

SALE DEED

This stamp paper is an integral part of Sale Deed executed on 99 day of MONTH, 2019 at Prayagraj.

Between

M/s Amit Goel, a Individual, having his registered office at 300, Colonelganj, Prayagraj hereinafter referred to as the "Vendor" which expression shall, unless repugnant to the context or specifically exempted be deemed to include his successors and permitted assigns) of the one part

AND

Mrs. XYZ

W/o Mr. XYZ &

Mr. XYZ

S/o Late XYZ

R/o 99, GOOD Road,

Near Landmark

Prayagraj (UP.) 211002

(Hereinafter referred to as the 'Purchaser') which expression shall include their respective legal heirs, successors, executors, permitted transferees, permitted assigns and authorized signatory) of the other part for Flat No X-001 of 1BHK on Nth Floor having Carpet Area 22.78 Sq. Meter (approximately) in the proposed Group Housing Residential Complex named as "**Pushp Niketan**" situated at Sulem Sarai & Harwara, Prayagraj.

Authorised Signatory

(Party)

SALE DEED

By and Between

Amit Goel , an individual, having his registered office at 300, Colonelganj, Prayagraj 211002 - UP (PAN ACUPG1014A), Amit Goel hereinafter referred to as the "Vendor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Vendor and its successor-in-interest, and permitted assigns)

[AND]

Mrs. xyz (Aadhar No. 0000 0000 0000) (PAN- AAAAAAAAAA) W/o Mr. XYZ aged about 00 Years & Mr. xyz (Aadhar No. 0000 0000 0000) (PAN- AAAAAAAAAA) S/o Late XYZ aged about 00 Years both residence of XYZ, GOOD Road, Near LANDMARK, Prayagraj (U.P.)-211002 hereinafter called the **"Purchaser"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Purchaser and his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Vendor and Purchaser shall hereinafter collectively be referred to as the **"Parties"** and individually as a "Party".

INTERPRETATIONS\DEFINITIONS:

For the purpose of this Sale-deed, unless the context otherwise requires, -

a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)

b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority.

c) "Applicable Laws" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, UP Urban Building Act 1972, UP Municipality Act 1916, Urban Land Ceiling Act 1976, the Uttar Pradesh Municipal Corporation Act, 1959, Uttar Pradesh Building bye laws, UP. Urban and Development Act, 1973, The UP. (regulations of building operations) act, 1958, building bye laws, the Uttar Pradesh Apartment (promotion of construction, ownership and Maintenance) Act, 2010, Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement applicable to the development\construction\sale of the Project.

d) **"Approved Plans"** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said project is to be developed along with any/all variations/ amendments/ changes to be made by the Vendor as per the applicable laws and provisions of the Act and rules and regulations thereon.

e) **"Carpet Area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant the net usable floor area of an apartment, meant for the exclusive use of the Purchaser(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser(s);

f) **"Completion Certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the

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(Party)

competent authority under the local laws, including the right of completion accruing to the Vendor as per the Section 4(5) of The Uttar Pradesh Apartment Promotion Of Construction, Ownership And Maintenance Act, 2010 as deemed completion.

g) **“Common Areas and Facilities of the Project”** shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project and more particularly described in **Schedule F** attached hereto.

h) **“Government”** means the Government of Uttar Pradesh;

i) **“Association of Purchasers (AOA)”** shall mean and include the Maintenance Society/Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, that may be formed as per requirement of clause (e) of sub section (4) of section 11 of the Act.

j) **“Maintenance Agency”** shall mean a company, firm, Association or body or such other persons as may be appointed by the Vendor or the Association of Purchaser(s) for the purpose of maintenance of the said project.

k) **“Project”** shall mean and include the multi-storied building having Ground + 4 Floors constructed over Arazi No. 482 and 483 in village Pipal Gaon, Pargana & Tehsil - Sadar, District – Allahabad. Uttar Pradesh along with all the units, shops, parking spaces, common areas and facilities, limited common areas and facilities, open spaces etc. and all that is constructed and there about lying upon the land and collectively named as **‘Pushp Niketan’**

l) **“Rules”** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;

m) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;

n) **“Section”** means a section of the Act.

