

CONVEYANCE/SALE DEED

NATURE OF PROPERTY	Residential
CONSIDERATION AMOUNT	Rs._____
CIRCLE RATES	Rs.52,000/- per sq. meter
REBATE OF FLOOR	_____% as per circle rate list
ADD FACILITY	9% (Parking, Gym, Club, Security, Lift, Power Back up Swimming Pool) as per circle rate list
GOVT. VALUE OF FLAT	Rs._____
STAMP DUTY PAID	Rs._____
UNIT/FLAT NO.	_____, on ____Floor 3BHK+2T
SUPER AREA	_____ sq. ft. (_____ sq. mtrs)
CARPET AREA OF FLAT	_____sq. ft. (_____sq. mtrs)
PARKING	
PROJECT NAME	“CLOUD 9, Towers, VAISHALI”
SITUATED AT	PLOT NO. RC-1/2, SECTOR-1,VAISHALI, Tehsil & District, Ghaziabad U.P.

CONVEYANCE/SALE DEED

THIS CONVEYANCE/SALE DEED is made and executed at Ghaziabad on this **13th day of May 2019** by,

M/S AADI BEST CONSORTIUM PVT.LTD., a company duly registered under the provisions of the Companies Act, 1956 , having **PAN No.AAKCA0009N** and having its Site Office at Plot No RC-1/2, Sector -1, Vaishali, Tehsil & District Ghaziabad (U.P),through its Authorised Signatory **MR.SUNIL KUMAR JAIN S/o LATE SH. TARACHAND R/o 292, VAISHALI SECTOR-4, GHAZIABAD, VOTER CARD NO. XPD1071083** duly authorized vide resolution passed by its Board of Directors in its meeting held on _____ (hereinafter referred to as "**FIRST PARTY**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the OF THE ONE PART;

IN FAVOUR OF

Mr. _____ (PAN _____) Aadhaar No _____ S/o Mr. _____ R/o _____

(Hereinafterreferred to as the "**SECOND PARTY**", which expression shall include his/her/its respective heirs, executors, administrators, legal representatives, successors and permitted assigns, as and where applicable) OF THE OTHER PART.

The expressions **FIRST PARTY** and **SECOND PARTY** may hereinafter individually also be referred to as "**Party**" and collectively as "**Parties**".

WHEREAS

- A.** Ghaziabad Development Authority, a body created under provision of the U.P. Urban Planning and Development Act, 1973 (hereinafter referred to as the "**GDA**") advertised and published a tender for allotment of residential-cum- commercial plot in Sector 1, Vaishali, Ghaziabad Uttar Pradesh, admeasuring 25,500 Sq. Mtrs. ("**Original Plot**");
- B.** The **FIRST PARTY** being the successful bidder under the above stated bid, has been allotted the Original Plotby GDA,vide allotment letter bearing No 43/Com-Anu/11 Dated 14.11.2011.

- C. Subsequently at the time of preparation of the site plan for the Original Plot, the actual area of Original Plot was revised to 24,462 Sq. Mtrs. and it was renumbered as plot No. R.C 1/2 Sector 1, Vaishali, Ghaziabad, Uttar Pradesh (“**said Plot**”);
- D. The **FIRST PARTY** has made the payment of relevant premium amount, one-time ground rent and free hold charges in respect of the said Plot of Rs 118298232.00 to the GDA as per the revised area and in terms of the allotment letter and payment scheduled;
- E. In the aforesaid manner, the **FIRST PARTY** has acquired rights, title and interests in said Plot, viz., Plot of Land bearing number RC-1/2, admeasuring 24,462 Sq. Mtrs. situated at Sector -1, Vaishali, Ghaziabad, Uttar Pradesh
- F. The **FIRST PARTY** has got the layout and building plans sanctioned on 30.01.2012 & revised sanction on 22.07.2015 from the GDA for developing a residential cum commercial complex on the said Plot.
- G. In pursuance thereof, the **FIRST PARTY** is engaged in the development of a residential cum commercial complex on the said Plot to be known as “**Cloud 9 Towers Vaishali**”, (hereinafter referred to as the “**Complex**”) comprising of various residential and commercial components. Within the said Complex, the **FIRST PARTY** is developing a residential project in the name of “**Habitat 9**”, *inter alia*, consisting of residential flats/units, common areas, facilities and amenities as mentioned in the approvals and layout plan issued by the concerned authorities (“**Project**”)
- H. The **FIRST PARTY** has registered the Complex under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (“**Rules**”) with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow (“**Authority**”) under registration no. UPRERAPRJ6126.
- I. The **FIRST PARTY** by virtue of the deed is legally entitled and empowered to convey the property in the said Project to any person, on any terms in its absolute discretion and to Conveyance/Sell the same or any part thereof and realize conveyance /sale consideration, to give receipt, to handover possession of the sold flat/units in the Project and to get sale / conveyance deed registered upon completion of development of the Project as per the terms of the sanction letters and approvals from the concerned authorities:

