

Consideration	:
Stamp Duty	:
Stamp No. & Date	:
Stamp Issued By	:
Unit No.	:
Tower	:
Project	: SHRILAXMI CELEBRATION RESIDENCY, Vasundhara Ghaziabad, U.P.
Vendee(s) PAN No	: 1) : 2)
Vendor PAN No	: AAFCA9576R

SALE DEED

This Sale Deed is made at Ghaziabad (U.P.) on this _____ day of _____ of the year 20____.

IN FAVOUR OF

Mr. _____ **S/o Sh.** _____ and **Mrs.** _____ **W/o Sh.** _____
 _____ **R/o.** _____ hereinafter
 referred to as the “**Vendee(s)**”, which expression unless contrary to the context or meaning thereof shall mean and include its/their respective legal heirs, successors, nominees, assignees etc.

W H E R E A S

- A. The Promoter has developed and constructed of a multi storied residential complex on Plot No. 2B/INS-06, Sector-2B, Vasundhara, District Ghaziabad, U.P. on plot area admeasuring 2794.5 Sq. Mtrs. (3342.22 Sq. Yds.), held by the Vendor as owner thereof vide Sale Deed dated 12.05.2014 registered as Document No.17211 of the year 2014 in Book No.1 on 16.06.2014 with the Office of the Sub-Registrar-IV, Ghaziabad, having acquired and purchased the same from Uttar Pradesh Awas Vikas Parishad for which the necessary formalities have been completed;
- B. As such, the Promoter has acquired absolute rights, title and interest to develop the Said Plot by constructing thereon a Residential Project, namely, “**SHRI LAXMI**

CELEBRATION RESIDENCY” (herein referred to as the **“Project”**) and to allot, sell, lease and transfer the Saleable Area / Units / Apartments available on development and to enter into suitable arrangements with the prospective buyer (s) for this purpose.

- C. The Promoter is fully competent to enter into this Sale Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project has been constricted have been completed;
- D. The Vendee(s) has /have fully satisfied himself about the title of the Promoter in the said plot/ unit which is free hold plot sold to the Vendor to put up the Group Housing Complex and to enter into this Sale deed and has understood all limitations and obligations in respect thereof and that there will be no objection by the Vendee(s) about the title of the Promoter and he has otherwise also fully acquainted himself with the rules and regulations applicable to the said plot/project.
- E. The Vendee(s), had applied to the Promoter for registration / allotment of an Apartment in the Project, where upon the Vendee(s) has/have been allotted an Apartment bearing No..... consisting of bedrooms flat having super area sq. ft. and carpet area sq.ft., carpet area of the balcony_sq.ft. and covered area of Apartment sq.ft., situated on theFloor of the Project **“SHRI LAXMI CELEBRATION RESIDENCY”**, Plot No. 2B/INS-06, Sector-2B, Vasundhara, District Ghaziabad, U.P., and having facility of one car parking space in the Basement Floor out of automotive mechanical car parking provision in the project and with proportionate share in the common areas (**“Common Areas”**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **said Apartment**) fully described in **Schedule ‘A’**, on the terms and conditions, as contained in this Sale Deed. The Floor Plan of the said apartment is given in **Schedule B**, whereas Payment Plan of the said project is given in **Schedule C** to this Sale Deed.
- F. The Project being ongoing project within the meaning of the Real Estate (Regulation and Development) Act 2016 and has been developed by the Promoter in accordance

with the approvals/ sanctions of Building Plans vide Sanction Letter No.....dated issued by Uttar Pradesh Aavas Vikas Parishad and other regulatory authorities and comprises of self-contained independent Unit along with common support / infrastructure and parking services and facilities. Specifications of the materials which are intended to be used in the construction and development of the flats in the project are given in **Schedule 'D'** to the Unit Buyer Agreement. The materials so used would be either same or of similar quality and standards depending on the availability of the specified materials.

