

Stamp: Rs. ....../-

Word: .....

### **SALE DEED**

Nature of Land

Pargana

District

Details of Property

Flat No. ....

Area ..... M<sup>2</sup>

Area of the Property ..... M<sup>2</sup>

Road

Type of Property

Situation Finished

Constructed Area ..... M<sup>2</sup>

Construction Year

Consideration

Valuation

### **BOUNDARIES OF THE PROPERTY**

EAST - .....

WEST - .....

NORTH - .....

SOUTH- .....

**Name of the Sellers-** (1) **M/s. Omni Farms Pvt. Ltd.** ( PAN No.....) a company incorporated under the Companies Act, 1956 having its registered office at 201-212, 2<sup>nd</sup> Floor, Splendor Forum, Jasola District Centre, New Delhi- 110025 through its .....

(2) **M/s. Eldeco Housing & Industries Ltd.,** ( PAN No.....) an associate company of M/s. **Omni Farms Pvt. Ltd.** having its registered office at through

**Name of the Purchaser-** 1.Mr./Ms./Mrs.....( PAN No.....)  
S/o D/o W/o.....  
R/o .....

2.Mr./Ms./Mrs.....( PAN No.....)  
S/o D/o W/o.....  
R/o .....

**This DEED OF SALE is** executed on this .....day of .....2016 by

(i) **M/s. Omni Farms Pvt. Ltd.**  
(PAN\_\_\_\_\_) a company incorporated under the Companies Act, 1956 having its registered office at 201-212, 2<sup>nd</sup> Floor, Splendor Forum, Jasola District Centre, New Delhi-110025 through its .....(hereinafter referred to as the "**First Party**") of the First Part

**AND**

(ii) **M/s. Eldeco Housing & Industries Ltd.**(PAN\_\_\_\_\_) (hereinafter referred to as the "**Confirming Party**") of the Second Part.

The First Party and the Confirming Party are hereinafter jointly referred as "**Sellers**".

**In Favour Of**

Mr./Ms/Mrs. ...., (PAN \_\_\_\_\_) S/o D/o W/o Sri.....  
R/o.....(hereinafter referred to as the "**Purchaser**") of the Other Part.

*The expression "**Seller**" and "**Purchaser**" used herein before shall mean and always mean and include their respective legal heirs, successors, administrators, transferees, nominee, executors and assignees.*

**WHEREAS**, Omni Farms Pvt. Ltd acquired a piece of group housing plot no\_\_\_\_\_ admeasuring \_\_\_\_\_sq mtrs, ( herein "**Said Plot**") in Vrindavan Housing Scheme sponsored by Avas-Vikas Parishad (hereinafter referred to as "**Parishad**") through an open auction being successful bidder in the auction held by Parishad.

**AND WHEREAS** the Parishad under a hire purchase agreement delivered the possession of the Said Plot to Omni Farms Pvt. Ltd for construction and development of a group housing over the Said Plot, pending sale deed whereof to be executed by Parishad on payment of remaining sum towards the cost of the Said Plot along with interest in installments in terms of Hire Purchase agreement payable to the Parishad.

**AND WHEREAS** Omni Farms Pvt. Ltd after seeking possession of the Said Plot under the hire purchase agreement got the building plan approved for a group housing over the Said Plot and the Seller started constructing a group housing project named "Eldeco Saubhagyam" consisting of .... Nos.....of towers having .....nos unit (herein "**Complex**") and offered to transfer duly developed super area forming flat to various interested buyers on the terms and conditions stipulated in this regard.

**AND WHEREAS** Omni Farms Pvt. Ltd paid the entire stipulated cost of the Said Plot and thereafter sale deed of the Said Plot was executed by the Parishad in favour of Omni Farms Pvt. Ltd which was duly registered with Sub-registrar ( ), Lucknow vide book no. ... Vol \_\_\_\_\_ page no. ... as document no. .. of 2016 registered on.....

**AND WHEREAS** the Purchaser after going through all the documents, plans, approvals, status of the approval etc and being acquainted with other material facts with regard to the transaction applied for allotment of flat having super area of ..... Sqmtr situated on the ..... floor in the Complex vide application dated .....

