

SALE DEED

1. Type of property : Commercial / Residential
2. Mohalla : Village: Pakbara and Mangupura
Tehsil: Moradabad
District: Moradabad.
3. Property Details : Khasra No./ Gata No. 507, 508, 506, 509, 1436, 1440, 1430, 1437, 1432, 1421, 1400, 1441, 1425, 1420, 1392A, 1439, 1445, 1447, 1448, 1413, 1434, 1439, 1400, and 1402 Plot No. / Shop No.-----, in "GULMOHAR PARK", situated at Pakbara and Mangupura, Tehsil: Moradabad
District: Moradabad, (U.P.)
4. Measurement Unit : Square Meter
5. Area of Property : Super **Sq.mtr.**, & Covered area
_____ **Sq.mtr.**
Carpet area _____ **Sq. mtr.**
6. Situation of Road : Not Situated on any Segment Road.
7. Other Description : Situated on _____ Mtr Road and on Corner.
8. Sale Consideration : Rs.-----/-
9. Market Value : Rs.-----/-
10. Stamp Duty : Rs.-----/-

No. of First Party: 1	No. of Second Party: 1
Details of Vendor	Details of Vendees
Nischay Housing Private Limited having there registered office at 1004, Mercantile house, 10th Floor, Connaught Place, Delhi 110001 , through its	

authorized signatory	
----------------------	--

SALE DEED

**This DEED OF SALE is made and executed at Moradabad on this -
^hday of -----**

BETWEEN

Nischay Housing Private Limited having there registered office at **1004, Mercantile house, 10th Floor, Connaught Place, Delhi 110001**, through its authorized signatory **Mr. Azad Singh Narwal S/o Balbir Singh**, (hereinafter referred to as the "**Vendor**", which expression shall include its heirs, executors, administrators, permitted assignees, successors, representatives, etc., unless the subject and context requires otherwise), of the one part,

AND

-----)
-----,(hereinafter referred to as the "**Vendee**", which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

WHEREVER the Vendee is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, itself, etc. in this deed in relation to the Vendee shall be deemed as modified and read suitably as the context requires.

WHEREAS the vendor has purchased the Undivided Share of land area measuring _____ Sq.mts., in GULMOHAR PARK, in VILLAGE Pakbara and Mangupura TEHSIL Moradabad AND DISTT. Moradabad from Nischay Housing Private Limited. vide registered sale deed dated _____ which is registered in the office of Sub Registrar – _____, Moradabad at Bahi No. ____, Jild No. _____, Page _____ Serial No. _____.

WHEREAS the map of the **GULMOHAR PARK**,situated at **VILLAGE** Pakbara and Mangupura **TEHSIL Moradabad AND DISTT. Moradabad** has been approved by Moradabad Development Authority.

WHEREAS the Vendee has duly scrutinized and inspected the title, rights, interest, encumbrances, and right to develop the land purchased for the construction of the “**GULMOHAR PARK**” at VILLAGE Pakbara and Mangupura TEHSIL **Moradabad** AND DISTT. **Moradabad**, the title documents and other relevant papers and has also fully satisfied himself with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed.

WHEREAS the Vendor has further assured the Vendee that he has good, transferable rights in the demised property and there is no impediment or restriction on the transfer/ selling of the said property by the Vendor to the Vendee. The Vendee hereby admits and confirm and relying on the assurances so held out by the Vendor, the Vendee has agreed to purchase the demised property.

AND WHEREAS the Vendee after fully satisfying himself with the said facts and right and title of the Vendor, is ready to purchase the **Shop No. _____, in GULMOHAR PARK, having Super area _____ sq. mtr., Covered area _____ Sq. mtr.& Carpet area _____sq. mtr. Situated at GULMOHAR PARK, Moradabad, (U.P.).**

AND WHEREAS, the Vendor represents, declares to the Vendee as under:-

- a.** That the vendor is the absolute owner of the **Plot No. _____, in GULMOHAR PARK, having Super area _____ sq. mtr., Covered area _____ Sq. mtr. & Carpet area _____ sq. mtr. Situated at VILLAGE** Pakbara and Mangupura **TEHSIL Moradabad AND DISTT. Moradabad, (U.P.)** (hereinafter referred as the "said Plot") and no one else besides the vendor has any right, claim, lien, interest or concern whatsoever on the said plot and the vendor have full right and absolute authority and right to sell and transfer the same to the Vendee, and also conforms to the Vendee that they have not entered into any kind of agreement/arrangement whatsoever with any person in respect of the said plot to any other person (s).
- b.** That the title of Vendor is absolutely clear and marketable and that the said plot is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer or any other registered or unregistered encumbrances till the time of execution of sale deed.
- c.** That the Vendor hereby confirms and assures the Vendee that Vendor are not barred or prevented by any administrative/ statutory attachment order or notification from entering into the present transaction with the

Vendee.

