

**SALE DEED**

Type of Land Residential  
Ward Kalindi Kunj  
Mohalla/Colony **Vrindavan Vihar**  
Detail of Property (Property No.) Flat On Plot No. GH-02  
Vrindavan Vihar, Kalindi Kunj Residential  
Scheme, Khurja -203131.  
Unit of Measurement (Area of Flat)..... Sq. Mtr.  
Stage of Road (As per Annexure) .....  
Type of Property Constructed Flat  
(Total Covered Area ..... Sq. Mtr.) Ground  
Floor Area..... Sq. Mtr. and First Floor Area  
.....Sq.Mtr.  
Consideration Amount in Rs. .... /- ( ..... Only)  
Stamp Paper ..... /-  
(e-stamp Certificate No. ....  
date ..... )  
Circle Rate ..... /- per sq. mtr. As per circle rate list.  
Market Value..... /-

This Deed of Sale made on ..... at Khurja, Bulandshar.

**Between**

**“M/S SHRUTI GARDEN”** through its Partners Shri Rohit Singhal son of Late Sh Rajendra Swaroop Singhal & Aditya Mittal son of Shri Kuldeep Mittal having office at GH-02, Vrindavan Vihar, G T Road Khurja (U.P.). hereinafter called the “Sellers” their heirs,

successors and the persons deriving title under them of the one part. (Pan No. AA EFS4248J)

**AND**

..... W/o / ..... R/o .....

(Pan No. ....), (Adhar No. ....), (Mobile No .....

Hereinafter called the "Purchaser" which expression shall include his heirs, successors and the persons deriving title under him of the second part.

Shri Rohit Singhal son of Late Sh Rajendra Swaroop Singhal & Aditya Mittal son of Shri Kuldeep Mittal are partners of said "**SHRUTI GARDEN**" vide partnership deed dated 11.06.2021.

AND whereas the Sellers is fully possessed of said Flat On Plot No. ....

AND whereas the aforesaid Flat On Plot No..... is not under attachment or sale in execution of any degree of any court and is also not effected by any encumbrances or adverse rights and claims.

AND whereas the said Sellers in any capacity whatsoever have not been restrained by any prohibitory order of any court from alienating the aforesaid land/builtup house i. e. Group Housing Project On Flat No. .... of '**Vrindavan Vihar**' and there are no acquisition proceedings or proceedings of any other kind pending in any court nor have been notified by Government in respect of aforesaid group housing project On flat No. ....

AND whereas the said land GH-02, old G T Road, N-91, Kalindi Kunj Residential Scheme of Khurja Development Authority was purchased from Khurja Development Authority by Shruti Garden through partners Shri Rohit Kumar Singhal.

AND whereas as regards Plot No. GH-02 is a group housing plot allotted by Khurja Development Authority in their developed colony, which has been shown to and seen by said purchasers.

AND whereas as regards sanction of layout plan of “Vrindavan Vihar” group housing project, it has been sanctioned on 06 Aug 2022 by Khurja Development Authority vide KHDA/BP/21-22/0045 and individual house plan on plot no. .... has been sanction on .....vide Building Plan No. Application No . .... which has been shown to and seen by said purchasers.

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AND whereas said seller has developed said Plot No..... and subsequently built a house and is in defector and dejure possession of said House On Plot No .....and is legally entitled to sell, transfer aforesaid House on Plot No. .... to any person whomsoever and this fact said Shri Rohit Singhal son of Late Sh Rajendra Swaroop Singhal & Aditya Mittal son of Shri Kuldeep Mittal on behalf of Shruti Garden and confirm the same.

AND whereas the seller thus agreed to sell all the rights possessed by the firm and on its partners in said builtup House On Plot No and the purchaser has agreed to purchase on the terms and conditions appearing hereinafter.

Now This Deed Witnesseth as Follows : -

That in pursuance of the said agreement and in consideration of the sum of Rs ..... /-  
(..... Only) paid to the Sellers by purchaser are as under: -

S. No.	Amount	Particular of Cheque
1.		
2.		
3.		
<b>Total</b> .....		<b>/-</b>

The receipt of which the seller acknowledges and admit. The seller hereby sells, transfer and assign to the purchaser all the rights held by them in the said House On Plot No. .... more particularly delineated and described in the schedule hereunder and the plan annexed hereto and thereon shown with its boundaries coloured red and all other rights, privileges held or enjoyed having and to hold the same unto and to the use of the purchaser absolutely and forever.

The colony road will be common passage for common use of the purchaser, their servants, agents, tenants and licensees.

2. (a) Whereas the seller has built a house on the aforesaid Plot No and the house is complete and ready for possession and the purchaser after its complete construction has approached the seller buy the same after its due inspection. The said purchaser is willing and prepared to purchase the completely built and ready for possession duplex house on plot no. .... on as is where is basis for a total consideration of Rs. ..../- (..... Only) as found agreeable between the parties hereto and which is the best price for the said house.