- J.** The **SECOND PARTY** vide application dated _____ had applied for the allotment of a **UNIT/Flat bearing No. _____, on _____ Floor** comprising of **3-BHK+2T in Tower- _____**, within the Project having **Super area** admeasuring **approx. _____ Sq. Ft (_____ Sq. Mtrs. approx.)**, including, right to use one allotted _____ **car parking** space as permissible under the applicable law & right to park (one) two wheeler at the designated space ,specified by the **FIRST PARTY** and of pro rata share in the common areas of the Project (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**said Flat**” more particularly described in **Schedule A** and the floor plan of the flat is annexed hereto and marked as **Schedule B**);
- K.** Thereafter the Parties executed an allotment letter _____ (hereinafter referred to as the “**Allotment Letter**”) pursuant to which the **FIRST PARTY** agreed to allot the said Flat to the **SECOND PARTY** for a total consideration amount of **Rs. _____/- (Rupees _____ Only)** (hereinafter referred to as the “**Total consideration amount**”) and on the terms and condition mentioned therein;
- L.** In terms of the said Allotment letter, on completion of construction and development of the Project and subject to payment of Total Sale Price by the **SECOND PARTY** to the **FIRST PARTY** and all other amounts and interests as and when payable under the Allotment Letter in respect of the said Flat, the Parties had agreed to execute a conveyance/sale deed for sale and conveyance of the said Flat by the **FIRST PARTY** in favour of the **SECOND PARTY**;
- M.** GDA has regularized the project on 05 .09.2018 & granted the part completion certificate of the Project vide memo dated 07.03.2019 bearing no.587/Enforcement Zone -6/2019.
- N.** The **SECOND PARTY** has duly paid the Total Sale Price for the said Flat and all other charges payable as per terms and conditions of the Allotment Letter, the receipt of the aforesaid sums is hereby duly acknowledged by the **FIRST PARTY**;
- O.** The construction of the said Project in which the said Flat is comprised has been completed in accordance with the plans, sanctions and approvals issued by GDA, Ghaziabad Municipal Corporation and all other concerned government/semi-government departments. All legally required completion/occupation certificates and approvals and sanction in respect of the said Project have been granted by the concerned authorities, which have been shown by the **FIRST PARTY** to the **SECOND PARTY**, to the **SECOND PARTY**’s complete satisfaction;

- P.** The **FIRST PARTY** relying on the confirmations, representations and assurances of the **SECOND PARTY** to abide by all the terms, conditions and stipulations imposed by statutory authorities in respect of the Project and the said Flat has agreed to convey and assign and the **SECOND PARTY** has agreed to acquire and possess the said Flat together with all rights, titles and interests thereto;
- Q.** The Parties are now desirous of executing this Deed for conveyance/sale and transfer of the said Flat by the **FIRST PARTY** in favour of the **SECOND PARTY** on terms and conditions provided hereunder.

NOW THEREFORE THIS CONVEYANCE/SALE DEED OF SALE WITNESSES AS FOLLOWS:

1. That in lieu of receipt of the Total consideration amount viz., an amount of **Rs. _____/- (Rupees _____ Only)** already paid by the **SECOND PARTY** to the **FIRST PARTY** in accordance with the payment plan stated in the Allotment Letter, and subject to various assurances, undertakings and covenants of the **SECOND PARTY** as contained herein, including duly abiding by the terms of the Allotment Letter particularly those relating to proper conduct and maintenance of the said Flat and the said Project, the **FIRST PARTY** doth hereby grants, sells, conveys and sells to the **SECOND PARTY** and the **SECOND PARTY** hereby purchases from the **FIRST PARTY**, the said Flat, i.e., the said residential **Flat bearing No. _____, on _____ floor** comprising of **3-BHK+2T** in **Tower- _____** within the Project, having approx. Super area admeasuring (**_____ Sq. Ft.**) **_____ Sq. Mtrs, carpet area _____ Sq. Ft.**) alongwith the exclusive right to use **_____ covered car parking** space specified by the **FIRST PARTY** ("**Parking**") as permissible under the applicable law and of pro rata share in the common areas of the Project ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**said Flat**") more particularly described in **Schedule A** and the floor plan of the flat is annexed hereto and marked as **Schedule B**).
2. That the Parking allotted with the said Flat is/are to be held and used by the **SECOND PARTY** as an integral and inseparable part of the said Flat. The Parking shall not be treated as an independent legal entity nor shall it be alienated independently of the said Flat. In the event of **SECOND PARTY** desiring to conveyance the said Flat, the **SECOND PARTY** shall do so provided that the Parking is transferred along with the said Flat as a composite unit. The

