

DRAFT SALE DEED

Sale Deed for Rs. _____/-.

Market Value Rs. _____/-.

Stamp Duty Rs. _____/-

THIS DEED OF SALE is made on ____ day of _____, 2017 between.

M/s Riddhi Promoters Pvt. Ltd., (Pan No. AACCR4020J) a Company incorporated under Companies Act 1956, having its registered Office at 68/3, Kamla Nagar, Meerut City, through its authorized signatory Mr. Mukesh Jain, son of Mr. Prem Chand Jain, R/o 68/3 Kamla Nagar, Meerut City, duly authorized by the Board of Directors for the purpose of execution of this Sale Deed, vide Board Resolution dated 30.04.2017; (2) Sh. Rakesh Jain (Pan No. ABFPJ4214M) and Sh. Mukesh Jain (Pan No. ACAPJ7370A) both sons of Sh. Prem Chand Jain, and residents of 68/3, Kamla Nagar, Baghpat Road, Meerut City; hereinafter called the 'Vendors', which expression shall, wherever the context so admits, include their respective heirs, successors, administrators and assigns on the first part; And

IN FAVOUR OF

Sh. _____ (PAN No. _____) son of Sh. _____, resident of _____ Mob. No. _____ (hereinafter called the 'Vendee' of the second part); And

WHEREAS the expressions " Vendors" and "Vendee" shall, wherever the context so admits, include their respective heirs, successors, executors and assigns; And

WHEREAS the Vendors are the absolute owner of a land measuring 7442.25 sq. mtrs. In khasra nos. 482 and 483 situated at Vill Kaseru Buxor, Tehsil and District Meerut, hereinafter referred to as the Said Land, having purchased the same from Smt. Harinder Kaur, Sh. Vijay Pal Singh, Sh. Subhash Narang, through sale deed 19.02.2007 which was registered in Book No. 1, Volume 5293 on pages 145 to 242 on Sl. No. 1720 on dated 19.02.2007 in the Office of Sub Registrar, Meerut, from Sh. Tajendra Singh,

through sale deed 29.10.2005 which was registered in Book No. 1, Volume 4603 on pages 181 to 198 on Sl. No. 9751 on dated 29.10.2005 in the Office of Sub Registrar, Meerut, from Sh. Satpal Singh through sale deed 08.02.2006 which was registered in Book No. 1, Volume 4734 on pages 73 to 90 on Sl. No. 1178 on dated 08.02.2006 in the Office of Sub Registrar, Meerut, from Smt. Harinder Kaur through sale deed 12.01.2004 which was registered in Book No. 1, Volume 3760 on pages 397 to 412 on Sl. No. 302 on dated 12.01.2004 in the Office of Sub Registrar, Meerut, from Smt. Harinder Kaur, Sh. Roshanpal and Sh. Yogendra Sharma through Sale deed dated 26.10.2004 ;

AND WHEREAS the Vendors has developed a Residential Colony on a portion of the Said Land measuring 2950 sq. mts., after getting the Layout plan and Building Plans sanctioned from Meerut Development Authority, under the name and style of " Vardhman Golden Park", hereinafter called the " Said Colony "

AND WHEREAS the Vendee had applied to the Vendors for the purchase of a Plot in the Said Colony and the Vendors had allotted a Plot, having an Area measuring about _____ sq. mt. in the Said Colony, together with indivisible proportionate share in common areas; hereinafter referred to as the Said Unit, to the Vendee, for a consideration of Rs. _____/- (Rupees _____ only); And

Whereas the Vendee has examined the titles of the Said Land, the sanctioned plans of the Said Colony, and has satisfied himself and has agreed to comply with all the terms and conditions of allotment, maintenance etc.; And

WHEREAS the Vendee has paid to the Vendors the consideration of Rs. _____/- (Rupees _____ only) , for the Said Unit and the Vendorss have agreed to transfer the Said Unit, free from all encumbrances, in favour of the Vendee on the following terms and conditions:

NOW , THEREFORE , THIS DEED OF SALE WITNESSETH :

