

SALE DEED

1. Category of Land : Residential (G+4)
2. Ward Pargana : _____
3. Mohalla : **CELESTIA GRAND PREMIER (G+4), LUDHIANA**,
(Village Dad and Thakarwal) Ludhiana
4. Detail of Property : Flat No. _____ (Tower _____) on _____ Floor
5. Unit of Measurement : In Square Meters
6. Super Area : _____ Sq. Mtrs
7. Carpet Area : _____ Sq. Mtrs.
8. Built up Area of Unit : _____ Sq. Mtrs.
9. Situated on Road : More than _____ Mtrs.
10. Condition/Type of Property : Finished Flat/Residential
11. Year of Construction : New
12. Sale Consideration : Rs. _____/-
13. Valuation : Rs. _____/-
14. Stamp Duty :
15. Boundaries :
 - a. East : _____
 - b. West : _____
 - c. North : _____
 - d. South : _____

Number of Vendor : _____

Number of Vendee - _____

Details of Seller:

M/s. OMAXE LTD. (formerly known as Omaxe Construction Limited), a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Shop No.-19-B, First Floor, "OMAXE CELEBRATION MALL", Sohna Road, Gurgaon - 122001 acting through its Authorised Signatory **Mr.** _____ vide Board Resolution dated _____ (hereinafter referred to as the "**Vendor**") which expression shall unless repugnant to the subject or context mean and include its successors and assigns) of the **FIRST PART**;

Occupation:

PAN: _____

Details of Purchaser:

Occupation: _____

PAN: _____

SALE DEED

THIS Sale Deed is made and executed at Ludhiana on this ____ day of _____, 2020.

BY

M/s Omaxe Limited, (CIN No. L74899HR1989PLC051918), a Company incorporated under the provisions of Companies Act, 1956 having its registered office at Shop No. -19-B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurgaon-122001, Haryana represented by their duly Authorized Signatory **Mr.** _____ passed in the meeting of the Board of Directors of the Company (hereinafter referred to as the **"VENDOR"**, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, official receivers and assigns) **of the ONE PART:**

IN FAVOUR OF

_____(hereinafter referred to as the **"Vendee(s)"** which expression shall, unless repugnant to the context hereof, mean and include all his heirs, successors, legal representatives, executors, and assigns) **of the SECOND PART.**

The Vendor and the Vendee(s) are hereinafter collectively referred to as the **"Parties"** and individually as the **"Party"** as the context demands.

WHEREAS:

- A.** The Vendor is the absolute and lawful owner of land totally admeasuring 57.009 acres situated at Village Dad and Thakarwal at Ludhiana-Pakhowal Road, District Ludhiana, Punjab (**"said Land"**). **The** Vendor applied for and obtained the grant for special package of incentives for the development of a Residential Mega Group Housing Project under the Industrial Policy-2003 of the State Government of Punjab duly communicated vide Letter of Intent bearing Memo No. PUDA/ACA(Pr)/2006/17360 dated 27.04.2006 issued by the Office of the Director of Industries and Commerce, Punjab in pursuance of the meeting dated 28.02.2006 and 11.06.2014 of the Empowered Committee constituted under the Industrial Policy, 2003 and chaired by the Hon'ble Chief Minister of Punjab.
- B.** The said Land is earmarked for the purpose of development of a Residential Mega Group Housing Project under the Industrial Policy-2003 of the State Government of Punjab. The said Residential Mega Group Housing Project comprise of multistoried apartment buildings, Villas, Floors, Penthouses, Shops etc. The Promoter, after having obtained all the relevant sanctions, approvals, permissions etc., initiated the process of development of the Residential Mega Group Housing

Project popularly known as **"OMAXE ROYAL RESIDENCY", LUDHIANA**" (hereinafter referred to as the **"said Mega Housing Project"**) on the said Land as per layout/building plans sanctioned/approved by the Greater Ludhiana Area Development Authority (GLADA)/Chief Town Planner, Punjab, Chandigarh.