**AND WHEREAS** pursuant to application of the Purchaser a flat no. .... on .... Floor having Super Area .... Sq M<sup>2</sup> (herein "**Flat**") in the Complex was allotted to the Purchaser for a consideration cost of Rs. .... and other charges ..payable as per the plan contained in letter of allotment subject to observing & performing as per the terms contained therein.

**AND WHEREAS** the Purchaser has paid the entire consideration amount and other charges as stipulated in respect of Flat prior to getting this Sale Deed executed in respect of Flat, the Purchaser through physical inspection of Flat has satisfied himself/herself/themselves with workmanship, quality of construction, material fixture and fittings provided in the Flat and therefore the Seller hereto executing sale deed in favour of Purchaser on the terms appearing hereunder.

**NOW THIS DEED WITNESSES AS UNDER:**

1. That in pursuance of the allotment and in consideration of the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), and other charges paid by the Purchaser, the receipt whereof the Seller hereby admits and acknowledges before the Registrar, Lucknow, the Seller hereby transfers, convey, assigns absolutely all that built up area measuring .....M<sup>2</sup>, flat no. .... situated on ..... floor of the tower no. .... more specifically described in schedule given hereunder and delineated & demarcated on the plan annexed hereto with all its sanitary, electrical, sewage and other fittings together with all rights and easements whatsoever necessary for the enjoyment of the Flat along with right to use the common areas and facilities of the Complex subject to the exceptions, reservations, covenants, stipulation and conditions contained hereinafter. The Seller doth hereby transfer the Flat along with proportionate undivided and impartible interest in the portion of the land underneath the building, wherein the Flat is located, in proportion of the ratio of the covered area of the Flat to the total covered area in the Complex
2. That the vacant and peaceful possession of the Flat is being delivered to the Purchaser simultaneously with the signing of this Deed, and the Purchaser confirms having satisfied himself/herself/themselves as to the area / dimensions / location/cost & allied charges including Preferential

location charges (PLC), if any, quality of construction /specifications/various installations like electrification work, sanitary fitting, water and sewer connection etc. in respect of the Flat.

3. That the Flat hereby sold, conveyed and assured under this deed is free from all encumbrances, liens or charges (except those created on request of the Purchaser to obtain loan for purchase of the same), transfers, easements, liens, attachments of any nature whatsoever and the Seller have unencumbered, good, marketable and transferable rights / title in the Flat.
4. That the Purchaser shall get exclusive possession of the built-up area of the Flat i.e. covered area, areas of balconies, lofts, cupboards and projections. The Purchaser shall have no right, interest or title in the remaining part of the Complex such as parking areas and commercial spaces, which shall remain the property of the Seller. The right of usage of the common areas and facilities of the Complex is subject to the covenants herein and upto date payment of all dues.
5. That for the computation purpose, the super area means and includes the covered area, projections plus proportionate common areas of the Complex such as utility corridor, passage, shafts, lobbies, stairs, munties, lifts/lift walls, other common walls, driver's/common toilet/s, security room, other room/s for maintenance staff, service ledges, service areas including but not limited to lift machine room, pump room, electric substation, maintenance offices/stores, fire control rooms, generator room, garbage room, entrance and exits of building, club building in the Complex as per the sanctioned lay-out. The covered area of the Flat includes carpet area, areas under internal circulation, internal and external walls, areas under balconies, shaft, loft, cupboards and half of the area of wall common between two units etc.
6. That the Purchaser shall not raise any construction temporary or permanent in the balconies/terraces/open spaces attached to the Flat or make any alteration or addition, otherwise than provided herein.