WHEREAS:

A. The Vendor Purchased Piece of Land admeasuring 9170 sq. meters of Arazi No. 482 and 483 in village Pipal Gaon, Pargana & Tehsil - Sadar, District - Allahabad vide sale deed dated 11.09.2019 regd. in the office of Sub-Registrar, Sadar-1st Allahabad in Bahi No.1 Jild No. 5903 at Pages 151 to 172 at Sl.No. 6230 regd. on 11.09.2019. **multistoried apartment buildings** containing 556 **apartments and 5 Plots** and the said project was named **‘Pushp Niketan’** (“project”);

C. The Vendor is fully competent to execute this Sale Deed and all the legal formalities with respect to the right, title and interest of the Vendor with regard to the said Flat is being sold;

D. The Prayagraj Development Authority formerly known as Allahabad Development Authority has granted the Anumati Patra to develop the project vide approval dated 17.10.2019 bearing **Permit No. 02/Pra. Aa.(Ta. Sa.)/Zone - 1 & 2/PMAY/2018-19;**

E. The Vendor has obtained the, sanctioned plan & specifications and all necessary approvals for the Project and also for the apartment, as the case may be, from Prayagraj Development Authority, Prayagraj The Vendor has got/Applied the completion certificate from the Prayagraj Development Authority on date.....

F. The Vendor got the Project Registered under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on {DATE} 00.00.0000 under registration No. UPRERAPRX000000.;

G. The Purchaser through Agreement to sale dated xxxxxx had applied for a Flat in the Project and has been allotted Flat No. X-001 having carpet area of 22.78 Sq.Meters.), Type 1BHK , on (LEVEL) floor in Block No X along with One parking admeasuring approximately 00.00 square meters (000.00 Square Ft) in the location to be finalized by Vendor at the time of issuance of

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possession letter, as permissible under the applicable law and of pro rata share in the common areas (**Common Areas**) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and in Schedule F and deed of declaration submitted before the concerned authority (hereinafter referred to as the "**Apartment/Unit**" more particularly described in **Schedule-X** and the floor plan of the apartment is annexed hereto and marked as **Schedule-Y**);

H. The Parties have gone through all the terms and conditions set out in this Sale Deed and understood the mutual rights and obligations detailed herein;

I. The Parties hereby confirm that they are signing this SaleDeed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

J. In accordance with the terms and conditions set out in this Sale Deed and as mutually agreed upon by and between the Parties, the Vendor hereby sell and the Purchaser hereby purchase the Apartment and the parking (if applicable) as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS

1.1.1. Subject to the terms and conditions as detailed in this Sale Deed, the Vendor sell to the Purchaser and the Purchaser hereby agrees to purchase the Apartments specified in para G.

1.1.2. Both the parties confirm that they have read and understood the provisions of section -14 of the act.

1.2. The Total price for the Apartment based on the carpet area is Rs.41,60,000/- (Rupees Forty One Lakh Sixty Thousand Only) ('Total Price') (Give breakup and description):

Block No : X Flat No. : X-001 Type : 1BHK Floor (LEVEL) Carpet Area :22.78 Sq. Meter	Rate of Apartment* Rs. XXXXXXX per Square Meter/(Rs yyyyyy.yy Per Sq. Ft)*
Total Price (in rupees) including IFMS/ Maintenance Charges & Duties Taxes	Rupees xyz Only

The Breakup of the above price is as under:

Particulars	Amount
Cost of the apartment including Cost of common areas	Rs.XXXXXX.XX
Unit Price	Rs 0000000
IFMS/Maintenance Charges	Rs.000000

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Duties and Taxes	Rs. 000000
Total Price	Rs.000000

"IFMS/Maintenance charges are not part of sale consideration.

(i) The Total Price of Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications provided within the Apartment and the Project.

1.3 All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to this Sale Deed are paid by the Purchaser.

1.4 Subject to Para 9.3 the Vendor agrees and acknowledges that, the Purchaser shall have the right to the Apartment as mentioned below:

(i) The Purchaser shall have exclusive ownership of the Apartment.

(ii) The Purchaser shall also have undivided proportionate share in common areas. Since the share/interest of Purchaser in common areas is undivided and cannot be divided or separated, the Purchaser shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them.

(iii) That the computation of price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges (as per para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the project.

1.5 It is made clear by the Vendor and the Purchaser agrees that the Apartment along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Purchaser of the Project.

1.6 The Vendor agrees to pay all outgoing before transferring the physical possession of the apartment to the Purchaser, which it has collected from the Purchasers, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendor fails to pay all or any of the outgoing collected by it from the Purchaser or any liabilities, mortgage loan and interest thereon before transferring the apartment to the Purchaser, the Vendor agrees to be liable, even after the transfer of the property to pay such outgoing and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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1.7 The Purchaser has paid the entire sale consideration Rs.0,00,000 (Rupees xxxxxx Only) which the Vendor hereby acknowledges.

2. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows.