(b) The purchaser has checked all relevant papers and also checked all the material used for construction of house. The purchaser is completely satisfied on both fronts and shall have no complaints in future.

(c) The constructed house has land area of ..... sq.mtr. and constructed area ..... sq. mtr. Consisting ..... Bedrooms, Drawing & Dining, Kitchen, .....Toilet, dressing room, store and open spaces.

3. The seller covenant with the purchaser as follows :-

That the seller have a marketable title to the land hereby transferred which subsists and the seller and its partners have good right and full power to sell and transfer the same.

(a) That the land/house hereby transferred shall be quietly entered into and upon and held

and enjoyed by the purchasers without any interruption or disturbance by the seller any person claiming through or under them. The seller in any capacity whatsoever shall have no claim or right of whatsoever nature on the land and built up house hereby conveyed and the purchaser will be rightful owner of the said land.

- (b) That the seller through its said partner have put the purchaser in actual physical, possession of the house hereby transferred vacant.
- (c) That the house on plot no      hereby transferred is free from all encumbrances.
- (d) That the seller shall at any time hereafter on the request and on the expenses of the purchaser do and execute all such acts and deeds as are reasonably required to more effectively transferred and assure the land hereby sold to the purchaser.
- (e) That the purchaser shall not hinder or obstruct the seller or any other person having the seller authority to construct any drain adjacent to any side of the plot hereby sold, which the seller or any other person or agency having the seller authority deem proper.
- (f) That the purchaser shall not be entitled to use the house for any non residential house, or set up any industry or use any portion there of for laying a road connecting any land situated outside the colony. The purchaser shall also not use the house for any un law full or illegal activity. The seller shall be entitled to restrain the purchaser from making any violation of the land use by the purchaser.

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- (g) That the seller has not given any undertaking regarding provision of any amenity in the colony to the purchaser. The house is being sold as it is where it is basis.
- (h) That the purchaser shall not act against the stipulations of this deed as well as the agree.
- (i) That there is no external sewer line at present around the colony. But sewer line in the colony has been laid down. The purchaser shall not discharge the effluent of sewer tank in open drain. However in future, if it is possible for the development authority or other

agency to extend sewer line in the area, the purchaser shall be liable to pay proportionate cost of sewer line, as may be decided by the agency responsible for paying the sewer line. The purchaser shall not object to payment of such cost and the amount may be recovered as arrears of land revenue.

(j) That the purchaser shall obtain individual water and electric connections from the concerned authority at its own cost after depositing such security as required in this regard. The seller has got constructed a tank with a pump, which is shall be maintained by the resident welfare society. The maintenance Charges and running charges which include electric consumption amount and all other expenses incurred in the above services shall be exclusively borne by the purchaser who shall share the expenses with there plot/house holders/occupiers. The seller shall not be responsible for maintenance and supply of water and electricity.

4. That the said seller declare and covenants with the purchaser that they have no right,

5. title, interest or claims of whatsoever nature in the land being sold and contrary to the interest of seller. The purchaser will be exclusive and sole owner of the said house purchased by him from said seller.

6. That should anything transpire contrary to the assurances covenants and declaration given and made herein above the seller and its partners undertake to indemnify and keep the purchaser indemnified and harmless against any claim or action in relation to the land hereby conveyed by any person whosoever claiming any right, title or interest therein to the prejudice of the rights and of the purchaser and further to compensate the purchaser in case the purchaser is made to pay any money or suffer any damages by any act or conduct of the seller are claiming through its partners or any other person or are deprived of the possession on account of any defect in the title of the seller or for any other reason.

7. All expenditures which may be incurred on stamps and registration shall be borne by the purchaser.

SCHEDULE OF THE FLAT ON PLOT NO \_\_\_\_\_ , CONVEYED

All rights held by seller House On Flat No. ....../ Floor No. , **“Vrindavan Vihar”** GH-02, Kalindi Kunj, Khurja - 203131 **“Vrindavan Vihar”** Revenue Village Khurja Tehsil Khurja and distt. Bulandshahr shown in enclosed site Plan in red colour.

The measurements of the land conveyed are as under :

North ..... Mtr.

South ..... Mtr.

East ..... Mtr.

West ..... Mtr.

The boundaries of the land conveyed are as under :

North .....

South .....

East .....

West .....

Collector Bulandshahr in pursuance of Rule 4 (1) of U. P. Stamp (Valuation of Property) Rules 1997 have circulated rate of land in Miyapur @ Rs /- per sq. mtrs. If the land is situated at road less than ..... ft. land being ..... sq. mtrs. Therefore the value for the purpose of stamp duty is Rs. ....../- Residential Constructed Cost is stipulated @ Rs. ....../- sq. mtr. constructed area is sq.mtr. hence cost of construction is calculated to Rs. ....../- Therefore its market value is Rs ....../-

In witness where of this sale deed has been executed on ..... before the following

witnesses :-

DRAFT