

BRIEF PARTICULAR OF SALE DEED

Nature of Land	: Residential
V. Code No.	: 0572
Mohalla/Village	: Ramprastha Greens, Sector-9, Vaishali Extension, Ghaziabad
Description of Property	: Residential Flat No., th Floor, (without roof right), in Tower No. ..., building known as " IRIS PRIME " situated at Sector-9, Ramprastha Greens, Vaishali Extension, under revenue village Prahladgarhi, Pargana Loni, Tehsil and District Ghaziabad. The said flat constructed in multi-storeyed building.
Area of Property	: Super Area Square Feet i.e. Square Meter
Status of Car Parking	: Covered Area Square Meter
Govt. Circle Rate	: One Car Parking
Facilities in Building	: Rs. 58,000/- P.S.M. (Basic Rate) : Car Parking, Power back-up, Security Guard Community Center, Swimming Pool, Gym & Lift. : 5% rebate for 3 rd to 7 th Floor and 10% rebate for 8 th to 12 th Floor and 15% Rebate for 13 th to above floors in Basic Rate for stamp duty purpose. 10% increase for above mentioned common facilities according to Govt. Circle Rate List.
Floor Rebate	: Road Meter wide
Status of Road	: Rs./-
Sale Consideration	

BOUNDARY OF PROJECT

East :
West :
North :
South :

PARTICULARS OF VENDOR

M/s **SARENA PVT. LTD.**, a Company duly incorporated under Companies Act, 1956, having its registered office at 15, Harcharan Bagh, Andheria More, Mehrauli, New Delhi-110030 through its Authorised Signatory **Sh. S/o Sh.**
(PAN. AAACS2945R)

PARTICULARS OF VENDEE

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(PAN.

SALE DEED FOR Rs./-

Stamp Duty Paid On Rs./- Hence the Stamp duty payable as per rule set vide order No. S.V.K.N-5-2756/11-2008-500 (165)/2007 Lucknow dated 30-06-2008 by (Uttar Pradesh Government Institution Finance, Tax and registration Anubhag-5)

STAMP DUTY PAID Rs./-

This Indenture of SALE DEED is executed at Ghaziabad on thisth day of
....., 2023

BETWEEN

M/s SARENA PVT. LTD., a Company duly incorporated under Companies Act, 1956, having its registered office at 15, Harcharan Bagh, Andheria More, Mehrauli, New Delhi-110030 through its Authorised Signatory **Sh. S/o Sh.**, who has been authorized to execute Sale Deed vide resolution passed in the meeting of its Board of Directors held on and said Resolution is valid on the date of signing of this sale deed, hereinafter collectively called the '**VENDOR COMPANY**'.

IN FAVOUR OF

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.....
hereinafter called the '**VENDEE**'.

The expressions, 'VENDOR' and 'VENDEE' shall mean and include their respective legal heirs, successors, administrators, executors, representatives and assigns etc. respectively.

WHEREAS the Vendor Company, is the sole and absolute owner and possession of free hold land comprising khasra No. 303/2 measuring Sq. Meter and Khasra No. 303/3 measuring Sq. Meter, Total Khasra No. 2, Total measuring Sq. Meter situated at Sector-9, Ramprastha Greens, Vaishali Extension, under revenue village Prahladgarhi, Pargana Loni, Tehsil and District Ghaziabad and the said land has been duly mutated/recorded in the name of the Vendor Company in the revenue records as an absolute owner.

AND WHEREAS the Vendor Company has constructed a Group Housing Complex known as "**IRIS PRIME**" on the said piece of Land in accordance with the sanctioned building plan vide Letter No. dated The Vendor has all rights to deal with the said land and construction i.e. residential complex "**IRIS PRIME**" in any manner including booking, sale, transfer and receive consideration etc., with respect to all flats in the said complex.

Boundary of Project

East :
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South :

AND WHEREAS the Vendee after having inspected and being fully satisfied with the sanctioned construction plans, permissions, specifications and ownership records with regard to the aforesaid housing scheme/ project of the Company has applied to the Company for the allotment and booking of a residential flat, subject to the terms and conditions hereinafter referred, to be observed, performed and fulfilled by the Vendee.

