

OFFICE OF THE SUB-REGISTRAR, Kharar

This Sale Deed is made on ____ day of ____, 2019 between Leela Residencies Private Limited having its registered office at _____ through its Authorized Person/Director _____ who has been authorized to execute the sale deed vide resolution dated _____.

Hereinafter referred to in context as "Developer/Company/Seller" (which expression unless repugnant thereto shall mean and include its successors and assignees etc.)

AND

_____ son of _____, resident of _____.

Hereinafter referred to as the "Purchaser" (which expression unless repugnant thereto shall mean and include his/her heirs, executors, administrators, successors-in-interest and assignees etc.)

Whereas the Developer has developed a residential and commercial project under the name and style of _____, bearing RERA No. _____, situated at Kharar - Landran Rd, Sector Sector 115, Sahibzada Ajit Singh Nagar, Punjab comprised in Khasra Nos. _____ (Hereinafter referred to as the "Project") and is absolutely authorized and empowered to sell Commercial Spaces, Residential Apartments, Plots, SCOs in the project. Under the above powers and in pursuance thereto the Purchaser has approached the Developer for executing this sale deed for residential plot bearing Unit No. ____ at the project which is admeasuring ____ sq. yards and bounded as under:-

- i) North :
- ii) South :

iii) East :

iv) West :

Hereinafter referred to as the "Unit")

Parties therefore are entering into this Sale Deed on the following terms and conditions:-

1. That the Developer has represented to the Purchaser that the said Unit is absolutely free from all and every kind of encumbrances, charge, mortgage or disputes, prior sale, gift etc. and that there are no third party rights of any kind or nature on the Unit and the same is in possession of the Developer and that the Developer has every legal right to sell or alienate the same in favour of the Purchaser under the prevalent law in force and further there are no impediment of whatsoever nature for the sale of the Unit in favour of the Purchaser.
2. That the Developer further represents and warrants that it has obtained all necessary approvals from the competent authorities with respect to the project.
3. That the Developer is well within its right to execute and registered the present sale deed qua the Unit.
4. That the Purchaser herein has agreed to purchase the Unit No. ____ admeasuring ____ sq. yards fter satisfying himself/herself about the titles and approvals of the Developer herein and after inspecting all the relevant records and having done due diligence by him/her for a total sale consideration of Rs. ____.
5. That the Purchaser shall have no right to object to the right and title or the clearances of the project hereafter as having fully satisfied himself/herself in every aspect before and at the time of execution of the present sale deed.
6. That the Purchaser has paid in full the total sale consideration against the said Unit to the Developer being Rs. ____ by way of

cheques/drafts/cash for which the Developer hereby acknowledges the receipt of the aforesaid consideration as follows:-

S.NO.	Amount	Receipt No.	Receipt Date	Cheque/ Draft/ Ref. No.	Cheque/ Draft/ Ref. Date	Drawn On

7. That the Developer hereby absolutely and unconditionally grants, conveys, sells, transfers, assigns to the Purchaser all the rights, title and interest in the Unit and conveys the same unto the Purchaser, its heirs, executors, administrators, successors and permitted assigns absolutely and forever free from all encumbrances, liens, charges etc. alongwith all appurtenances on "As Is Where is" basis. The Developer further conveys unto Purchaser the absolute right to hold and enjoy the Unit and to its heirs, executors, administrators, successors and permitted assign without any interruption or hindrance by the Developer or any person claiming through or under them and now the Developer has been left with no right, title, interest, claim or concern of any nature with the Unit and the Purchaser has become the absolute owner of the same.
8. That the actual physical possession of the Unit has been delivered to the Purchaser by the Developer at the site which has been duly demarcated as per the Layout plan as approved by the competent authority. The

Purchaser has further affirmed and confirmed that he/she is fully satisfied in respect of the quality and specifications relating to the Unit purchased, as was assured to him/her upon allotment of the Unit and that there is nothing from this day onward whereby Purchaser can claim anything in respect of the Unit from the Developer.

9. That further the Purchaser has fully satisfied himself/herself that the Unit sold through this present sale deed is completely in consonance with the terms and conditions as set out in the Buyers Development Agreement and specifications, assurances, development internal and external, infrastructure as assured in the Buyers Development Agreement and by the Seller from time to time has been provided for to the Purchaser and the Purchaser shall not object to the same for all times to come.
10. That the Purchaser shall hereafter peacefully hold, use and enjoy the unit as its own property without any hindrance, interruption from anyone concerned. However, it is clarified and agreed by the Purchaser that he shall be liable to pay the monthly maintenance charges as would be applicable on the Purchaser from time to time and shall also be liable to pay and maintain the minimum interest Free Maintenance Security Deposit for the lifetime with the maintenance agency. Any default thereupon may entail the withdrawal of services as being provided by the maintenance agency. It is further agreed that apart from withdrawal of services, the Unit can also be resumed owing to prolong failure on behalf of the Purchaser to pay the maintenance charges.
11. That the Purchaser hereby undertakes, acknowledges and understands that he is the absolute owner only of the Unit and has no right except limited use of the common area, parks, streets etc. and other infrastructure as raised by the Purchaser and the same shall always remain the property of the seller or whosoever the seller eventually transfers. The Purchaser shall not cause any hindrance in the above said

areas and shall allow other Purchasers or Properties in the Project to use them as per their reserved right as well.