- G. The Promoter has registered the project as an ongoing under the provisions of the Act with the UP RERA (name of the Real Estate Regulator Authority) at Ghaziabad on 05/08/2017 under registration no. UPRERAPRJ1676
- H. The Vendee(s) has confirmed to the promoter that he/she/they is/are entering into this Sale Deed with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Said Plot and the Project, and he/she/they have clearly understood the rights, duties, responsibilities, obligations under each and all of the clauses of this Sale Deed.
- I. The Promoter agrees and undertakes that it has not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- J. The Promoter, relying on the declarations, undertakings, confirmations, representations and assurances of the Vendee(s) to faithfully abide by all the terms, conditions and stipulations contained in the Unit Buyer Agreement, had, in good faith, agreed to allot the Said Apartment to the Vendee(s) on the terms and conditions appearing the Unit Buyer Agreement.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

- 1(a) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of **Rs. _____/- (Rupees _____ only)**, the Vendor doeth hereby admit and acknowledges the receipt of the Sale Consideration, the **Vendor** doeth hereby sell, transfer, convey, assure and assign unto the **Vendee(s)**, the residential Flat bearing Flat number _____ admeasuring _____ sq. fts. (approx. _____ sq. mts) super area on the _____ Floor No. _____, consisting of _____ **Bedrooms, one Drawing/Dining room, one Kitchen, _____ toilets, one utility along with W.C. & Balconies, (hereinafter referred to as Said Flat)**, in the Complex named, “**Shri Laxmi Celebration Residency**”, situated at Plot No. 2B/INS-06, Sector-2B, Vasundhara, District Ghaziabad, U.P., alongwith proportionate, undivided, impartible share in the land underneath the building in which the **Said Flat** is located, together with proportionate rights in the common areas and facilities including all ways, paths, passages, easements, and appurtenances whatsoever to the **Said Flat** to have, hold and enjoy the same unto the **Vendee(s)**, absolutely and forever;
- (b) That the **Vendor** has also reserved alongwith the **Said Flat _____ Car parking** space(s) which is to be held and used exclusively by the **Vendee(s)** as an integral and inseparable part of the said Flat. The parking space(s) shall not be treated as an independent legal entity nor shall it be alienated independently of the Flat;
- (c) That the said **Group Housing Colony** shall always be known as “**Shri Laxmi Celebration Residency**” and the said name shall never be changed by **Vendee(s) and / or jointly by the Vendee(s) and owners** of the other flats in the Scheme;
- 2(a) The **Vendor** hereby confirms and acknowledges the receipt of the Sale consideration in respect of the **Said Flat** 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 Flat** and the **Vendor** do hereby acquits, releases and discharges the **Vendee(s)** in respect of the same;

- (b) That the said consideration amount is inclusive of the External Development Charges (**EDC**), Infrastructure Development Charges (**IDC**) or any other charges levied against the Complex, as on the date of execution of this **Sale Deed**. However, 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, provided or to be provided then the enhanced or fresh levies shall be payable additionally by the **Vendee(s)** proportionately to the area of the **Said Flat** to the **Vendor**
- (c) **The Vendor**, acknowledges the receipt of Electric Connection Charges in respect of the said flat from the Buyer(s)
- (d) That the **Vendor** has not charged any **VAT** (Value Added Tax), as applicable in U.P. upon this transaction. In case the State Authorities decide to impose **VAT** upon the **Vendor** on account of this transaction or of its business activities at a future date with retrospective effect the **Vendee(s)** shall be liable to pay the same on pro rata basis to the **Vendor** upon demand failing which the **Vendor** shall be entitled to recover the same along with interest calculated @15% per annum.
- (e) That at present the fire safety measures in the common areas of the Building/Complex have been provided by the **Vendor** where ever required, as per the existing fire safety code/regulations and charges therefore are included in the sale consideration of the said Flat. If, however, due to any subsequent legislation(s), Government Regulation, order or directive, the **Vendor** is required to undertake/install any further fire safety measures, in the Common area of building/complex 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 Flat;
- (f) That in case of non-payment of charges by the **Vendee(s)** as stated above or elsewhere in this **Sale Deed** to the **Vendor**, the amount demanded shall be treated as a charge upon the Said Flat in favour of the **Vendor** to extent of unpaid demanded amounts