AND WHEREAS the Vendor Company is absolute owner of the Residential Flat No.,th Floor, Super Area sq. ft. (i.e. sq. mtr.) in Tower No., consisting of bedrooms, drawing-cum-dining Room, Kitchen, Toilets and Balconies in "IRIS PRIME" situated at Sector-9, Ramprastha Greens, Vaishali Extension, under revenue village Prahlgarhi, Pargana Loni, Tehsil and District Ghaziabad (U.P.).

AND WHEREAS the vendor has agreed to sell the Vendee said residential Flat in the said building known as "IRIS PRIME" for a consideration of Rs./- (Rupees only) and this entire consideration amount has been received by Vendor in full and final settlement of said Flat.

DETAILS OF PAYMENT

Full & Final Payment Already received by the Vendor from the Vendee.

DESCRIPTION OF THE PROPERTY/ FLAT

Flat bearing No.,th Floor, in Tower No. complex known as "IRIS PRIME" Super Area sq. feet sold by this deed with undivided interest in land equally divided in Apartment/Flat owners on the basis of area of flat.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:-

1. That in consideration of the said sum of Rs./- (Rupees only) already paid by the Vendee and received by the Vendor in advance. On or before execution of this Indenture of the said Vendor does hereby transfers by way of said flat which includes whole of area under internal walls, periphery walls and columns comprising proportionate share of common area comprising of the said flat in "IRIS PRIME", situated at Sector-9, Ramprastha Greens, Vaishali Extension, under revenue village Prahlgarhi, Pargana Loni, Tehsil and District Ghaziabad (U.P.) and all the ownership rights therein which the Vendor have or may hereafter have over the flat, and to have to bid the same to Vendee forever on the terms contained herein.
2. The sale price mentioned above is based on super area which includes the covered area and proportionate share of common areas i.e. areas of the lifts, staircases, corridors and area utilized for other amenities etc. in the Residential Building known as "IRIS PRIME".
3. That peaceful and vacant physical possession of the said Flat has been handed over by the Vendor to the Vendee(s) and the Vendee(s) hereby confirms taking over the possession of the said Flat from the Vendor after satisfying himself/herself/themselves that the construction quality, fixtures, fittings, kitchen goods, wardrobes, flooring, electrification work, sanitary fittings, water and sewerage connections etc. have been made/provide in accordance with the drawing, designs and specifications as had been agreed upon between the parties.
4. The SECOND PARTY/VENDEE has also satisfied himself/herself/themselves as regard the various heads against which money have been charged and undertake not to raise any dispute or claim against the FIRST PARTY/VENDOR in respect thereof.

5. That upon taking possession of the Flat from the vendor, the SECOND PARTY/VENDEE shall have no claim against the FIRST PARTY/VENDOR as to any item of work, quality of works, measurement, specification, facilities, amenities, materials, installations, cost etc., or on any other accounts and ground whatsoever for the said flat.
6. That VENDOR hereby declares and assures VENDEE that they are the rightful owner of the said flat with full rights to deal with the same. The said VENDOR further declares and assures the VENDEE that the said property/ flat under sale is free from all sorts of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes & defects in the title of the owner. And if it is proved otherwise or on account of any such default of the Vendor, Vendee suffers any loss and whole or any part of property hereby conveyed is taken away from the possession of the Vendee, then the Vendor shall be liable to make good the loss thus suffered by the Vendee entitling the Vendee to recover the same from the assets of the Vendor whether from the movable or immovable whatsoever and further the Vendor undertakes to keep the Vendee harmless, saved and indemnified in all respects against all costs damages and expenses caused thereby.
7. That all the Government Dues/Taxes including House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges with regards to the said Flat shall be payable by the Vendee(s) from the date of execution of Sale Deed.
8. That if there is any additional levies, rates, taxes, charges, cess, fees, trade tax and services tax (if any applicable or accessed) are accessed and attributed for the Vendor as consequence of Government/ Ghaziabad Development Authority, Ghaziabad/ Statutory or other local Authority's order the Vendee(s) shall be liable to pay his/ her/their proportionate share and shall be liable to indemnify the Vendor from all such claim and demands.
9. That it has been agreed between the VENDOR and the VENDEE that save and except in respect of the particular flat hereby acquired by him, the VENDEE have no claim right title or interest of any nature or kind, except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, staircase, corridors, etc. The common area & roads shall remain undivided and no VENDEE or any other person shall bring any action for partition or division of any part thereof and any covenant to the contrary shall be void.
10. The open terrace on the roofs, parapet walls, open space, and other facilities etc, and all basement shall be the property of Vendor and the Vendor shall be entitled to use them for any purpose whatsoever. Any flat owner or association or flat owners shall not have right of any nature in respect of the above said space and they will not be allowed any type of encroachment/construction on the above said areas.