- (1) The Vendor has absolute, clear and marketable title with respect to the said Flat and absolute, actual, physical and legal possession of the said Flat.
- (2) There are no encumbrances upon the said Flat of the project;
- (3) **There are no litigations pending before any court of law or Authority with** respect to the said Flat, Project or the Apartment;
- (4) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with at applicable law in relation to the project, said land, Building and Apartment and Common Areas.
- (5) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Sale-deed.
- (6) The Vendor handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the association of the Purchasers.
- (7) The schedule property 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 schedule property.
- (8) The Vendor has duly paid and shall continue to pay and discharge all government 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 their competent authorities till the completion certificate has been issued and possession of Apartment along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchasers and the association of Purchaser.
- (9) 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 property) has been received by or served upon the Vendor in respect of the said project.

3. MAINTAINANCE OF THE SAID BUILDING/ APARTMENT/PROJECT:

The Vendor shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the Purchasers upon the issuance of the completion certificate or deemed completion of the project. The cost of such maintenance for I (one) year from the date of completion certificate or deemed completion has been included in the total price of the Apartment.

However, if the association of Purchasers is not formed within one year of completion certificate or from the date of deemed completion the Vendor will be entitled to collect from the Puchasers Purchasers amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of maintenance for next I year and so on. The Vendor will pay the balance amount available with him against the maintenance charges to association of Purchasers once it is formed.

4. DEFECT

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It Is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Vendors as per the agreement for sale/lease relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Purchasers from the date of handing over possession, it shall be the duty of the Vendor to rectify such defect without further charge, within thirty days, and in the event of Vendor failure to rectify such defect within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the act.

However, in case any damage to the unit is caused by the Purchasers and/or any reasonable wear and tear and/or and/ or improper maintenance and undue negligence on the part of the Purchasers/AOA and/or any damaged caused due to force majeure shall not be covered under defect liability period.

5. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Vendor/maintenance agency/association of Purchasers shall have rights of unrestricted access of all common areas, covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

6. USAGE:

Use of basement and service areas: The basement(s) and service areas, if any, as located within “**Pushp Niketan**” shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchasrs formed by the Purchasers for rendering maintenance services.

7. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 7.1 Subject to Para 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Apartment and keep the Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and maintainable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 7.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign - board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The Purchaser shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the apartment or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the building and the Vendor/AOA shall be entitled to remove the same without giving any notice to the Purchaser and to take them in its custody at the cost, risk and responsibility of the Purchaser. The Vendor/AOA shall have the authority to dispose off the same without any notice or accountability to Purchaser and no claim of any sort whatsoever shall be made by the Purchaser against the Vendor in respect of such goods/things. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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- 7.3 The Project shall always be known as “**Pushp Niketan**” and this name shall never be changed by the Purchaser or anybody else.
- 7.4 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and there after the association of Purchasers and /or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- 7.5 The Purchaser understands and agrees that all fixture and fitting including air conditioners, coolers etc. shall be installed by him at the place earmarked or approved by the Vendor/ Association of Purchasers and nowhere else. Non-observance of the provisions of this clause shall entitle the Vendor or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Purchaser(s).
- 7.6. The Purchaser understands and agrees that the said ownership rights in the unit shall be sold to the Purchaser only for the specified purpose of being used as residential flat subject to the specific condition that the Purchaser shall have no right to use the unit for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Purchaser has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition the Vendor/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Purchaser and the right to take such other action or seek such other legal remedy as the Vendor/AOA may decide for restraining the Purchaser from making a use prohibited by this Sale-Deed.
- 7.7 The Purchaser shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area I Common Parts/ Facility in the Building.
- 7.8 The Purchaser shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Building or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- 7.9 The Purchaser shall not at any time demolish the structure of the said unit or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said unit or any part thereof. The Purchaser may, however, make suitable changes in the said unit and other internal alterations and additions as per the terms of this Sale Deed or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said unit & architectural aspect thereof but only with the prior approval/consent of the Vendor/AOA in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Purchaser shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/permission on payment of fee, tax, etc.
- 7.10 That the Purchaser shall carry out day-to-day maintenance of the said unit and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said unit at its own costs without affecting and disturbing other unit holders.
- 7.11 The Purchaser shall comply with and carryout all the required requisitions, demands and repairs which. are required by any Development Authority/Municipal Authority/Government or any other Competent Authority including Maintenance Agency in respect of the said unit, at his own cost and keep the Vendor indemnified, secured and

harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.