- C. Out of the said Land, there exists an area admeasuring 2.419 acres (9789.344 sq. mts.) which is earmarked for the purpose of development of a Group Housing Project (G+4) comprising of Residential Apartments (3BHK/4BHK) and the said Project shall be known as **"CELESTIA GRAND PREMIER (G+4), LUDHIANA"** (**"said Project"**). Vendor is the absolute and lawful owner in possession of aforesaid land admeasuring 2.419 acres (9789.344 sq. mts.) situated at Village Dad and Thakarwal at Ludhiana-Pakhowal Road, District Ludhiana, Punjab, more specifically provided in **Annexure-A** vide registered Sale Deed dated _____ duly registered with the Office of the Sub-Registrar, Ludhiana (Punjab) as Document Nos. _____ (hereinafter referred to as the (**"Project Land"**)).
- D. Accordingly, the Vendor obtained all necessary sanctions, NOCs and approvals etc. with respect to development of the said Project and constructed and developed the said Project and upon successful completion thereof, obtained Completion Certificate from the Concerned Authority, Ludhiana vide No. _____ dated _____.
- E. The Vendee(s) has/ have applied for and agreed to purchase from the Vendor a Residential Flat on the terms and conditions contained in the Agreement for Sale dated _____. The Vendor has agreed to sell to the Vendee(s) the Residential Flat bearing No. ____ situated on _____ **Floor** in the Residential Tower - _____ Block _____ admeasuring Super Area _____ **Sq. Mtrs. (_____ sq. ft.)** approx {having **Covered area** of _____ **Sq. mtrs. (_____ Sq.ft.)** and **Share of common areas** _____ **Sq. Mtrs. (_____ Sq. Ft.)** approx. in the said Project (hereinafter referred to as the **"said Unit"**) along with proportionate undivided interest in the common areas and facilities in the building and in the land underneath the building
- F. The Vendee(s) after having satisfied himself/themselves/itself with the facts aforesaid and having inspected the relevant record relating to title of the said Project and various approvals, has agreed to purchase the said Unit for the consideration and terms stipulated in this Sale Deed and on the specific assurance that the Vendor is fully competent to sell the said Unit in the said Project.
- G. The Vendor and the Vendee(s) pursuant to the aforesaid are desirous of executing this Sale Deed of the said Unit in favour of the Vendee(s).

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

1. Consideration & Property Description

- a. That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of **Rs. _____/-** (Rupees _____ **Only**), already paid by the Vendee(s) to the **Vendor** in the following manner:-

Sr. No.	Cheque/ DD No.	Dated	Drawn on	Amount

- the receipt whereof the Vendor do hereby admit and acknowledge **to the extent of their respective shares**, the Vendor do hereby sell, transfer, convey, assure and assign unto the Vendee(s), the said Unit in the said Project named **"CELESTIA GRAND PREMIER (G+4), LUDHIANA"** along with proportionate, undivided, impartible share only in the land underneath the building in which said Unit is located, together with proportionate rights in the common areas and facilities including all ways, paths, passages, easements, and appurtenances whatsoever to the said Unit to have, hold and enjoy the same unto the Vendee(s), absolutely and forever.
- b. The Vendor hereby confirms and acknowledges the receipt of the total sale consideration in respect of the said Unit, paid by the Vendee(s) to the Vendor and that there is nothing due from the Vendee(s) towards the Sale consideration in respect of the said Unit and the Vendor do hereby acquits, releases and discharges the Vendee(s) in respect of the same.
- c. That the super area of the said Unit includes covered area of the said Unit plus proportionate area under the corridors, passages, staircase, electric sub-station, projections, architectural features, lift wells, lift rooms, mumty, circulation areas, refuge areas, overhead and underground tanks, boundary walls and built up area under the recreation and other facilities etc. The covered area of the said Unit includes entire carpet area, areas under internal circulation, internal and external walls, areas under balconies, shafts, lofts, cupboards.
- d. That the parking space, if allotted, shall not be treated as an independent entity nor can the same be alienated independently of the said Unit as the Vendee(s) have been given only exclusive right of use of the same.
- e. That vacant and physical possession of the said Unit has been handed over by the Vendor to the Vendee(s) herein at the time of execution of this Deed of Sale, and the Vendee(s) acknowledges having taken over the possession of the same to the Vendee(s)'s complete satisfaction and the Vendee(s) agree/s that the Vendee(s)

shall have no claim whatsoever against the Vendor with regard to any defects or deficiency in construction, quality of materials used or on account of any delays etc.