SECOND PARTY shall have the right park only 1 (one) two wheeler at the designated space allotted by the **FIRST PARTY**. The **SECOND PARTY** shall park its two-wheeler only at the said designated space and not at any other areas of the Project.

3. That the **FIRST PARTY** covenants that this Deed is executed in its entirety and the **FIRST PARTY** has received the entire Total consideration amount for the Said Flat amounting to **Rs.**_____/- (**Rupees** _____ **Only**) the receipt of which the **FIRST PARTY** hereby confirms, admits and acknowledge.
4. That the Total Consideration amount paid by the **SECOND PARTY** to the **FIRST PARTY** for the said Flat is inclusive of the external development charges or any other charges levied against the Complex as on the date of execution of this Deed. However, if as a consequence of Government, Statutory or Local Authorities enhancing the charges already levied or levying any additional charges in respect of services, facilities, infrastructure, city development charges provided or to be provided then the enhanced or fresh levies shall be payable additionally by the **SECOND PARTY** to the **FIRST PARTY** proportionately to the carpet area of the said Flat.
5. That at present the fire safety measures in the Common Areas of the Project have been provided where ever required as per the existing fire safety code / regulations and charges therefore are included in the Total consideration amount of the said Flat. If, however, due to any subsequent legislation(s), Government Regulation, Order or Directive the **FIRST PARTY** is required to undertake / install any further fire safety measures, the additional cost in respect thereof shall also be payable by the **SECOND PARTY** to the **FIRST PARTY** proportionate to the carpet area of the said Flat, within 30 (Thirty) days from the date of written demand made by the **FIRST PARTY**,
6. That at present the **FIRST PARTY** has provided the electrical power facility and supply system for the Project as per prevailing requirement and present government norms. That all charges for consumption of electricity, water or any other service or facility provided in the said Flat shall be borne and paid exclusively by the **SECOND PARTY** from the date of offer of possession/date of taking actual possession of the said Flat, whichever is earlier. It is further agreed that the **SECOND PARTY** shall bear the proportionate cost of additional power requirement and change in the present arrangement of power supply for the Project, if any, required at a future date.

7. That the **FIRST PARTY** has assured the **SECOND PARTY** and the **SECOND PARTY** is satisfied that the Said Flat does not have any encumbrances, liens and charges etc., which may restrict the **FIRST PARTY** from selling the Said Flat to the **SECOND PARTY** and the **FIRST PARTY** has the full rights and authority to conveyance/sale said Flat.
8. That the **SECOND PARTY** confirms that the **SECOND PARTY** has purchased the said Flat with full documented knowledge and understanding of all the laws, by-laws, rules, regulations, government orders and notifications as applicable to the said Project in general and the said Flat in particular and all terms and conditions contained in the Allotment Letter, and of all the laws, notifications and rules applicable to the area in which the said Project is located in general and group housing projects in particular, including but not limited to those imposed by GDA or the Ghaziabad Municipal Corporation and other terms and conditions contained/imposed by the concerned Government or Local Authorities/Bodies from time to time and that he/she/it has familiarized himself/herself/itself with all the aforesaid and other agreements, arrangements etc. and clearly understood his/her/its right, duties, responsibilities, obligations under this Deed.
9. That the **SECOND PARTY** confirms that he/she/it has inspected the entire said Flat and understood all building plans of constructions, title documents of the said Plot, part completion certificate of the said Project, the rights of the **FIRST PARTY** to own/possess the said Plot, execute this Deed and all other documents relating to the title, competency and all other relevant details of the said Flat along with the said Plot including legal completion of the Project and the **SECOND PARTY** is fully satisfied.
10. That the **FIRST PARTY** has handed over actual vacant peaceful and physical possession of the said Flat to the **SECOND PARTY** on execution of this Deed. The **SECOND PARTY** has duly taken possession of the said Flat from the **FIRST PARTY** without any demur or protest.
11. That save and except the said Flat hereby purchased by the **SECOND PARTY**, the **SECOND PARTY** shall have no right, title, interest or claim of any nature or kind whatsoever in the Project, except the undivided and proportionate interest in the Common Areas and facilities of the said Project.
12. The **SECOND PARTY** shall not encroach or obstruct or keep any of his/her/its/their items in the stairs, corridors, lobby, entrance or other common areas of the tower in which the Said Flat is located, in any manner whatsoever.