11. Before the occupation of the flat the Vendee shall keep an interest-free deposit with the vendor towards the payment of maintenance charges. The amount of security deposit will be decided by the vendor. A separate agreement of maintenance shall be executed between the Vendee and Vendor incorporating the terms.
12. That the Vendee shall not indulge in any type or encroachment/construction in the entire "IRIS PRIME", including roads, street lights, sewage and water pipelines, central park, Lobbies, Roof etc. nor any such activities shall be allowed by the vendee or any Association thereof or agency as the case may be.
13. That the Vendee(s) shall be entitled for usage right of allotted car parking, if any, and avoid random parking of his/ her/ their vehicle and use only the earmarked area in the parking bay. The visitors of the Vendee (s) shall park their vehicles outside the complex without disturbing the Main Entry Gates at their own risk, costs and consequences. It is agreed that in case the vendee has not reserved the car parking space at the time of booking his respective flat, in the case of non-availability of parking space in future, he shall not have claim of any nature against the vendor for car parking space. The Vendee shall park his cars/ vehicle outside the complex without in any manner obstructing the Gates of the complex, at their own cost and risk.
14. The vendee consents that he will allow sweepers/maintenance staff to enter his flat/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/sewage in his flat or any part thereof.
15. The Vendee consents that he will make good/bear the expenses for repairing the toilets/bathrooms/any other part of the flat of any other flat holder in said complex and painting thereof damaged due to his negligence or willful act.
16. The Vendee or any association thereof shall not, in any case neither stop nor have right of any nature to object/obstruct the construction of additional flats by the Vendor in the said complex.
17. The maintenance, upkeep, repairs, security etc of the building including the landscaping and common lawns and other common facilities of the building complex will be organised by the Vendor or its nominee maintenance agency. The Vendee agrees and consents to the said arrangements. The Vendee shall pay maintenance charges which will be fixed by the Vendor or its nominee from time to time depending upon the maintenance cost. In addition to maintenance charges, there will be contribution to the replacement fund for replacement of capital goods installed in the said Complex. Any delay in payment will make the Vendee liable for interest @ 2% per month or any part of a month. Non payment of any of the charges within the time specified shall dis-entitle the Vendee to the enjoyment of common services including electricity and water etc. The Vendee consents to this arrangement whether the building is transferred to the Association of the flat buyers or other body corporate-and-shall continue till such time unless the Vendor terminates the arrangement specifically in writing.

18. After the date of this Sale deed, the VENDEE shall comply with and carry out and abide by all laws, bye-laws, rules, regulations, requisitions demands etc. of Ghaziabad Development Authority in respect of the said flat arising after the date of this Sale Deed and shall attend answer & carry them out at his own cost and be responsible for all deviation or breaches thereof and shall also observe and perform all terms and condition in this regard.
19. The flat alongwith its fitting and fixtures along with connected structural part of the building shall be got insured by the VENDEE at his own cost against fire, earthquake, or risk or any other nature. The VENDOR hereof or after handing over possession of the particular flat shall in no way be responsible for safety, stability, etc. of said flat due to any such reason. All charges towards insurance will be paid by VENDEE either by him individually or through the Society collectively, if so formed. Further the Vendee shall at all time keep the Vendor or any third party, indemnified against any loss which the Vendor or any third party may sustain bear due to rash or negligent act of the Vendee.