- d. That the Vendor shall keep the Vendee harmless and indemnified from all losses and damages in case the above declarations or any part thereof is found to be false or incorrect and/or otherwise for any reason, whatsoever.
- e. That the Vendee has inspected the 'said plot' and is aware of with regard to the quality of construction, the material used for construction, the facilities available after being fully satisfied in all respects whatsoever without any fear, pressure or inducement of any nature whatsoever is entering in to and executing this deed.

AND WHEREAS THE VENDEE REPRESENTS, DECLARE, TO THE VENDOR AS UNDER:-

That the vendee has duly inspected all the relevant documents, statutory and mandatory approvals, title, rights, encumbrances and right to construct plots, and also satisfied himself in respect of the material used in constructions, without any fear, Pressure, or inducement of any nature, and is willing and ready to purchase the said property in the commercial units by way of sale, complex known as **"GULMOHAR PARK"**.

AND WHEREAS upon the aforementioned declarations and assurances of the parties the Vendor hereby sells and the Vendee hereby purchases the said plot for consideration of **Rs.-/(Rupees -----**
-----) on the terms and conditions mentioned herein under:

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That the vendor and vendee had entered into an arrangement on -----
 -----and the vendee thereafter has paid to the vendor the entire sale consideration of **Rs. -----/-(-----)**and Vendor hereby admits and acknowledges to have received the entire sale consideration.
2. That the Vendor hereby absolutely sells conveys transfers and assigns the **Plot No. -----, in GULMOHAR PARK, having Super area _____sq. mtr., Covered area _____ Sq. mtr. & Carpet area _____ sq. mtr. Situated at VILLAGE Pakbara and Mangupura TEHSIL Moradabad AND DISTT. Moradabad, (U.P.)** said plotting along with all the rights of ownership, possession, interest, easement and privileges appurtenant to the said plot to have and to hold the same unto the Vendee absolutely and forever. That the Vendee(s) further agrees that the parking space(s) allocated to him / her

for exclusive use shall be allocation of rights to park the car at such dedicated space but not the Transfer of ownership.

3. The properties and rights hereby conveyed unto and in favour of the vendee are and shall be one lot and shall not be dismembered in part or parts save with the consent of the vendor in writing. It is agreed and understood that the vendee shall not be entitled to let out transfer or part with the Parking Space granted to the vendee hereunder independent of the said Unit or vice versa. It is further agreed and clarified that any transfer of the said Unit by the vendee shall not be in any manner inconsistent herewith and the covenants shall run with the land, and the transferee of the vendee shall also be bound to become a member of the Association.
4. That it is pertinent to mention here that terms and conditions as agreed amongst the Vendor and Vendee during execution of agreement/Builder Buyer Agreement/RERA agreement while booking of the said unit was strictly adhered by the Parties and assurances made by either Party are fulfilled in its entirety and thus the Contents of Present deed of sale, its annexures and lay out will be considered as final arrangement amongst the parties.
5. That the Fire Fighting Equipment and Fire Prevention Measures which are required within the plot and which become necessary on account of any interior decoration/partition or heat load created by the Vendee shall be installed by the Vendee themselves at their own cost and they shall obtain necessary permission in this regard from the concerned authority/authorities.
6. That Fire Safety Measures have been provided as per the existing Fire Safety Code/ Regulations. If due to subsequent Legislation/ Government orders or directives or guidelines or if deemed necessary by the Vendor, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the Vendee.
7. That the upkeep and maintenance of the Said plot shall be arranged by the Vendor or its nominated agency and for this purpose the Vendee shall pay the monthly charges as may be fixed from time to time by the Vendor or its nominated agency /Society/ Resident Welfare Association or its nominee and shall deposit with the society apart from the one time sinking fund as per rules.
8. That the vendor/ Society/ Resident Welfare Association or its nominee

shall have the right to disconnect the electrical connection/common services of the vendee in case of default of payment of monthly maintenance charges; which could be restored only as per the guidelines/discretion of the vendor/ Society/ Resident Welfare Association or its nominee.

