

Calculation of Stamp Duty

V Code	:	0222
Nature of Property	:	Residential Flat
Property Detail	:	Flat No. _____ on _____ Floor, City Grace, situated at City Apartments, Block-mn, Part of Plot No.GH- 6, Sector-6, Aditya World City, Ghaziabad, Uttar Pradesh– 201002.
Carpet Area of the Flat	:	_____Sq. Mtr. (_____ Sq. Ft.)
Parking Facility	:	_____ Unreserved Open Parking _____ Covered Parking
Govt. Circle Rate (Land + Construction)	:	_____ Per Sq. Mtr.
Rebate as Per Floor	:	_____%
Maximum % age for increase	:	_____%
in Circle Rate for Car Parking Facility & Other Facilities (As Per Circle Rate List)		
Value of Flat (According to the Present Govt. Circle Rate)	:	Rs. _____/-
Sale Consideration	:	Rs. _____/-
Stamp Duty	:	Rs. _____/-

The Vendee has paid the requisite Stamp Duty on the Sale Consideration or Circle Rate Valuation, whichever is higher.

SALE DEED

STAMP DUTY @ 7% AS PER NOTIFICATION ORDER NO. S.V.K.N.-5-2756/11-2008-500(165)/2007, LUCKNOW DT. 30.06.2008 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG-5.

THIS SALE DEED is executed at Ghaziabad on this ____ day of _____, _____ between :

M/s AGARWAL ASSOCIATES (PROMOTERS) LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 10, New Rajdhani Enclave, Vikas Marg, Delhi – 110092 through its Authorized Signatory, Mr. _____ S/o Mr. _____ (hereinafter referred to as the **“VENDOR”** or the **“FIRST PARTY”**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **(PAN OF VENDOR/FIRST PARTY : AAACA2789D)**.

AND

Mr. _____ S/o Mr. _____
R/o _____ &
Mrs. _____ W/o Mr. _____
R/o _____,
(Hereinafter collectively referred to as the **“VENDEE”** or the **“SECOND PARTY”**), which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his/her/their heirs, executors, permitted assignees, administrators, legal representatives, nominees and successors etc.) **(PAN OF VENDEE/SECOND PARTY : _____ & _____)**

WHEREAS, the Vendor has acquired and sufficiently entitled to ownership in the Plot of land bearing No. GH-6, Sector-6, Aditya World City, Ghaziabad (U.P.) by virtue of Sale Deeds bearing registration no. 1131 dated 25-02-2011, 1123 dated 25-02-2011, 2917 dated 16-05-2011, 3479 dated 09-06-2011, 3745 dated 20-06-2011, 1121 dated 25-02-2011, 2919 dated 16-05-2011, 7827 dated 27-08-2012, 4546 dated 25-07-2011 and 4547 dated 25-07-2011, all Registered in the Office of Sub Registrar-1, Ghaziabad, UP., which is bounded as under:

NORTH	:	Road
EAST	:	Road
WEST	:	Other Project
SOUTH	:	Other Project (Urban Homes)

(Here-in-after referred to as the 'Said Plot').

AND WHEREAS, the First Party has developed the Phase, **“City Grace”** in Block-mn in City Apartments situated at undivided proportionate land admeasuring 7,352.08 Sq. Mtr., being part of the above said Plot No. GH-6, Sector-6, Aditya World City, Ghaziabad (U.P.). The above Said Phase is comprising of various residential Units. The said phase has been developed after the sanction of building plans approved by the Competent Authority.

AND WHEREAS, the Second Party had applied for purchase of One Residential Built Up Flat bearing No._____ Type-_____, Block-mn on _____ Floor (Without Roof Rights), having Carpet Area of _____ Sq. Mtr. (_____Sq. Ft.) (as per definition provided under RERA Act) (Flat As Per the Map Attached), here-in-after referred to as **“Said Flat”** situated in the above said Phase along with right to use all common areas and facilities in consonance with the other allottees/occupants, as per Law.

AND WHEREAS, the Vendee declares that neither he/she has any objection nor would raise any objection against the Vendor for constructing or continuing with the construction of the other phases/blocks/flats situated at the above said plot.

AND WHEREAS, the above said Phase is Complete and the Competent Authority has granted the Completion Certificate vide its letter no.

_____ Dated _____.

And Whereas the VENDEE has agreed to purchase and the VENDOR has agreed to sell the Said Flat to the VENDEE, on the agreed terms and conditions recorded here-in.