1. THAT in consideration of the sum of Rs. _____/- (Rupees _____ only) paid by the Vendee to the Vendors, the receipt of which the Vendors do hereby admit and acknowledge, the Vendors do hereby grant, convey, sell, transfer and assign to the Vendee all their rights, title and interest in the Said Unit by way of sale, who shall hereinafter be the lawful, absolute and undisputed owner of the Said Unit, and enjoy all the rights of ownership, possession, privileges, easements, together with the right, in common with the other purchasers/owners of Residential units in the Said Colony, in all common spaces and other amenities, in any way appertaining thereto.
2. THAT the Vendee shall be liable to pay all maintenance charges for the upkeep, maintenance, repair etc. of common areas and facilities and amenities etc. in the Said Colony for all times, as applicable in case of other purchasers of units in the Said Colony to the Association of Owners, hereinafter referred to as the Said Association, and shall remain bound by the Bye laws of the Said Association, and till such time that the Said Association is formed, the maintenance of the common areas and facilities will be carried out by the Vendors or their nominated Agency and the Vendee agrees to pay the maintenance charges as above to the Vendors or their nominated Agency. The Vendee affirms and hereby indemnifies the Vendors or the Said Association, as the case may be, against non payment of maintenance charges, dues and taxes as may be applicable to the Vendee. The Vendee shall also be liable to pay to the Said Association an interest free, non-redeemable and not transferable deposit, as may be determined by the Vendors or the Said Association as the case may be.
3. That the Vendors hereafter shall have no claim or title to the Said Unit and the Vendee shall be the absolute owner of the Said Unit.
4. That the Vendors also declare and assure the Vendee that the Vendors are the sole, absolute and rightful owners of the Said Unit and the same belongs to the Vendors and the Vendors have the right to transfer the same.
5. That the Vendors have delivered the actual, peaceful, vacant possession of the Said Unit to the Vendee, free from all encumbrances, charges and demands whatsoever, excluding the charge mentioned in para 2 hereinabove, which the Vendee hereby acknowledges, and since then the Vendee continues to be in possession thereof.
6. That the Vendors do hereby declare that all the taxes payable in respect of the Said Unit upto the date of these presents have been fully paid by the Vendors

and so hereby covenant with the Vendee that if any remain unpaid , the Vendors will be liable to discharge the same . However , from the date o this Deed all such taxes in respect of the Said Unit shall the liability of the Vendee .

7. That the Vendors agree to save and keep indemnified and harmless the Ve dee against all actions , proceedings , claims in regards to the Said Unit , which may transpire on account of any defect in the title of the Vendors .
8. PROVIDED ALWAYS and it is hereby agreed that whenever uch as interpretation would be requisite to give fullest possible scope and effect to the covenants herein contained, the expression the Vendors and the Vendee hereinbefore, use shall include their respectiv heirs legal representative, successors transferees and assignees.
9. That the Vendee shall not use the Said Unit for any suc purpose so as to make any noise or air pollution, nor shall the Said Un be used for selling meat or liquor.
10. That the Vendee shall maintain neatness in and around he Said Unit, and not create any hindrance or obstruction in the common areas
11. That all stamp Duty, costs, charges and expenses towards execution and Registration of this sale Deed are being paid and borne by the VENDORS alone. However, the Vendors shall be liable only to the extent of the Stamp Duty paid, and in case any further amount is payable that shall be the liability of the Vendee alone.

SCHEDULE 'A'

Plot No. _____ having an Area of _____ Sq. mts. in the Said colony Vardhman Golden Park, Revenue Village Kaseru Buxor, Tehsil and District Meerut

Measurement and boundaries are as per side plan

EAST: _____
WEST: _____
NORTH: _____
SOUTH: _____

SCHEDULE OF PAYMENT

OTHER DETAILS :

1. That the Plot sold through this sale deed is a residential property.
2. That the Circle rate of said Land is fixed by Collector, Meerut segment road serial no. 50 Mawana Road to Ganga Nagar Dividor oad is Rs. _____/- per Sq. mtrs.
3. That the Plot situated within the Nagar Niqam Limit & Development Area.

This deed of sale is executed and signed on the date given above in the present of the following witnesses.

Witnesses:-

(1)

VENDORS

(2)

VENDEE

DRAFTED BY : _____--