- 3(a) That the super area of the said Flat includes covered area of the Flat plus proportionate share of area under the common corridors, passages, staircases, electric rooms, electric meter rooms, electric sub-station, projections, architectural features, lift wells, lift rooms, lift lobby, entrance lobby, mumty, circulation areas, boundary wall, refuge areas, guard rooms, gate house, STP, underground and overhead water tanks plus any other common constructed areas not mentioned hereinabove etc. The covered area of the said flat includes entire carpet area, areas under internal circulation, internal and external walls, areas under balconies, cupboards, etc;
- (b) 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 Flat, it is made clear that it is only the covered area of the said Flat 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)**;
- (c) That the **Vendee(s)** shall have no specific right in the land under the building excepting to the undivided/unidentified, impartiable, indivisible rights in land proportionate to the area of the said Flat in the building where the flat is situated;
- (d) That GST/Service tax as applicable (at the rate as applicable) on the date of execution of this Sale Deed has been charged. However, as a consequence of Government, statutory or Local Authorities enhancing the rate of GST/service tax or levy any additional taxes in respect of the services, facilities, infrastructure, provided or to be provided then the enhanced or fresh levies shall be payable additionally by the Vendee(s) proportionately to the area of the said Flat to the Vendor.
- 4 (a) That vacant and physical possession of the **said Flat** has already been handed over by the **Vendor** to the **Vendee(s)** herein who has satisfied himself with the quality of Construction and various installations like Electric works, Sanitary Fitting, Water and Sewerage connections, measurements etc, which have been agreed between **Vendee(s)** and **Vendor**.
- (b) That the **Vendee(s)** upon taking possession of the **said Flat** have no claim against the **Vendor** as to any item of works, material, quality of work and installations in the **said**

Flat and on any other ground whatsoever. The **Vendee(s)** is/are satisfied in this regards.

- 5 That the **Vendor** reserves to itself all the rights to carry out further construction/development upon the balance **Project Land** or any other land adjoining the project acquired by the **Vendor** at a later stage. The **Vendor** shall be entitled to connect the electric, water, sanitary, power back-up, drainage fittings, piping etc on the additional towers, structures raised with the existing such facilities/installations of the Complex. The residents of new construction shall be entitled to use all the facilities provided in the Scheme. The **Vendee(s)** irrevocably consents to this. For all purposes the additional construction shall be considered as a part of the existing Scheme/Complex. All additional constructions shall entirely belong to the **Vendor**.
- 6 That except for the said Flat herein agreed to be sold and the necessary easementary rights pertaining thereto, all the residuary rights in the building and the Scheme such as open spaces, common area, limited common areas, corridors, passage, staircases, common services, lifts, fixture, terraces etc. shall continue to vest with the **Vendor** till such time as the same are not allotted, sold or otherwise transferred to any particular Flat Owner(s) and/or handed over to any Municipal or Government Authorities or to the Association of Flat Owners constituted under the U.P. Apartment Ownership Act, as may be required;
- 7(a) That the **Vendee(s)** agrees to abide by all Laws, Bye-laws, Rules and Regulations of the State Government of U.P., and of the Local Bodies and Authorities and conditions of License and bilateral sale deed governing or relating to the Flat/ Complex, and shall be responsible / liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable. The **Vendee(s)** also agrees to abide by the terms of the U.P. Apartment Ownership Act, and U.P. Development and Regulation of Urban Areas Act and its rules as applicable from time to time;
- (b) That the **Vendee(s)** shall not use the said Flat or permit the same to be used for purpose other than residential, or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other flats or for any illegal or immoral

purposes and shall not do or suffer anything to be done in or about/around the **said Flat** which may tend to cause damage to any ceiling or flooring of any floor below, above or in any manner interfere with the use thereof or of spaces, passages corridors, lifts, lobbies or amenities available for common use;