2. Common Areas

- a. That all the common areas and facilities shall remain under the control of the Vendor who will be responsible to maintain and upkeep the said spaces, sites etc. until the same are transferred/assigned to any other body or association for maintenance.
- b. Save & except in respect of the said Unit hereby agreed to be sold to the Vendee(s), the Vendee(s) shall have no claim, right, title or interest of any nature on any common area, such as lobbies, staircase, lifts, corridors, terraces and roof, etc. which shall remain the property of the Vendor whose responsibility will be to maintain and upkeep the said spaces, sites, either on its own or through a maintenance agency at the cost and expenses of the Vendee(s) until such time the same or any part thereof is specifically transferred in any manner to any other agency, association etc.

3. Levis, Taxes & Liabilities

- a. That the Vendee(s) has/have agreed to additionally pay to the Vendor, on demand, any increase in the External Development Charges and/or other charges, rates, taxes, compensations, cess etc., if any, levied, by whatever name called or in whatever form and with all such conditions imposed, by the Government, Local Authorities and/or any other competent Authorities; and such increase therein shall be borne and paid by the Vendee(s) in proportion to the super area of his/her unit to the total super area of all the premises as determined by the Vendor. If such External Development Charges and/or other charges, rates, taxes, compensations, cess etc., if any, levied, are increased/demanded (including with retrospective effect) by Government, Local Authorities and/or any other competent Authorities after execution of this Sale Deed, then the Vendee(s) undertake to pay such charges directly to the Government Agency or concerned Department or to the Vendor as may be called for immediately on demand. In the event of such charges remaining unpaid the Vendee(s) shall be responsible for the consequences of such non-payment and further agrees that the Vendor shall have the unfettered right to resume the said Unit and the Vendee(s) shall have no right title and interest left in the said Unit thereafter. The Vendee(s) further agree/s that he/she would not be competent to challenge such action of resumption of the said Unit by the Vendor due to default of non-payment of such enhanced External Development Charges etc. on the part of the Vendee(s). It is specifically made clear and it is agreed by and between the parties that all the obligations of the Vendee(s) relating to and/or concerning the External Development Charges etc., as aforesaid shall survive the Sale of title of the said Unit in favour of the Vendee(s) and the Vendor shall have first charge/ lien on the said unit in respect of any such non- payment of Charges and/or such shortfall/ increases as the case may be.
- b. That at present the fire safety measures in the common areas of the said building

/ Project have been provided where ever required as per the existing fire safety code / regulations and charges therefor are included in the sale consideration of the said Unit. If, however, due to any subsequent legislation(s), Government Regulations, Orders or/ and Directives etc., the Vendor is required to undertake / install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand by the Vendee(s) to the Vendor, proportionate to the area of the said Unit.

