

---Draft for RERA Registration Purposes only---

Sale Consideration : Rs._____-/-

Market Value : Rs._____-/-

Stamp duty paid : Rs._____-/-

Pargana :

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	
3.	Mohalla/Village	:	
4.	Details of Property	:	Plot No._____(_____) on the _____(_____) ‘‘-’’
5.	Standard of Measurement	:	Sq. meters
6.	Location Road	:	
7.	Type of Property	:	Plot
8.	Position	:	Finished
9.	Carpet Area	:	____Sq. Meters (in Words)
10.	Year of Construction	:	
11.	Consideration	:	Rs._____-/- (Rupees_____Only)
12.	Boundaries	:	EAST :

			WEST : NORTH : SOUTH :
13.	No of persons in First Part (1);No of persons in Second Part (____);		
14.	Details of Seller	:	Details of PURCHASER(S)
	UTTAM VENTURES PVT LTD.(Formerly known as ULTRA FRESH FOOD PRIVATE LIMITED) ., a company duly registered under the Provisions of The companies Act 1956 having CIN....., having its registered Office at, AGRA-, represented by its Authorized Signatory Mr.	:	Mr. _____ S/o _____ R/o _____

UTTAM VENTURES PVT LTD.(Formerly known as ULTRA FRESH FOOD PRIVATE LIMITED) , a company duly registered under the Provisions of The companies Act 1956 having CIN....., having its registered agra, represented by its Authorized Signatory Mr. Rajmani Yadav duly authorised vide dated_____ (hereinafter referred to as the 'Seller' which expression unless repugnant to the context includes its successors, administrators, and assignees)

AND

Mr. _____ S/o _____ R/o _____

(hereinafter called the '**Purchaser(s)**' which expression shall mean and include their heirs, successors, administrators and assigns).

(The Seller and Purchaser as above are collectively known as the "Parties" and individually as "Party".)

WHEREAS

- a. The seller and the land owner namely M/s **UTTAM VENTURES PVT LTD.(Formerly known as ULTRA FRESH FOOD PRIVATE LIMITED)** having its registered office at Agra have entered into a builders agreement for the construction of residential apartment over the part of **GATA NO-2402, measuring 7229 sq.mtr. situated At Agra-** (hereinafter referred to as the "**project land**")
- b. The Seller is in possession of the free holdland located at Agra,___Tehsil and District Agra in the state of Uttar Pradesh, wherein the Seller is developing a Project in the name and style of "**SUMAN ENCLAVE**",(which project is here in after referred to as the "**project**"), as per various approvals (including the ones obtained and the ones applied for).
- c. Later on the Seller got constructed the Project named"_____" (hereinafter to as "**the said Project**") identifying as_____, and _____in pursuance of permit no.____dated_____;
- d. The Purchaser(s) are satisfied by the title of the project land and is desirous of purchasing a Plot in the project known as', _____ situated _____ at Khasra/plot Nos. _____situated _____ at village _____, Disstt. & Tehsil _____at Village _____having area measuring about _____(in word) sq. meter more and fully detailed in the schedule attached hereto.
- e. The Purchaser(s) acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser(s) and that the Purchaser(s) has relied on its own judgment and investigation in deciding to book an Plot in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans,advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the

compensation of claim, if any, of the Purchaser(s) in respect of the Flat hereby sold shall be deemed to have been waived.

- f. The Seller has accepted the request of the Purchaser(s) and has earmarked an **Plot no.** _____ having **area of** _____ **Sq. ft.**, And in the Project known as "SUMAN ENCLAVE" and undivided proportionate right of using facilities such as use of water and electrical arrangement and shall be hereinafter referred to as the "Plot" for Basic Sale Consideration subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. THAT in consideration of Rs. _____/- (Rupees _____ only) ("sale consideration") paid by the purchaser(s) to the Seller, the receipt whereof Seller hereby acknowledge. The Seller hereby sells, conveys, assigns and transfers by way of absolute sale all that Flat No. _____ (in word) on the _____ (in word) Floor in the project known as " _____ " 'built over a plot of land bearing Khasra/Plot Nos. _____ situated at _____ measuring about _____ (in word) sq. meter carpet Area, morefully described in the **SCHEDULE OF PROPERTY** given at foot of this deed and flat plan attached hereto in favour of the purchaser(s) to hold the same as absolute owners thereof, on the following terms and condition.
2. THAT the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser(s) hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser(s) right of use and enjoyment of the property sold in any manner whatsoever. THAT the property hereby sold is

free from all sorts or encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller is pending in any court of law or with any authority.

3. THAT the purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said Plot vehicles in the open spaces shall however, be permitted.

For RERA Registration

4. THAT the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be exclusively borne by the purchaser(s) and the stamp duty has been paid by purchaser(s) to this deed.
5. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.
6. **JURISDICTION:** That, the Courts of Uttar Pradesh, at.....bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.
7. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the Arbitration Act). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

SCHEDULE OF PROPERTY

Plot No. _____ (_____) on the _____ (_____) in the
 Project known as ' _____ -', built over a plot of land
 bearing Khasra Nos. _____ situated at
 Village _____ measuring about _____ (_____) sq. mtr.
 with proportionate right in land _____ sq. mtr. and bounded as under :-

EAST :

WEST :

NORTH :

SOUTH :

IN WITNESS WHEREOF the parties have put his respective hand on this
 deed of sale on the date month and year, first above written.

Signature of Seller

For UTTAM VENTURES PVT LTD.

(Formerly known as ULTRA FRESH FOOD PRIVATE LIMITED)

Authorized Signatory

Signature of Buyer(s)/ Allottee(s)

Witness:

1.

2.

Drafted by:

Composed by:

(_____)

Advocate, Civil Court,

(_____)

Civil Court,