7. That the Purchaser may undertake minor internal alterations in the Flat with the prior written approval of the Seller. The Purchaser shall not be allowed to effect any of the following changes/alterations:
  - (i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of any part of building, wherein Flat is located/adjacent property. In case damage is caused to building, wherein Flat is located / adjacent property or common area, the Purchaser shall get the same repaired at its own cost and expenses.
  - (ii) Changes that may affect the facade of the Flat (e.g. changes in windows, tampering with external treatment, changing the paint color of balconies and external walls, covering of balconies and terraces with permanent or temporary structures, hanging etc.)
8. That the Flat shall not be subjected to partition or sub-division at any stage of time by the Purchaser or any person claiming through the Purchaser, which shall however be transferable as an interest incidental to the super structure transferred hereby. This condition shall be applicable on subsequent transferee(s) as well.
9. That the Purchaser for the purpose of availing the Maintenance Services in the Complex, agrees to execute a maintenance agreement with Seller or any other body as may be appointed/nominated by Seller for the maintenance and upkeep of the Flat /Complex (herein '**Maintenance Agency**'). The Purchaser agrees to abide by the terms and conditions of the Maintenance Agreement and to promptly pay all the demand/s, bills, and charges as may be raised by the Seller /Maintenance Agency from time to time. Default in payment towards the maintenance bills, other charges on or before due date, shall entitle the Seller /Maintenance Agency to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement.

10. That the Purchaser shall from time to time and at all times, pay directly to the Seller, local or statutory authority, (as the case may be) all rates, taxes (including but not limited to municipal tax, property tax, water charges, sewerage tax), charges and assessments of every description which are assessed, charged, levied or imposed now or may be levied, imposed in future or retrospectively upon the Complex/Flat hereby transferred or on the Seller.

So long as each Flat shall not be separately assessed for the taxes, charges etc. the Purchaser shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, on pro rata basis, to the Seller/Maintenance Agency

11. That the Purchaser acknowledges and understands that the electricity (Electricity & Power back) will be supplied in the Flat through pre-paid metering system. The Purchaser agrees to separately pay proportionate running cost of power back up system at such rates, taxes, levies, service charges etc., as may be determined by Sellers/ Maintenance Agency

12. That the Purchaser, whenever transfers the Flat in any manner whatsoever, all the terms and conditions allotment, maintenance agreement, possession documents and this deed shall be mutatis mutandis applicable and binding upon the transferee(s) , and he/she/ they shall be liable and answerable in all respects thereof.

13. That a) The Purchaser shall use the Flat for residential purpose and shall not carry on or permit to be carried on, in the Flat any trade or business whatsoever or to do or suffer to be done therein any act or thing whatsoever which in opinion of the Seller may be a nuisance, annoyance or disturbance to the other owners of the Complex and persons living in the neighborhood.

(b)The Purchaser shall abide by all the directions, rules and regulations made by the Seller/Maintenance Agency/Competent/Municipal authority now existing or hereinafter to exist so far as the same are



incidental to the possession of immovable property or so far as it affect the health, safety or convenience of other inhabitants of the Complex.

14. That the Purchaser understand and agrees that the storage spaces, car parking, private lawn/side terraces/ roof terraces of the Complex are Independent area and the common areas (open and covered) of commercial complex are limited common areas within the meaning of U.P. Apartment (Promotion of Construction, Ownership & Maintenance Act), 2010.. The Purchaser acknowledges and agrees that the ownership of the Commercial Complex & Car parking situated in the Complex is with the Sellers and Sellers shall be entitled to deal with them in any manner, whatsoever it deem fit & proper.
15. That the Seller or its nominee shall have absolute right to operate/run the Club Building along with its fixtures & fitting and equipments etc on such terms it deem fit and proper till the time same is not handed over to the Residents' Welfare Association of allottee/s of the Complex.
16. That the Purchaser acknowledges that all the facilities and amenities in the Complex will be developed/provided in phases. The completion of construction/provision of all these facilities/amenities may go as long as the completion of the entire Complex and therefore any/all these facilities/amenities may not be available at the time of handing over possession of the Flat as no dispute shall be raised by Purchaser in this regard.

That the Purchaser shall not encroach any common area & stairs etc., and shall also have no right to use the facilities and services not specifically permitted to be used. Any encroachment upon balcony(s), common area & like lobby, corridor, stairs etc. shall be unauthorized & be liable to be removed by the Seller/Maintenance Agency or the resident association at the cost of the Purchaser.
17. That the Purchaser within agreed consideration shall have exclusive right to use parking/s in the area earmarked for parking purpose for parking

vehicle only and no construction of whatsoever nature shall be allowed to be made on the parking space.