9. That Vendee is also liable to pay maintenance charges other than mentioned hereinabove for maintenance of the township to **GULMOHAR PARK** or its authorized maintenance agency. The Vendee assures that as and when required Vendee shall sign the separate maintenance agreement with the **GULMOHAR PARK** or its nominated agency.
10. That the Vendee also agree to be bound by all the rules and regulation that are applicable and those that may be made applicable by the Vendor /Maintenance agency/society/ company for the maintenance of the said Flat.
11. That the Vendor has unrestricted and uninterrupted absolute rights over the said property for forming the plot, detailed at the foot of this deed.
12. That the Vendor being absolute owner of the Said plot hereby sold and is fully competent to transfer the same by way of sale to the Vendee hereto.
13. That the Vendor hereby also covenant about the warranty of their title and declares that the Said plot hereby sold is free from all sorts of encumbrances, charges, attachment, mortgages, liens and the like.
14. That all the dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing, if any, shall be paid and borne by the Vendor up to the date of sale/allotment of the plot and thereafter the same shall be paid and borne by the Vendee.
15. That the Vendor shall have the right to recover any increased amount of compensation payable to Moradabad Development Authority or any other authorities in future on account of decisions of Courts/ Tribunals for the land acquired/ resumed and Transferred to the Developer by the State Government, Moradabad Development Authority and the same shall be recoverable from the Vendee of the said plot as and when intimated to them. This amount shall also include the cost of litigation incurred by the Vendor and/ or Moradabad Development Authority. That if any major city level infrastructure charges (such as embankment, ring road, flyover, metro etc. is provided by the Moradabad

Development Authority, U.P State Electricity Board or any other authority (ies) of the Central Government/ State Government during the project period, consequent to which the proposed township will be directly or indirectly benefited), they are levied on the Vendor, Vendee shall pay proportionate charges of such infrastructure on pro-rata basis to the Vendor, as and when demanded by the Vendor.

- 16.** That the Vendor has delivered the vacant physical possession of the said unit hereby sold to the Vendee and the Vendee has been put into physical possession thereof on the date of execution and/or registration of this Deed, whichever is earlier.
- 17.** That the Vendee, his / her heirs, successors and assigns are now entitled to enjoy all the rights of Ownership and interest and easements and appurtenances in the aforesaid said plot together with all the rights arising therefrom without any interruption or hindrance by the Vendor hereto and he/she/they will also be entitled to get his/her/their name(s) mutated in the Nagar Nigam records or elsewhere in place of the Vendor's name as absolute Owners at their own cost and expenses, to which the Vendor shall not object.
- 18.** That the Vendee shall from the date of possession maintain the said plot at his/her own cost, in a good tenantable and in a good condition and shall not do or suffer to be done anything in or to the said building(s) or the said plot which may be against rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Vendee change alter or make alteration in or to the said plots or any part thereof. The Vendee shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.
- 19.** That the Vendee shall have proportionate undivided impartible interest in the land as well as common services facilities are in and appurtenant to the building raised over the block space in the proportion to the area of the flat hereby transferred.
- 20.** That the Vendee shall neither make nor allow to be made any addition or alteration in the said plot which may cause damage to the permanent structure like columns, projections and facade etc. In case any construction, building, re-building, addition or alteration and the like activities are to be carried on by the Vendee in or over the said property, the same shall be carried out only with the prior approval of society or statutory/local authorities/bodies having jurisdiction in this behalf.
- 21.** That the rights of the super structure forming the said property hereby

transferred along with its impartible interest in the land and common services/facilities shall be unseverable of interest of the owners and occupants of the other flats and shall not be subject to partition and/or subdivision in any manner whatsoever at any stage by the Vendee or any person claiming through or under him. It shall, however be transferred only as an interest incidental to the said property being transferred hereby and subject to the terms and conditions laid down by the Vendor/maintenance agency to run and maintain the common facilities /services/area in the said Project. The terms and conditions shall mutatis mutandis be applicable upon subsequent transferees.

- 22.** That except the said property herein transferred all common amenities and facilities within the said flat and residual rights thereof shall continue to vest in Vendor/ the Resident Welfare Association formed under RERA Act, 2016.
- 23.** That the Vendee shall not use the said plot or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the Zoning/ Building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to the other occupiers of "Project " or for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the said flat which tend to cause damage to any Flooring or ceiling of any premises above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Vendee shall not use the said flat for any other activity, commercial or otherwise, except for residential purpose only.
- 24.** That the Vendee shall not put up any name or sign board, neon, sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the Complex/Building or anywhere on the exterior of the Building or common areas and shall not change the color scheme of the outer walls or printing of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, architectural features and design.
- 25.** That the Vendor hereby confirms that the possession of the said plot has been handed over by the Vendor to the Vendee to the complete satisfaction of the Vendee.
- 26.** That the Vendee shall have electric, telephone, water and other services connections at their own cost and expenses without disturbing the permanent structure (s) and facade of the said property.