12. That the Developer declares , undertakes and confirms that the Project has not been notified under the provisions of Land Acquisition Act or any other related law by the State/Central Government for any purpose. The Project is in possession of the Developer and there is no bar or prohibition for transferring the title and actual physical possession to the Purchaser of the Unit and that there is no specific bar or restriction from the _____ side _____ of _____ Punjab Government or any other agency or institution for the development of project herein on the property.
13. That the Developer hereby confirms that the right to use the undivided share in the common areas of the Project shall vest with the Purchaser along with other allottees of the Project and the undivided proportionate title in the common area shall also be transferred in favour of the Association of Allottees or competent authority as the case may be, as stipulated under RERA. The total sale consideration paid to the Developer for the Unit is inclusive of the price for such undivided proportionate share in common areas and no additional cost in respect thereto shall be required to be paid by the Purchaser to the Developer but the cost of transfer of such title of the common areas shall be borne by the beneficiary thereto i.e. the Association of Allottees ("Association") which is required to be formed within a period of three months from the date of grant of occupation certificate, if not formed till date. The Developer agrees to hand over the actual physical possession of the common areas to the said Association and the Purchaser herein shall be required to become the member of the said Association and shall abide by the Rules and Regulations framed by the said Association and also pay

regular maintenance charges as would be fixed by the said Association from time to time which shall reviewed after every financial year.

14. That the Developer hereby declares, undertakes and confirms that they have cleared all or any kind of outstanding dues, the statutory dues, revenue charges, municipal cesses and taxes etc. if any applicable till date and will all charges of the Government departments and agencies if any calculated, raised or demanded by any department or local authority against the Property up to the date of execution of this Sale Deed and that the said entire Unit is clear from any encumbrances etc. and Developer has further agreed with the Purchaser to keep Purchaser or its assigns, representatives etc. saved, harmless and indemnified from and against all encumbrances, charges, losses, damages, attachments, litigation, costs or expenses which the Purchaser sustains or incurs or may sustain or may incur by reason of any legal or otherwise defect in the title of Unit.
15. That the Purchaser acknowledges and agrees that he shall comply with the Building/Colony bye-laws of the Municipal or any other applicable authorities and all other rules and regulations as shall be stipulated from time to time, in respect of the said Unit.
16. That it is mutually understood and agreed in unequivocal terms that if it is discovered, at any stage, that this deed has been obtained by the Purchaser by suppression of any fact(s) or by any mis-statement, misrepresentation or fraud, in such an event this shall become void at the option of the Developer who shall have the right to cancel this deed and forfeit the consideration paid by the Purchaser. The decision of the Developer in this regard shall be final and binding upon the Purchaser and shall not be called in question in any proceedings before any court of law/tribunal. It is further declared that as a result of this present deed the Purchaser from the date of execution of this deed shall become the

absolute owner of the Unit together with all rights, interests and liabilities therein, and the Developer does hereby releases the Purchaser from all the liability in respect of price reserved by and the covenants and conditions contained in the said allotment letter required to be observed by the Purchaser of the Unit.

17. That this Deed shall be governed by and construed and enforced in accordance with the laws of India. That notwithstanding execution of this deed, use of the Unit in contravention of the provisions of Master Plan/Zonal Development Plan/Layout Plan shall not be deemed to have been condoned in any manner and Punjab Urban Development Authority (PUDA) and Real Estate Regulatory Authority (RERA Authority) as established under the Real Estate (Regulation and Development) Act, 2016 (RERA) by the Punjab government shall be entitled to take appropriate action for contravention of provisions of any law for the time being in force.
18. That all expenses pertaining to the stamp duty and the registration fees in respect of this Deed shall be borne by the Purchaser. The owner undertakes to extend all cooperation necessary including remaining present at the relevant Sub Registrar's Office and do all such act, deeds and things and execute such documents as may be necessary to enable the Purchaser to register this Deed and get the said Unit duly mutated in its name and such other documents as may be required by the Purchaser to effectively transfer the Unit in favour of the Purchaser.
19. That all the aforesaid Recitals, Schedules, Annexure annexed hereto shall form an integral part of this Deed.

IN WITNESS WHEREOF the Developer through its authorized representative have set their hands to these presents on the day, month and an year first above written in the presence of each of the attesting witnesses, mentioned

below and each of the attesting witness have put in their signatures in the presence of the Developer

We (both the parties Seller and Buyer) certify that all the facts incorporated in the registry are true and nothing is concealed in it. The khasra numbers entered in the registry are not connected with any dere/religious institution. There is no stay order from any court regarding the alienation of this land is being transferred/alienated by violating any directions issued by any Act and Govt. Besides this as per the collector rates the code number and name of the Abadi is correctly entered.

Witness

Developer

For M/s. Leela Residencies Private Ltd.

Witness

Purchaser