AND WHEREAS, the VENDOR and the VENDEE herein unequivocally and specifically agree and confirm that the covenants of the Agreement For Sale shall be read as part and parcel of the terms of this Sale Deed, which are not reproduced herein to avoid repetition and for the sake of brevity. However, in case any of the terms and conditions of the previously executed documents between the VENDOR and the VENDEE including Agreement For Sale are found contrary, repugnant or contradictory to any of the covenants of the terms and conditions of this deed, the covenants of this Sale Deed shall prevail in such an event.

AND WHEREAS, the VENDOR assures the VENDEE that the Said Flat is free from any prior sale, gifts, litigation, disputes, stay orders, attachments, notifications and acquisitions. The Vendee shall remain solely liable for repayment of the loans/finances or charge created by him, if any, on the Said Flat sold under these present.

AND WHEREAS the VENDEE has already inspected, compared all the relevant documents concerning the Said Flat/Said Plot and also verified the title and competence of the VENDOR to sell the Said Flat to the VENDEE.

AND WHEREAS the VENDEE hereby accord and confirms his satisfaction regarding the Said Flat being sold to him/her in all respects including but not limited to the title/ownership of the VENDOR, quality, size, dimensions, area, design, nature of construction, fittings and fixtures, surroundings, time & manner of offer of possession, possession etc. of the Said Flat and that he/she confirms that he/she shall not raise any sort of objection of any nature on any ground in future in this regard under any circumstances as he/she does not have any objection at the time of execution of this Sale Deed.

AND WHEREAS the VENDEE hereby acknowledges that he/she has physically visited the Said Flat and is satisfied in all respects and on his own accord and discretion, decided to execute this Sale Deed in respect of the Said Flat after arranging the requisite stamp papers and the Vendor, inter alia, at the request of the VENDEE is executing the present Sale Deed.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER :

1. That, the VENDOR hereby sells and the VENDEE hereby purchases the Said Flat without roof rights along with undivided, proportionate ownership share in the land underneath the building where upon the Said Flat is built up for a sale consideration of Rs. _____/- (Rupees _____Only).
The VENDEE had paid the sale consideration to the VENDOR and the VENDOR had issued the receipts thereof and hereby acknowledges the same. The Sale Consideration does not include GST, Interest Free Maintenance Security, Sinking Fund.
2. That, the Vendee will have the right to use common areas by sharing with other occupants/vendees in the building such as staircases/ corridors/passages/facilities/lifts/entrance/exits of the building, roads & other common areas without causing any hindrance to other occupants/their visitors.
3. That, the Vendee hereby agrees to observe, perform and bound by all the terms and conditions contained herein and as well as those contained in the Maintenance Agreement, Electricity Agreement and such other documents executed/to be executed by and between the Vendee and the Vendor/its Nominated agency, which shall be read as part and parcel of this Sale Deed.
4. That, the regular electricity, sewer, maintenance, power back up charges and other utility charges etc. shall be borne and payable from time to time by the VENDEE to the service providing agency nominated by the VENDOR together with the applicable taxes etc. through the prepaid meter system.
5. That, this sale deed is confined to sale of the Said Flat only. All other unsold flats / saleable units / areas /facilities etc., which are not specifically allotted to the Vendee are excluded from the scope of this Sale Deed.

6. That, the Stamp Duty and Registration Charges applicable to the present Sale Deed have been paid by the VENDEE and the VENDEE shall be solely responsible and liable for any further charges, demands, deficit stamp duty, liabilities, penalties or any other consequence on that account.
7. That, the VENDEE undertakes to pay all requisite Charges including but not limited to Cess, Property Tax and any other taxes etc. in respect of the Said Flat levied by Central or State Government, Ghaziabad Development Authority and Municipal/Civic Authorities. Further, the VENDEE jointly with other VENDEES in the project and severally be liable to make payment of Property Tax for Common Areas of the project also, as & when demand arises.
8. That, if due to any subsequent change in legislation/Government orders/ Notifications, directives, guidelines, Building byelaws or change/ amendments, any additional measures or any other facilities/ equipments/ machinery are required to be installed, undertaken or provided concerning the Said Flat/Said Project/Said Plot, the VENDEE as well as the other occupants would be solely/jointly and/or severally liable for the same at their own costs, initiatives and expenses. However, in the event, any such liability is fastened on the VENDOR/Association of Apartment Owners (AOA) for any reasons or by operation of any Law or Rules, the same shall be reimbursed by the VENDEE within 15 days of receipt of demand Notice or intimation from the VENDOR/AOA in that regard on pro rata basis, as may be determined by the VENDOR/AOA, as the case may be.
9. That, the VENDEE has compared and got examined the existing construction of the Said Flat with the terms & conditions and plans agreed between the Vendor and Vendee in respect of the Said Flat and found the same in order. The VENDEE has also personally visited and physically inspected the site and satisfied with the facilities/amenities available in the said project. The VENDEE has also accorded and confirmed his satisfaction regarding the Said Flat being sold to him/her in all respects including but not limited to the title/ownership of the VENDOR, quality, size, dimensions, area, design, nature of construction, fittings and fixtures, surroundings, time & manner of offer of possession, possession etc. of the Said Flat and that he/she has confirmed that he/she shall not raise any sort of objection of any nature on any ground in future in this regard under any circumstances as he/she does not have any objection at the time of execution of this Sale Deed. Upon being satisfied regarding all respects, the VENDEE hereby accords his/her satisfaction to the same. The VENDEE has taken the peaceful physical possession of the