27. That the Vendee shall pay all taxes/premiums/rates/or other charges as may be required by the local/municipal or other authorities. If any authority /body charge the same from the Vendor, the same shall be recovered by the Vendor from the Vendee.
28. That the Vendee shall abide by all laws, bye-laws, rules, and regulation of the Govt./Local bodies/maintenance agency/society/Resident Welfare Association and/or any other authorities and shall attend answer and be responsible for all deviation/ failure or breach of any of the condition of bye-laws or laws or rules and regulations and keep the Vendor indemnified, secure and harmless against all costs consequences and damages arising due to breach and /or non-compliance of the said bye-laws /regulation by the Vendee.
29. That the Vendee has borne expenses of stamp duty registration charges, legal fee, and other expenses in connection with the execution and registration of this deed.
30. That it is understood by the parties that the said plot exists in area which is going to be occupied by several other occupants. To safeguard the common object of all other occupants certain conditions as imposed by this deed on the Vendee are essential so as to protect the rights of all the occupants.
31. That it is mutually agreed that save and except in respect of the said flat hereby acquired by the Vendee, shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over in respect of land, open spaces and all or any of the common areas such as lobbies, staircase, lifts, corridors, which shall remain the property of the Vendor.
32. That the Vendee undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the Apartments, Storage Spaces, Car Parking Spaces, Other Common areas, facilities and amenities.
33. That the Vendee shall abide by all Laws, Rules and Regulations of the Land and the Central Government/State Government/ Moradabad Development Authority / Nagar Nigam, Bijnor/Local Bodies and shall exclusively be responsible/ liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.
34. That the Vendee from the date of the execution of this deed has become exclusive owner of the Said flat hereby sold.

35. That the Vendee shall not do any act or thing which may cause any damage to the lower adjoining or upper portion (said flats) of the said flat hereby sold or shall never cause any hindrance or obstruction in the enjoyment and use of the said upper or adjoining and lower portion of the said flat hereby sold by their respective Owners.
36. That all the passages, exits, entrances open space and staircase or other facilities by their very nature are to be utilized and enjoyed commonly.
37. That all the rates, taxes and liabilities accrued and payable after the execution of this deed in respect of the said flat hereby sold shall be exclusive liability of the Vendee hereto and the Vendor shall not be liable for the same.
38. That for purpose of stamp duty the circle rate of land is fixed is Rs. _____/- as the group housing is situated on above _____ mtr. wide road, and it is also at corner hence after 10% enhancement in circle rate value comes to Rs. _____/- per sq. mtr. That the Undivided Share of land for the said plot is _____ sq. mtr., whereas for the purpose of calculation of stamp duty the proportionate land area is _____ sq. mtr. (1/3rd of Covered Area), thus the value of the proportionate land area i.e. _____ Sq. mtr. comes to Rs. _____/- and the plot is covered under the premium category thus value of covered area of plot i.e. _____ sq. mts. which is calculated @ Rs. _____/- per sq.mts. comes to Rs. _____/-, thus the total value of proportionate land + covered area is Rs. _____/- Says _____/- which is less than sale consideration of Rs. _____/- and as such as per government notification order no. S.V.K.N.I.-5-2756/11-2008-500 (165)2007 Lucknow dated 30.06.2008 issued by Sansthatag Vitt, Kar Evam Nibandhan Anubhag-5, @ 7% of stamp duty is payable and in this way the stamp duty of Rs. _____/- has been paid vide E-Stamp Certificate No. -----dated -----
-----.

SCHEDULE OF PROPERTY

Plot No. -----, in GULMOHAR PARK, having Super area sq. mtr., Covered area Sq. mtr. & Carpet area sq. mtr. Situated at at VILLAGE Pakbara and Mangupura TEHSIL Moradabad AND DISTT. Moradabad, (U.P.) which is bounded as:-

- East -
- West -
- North -
- South -

SCHEDULE OF PAYMENT

The Vendor had recived the Sale Consideration from the Vendee as Under:

The Vendor has received **Rs.** -----/- including taxes of Rs. -----/- and after deducting the taxes, the total sale consideration is Rs. -----/-.

IN WITNESS WHEREOF, the Vendor and Vendee have set their respective hands with healthy and free mind on these present on the day and date first above written in presence of the following witnesses.

WITNESSES:-

1. _____

 _____,
 Moradabad, (U.P.)

()
 GULMOHAR PARK
 THROUGH AUTHORIZED
 SIGNATORY

VENDOR

2. _____

 _____, (U.P.)

()

VENDEE

Verified By:
_____ (Adv)

Drafted by:
_____ (Advocate)
Mob No. _____