- c. That the Vendee(s) shall be liable to pay property tax and all rates, taxes, charges, assessments, levies and cess etc., by whatever name called, assessed or imposed by municipal or other authorities whether levied retrospectively, now or in future in respect of the said Unit irrespective of the fact that the Vendee(s) has/ have not been enjoying the benefit of the said Unit. Till the said Unit is individually assessed to property tax or any other charges including cess etc., as aforesaid by the authorities, the Vendee(s) shall be liable to pay to the Vendor on demand, such taxes/ charges/ cess etc. whether levied now or in future on the Project land/Project building, proportionate to the area of the said Unit.
- d. That all costs of stamp duty, registration fee and other miscellaneous/ incidental expenses on the execution and registration of this Sale Deed has been borne and paid by the Vendee(s). Any deficiency in the stamp duty as may be determined by the Sub-Registrar/ Concerned Authorities along with consequent penalties/ deficiencies as may be levied in respect of the said unit conveyed by this Deed shall be borne by the Vendee(s) exclusively and the Vendor shall not be responsible for the same in any manner, whatsoever
- e. For the purposes of Stamp Duty, the calculation of Valuation of the said Unit as per prescribed Circle Rate are as under :
 - 1. Cost of Covered area _____ Sq. Mts. @ Rs. _____per Sq. Mtrs. comes to Rs._____-/- and Floor wise applicable discount rate is __% of cost of Built-UP area i.e. Rs. _____/- Because the said unit is situated on _____ Floor.
 - 2. Now, the net valuation of the said Unit is Rs._____-/- say Rs. _____
 - 3. The Sale Consideration for the said Unit is Rs. _____/
 - 4. Thus the Stamp Duty of Rs. _____/- is being paid on the higher Value (i.e., Rs._____-/-).
- f. That the Vendee(s) hereby undertakes to pay to the Vendor from time to time and at all times the amounts which the Vendee(s) is/are liable to pay as agreed under this Deed in relation to the norms of the Residential Mega Group Housing Projects as laid down or notified by the State Government from time to time and demanded by it either directly or through the Builder or as imposed on the Builder having general applicability on the said Project and to observe and perform all the covenants and conditions contained in this Deed. The Vendee(s)

further undertakes to keep the Vendor and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the covenants and conditions of this Deed as well as in relation to the norms of the Residential Mega Group Housing Projects laid down or notified by the State Government from time to time and demanded by it either directly or through the Builder or as imposed on the Builder having general applicability on the said Project by the Vendee(s) and also against any loss or damage that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Vendee(s).

- g. That the Vendee is fully satisfied as to the quality of construction and dimensions, specifications, area and location of the said Unit.
- h. The Vendee(s) shall not involve the Vendor, by his conduct or otherwise, directly or indirectly in any type of litigation with any other party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Vendor, and it will be treated as dues recoverable against the said Unit.
- i. That the Vendee(s) confirm(s) that his/her/their right, title and interest in the said Premises/said Building shall be limited to and governed by Punjab Apartment Property Regulation Act, 1995 and Punjab Apartment Ownership Act, 1995 and the rules and regulations made thereunder. The Common Areas and facilities and the undivided interest of the Vendee in the Common Areas and facilities as specified by the Vendors is conclusive and binding upon the Vendee(s). For the purpose of determination of voting rights, the value specified herein, of the said premises shall be taken into consideration and such value of voting rights shall not vary and or fluctuate with any increase or decrease on any future date, in the value of the said premises.

4. Vendor's Rights & Duties

- a. That the Vendor will indemnify and keep indemnified the Vendee(s) from and against all demands, claims, losses that may be suffered by the Vendee(s) arising on account of any defect in the title of the Vendor to the said Unit.
- b. That except for the said Unit herein agreed to be sold and the necessary easmentary rights pertaining thereto, all the residuary rights in the building and the said Project land/said Project shall continue to vest in the Vendor till such time as the same are not allotted, sold or otherwise transferred to any particular Association of Owners in the said Project as recognized by the Vendor or handed over to any Municipal or Government Authorities or the Association of Apartment Owners constituted under the relevant law and recognized by the Vendor, as may be required.
- c. That the Vendor hereby assures the Vendee(s) that they have absolute title with all rights, full powers and absolute authorities to grant, convey, transfer, assign, and assure the said Unit hereby conveyed, transferred, assigned and assured unto the Vendee(s) absolutely and that the said Unit is free from all encumbrances, charges, liens etc.

- d. That the Vendee(s) has/have satisfied himself/ herself/ themselves with regard to the above and shall not make any further requisition or objection whatsoever.