Said Flat and further undertakes not to dispute this possession at any subsequent stage.

10. That, the Vendor may obtain approval/revalidation/re-sanction of the building plans/maps from the competent authorities for further development in the other phases situated/proposed in the Said Plot as per its own discretion for which the Vendee will not have any objection and Vendee hereby specifically and expressly consents thereto and expressly states that no further consent would be required from him by the Vendor or its assignee or nominee in future.
11. That, upon execution of this Sale Deed, the VENDEE hereby agrees and undertakes not to create any obstruction or hindrance in the ongoing or subsequent construction being carried on or to be carried on by the Vendor/Vendor's Assignee or its nominee or transferee on any area outside the Said Flat.
12. That, the Vendee has understood that the common areas and facilities in the above said Phase are meant for the use and enjoyment of all the allottees, including the other Phases of the Project and thus he/she undertakes not to encroach upon any of the common areas and facilities, in any manner whatsoever and declares that he/she shall have no right to use the facilities and services not specifically permitted to be used by the Vendee as per this Deed.
13. That, all unauthorized encroachments or temporary/permanent constructions carried out in the Said Flat/any common area by the Vendee shall liable to be removed at his/her/their cost by the Vendor and/or by the Maintenance Agency/Association of Flat Owners, as the case may be.
14. That, any transfer, sale, assignment or otherwise parting with the possession of the Said Flat by the VENDEE, will attract payment of the then prevailing administrative charges, and the No Objection Certificate (NOC) from the VENDOR/Maintenance Agency/Service Providing Agency, in addition to payment of due charges as on that date to the Vendor or its Maintenance Agency. Whenever the title of the Vendee in the Said Flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale Deed, and all other documents executed between the vendor and the Vendee and the transferee will be answerable in all respects in respect of those documents as the same relate to the Said Flat.

15. That, the Vendee shall not raise any construction temporary or permanent or make any alteration or addition or sub-divide in the Said Flat or amalgamate the Said Flat with any other flat. The Vendee shall not demolish or cause to be demolished any structure of the Said Flat or any portion thereof and shall also not make or cause to be made any structural additions or alterations or damage of any nature whatsoever in the same or in any part thereof in view of structural safety of the Building. That the Vendee shall not remove the floor, roof, column and any walls of the Said Flat and the structure of the same shall remain integral and common with the Flats above, adjoining and below it. No construction or alteration of any kind will be allowed on exclusively attached open areas, if any to the Said Flat.
16. That, the Said Flat is restricted to residential use and the VENDEE is bound to use the Said Flat for the purpose intended and in accordance with applicable building bye-laws. The VENDEE shall not use the Said Flat or permit it to be used for purpose other than residential.
17. That, it shall be the sole obligation of the VENDEE to get his/her respective flat including valuables lying therein comprehensively insured against fire, earthquake, riots and civil commotion, militant acts, etc. at his/her own initiative, cost and expenses. In addition, the VENDEE jointly with other VENDEES in the project and severally be liable to obtain comprehensive Insurance Policy to cover all probable risks to the common areas of the project.
18. That the Vendee shall be liable to pay Maintenance Charges, Electricity Charges and Power Back up Consumption Charges and other utility charges regularly at the rates prescribed by the Maintenance Agency/Vendor's Nominee/AOA, as the case may be from time to time, failing which supply of Electricity, Power Backup, Maintenance Services can be discontinued. Apart from the discontinuance of services qua the Vendee, the Vendee will be liable to pay applicable interest on delayed payments of above said charges.
19. That the VENDEE shall be responsible and liable to pay, the charges regularly to the Service Providing Agency(ies)/Government Agency(ies) for civic facilities & amenities available in and/or around the Said Flat and for the Maintenance Services being provided by the Service Providing Agency(ies)/Government Agency(ies) around the Said Plot/Project at the rates fixed by the said Service Providing Agency(ies)/Government Agency(ies), as the case may be, from time to

time. The VENDEE is aware that the said all civic facilities/amenities/services as provided by the said agencies are based upon the supply made available by the Government Agency(ies) or otherwise available at the site.

