingly pay his/her share to the maintenance agency.

13. That any charges demanded by any local body towards property tax or any taxes, levies or betterment charges/any charges till the date of execution of the this deed shall be borne by the Confirming Party and thereafter it shall be paid by the PURCHASER. Such charges shall be payable immediately on demand to the Confirming Party or its nominated agency, and will be levied and demanded on a pro-rata basis till the time assessment of the property tax is not separately made by the concerned local body. The PURCHASER shall pay the proportionate share of the property tax on the basis of the area of the said unit or the annual rental value (notional/actual) as the case may be.
  
14. The Purchaser shall not use the scheduled area for any other purpose and shall not use the same in any manner that may cause nuisance or annoyance to occupants of other Villas/apartment in the said project or to do or suffer anything to be done in or around the said Villa which tends to cause damage to any adjacent Villa or anywhere in the said project or in any manner interfere with the use thereof or of villas, passages, corridors or amenities available for common use. The Purchaser hereby agrees/indemnifies the SELLER & the Confirming Party and always keep indemnified against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material/gas banks etc. for which the Purchaser/occupant shall be solely responsible. The Purchaser shall use the passage and other common services only for designated use and will not create any nuisance or stock any goods or material or cause any obstruction in the same. The Purchaser shall not throw rubbish, rags, junk or other refuse, or permit the same to be thrown, in the common areas or compound of the said project.

15. The Purchaser shall, after taking the physical possession of the villa be solely responsible to maintain the said villa at his/her own cost, in a good condition and shall not do or suffer to be done anything in the said villa, common area, or the compound which may be in violation of any Laws or rules of any Authority or change or alter or make additions to the said residential plot and keep the said villa, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good condition.
16. The Purchaser shall not encroach any area abutting his/her plot by way of constructing tree guards, setting up of gardens, constructing generator plinth or raising any movable/immovable security guard cabins or any other mode of encroachment outside his plot area.
17. Where the villa of the Purchaser is adjoining any park or play field or any other place of common area then the Purchaser shall not construct or raise any direct opening or create any easement into such common area.
18. The project Mega Mansions is subject to the provisions of Real Estate (Regulation & Development) Act, 2016, U.P. Urban Planning & Development act, 1973 and other related laws for the time being in force. The Common areas and facilities and the undivided interest of each villa owner in the common areas and facilities (if any) as specified by the Seller in the declaration which has been/ may be filed by the Seller in compliance of Real Estate (Regulation & Development) Act, 2016 or any other applicable law shall be conclusive and binding upon the villa owners and the Purchaser agrees and confirms that His/her right, title and interest in the said villa shall be limited to and governed

by what is specified by the Seller in the said declaration, which shall be in strict consonance with the agreement to sell dated ..... as mentioned here above.

19. The Seller hereby represent and warrant the Purchaser(s) as under:

- a. That the Seller have absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said Land for the Project;
- b. That the Seller have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- c. That the sale deed is being executed today and the plot is free from all encumbrances.
- d. That there are no litigations relating to title of the land, pending before any Court of law with respect to the said Land or the Project;
- e. That the Seller have the right to execute this sale deed and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;
- f. That the Seller have not entered into any other agreement for sale and/or development agreement or any other agreement /

arrangement with any person or party with respect to the said Land, including the Project and the said residential plot which will, in any manner, affect the rights of Purchasers under this Agreement;

- g. That the Seller confirm that they are not restricted in any manner whatsoever from selling the said villa to the Purchaser.
- h. That the Seller have already handed over lawful, vacant, peaceful, physical possession of the villa to the Purchaser and the common areas within the said project shall be handed over to the Association of the Purchasers/ Society as and when the same is warranted under the law and is validly created ;
- i. That the project land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- j. That the Seller have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k. That no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or

requisition of the said project land) has been received by or served upon the Seller in respect of the said Land and/or the Project.

20. The Purchaser hereby represents and warrants the Seller as under:-

- a. The Purchaser has already taken possession of the said villa and he/she undertakes to comply with and carry out, from time to time all the requirements, requisitions, demands and repairs which are required by any development authority/government or any other competent authority in respect of the Said villa at his own cost and keep the Seller indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
  
- b. The Purchaser shall henceforth comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations by State of U.P. or any other competent authority. He/she shall abide by all laws, rules and regulations of the /local authority /State Govt. / Govt. of India and of the Owners Welfare Association (as and when the Association is formed) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the villa.

21. The terms "herein", "hereto", "hereunder", "hereof" or "thereof" or similar terms used in this Sale deed refer to this entire sale deed and not to the particular

provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this sale deed.

22. Excluding the disputes which can be entertained by the Adjudicating Authority appointed under the provisions of Real Estate (Regulation & Development) Act, 2016 , all other disputes arising out of or touching upon or in relation to the terms of this sale deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled through mutual discussions failing which the same shall be settled through arbitration by a Sole Arbitrator who shall be appointed by the Confirming Party and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Bareilly.
23. Without prejudice to this arbitration clause as here above, the Courts at Bareilly shall have sole and exclusive jurisdiction in all matters of dispute arising out of or touching and/or covering this deed.

## **SCHEDULE A**

### **(Schedule of the Larger Property)**

All that piece and parcel of land comprised in plots of land in aggregate measuring 24340 Sq. mts of, comprised in comprised in Khasra No. 73, 74, 75ka, 84, 76, 77,

82, 75kha, 80, 83 and 459ka in Villages- Kanthari & Dohriya, Tehsil- Bareilly, Bisalpur Road, Bareilly (U.P.). The land is bounded by and on

East:

West:

North:

South:

### **SCHEDULE B**

#### **(Schedule of the Scheduled Property)**

All the rights, titled and interest of the SELLER into and upon SCHEDULED PROPERTY being Villa No..... constructed on a plot of land admeasuring as approximate .....Sq. Mtr. in the said Larger Property. The constructed area includes .... Rooms, ..... ,....., ..... On ground floor having ..... sq. mts of the built up area and .... Rooms, ..... ,....., ..... On first floor having ..... sq. mts of the built up area, thus having gross built up area of ..... Sq. mts. The villa is bounded as

East:

West:

North:

South:

### **SCHEDULE OF PAYMENT**

<u>S.No</u>	<u>Particulars</u>	<u>Rs.</u>
:		
1		
2		
3		
4		
	<b><u>TOTAL</u></b>	

IN WITNESS WHEREOFF the said SELLER acting through their Attorney Mr. .... authorized have set their hands at these present at Delhi on the day, month and year first above written.

**Witnesses:-**

1.

**SELLER No.1**

2.

**SELLER NO.2**

**SELLER NO. 3**

**PURCHASER**

## **ANNEXURE I**

Copy of the Maintenance Agreement dated ....., executed between the Purchaser and the Maintenance Agency.