THE VENDEE SHALL NOT BE PERMITTED:

20. That the VENDEE shall use the flat or permit the same to be used for the residential purpose for which the space is sold to him/her, further he shall not use the space for illegal or immoral purpose as the vendor or maintenance agency of the "**IRIS PRIME**" may decide keeping in view the management and safety of the complex. The VENDEE shall not undertake closing of verandahs, lounges, balconies, common corridors and even if particular floor/floors are occupied by the same party.
21. The Vendee shall not make any alteration in any elevations, outside colour scheme of exposed walls of the verandah, lounges or any external wall or both the faces of external doors, and windows of the flat acquired by him which in the opinion of the VENDOR differs from colour scheme of the complex and not change the original designs of the bedrooms, kitchen, toilets, drawing-cum-dining, store, balcony and common area etc.
22. Neither the VENDEE nor occupier of the flat will put up signboard, publicity or advertisement material outside his flat or in the common areas without prior permission in writing of the VENDOR or maintenance agency as the case may be.
23. The VENDEE shall not decorate the exterior of his flat otherwise than in the manner agreed to with the VENDOR or in the manner as similar as may be in which the same was previously decorated.
24. The VENDEE hereby covenants to keep & maintain the flat, periphery wall, partition walls and sewers drains, pipes appurtenances thereto or belonging thereto in the same good repairs, state, order or condition in which it has been delivered to him and in particular so as to support, shelter and protect the parts of complex other than the complex.

25. That the VENDOR covenants with the VENDEE that the VENDEE shall peacefully hold and enjoy the said flat without any interruption by the VENDOR or by any person claiming to be his nominee except as provided in the sale deed. The VENDEE shall have the right to sell or rent the flat to any person without causing any problem or nuisance to the vendor or any co-flat holder or to any third party in the complex.
26. No VENDEE shall do any work which would be prejudicial to the soundness or safety of the building or reduce the value thereof or impair any easement or hereditament or shall add any structure without prior obtaining the permission of the VENDOR, or the maintenance agency as the case may be.
27. That the registration expenses such as cost of the stamp papers, registration fees and execution charges shall be borne and paid by the VENDEE and the Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said flat for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/concerned authority alongwith consequent penalties and deficiencies and interest as may be levied/ imposed in respect of the said flat conveyed by this deed shall be paid by the Vendee exclusively and the Vendor shall not be liable & responsible to pay the same.
28. The VENDEE shall not raise any objection or claim any reduction in the price of flat agreed to be acquired or claim any compensation on the ground of inconvenience due to aforementioned or any other cause whatsoever.
29. That all the tax imposed on the vendee including but not limited to service tax, as per the rates applicable from time to time shall be paid by the vendee in addition to the cost of the flat and charges connected or incidental thereto.
30. That the Vendee(s) hereby declare that if the Vendee(s) is/are foreign national/ Non- Resident Indian, then the consideration paid/ payable by him/them is out of money brought/ to brought into India as per the provision of Foreign Exchange Management Act and rules and regulation of Reserves Bank of India. On the basis of this declaration the Vendor will accept the consideration from the Vendee(s) and the Vendee(s) indemnify the Vendor in respect of all the losses, expenses and liabilities in the present and future.
31. That the map showing constructed area of the said flat is attached with this sale deed.

IN WITNESS whereof the VENDOR and the VENDEE have signed and executed their presence under the common seal of the company on the date mentioned above.

(VENDOR Company)

VENDEE

Witnesses 1

Witnesses 2

Drafted by :- BUDH PRAKASH SHARMA Document Writer,
NITIN KUMAR Advocate, Chamber No. 21,
IInd Line, Tehsil Compound, Ghaziabad.