- 7.12 The Purchaser agrees and undertakes that he/she shall join Association of Purchasers as may be formed by the Vendor on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 7.13 The Purchaser(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Purchaser(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Purchaser(s) in proportion to the Carpet Area of Unit. If the Vendor/AOA has to pay the aforesaid amounts on the behalf of the Purchaser(s), the Purchaser(s) shall be liable to reimburse the same to the Vendor/AOA within 15 days from the date of notice in this regard from the Vendor/ADA, failing which the Vendor/ADA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Vendor/ADA paid the said amounts to the concerned authorities and ending on the date on which the Purchaser(s) pays the said amounts to the Vendor/ADA. All taxes charges, cesses, levies etc shall be payable by the Purchaser even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said unit and such demands shall be treated as unpaid consideration of said unit and the Vendor shall have first charge/ lien on said Apartment for recovery of such demands from the Purchaser.
- 7.14 The Purchaser undertakes not to sub-divide the said unit, agreed to be sold to him/her. The Purchaser further undertakes that in case it transfers its right and interests in the said unit, in favour of any person/Vendor by way of sale, mortgage, tenancy, license, gift or in any other manner, such person I Vendor so inducted by the Purchaser shall also be bound by the terms and conditions of this Sale Deed.
- 7.15 The Purchaser understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the Purchaser shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall be paid by Purchaser in proportion to the carpet area. Such apportionment shall be made by the Vendor/AOA and the same shall be conclusive, final and binding upon the Purchaser and the Purchaser shall promptly pay such proportionate amount of tax.
- 7.16 The Purchaser understands that the project comprises of open and covered parking spaces spread across the Project. For day today comfort of all residents the Vendor has earmarked parking space for the exclusive use of each unit. Further, the Purchaser understands and agrees that every Purchaser will be entitled to one parking duly earmarked, which shall be allotted free of cost. On request of Purchaser additional parking may be allotted to him by charging additional cost. The Purchaser shall not use the Parking space for any other purpose. The Purchaser agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Flat. The Purchaser agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said unit under any of the provisions of this Sale Deed.
- 7.17 Electricity Connection:**
- i. That the Purchaser shall be required to get and maintain separate electric connection for the said premises in his own name from Electric Department and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Vendor if the same is paid by the Vendor. The Purchaser shall be entitled to avail and get electric connection from Electric

Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Vendor by him.

- ii. The Purchaser will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/service of the Project. The Purchaser shall plan and distribute its electrical load in conformity with the electrical system installed by the Vendor.
 - iii. Electric charges for the separate meter installed for common facility like lift, tube well, parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Purchaser in proportion to the area of the Said Premises as per demand by the Vendor /AOA.
- 7.18 The Purchaser understands and agrees that in the event of paucity or non-availability of any material and/or brand the Vendor may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Vendor shall not be held liable in any manner whatsoever for the same.

8. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010).

The Vendor has assured the Purchasers that the Project in its entirety is in accordance with provisions of the U. P Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010. The Vendor showing compliance of various laws/regulations as applicable in Uttar Pradesh.

9. PROVISIONS OF THIS SALE DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising here under in respect of Apartment and the project shall equally be applicable to and enforceable against and by any subsequent Purchasers of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

10. VALUATION FOR STAMP DUTY

That this Sale-deed is for a total sale consideration of Rs. XXXXXXXX.XX which the stamp duty of Rs.XXXXXXXX is payable, which shall be paid by the Purchaser at the time of Registration of this deed. Further it is clarified that IFMS/Maintenance charges amounting to Rs.XXXXX/- are not part of sale consideration.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sale Deed at Prayagraj in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendor

(1) Signature:

Sd./-illegible

(Authorised Signatory)

Name

Amit Goel

Address

300, Colonelganj, Prayagraj.

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser: (Including joint buyers)

(1) Signature

Please affix
photograph
and sign
across the
photograph

Authorised Signatory

(Party)

Name: XXXXXXXXXXXXX
 Address: XXXXXXXXXXXXX,
 Prayagraj(U.P.)- 000 000

(2) Signature _____
 Name XXXXXXXXXXXXX
 Address XXXXXXXXXXXXX,
 Prayagraj (U.P.)- 000 000

Please affix
 photograph
 and sign
 across the
 photograph

Address:

At Prayagraj on Nth day of MONTH, 2019 in the presence of:

WITNESSES:

Signature:

Sd./-illegible

Sd./-illegible

(1) Name: XXXXXXXX

(2) Name : XXXXXXXX

Address: XXXXXXXXX

Address: XXXXXXXXXXXXXXXX.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX,

XXXXXXXXXXXXXXXXXXXXXXXXXXXX,

Prayagraj – 000 000

Prayagraj – 000 000

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

FLAT NO.: X-001

BLOCK: X

TYPE: 1BHK

CARPET AREA : 22.78 Sq. Meter.

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(Party)

BUILT UP AREA (FAR): xxxxx Sq. Meter/xxxxx Sq Ft.

Boundaries

North : Open to road side.

South : Lobby, Fire escape stair case & open to sky area.

East : Flat No. X-1002

West : Flat No. Y-1002

Authorised Signatory

(Party)