20. That, the Vendee shall maintain the Said Flat including Walls and Partitions, sewers, drains, pipes etc. in good tenantable repairs, state, order and condition in which it is delivered to them and in particular so as to support, shelter and protect the other parts of the building. Further, he will allow the Maintenance Agency and their employees/project maintenance teams access to and through the Said Flat in order to inspect the site and to carry out repair work in common areas from time to time and at all reasonable times of the day and also for maintenance of water tanks, plumbing, electricity and other items of common interest etc. Further, the Vendee will neither himself do nor permit anything to be done which damages any part of the adjacent flats/flats situated below and above the said flat etc. or violates the rules or bye-laws of the Local Authorities or the Association of Flat Owners. The Vendee will give notice of the provisions of this clause to his/her/their tenants also.
21. That, it shall be incumbent on each Vendee to form and join an Association of Flat Owners comprising of all the Vendees for the purpose of management and maintenance of the entire project situated at the above said plot. The Vendee hereby specifically agrees to constitute, join and participate in such Association of Flat/Apartment Owners. After takeover of management and maintenance of the Said Project/Said Phase by the Association of Flat Owners, such Association will be entitled & responsible for the management and maintenance and would also be entitled & responsible for deciding the manner and mode of collection of maintenance charges and utility charges for providing all sorts of maintenance and power back up services, as the case may be. However, the Vendor's nominated maintenance agency will be entitled to charge/revise the maintenance charges for providing maintenance services outside said plot but within the Township even after the above said takeover. Since, M/s. Hindustan Infrapower Private Limited has been sanctioned single point electricity connection for the township, therefore, the electricity charges will always be collected through prepaid meters by such company, authorized to distribute electricity in the township.
22. That, M/s. Hindustan Infrapower Private Limited has already taken single point electricity connection from Uttar Pradesh Power Corporation Limited (UPPCL)/Paschimanchal Vidhyut Vitran Nigam Limited

(PVVNL) for its onward supply to various consumers/users in the project. However, due to any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the government/court/act etc., the entire cost of such conversion shall be borne by the AOA/all Vendees in proportion to the contracted load allotted to each Vendee in the project. This is also to state that the above said change will be carried out only after all the Vendees of the project/AOA have respectively contributed towards the proportionate estimated cost/estimate cost of conversion, as the case may be. If such conversion happens, the Promoter/its nominated agency will not be liable to refund any amount received from the Vendees of the project for providing electricity infrastructure and connection out of existing single point electricity connection.

23. That, it has been agreed amongst the parties that the segregation & safely disposal of the household waste/garbage/unwanted material/byproducts/out of the use products, generated from the use and occupation of the Said Flat on day to day basis up to the depots/bins, shall be the exclusive responsibility of the VENDEE/AOA at his/her/their own efforts and expenses. The VENDEE/AOA shall also be remained bound by the Government Rules & Notifications in this regard.
24. That, the VENDEE and VENDOR have further agreed that the Interest Free Maintenance Security lying with the VENDOR's Nominated Maintenance Agency shall be retained by its Maintenance Agency to ensure timely payment of the maintenance charges by the VENDEE/subsequent buyers of the Said Flat/AOA. In addition, if the recurring maintenance charges are not paid by the VENDEE within the stipulated period, in that eventuality, its Maintenance Agency would have a right to recover the overdue charges together with interest as mentioned above on delayed amount from the VENDEE or his/her successor from the amount of IFMS and/or through the process of Law with litigation expenses and its Maintenance Agency would have the first charge over the Said Flat to the extent of such overdue amount.
25. That, all letters, circulars and notices issued by the VENDOR shall be dispatched to the First Named VENDEE at the address of the Said Flat through courier/speed post/registered post/by hand/email and the proof of dispatch/by hand delivery shall be the sufficient evidence of service on the VENDEE and shall fully and effectually discharge the VENDOR from the burden of service of such communication. However, the VENDEE shall send all correspondence, notices, etc. to the VENDOR at

the Registered Office of the VENDOR through Regd. Post/Speed Post/by hand/email.