18. That Purchaser shall insure the Flat including the contents lying therein at his/her/their own cost and expenses. The Purchaser shall not keep any hazardous, explosive, inflammable material in the Flat. The Purchaser shall always keep the Seller or its Maintenance Agency or resident association/society harmless and indemnified against any civil or criminal liability in respect thereof.
19. That the owner/purchaser of the ground floor flat shall only have exclusive right to use of the ground floor lawn abutting to his/her flat, whose usage right is granted by the Sellers and accordingly the owner/occupant of flat who has been granted usage right of side/roof terrace by the Seller shall have exclusive right to use the same to the exclusion of other owner/occupant.
20. That the Purchaser acknowledges and confirms that the time frame, and quality of infrastructure facilities to be provided by the Government of Uttar Pradesh/ Lucknow Development Authority /other Competent Authority (ies) in the Complex are beyond the control of the Seller and the Purchaser agrees not to raise any claim or dispute against the Seller in respect of the infrastructure facilities as aforesaid to be provided by the public agencies. Further, the Purchaser explicitly agrees that any lack in performance of the internal services viz sewer, drainage etc within the Complex caused by lack or inadequate support of the external services viz nala, trunk sewer etc to be provided by Local authorities/public agencies shall not be Seller /Maintenance Agency's responsibility.
21. That the Purchaser agree to keep indemnified, defend and hold the Seller harmless against any/all actions, proceedings, third party claim/s or any losses, costs, charges, penalties, expenses or damages incurred and suffered by or caused to the Seller / Maintenance Agency / other occupants of the Complex, by reason of any breach, non-observance, non-performance of the conditions contained herein and/or due to

non-compliance with any rules & regulations and/or non-payment of municipal taxes, levies, charges and other outgoings.

22. That all the expenses for execution and registration of this deed have been borne & paid by the Purchaser.
23. That the Flat hereby is super structure situated in a Complex has newly been constructed is in exclusive possession of the Seller prior to the execution of sale deed. The Flat transfer hereby is for residential use situated at .... floor having .... M<sup>2</sup> of built up area. The valuation whereof @ Rs.26,000/- per M<sup>2</sup> of built up area works out to be Rs.\_\_\_\_/-.

That the total area of the land involved in the complex is ..... M<sup>2</sup> and the total built up area of the Complex is \_\_\_\_\_M<sup>2</sup> and the built up area of the Flat is hereby transferred is\_\_\_\_\_sq M<sup>2</sup>, therefore, the Purchaser shall be having proportionate and undivided interest in ... M<sup>2</sup> of the land. The valuation whereof @ Rs.25,000/- M<sup>2</sup> of the land area works out to be Rs..... on addition of ...% extra of being situated on road .... Mtr wide. The valuation of the proportionate land works out to Rs...../-

Now on adding the valuation of the built up area and the proportionate land area the total valuation of the Flat is hereby transferred works out to Rs.\_\_\_\_\_. The Flat being situated on ..... Floor, therefore, on availing a discount of % . The total valuation of the Flat is hereby transferred works out Rs..... The sale consideration of the property is Rs..... Thus the valuation/sale consideration is the highest value for the purpose of payment on stamp duty on which a sum of Rs. .... has been paid by the Purchaser as stamp duty.

#### **SCHEDULE OF PROPERTY**

Flat No. .... situated on ... floor of Tower No. ... .. at Group Housing Plot No. 9D/GH-1, Vrindavan Housing Scheme, Lucknow along with proportionate and undivided interest in ..... M land underneath and appurtenant to the Complex more specifically demarcated in the plan bounded as under:

EAST -

WEST -

NORTH -

SOUTH-

In witness whereof, the Sellers have put their respective signatures and executed this deed of transfer the purchaser on the day, month & year first above written.

Witnesses: -

1.

SELLERS

2.

PURCHASER

Drafted by :-

Typed by :-