5. Vendee(s)'s Rights & Duties

- a. That the Vendee(s) agree/s to abide by all Laws, Bye-laws, Rules and Regulations applicable to or as may be applicable from time to time, governing or relating to the said unit, building, Project and shall be responsible / liable for all defaults, violations or breaches thereof.
- b. That the Vendee(s) shall not use the said Unit or permit/ allow the same to be used for purpose other than residential, or for any purpose which may or is/are likely to cause nuisance or annoyance to the occupiers of other Unit or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use.
- c. The Vendee undertakes to proportionately pay the prescribed city development charges and/ or any other charges, as may be imposed /demanded by the concerned Authorities/ Vendor/ Government Agencies etc. for city level special infrastructure project. Further the Vendee(s) undertakes to be bound by the terms and conditions, as laid down/revised by the Government of Uttar Pradesh, from time to time, in respect of its Policy relating to development of Integrated Township, as made applicable to the said Project, even with retrospective effect and shall abide by imposition/ payment of any kind of tax/levy/ octroi/charges/cess etc. that may be imposed or demanded directly in respect thereof, by the concerned Central/ State Government or through its agency/instrumentality with respect to the said Project and /or any construction therein being part of the said Project.
- d. That the Vendee(s) shall keep the said Unit in good repair at all times and shall not make any additions/ alterations in the said Unit without permission from the Vendor and/ or concerned authorities nor shall demolish any walls including load bearing walls, or cause damage to or nuisance in the said Unit or the said Project in any manner as may affect the safety of the structure of the buildings or of any installations. The Vendee(s) shall be liable for any losses, damages as may be caused on account of breaches.
- e. That the Vendee(s) shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hoardings, hanging of clothes, etc. in the common areas as well as outer façade of the Building and shall not change the color of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.
- f. That all roof right of the top floor shall exclusively vest with the Vendor who has unfettered right to enter upon the terrace through its Agents for purposes of

maintenance, repairs, replacements etc. of the Building, Structure and various Installation & common facilities thereon. However, the entire area of the terrace shall be open to all the owners / occupants of other Unit in the building only in cases of emergencies like fire etc. and shall be further subject to provisions of the local laws.

- g. That the Vendor shall, if permitted by law, be exclusively entitled to give on lease or hire any part of the top roof/terraces above the top floor, (excluding exclusive terraces allotted, if any, specifically by the Vendor in the said Project) for installation and operation of antenna, satellite dishes, communication towers, etc.
- h. That the Vendee(s) shall be entitled to get the said Unit transferred and mutated in its own name as owner in the revenue records or of any other concerned Authorities on the basis of this Sale Deed or its true copy without any further act or consent of the Vendor.
- i. That if the Vendee(s) transfer/s the said Unit to a third party then the Vendee(s) shall have to obtain "No dues" & "NOC" from the Vendor and that such subsequent transferee shall be bound by the terms and conditions of this Sale Deed.
- j. That the Vendee(s) undertake/s to follow, observe and perform all the internal guidelines as may be made applicable by the Vendor or the Maintenance Agency or the Association from time to time.
- k. That all terms and conditions of the Buyer's Agreement in respect of the said Unit shall be deemed to have been incorporated in this Deed save and except those of the terms and conditions of the Buyer's Agreement which are at variance with the terms and conditions contained in this Deed in which case same terms and conditions contained herein shall prevail.
- l. That the Vendee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or waste material, anywhere save and except at areas/places specifically earmarked for the purposes in the said Project.
- m. That the Vendee(s) shall not store in the said Unit any goods, which may be combustible/hazardous to health and obnoxious in nature.
- n. In case, the said Unit is not used and occupied by the Vendee(s) himself then he shall ensure that all obligations/liabilities and responsibilities devolving upon him/ it under this deed are complied with by the occupier and the same are made equally binding on the occupier of the whole or any part of the said Unit in the same way as they are binding on the Vendee(s) and these conditions shall form part and parcel of the terms and conditions of the agreement with the occupier. Even in case the Vendee(s) fail/s to impose these conditions on the occupier and/ or occupier fails to adhere to such conditions, the Vendee(s) shall be liable for such violations. However, the Vendor/ Maintenance Agency reserve its rights to seek remedial measures against both Vendee(s)/ occupier of the said unit, jointly & severally, as the case may be.