26. That, the VENDOR/AOA shall have the right to recover any increased amount of compensation/cost payable to the Ghaziabad Development Authority or any other authorities and/or farmers/ land owners on account of decisions of the competent courts/ tribunals/government for the land acquired/resumed and transferred to the VENDOR by the Ghaziabad Development Authority or any other authorities or purchased by the Vendor from the farmers and the same shall be recoverable from the VENDEE on pro-rata basis as and when intimated to them. Alongwith the above, the cost of litigation incurred by the VENDOR/AOA and/or the Ghaziabad Development Authority in this regard shall also be recovered from the VENDEE.
27. That, in case of any major city level infrastructure facilities such as embankment, ring road, flyover, metro, etc. is provided by the Ghaziabad Development Authority, U.P. State Electricity Board or any other authority(ies) of the State Government/Central Government, consequent to which the Said Plot/Flat will be directly or indirectly benefitted and infrastructure charges are levied on the VENDOR/AOA, the VENDEE shall pay/reimburse on demand, the proportionate charges of such infrastructure on pro-rata basis to the VENDOR/AOA, if so imposed by the competent Government Authority, as and when called upon by the VENDOR/AOA.
28. That, both the parties shall abide by all laws, bylaws, rules and regulations of the Ghaziabad Development Authority/ local bodies and the law of the land, as may be applicable to the respective party and the concerned party shall also be responsible for all deviations, violations or breach of any of the conditions of prevailing laws, bylaws, rules and regulations.
29. That, both parties have executed this Sale Deed after having acquired full knowledge of all the laws and notifications and rules applicable to the Said Flat. The deed of declaration dated _____ filed with the Ghaziabad Development Authority, Ghaziabad has already been made available to the Vendee prior to the execution of this Sale Deed.

30. That, the VENDEE hereby indemnifies and hold harmless the VENDOR against all or any losses suffered or likely to be suffered by the VENDOR due to illegal act or omission of the VENDEE or the occupant of the Said Flat, which is forbidden in law or otherwise attracts penal provisions of law or creates any liability qua the third parties or effects the legal rights of the VENDOR in any manner.
31. That, the VENDEE will enjoy the Said Flat in peace and harmony with the occupants/owners of the other flats built up on the Said Plot.
32. That, the VENDEE has understood and agreed that inaction on the part of the VENDOR to enforce at any time or for any period or time, the provisions hereof shall not be construed to be waiver of any provision or right thereof to enforce each and every provision in general.
33. That, if any provision of this Sale Deed shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to have been amended or deleted in so far as reasonably consistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable laws but this Sale Deed with remaining provisions shall still remain valid, binding and enforceable.
34. That, both parties hereby declare that they have no claim of whatsoever nature against each other upon execution of this Sale Deed, except as envisaged in the present Sale Deed.
35. That, any dispute arising out of this Sale Deed, the construction of any provision of this Sale Deed or the rights, duties, obligations or liabilities of the parties hereto, shall be referred to the decision of a Sole Arbitrator, to be appointed by the Managing Director/any of the directors of the Vendor. The arbitration proceedings shall be governed by the prevailing rules and provision of Arbitration and Conciliation Act, 1996 including any amendment/modification thereof. The venue of arbitration shall be at Delhi only and the award of the Arbitrator shall be rendered in English language. The award of the arbitrator shall be final and binding on the Parties. The cost of arbitration proceedings including fees of arbitrator will be borne by both parties in equal ratio. The VENDOR and the VENDEE will continue to perform their respective obligations even during the arbitration proceedings, subject to final outcome of the Award.

36. That, the Vendor is executing this Sale Deed in favor of the Vendee only on the assurance of the Vendee that the Vendee is not prohibited/barred/prevented to execute this Sale Deed and enjoy possession of the unit in pursuance thereof.
37. That, both parties have executed the present sale deed out of their own free will, volition and without any coercion, undue pressure, force or influence from any corner and also obtained independent legal advice regarding the covenants, their legal rights and liabilities, terms and conditions of this Sale Deed agreed upon and also understood the same prior to executing the present Sale Deed.

**IN WITNESSES WHEREOF, ALL THE PARTIES HAVE PUT
HEREIN THEIR RESPECTIVE HANDS ON THIS SALE DEED IN
PRESENCE OF THE FOLLOWING: -**

PHOTO WITNESS-1

PHOTO WITNESS-2

FOR AND ON BEHALF OF THE VENDOR

VENDEE

AUTHORIZED SIGNATORY

WITNESSES :

1.

2.