13. The **SECOND PARTY** shall not cover or construct any structure in the balcony area of the Said Flat. Upon breach of this condition by the **SECOND PARTY**, the **SECOND PARTY** shall be solely liable and responsible to face the adverse actions of the statutory authorities, if any.
14. The **SECOND PARTY** has full knowledge that the stilt parking slots available in the said Complex, are exclusively for the usage for the customers /visitors of the commercial units of the Project. Accordingly, the **SECOND PARTY** is not allowed to park his/her/its/their vehicles in the stilt parking slots.
15. That the **SECOND PARTY** has duly inspected the said Flat and is satisfied with the quality of building materials, fittings and fixtures of the said Flat. Except as permitted under the applicable laws, the **SECOND PARTY** shall have no claim against the **FIRST PARTY** in respect of any item of work, fittings and fixtures in the said Flat which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever. The **SECOND PARTY** is entitled to the use and occupation of the said Flat without any interference but subject to the terms and conditions, stipulations and restrictions contained in this the Allotment Letter, and this Deed.
16. That the **SECOND PARTY** undertakes to abide by all laws, rules & regulations and terms & conditions if any imposed by GDA, Ghaziabad Municipal Corporation and / or of the local bodies and any other act as applicable from time to time on the Project in general and on the said Flat in particular and shall be liable for any defaults or breaches of any of such conditions, rules or regulations.
17. That the **SECOND PARTY** shall from the date of possession maintain the said Flat at his / her / its own cost in a good and tenable condition, and repair and maintain the same properly. The **SECOND PARTY** shall also keep the internal and external areas of the said Flat in a neat, clean and tidy condition. The **SECOND PARTY** will ensure that all dirt, refuse and waste are properly transported out in covered cans / bags and disposed in accordance with the instructions provided by the **FIRST PARTY** or the maintenance agency appointed by the **FIRST PARTY** ("**Maintenance Agency**") or the association of allottees ("**Association**"), as the case may be.
18. That the usage of the Common Areas and facilities of the Project by the **SECOND PARTY** shall be subject to restrictions, rules and regulations placed by the **FIRST PARTY** /Maintenance Agency or the Association, as the case may be.

19. Till the formation of the Association and handover of the Common Areas to the Association by the **FIRST PARTY** in accordance with the Act and the Rules, the maintenance of the Common Areas and provision of common services, facilities and amenities shall be carried out by the **FIRST PARTY** or its nominated Maintenance Agency as the case may be.
20. Till the formation of the Association and handover of the Common Areas to the Association by the **FIRST PARTY** in accordance with the Act and the Rules, the **SECOND PARTY** shall be responsible to pay interest free maintenance security deposit and maintenance charges as per Tripartite Maintenance Agreement executed amongst the **SECOND PARTY**, the **FIRST PARTY** and Maintenance Agency.
21. That the **SECOND PARTY** shall have no right to:
- (i) Object to the **FIRST PARTY** constructing or continuing with the construction of additional structures in the said Project/Complex or additional flat building (s) and / or structures anywhere in the said Project/Complex as may be permitted by the competent authorities. Such additional flat building (s) / structures shall be the sole property of the **FIRST PARTY** which the **FIRST PARTY** shall be entitled to dispose off in any way it chooses without any interference on part of the **SECOND PARTY**.
 - (ii) Do or cause to be done anything which is not permitted by the concerned authorities and this Deed or under the applicable laws.
 - (iii) Use the said Flat for commercial purpose or any purpose other than residential or in a manner that may cause nuisance or annoyance to occupants of other flats in the said Project or for any residential or illegal or immoral purpose or to do or suffer anything to be done in or around the said Flat which tends to cause damage to any flooring or ceiling or services of any flat over / below / adjacent to the said Flat or anywhere in the said Project/Complex or in any manner interfere with the use thereof or of flats, passages, corridors or amenities available for common use.
 - (iv) Do or cause to be done anything in or to the said Flat, or the staircases, lifts and lift lobbies, shafts, stilt, basements, compound and common passages or the Common Areas, which may be against rules or by-laws of the municipal authorities,

maintenance agencies or any other authority. The **SECOND PARTY** shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.