- o. If any provision of existing or future law is made applicable on the said Project and any additional provisioning like that of pollution control devices, effluent treatment plant or any other thing under the law of pollution control or any other provision and any other law/order is required to be made, then the cost of such additional provisioning shall be proportionately shared by the unit Vendee(s) and paid, as and when demanded by the Vendor/Company, within specified time.
- p. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the said Unit, it is made clear that it is only the covered area of the said Unit to which the Vendee(s) shall have the exclusive right and the inclusion of the common areas in the computation does not confer any exclusive title thereon to the Vendee(s).
- q. That the Vendee(s) shall have no specific right in the Project Land under the building excepting to the undivided/ unidentified rights in land proportionate to the area of the said Unit herein.
- r. That the Vendee(s) agree/s that in case further construction on any portion of the Project Land or building or on the terrace becomes permissible, the Vendor shall have the exclusive right to take up or complete such further construction as belonging to the Vendor notwithstanding the designation and allotment of any Common Areas as Limited Common Areas or otherwise. It is agreed that in such a situation or with a view to complying with the provisions of the local laws, the proportionate share of the Vendee(s) in the Common Areas and Facilities, the Limited Common Areas and Facilities and in the land underneath the building shall stand varied accordingly, without any claims from the Vendee(s). The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey(s) with the existing such facilities/ installations.
- s. The Vendee(s) shall not involve the Vendor, by his conduct or otherwise, directly or indirectly in any type of litigation with any other party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Vendor, and it will be treated as dues recoverable against the said Unit.
- t. That the Vendee(s) shall use Compact Fluorescent Lamps (CFL) for internal lighting to conserve energy.

6. Maintenance

- a. That the Vendor and/ or its nominee Maintenance Agency shall look after the maintenance and upkeep of the common areas and facilities in the Project and the Vendee(s) hereby agree/s to pay maintenance charges, interest free maintenance security, contribution towards sinking/ replacement fund as may be demanded by the Vendor or the Maintenance Agency. The Vendor or the Maintenance Agency shall be entitled to withdraw itself from maintenance activities on notice to Unit owners in the said Project and to hand over the same to any Authorities or a Body/ Association of the Unit Owners as recognized by the Vendor in terms of the local laws, as may be applicable.

- b. That the Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the Vendor and/ or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the said Project and shall be bound by the rules & regulations of the Maintenance Agency. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Project, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the Maintenance Agency, for non/belated payments thereof.
- c. That the Vendee(s) shall permit the representatives of the Vendor and/ or of the Maintenance Agency from time to time and at all reasonable times to enter into/ upon the said Unit in order to inspect the same and to carry out necessary repairs/ replacements etc.
- d. In addition to the Vendor's and the Maintenance Agency's rights of unrestricted usage of all common areas and facilities and parking spaces for providing necessary maintenance services, the Vendee(s) agree/s to permit the Vendor or Maintenance Agency to enter into the said Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Unit or the defects in any other Unit above or below the said Unit. Any refusal of the Vendee(s) to give such right to entry will be deemed to be a violation of the terms & conditions of this Sale Deed as well as the Maintenance Agreement and the Vendor shall be entitled to take such actions as it may deem fit.
- e. That the Vendee(s) before transferring his Interest in the said Unit shall obtain "No Dues Certificates" from the Maintenance Agency. The transferees of the Vendee(s)'s interest in the said Unit shall always be bound by the provisions of the Maintenance Agreement executed by the Vendee(s).
- f. That to safeguard the interest of the owners/ occupants of Units in the said Project, the entry of outsiders to the building/said Project may be regulated by the Maintenance Agency by engaging certain security personnel. The provision of such security services would not create any liability of any kind upon the Vendor/ Maintenance Agency for any thefts, mishap resulting at the hands of any miscreants.
- g. That the Vendor and / or the Maintenance Agency shall have the right to insure and keep insured the structure of the building against such risks as the Vendor and / or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Vendee(s) in proportion to the area of the said Unit. The contents, fixtures and fittings installed in the said Unit shall, however, be insured by the Vendee(s)/ occupier(s) at its own cost.
- h. That whenever the title of the said Unit is transferred in any manner whatsoever, the transferor and transferee shall within 30 days of transfer give notice of such transfer in writing to the concerned Authorities, the Vendor and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding

maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the said Unit failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Unit.