- (c) That the **Vendee(s)** shall keep the Flat in good repair at all times and shall not make any additions/alterations in the **said Flat** 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 Flat or the Scheme 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;
 - (d) That the said flat shall not be rented or given on lease and licence or caretaker basis by the Vendee(s) thereof for transit or hotel purposes which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the flat are provided for customary hotel or boarding or lodging or paying guest services
 - (d) That the **Vendee(s)** shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging of clothes, etc. in the common areas, facade of the building and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics;
 - (e) The **Vendee(s)** shall neither sub divide the said flat nor shall join the same with the adjoining the said flat.
 - (f) That the **Vendee(s)** shall use **Compact Fluorescent Lamp (CFL)** for internal lighting of the said flat so as to conserve electric energy.
- 8(a) That the **Vendor or the Maintenance Agency (nominee of the Vendor)** shall look after the maintenance and upkeep of the common areas and facilities in the **said**

Complex and the **Vendee(s)** hereby agrees to pay maintenance charges, security deposit, contribution towards sinking / replacement fund as may be demanded by the **Vendor** or the **Maintenance Agency**. The **Vendor** or the **Maintenance Agency** shall be entitled to withdraw itself from maintenance activities on notice to flat owners in the Scheme and to hand over the same to any Authority or a Body / Association of the Flat Owners in terms of the U.P. Apartment Ownership Act, as may be applicable;

- (b) That the **Vendee(s)** shall be under obligation bound to execute a separate **Maintenance Sale deed** with the **Vendor** and/or the **Maintenance Agency**, if not already executed, with regard to terms and conditions of maintenance of the Scheme and shall be bound by the rules & regulations of the **Maintenance Agency**. The said **Maintenance Sale deed** shall, inter alia, define the scope of maintenance of various services & facilities in the Scheme and the charges payable by the Vendee in respect thereof;

- 9(a) That the **Vendor** hereby assures the **Vendee(s)** that they have absolute title with all rights, full powers and absolute authority to grant, convey, transfer, assign and assures the **said Flat** hereby conveyed, transferred, assigned and assured unto the **Vendee(s)** absolutely and that the **said Flat** is free from all encumbrances, charges, liens etc. The **Vendee(s)** has also satisfied itself with regard to the above and shall not make any further requisition or objection whatsoever;

- (b) That the **Vendor** shall indemnify and keep indemnified the **Vendee(s)** from and against all demands, claim, losses that may be suffered by the **Vendee(s)** arising on account of any defect in the title of the **Vendor** to the **said Flat**.

- 10 That the **Vendee(s)** shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the **said Flat** irrespective of the fact that the **Vendee(s)** has not been enjoying the benefit of the **said Flat**. Till the Flat is individually assessed to property tax or any other charges as aforesaid by the authorities, the **Vendee(s)** shall be liable to pay to the **Vendor or to the Maintenance Agency** on demand, such taxes / charges whether levied now or in future on the land / buildings of the Scheme, proportionate to the area of the Flat;

- 11 That the **Vendee(s)** shall be entitled to get the Flat transferred and mutated in its own name as owner in the revenue records or with any other concerned authority on the basis of this **Sale Deed** or its true copy without any further act or consent of **Vendor**. However, if the **Vendee(s)** transfers the Flat to a third party then the transferee shall be bound by the terms and conditions of this Sale Deed and all other sale deeds deeds, undertaking executed between **Vendor** and **Vendee(s)**; and **Maintenance Sale deed** executed between the **Maintenance Company** and **Vendee(s)**.
- 12 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 of this **Sale Deed** shall remain valid and enforceable in accordance with their terms;

- 13 That all costs of stamp duty, registration fee and other miscellaneous / incidental expenses on the execution and registration of this **Sale Deed** have been borne and paid by the **Vendee(s)**.

IN WITNESS WHEREOF the Parties have executed these presents at Ghaziabad (U.P.), on the day of the month and year as first above written in the presence of witnesses:

The **Sale Deed** has been drafted by:

Witnesses:

1.

(Vendor)
(Authorised Signatory)

2.

Mr. _____
1. (Vendee(s))

Mrs. _____
2. (Vendee(s))

Schedule – A

1. Description of the Apartment.

Schedule - B

2. Floor plan of the floor on which the aforesaid Flat is situated along with demarcation of the said Flat.

Schedule – C

3. Layout plan of the Entire Scheme.