- (v) Demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Flat or any part thereof, and shall not chisel / drill or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support.
- (vi) Put up any sign – board / name plate, neon light, publicity material or advertisement material etc. on the face / façade of the said Project/Complex or at any place within the Project/Complex, without the written permission of the **FIRST PARTY**.
- (vii) Change the colour scheme of the outer walls or painting of the exterior side of doors and windows etc. or carry out any change in the exterior of elevation or design of the said Flat.
- (viii) To cover or carry any modification of parking space which is allotted to him by the **FIRST PARTY**.

22. The **SECOND PARTY** shall not object or interfere or raise any claim and/or demand in case additional FSI is granted/permitted on the said Plot/Complex and the **FIRST PARTY** carries out additional construction pursuant thereto on the said Plot/Complex. The **FIRST PARTY** shall have the right to purchase/acquire and land adjacent to the said Plot and make it part of the project or extend the Project/Complex to such additional land by making permitted construction on such additional land as per the applicable laws and the **SECOND PARTY** shall have no objection to the same or raise any claim in this regard. The **FIRST PARTY** shall have the right to combine the common areas and facilities of the Project/Complex to the additional construction/towers/units made on such additional land to which the **SECOND PARTY** hereby agrees and gives its unconditional consent.

23. That the **SECOND PARTY** shall be liable to compensate the **FIRST PARTY** for property / house taxes, ground rent, lease money, vacant land tax, fire tax, education tax, scavenging tax, water charges or any other taxes, charges in advance every year which may be levied on the said Flat from date of expiry of offer of possession/date of taking actual possession, whichever is earlier. The charges shall be borne by the **SECOND PARTY** in proportion to the carpet area of

the said Flat irrespective of the fact that the **SECOND PARTY** was keeping his flat vacant & locked or wasnot occupying the said Flat when it was not completed / occupied.

24. That the terms and conditions of the Allotment Letter shall be construed as an integral part of this Deed and in case of any conflict, the term of this Deed shall prevail.
25. Upon formation of the Association in accordance with the Act and the Rules, the **FIRST PARTY** shall handover the Common Areas to the Association in accordance with the Act and Rules, for running, operation, preservation, upkeep and maintenance of the Common Area.
26. That the **SECOND PARTY** agrees to become member of the aforesaid Association and sign and execute their memorandum, articles, bye laws, rules, regulations and other applications or documents necessary as prescribed by the Association.
27. That the **SECOND PARTY** shall be entitled to get the said Flat mutated and transferred in **SECOND PARTY**'s own name in the records of all the concerned authorities on the basis of this Deed or through its certified copy, at **SECOND PARTY**'s own cost and expenses.
28. That the **SECOND PARTY** shall be entitled to transfer and/or assign his / her / its rights and interest in the said Flat to any individual after obtaining no dues certificate in writing from the **FIRST PARTY**/Maintenance Agency, and if the Common Areas are being transferred to the Association as per the terms mentioned above then no dues certificate in writing of such Associations the case may be.
29. That **SECOND PARTY** shall be responsible for his / her / its Income Tax and Capital Gains Tax liabilities for income received and/or gains arising out of the transaction under this Deed.
30. That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India. The Courtsof Ghaziabadalone shall have the jurisdiction to entertain any case/dispute arising out of or as a consequence of this Deed.
31. That all present and futureexpenses, charges etc., including the stamp duty, registration charge and other incidental expenses payable in relation to the said Flat under this Deed will be borne and paid by the **SECOND PARTY** alone.

32. If any provision of this Deed is prohibited or determined to void, illegal or unenforceable under applicable laws, such provision shall be deemed to be amended in so far as inconsistent with purpose of this Deed and to the extent necessary to conform to applicable laws and remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.
33. No waiver of any of the terms of this Deed shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

IN WITNESS WHEREOF, the **FIRST PARTY** and the **SECOND PARTY** have signed this Deed of conveyance/sale at Ghaziabad on the date first mentioned above in the presence of the following witnesses:

SIGNED AND DELIVERED BY THE WITHIN NAMED FIRST PARTY

M/S AADI BEST CONSORTIUM PVT LTD.

Through its Authorised Signatory

AND

SIGNED AND DELIVERED BY THE WITHIN NAMED SECOND PARTY

WITNESSES:

- 1.
- 2.

SCHEDULE A

DESCRIPTION OF THE SAID FLAT

Unit/Flat bearing No. _____, on _____ floor Flat super area _____ Sq. feet in Tower No. _____ along with **covered parking no.** _____ in **Cloud 9 Towers Vaishali** situated at plot No.: R.C 1/2 Sector 1, **VAISHALI**, Ghaziabad.