- i. In the event of death of the Vendee(s), the person on whom the rights of deceased devolve shall, within 30 days of devolution give notice of such devolution to the Authorities, Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authorities and/or any other Government Agency.
- j. The transferee or the person, on whom the title devolves as the case may be, shall supply to the Authorities, Vendor and the Maintenance Agency certified copies of document(s) evidencing such transfer or devolution.

7. OTHERS

- a. That the said Land/Project Land includes parcels earmarked for certain facilities like shops, recreation club etc. and the buildings constructed/ to be constructed thereon and therefor. The Vendee(s) shall have no claim to such parcels of Project Land in the said Project and / or the buildings thereon and these are not within the scope or purview of this Sale Deed. However, it is specially clarified that the ownership of the club, its equipments, buildings and constructions together with the rights in the land underneath shall continue to vest with the company at all times irrespective of whether its management is done by the company and/or its nominee appointed for this purpose. The Allottee shall be entitled to avail the club facilities/services as per the rules and regulations of the Club.
- b. That if any of the provisions of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Sale Deed shall remain valid and enforceable in accordance with their terms.
- c. That at any time, with respect to the building and/or the Project, in which the said unit is located, the Vendor being owner of the building/ Project and being Grantor, may submit the said property to provisions of concerned Act, rules and regulations thereunder. The Vendee(s) expressly agree/s and assure/s the Vendor that the uniform computed value of the said Apartment, as may be specified by the Vendor at their sole discretion in accordance with the Act, rules and regulations therefore only shall be conclusive and binding on the Vendee(s) and shall not vary and/or fluctuate at any point of time in future due to any subsequent sale transaction, taxation or otherwise.
- d. That the said Project shall always be known as **“CELESTIA GRAND PREMIER (G+4), LUDHIANA”** and the said name shall never be changed by Vendee(s) and/ or jointly by the Vendee(s) and owners of the other Units in the said Project or any

Residents Welfare Association as recognized by the Vendor that may be formed at any subsequent time.

- e. That in case there are joint Vendee(s), all communications shall be sent by the Vendor to the Vendee(s) whose name appears first and the communications sent to the Vendee(s) on the given address shall for all purpose be considered as served on all the Vendee(s) and no separate communication shall be necessary to the other named Vendee(s). That for the purpose of the communications with the Vendee(s) relating to said Unit, the address of the Vendee(s) stands amended in the records of the Vendor and the nominated Maintenance Agency from the date of execution of this Sale Deed and all Communications henceforth shall be sent on changed address of the Vendee(s) as per this Deed. If the Vendee(s) fail/s to receive any such communications, it shall be responsibility of the Vendee(s) to get into touch with the Vendor / Maintenance Agency regarding such communications.
- f. That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision.
- g. That the use of any gender, in this Deed or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of this Deed and the same shall be read and construed accordingly as the context demands.
- h. That all the Annexure and the Schedule of this Deed shall form part and parcel of -this Deed.

SCHEDULE OF PROPERTY

The Residential said Unit bearing Flat bearing No. ____ situated on ____ **Floor** in the Residential Tower____ Block ____admeasuring Super Area ____**Sq. Mtrs.**(____ **sq. ft.**) approx {having **Covered area** of ____**Sq. mtrs.** (____**Sq.ft.**) and **Share of common areas**____**Sq. Mtrs.** (____**Sq. Ft.**) approx. in the Group Housing Project (G+4) known as “**CELESTIA GRAND PREMIER (G+4), LUDHIANA**” situated at Village Dad and Thakarwal at Ludhiana-Pakhowal Road, District Ludhiana, Punjab along-with proportionate, undivided impartible share and interest in the Project Land underneath the building in which said Unit is located and in the common areas and facilities provided in the building.

IN WITNESS WHEREOF the parties have hereto set their hands on the day, month and year first above written.

WITNESSES:

Signed for & on behalf of

1.

(VENDOR)

2.

(VENDEE)

Typed by:

Drafted by: