

## **SALE DEED**

SALE CONSIDERATION: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)

MARKET VALUE for the purpose of calculation of Stamp Duty: Rs. \_\_\_\_\_/-

STAMP DUTY: Rs. \_\_\_\_\_/-

THIS SALE DEED is executed at MEERUT on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY

M/s \_\_\_\_\_ (PAN: \_\_\_\_\_), a partnership firm having its head office at \_\_\_\_\_, through its partner Shri \_\_\_\_\_ S/o \_\_\_\_\_, R/o \_\_\_\_\_ (hereinafter referred to as the "VENDOR") which shall mean and include its executors and assigns.

IN FAVOUR OF

[Sh./Smt.] \_\_\_\_\_, [Son/Daughter/Wife] of \_\_\_\_\_, resident of \_\_\_\_\_ (PAN: \_\_\_\_\_, Aadhaar No. \_\_\_\_\_, Mobile No. \_\_\_\_\_), hereinafter referred to as the VENDEE, which shall expressly, unless it is repugnant to the context or meaning thereof, mean and include [his/her] heirs, executors, administrators, successors-in-interest, legal representatives and permitted assigns.

WHEREAS the Plot bearing the number \_\_\_\_ (hereinafter referred to as the "said Plot") being transferred under this Sale Deed is situated in the residential colony by the name and style of "SOMDUTT ENCLAVE" (hereinafter referred to as the "Colony") which was approved as Layout No. MDA/LD/2022-23/0125 vide Sanction Letter dated 19.07.2022 by the Meerut Development Authority, Meerut (hereinafter referred to as "MDA") on the area admeasuring 26448 sq.m. (approx.) situated at Khasra Nos. 63/2, 64, 65/1 & 65/2 of Village Sarai Kazi, Tehsil and District Meerut.

AND WHEREAS the VENDOR is fully competent to execute this Sale Deed and all the legal formalities, with respect to the VENDOR's right, title and interest in the Land on

which the said Plot is situated, have been duly completed.

AND WHEREAS the VENDOR, being the Promoter, has registered the Colony with the Uttar Pradesh Real Estate Regulatory Authority with Project Registration No. UPRERAPRJ\_\_\_\_\_ under the provisions of the Real Estate (Regulation & Development) Act, 2016, and the Rules framed thereunder.

AND WHEREAS the VENDEE has examined all the documents relating to the title and ownership of the Land held by the VENDOR, the scheme formulated by the VENDOR and the sanctioned plans of the Colony. The VENDEE herein being satisfied [himself/herself/themselves] regarding the saleable rights, title and interest of the VENDOR in the Land, the VENDEE hereby agrees not to raise any disputes regarding the title of the VENDOR and right to transfer through a registered instrument of conveyance in favour of the VENDEE and that [he/she/they] have fully understood all limitations and obligations in respect of it.

AND WHEREAS the VENDEE has submitted an application to purchase a Plot in the Colony *vide* Application No. \_\_\_ dated \_\_\_ and has been allotted Plot No. \_\_\_ having a total area of \_\_\_ sq.m. (\_\_\_ square metres) *vide* Allotment Letter No. \_\_\_ dated \_\_\_\_\_.

AND WHEREAS the parties have gone through all the terms and conditions set out and the parties hereby confirm that they have full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Colony and have understood their mutual rights and obligations detailed herein.

**NOW, THEREFORE in consideration of the mutual representations, covenants, assurances, promises and other good and valuable consideration, this Sale Deed witnesseth as under:**

Subject to the terms and conditions as detailed in this Sale Deed, the VENDOR hereby agrees to sell to the VENDEE and the VENDEE has hereby agreed to purchase the said Plot bearing the number \_\_\_\_\_ and having the area \_\_\_ sq.m. (\_\_\_\_\_ square metres) in the Colony named “**SOMDUTT ENCLAVE**” situated at Khasra Nos. 63/2, 64, 65/1 & 65/2 of Village Sarai Kazi, Tehsil and District Meerut for a Total Sale Consideration of Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) ("Total Sale Consideration") at the rate of Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

1. The Total Sale Consideration of aforesaid Plot bearing the number \_\_\_\_ includes internal development charges and external development charges up to the date of this Sale Deed and includes the cost of providing the facilities, amenities and services within the Colony. However, the VENDEE will be liable for the timely payment of maintenance charges payable for maintenance and upkeep of the facilities, amenities and services provided within the Colony by the VENDOR or the maintenance agency or the Residents' Welfare Association or the local authority, as the case may be. The VENDEE shall also be solely responsible, without recourse to the VENDOR, for the payment of any taxes, fees, charges and liabilities payable in the future to any government authority/ semi-government authority/ local authority with respect to the said Plot and/or the Colony, as the case may be.
2. That the possession of the said Plot No. \_\_\_\_\_ has been duly delivered to the VENDEE on the execution of this Sale Deed and the VENDEE hereby confirms having duly taken over the possession of the said Plot from the VENDOR after having fully satisfied [himself/herself/themselves] with respect to the title of the said Plot, its location, area, dimensions and measurements, etc.
3. That the VENDEE has undertaken to abide by all prevailing laws, rules and regulations as may be applicable with respect to the purchase of the said Plot.
4. That the VENDEE shall commence the construction of [his/her/their] house on the said Plot, hereto sold, **only** after getting the building plan duly approved from the MDA. The VENDEE shall complete the construction, as per the approved plan, within 3 (three years) from the date of this Sale Deed. In case the VENDEE fails to complete the said construction within the period stipulated herein, the

VENDEE shall approach the VENDOR for an extension in the period for the aforesaid construction.

5. That any building will be constructed on the said Plot while strictly abiding by the bye-laws of MDA and all applicable laws of India and the VENDEE shall maintain the front setback and the side setback(s) of such building strictly in accordance with the building plan duly approved by the MDA.
6. That, before the commencement of construction of any house/ building on the said Plot, the VENDEE is liable to pay a lump sum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as water charges (for water to be consumed during construction and finishing of the house/building) to the VENDOR or the maintenance agency or the Residents' Welfare Association or the local body, as the case may be. The VENDEE shall take an electricity connection required for the construction and finishing of the House at [his/her/their] own cost without recourse to the VENDOR.
7. That the VENDEE or [his/her/their] nominees/ assignees/ employees/ tenants are strictly forbidden from encroaching upon any road or common areas of the Colony by the way of construction or installation of any temporary or permanent structures, including and not limited to, car parking garage(s), metal grill(s), generator(s), hedge(s), guard room(s) or guard post(s), etc. in front of the said Plot or any other common areas or roads of the Colony. The VENDEE is not permitted to put any gate/window/exhaust on any other roads except the front side of the said Plot in any manner whatsoever. It is further specifically clarified that the VENDEE shall not be entitled to install any gate/door or opening for entry or exit on the rear side of said Plot and shall not amalgamate the said Plot with any other land (adjacent to the said Plot) which lies outside the boundary walls or layout plan of the Colony in any manner whatsoever. In case of any such encroachment being done by the VENDEE, such encroachment shall be removed

by the VENDOR or the maintenance agency or the Residents' Welfare Association or the local body, as the case may be, and the cost for such removal shall be recovered from the VENDEE.

8. That the VENDEE shall cover the scaffolding around the house/ building on the said Plot with a tarpaulin cover during the construction and finishing of the said house/ building in order to avoid the spread of dust in the vicinity and shall not be permitted to store or stack any construction material(s), including and not limited to sand or gravel, on any road or in any common area of the Colony at any time. Construction material of any kind that is stored on the site will be fully covered in all respects so that it does not disperse in the air in accordance with requirements of the National Green Tribunal, New Delhi. It is recommended that the casting of slabs in the house/ building should be done using Ready Mixed Concrete provided by a light RMC transit mixer.
9. That any vehicle carrying any construction material(s) meant to be used for the construction of any house/ building in the said Plot should not be oversized or overloaded and the VENDEE shall ensure that any portion of the roads, drains or crossings, etc. in the Colony shall not be damaged due to any vehicle which is carrying such construction material(s) and in case of any such damage, the VENDEE shall be solely responsible either to rectify such damage or to pay the expenditure for such rectification as demanded by the VENDOR or the maintenance agency or the Residents' Welfare Association or the local body, as the case may be. It is recommended that the construction material(s) should be brought to the construction site using tractor trolleys or light commercial vehicles only.
10. That the VENDEE shall be liable to pay the maintenance charges, as applicable, every month for the maintenance and upkeep of common services, facilities, etc. of the Colony, to the VENDOR or the maintenance agency appointed by the

VENDOR or the Residents' Welfare Association comprising of the residents/allottees of the Colony or the local body authorised to maintain the Colony, as the case may be. The date of commencement of maintenance charges for the services of the colony will be from the date of registration of this Sale Deed. Further, the monthly maintenance charges shall be payable by the VENDEE as intimated by the VENDOR or the maintenance agency or the Residents' Welfare Association or the local body, as the case may be, and shall be payable by the VENDEE in advance by the 7<sup>th</sup> (seventh) day of each month. The VENDOR or the maintenance agency or the Residents' Welfare Association or the local body, as the case may be, reserves the right to enhance the maintenance amount payable by the VENDEE(s) based on the cost of maintenance and upkeep of the services and the facilities in the Colony and may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. In case of delay in receipt of monthly maintenance charges, the VENDOR or the maintenance agency or the Residents' Welfare Association or the local body, as the case may be, will be entitled to affect the disconnection of the services, including and not limited to water supply, being provided to the premises/ Plot of the defaulting VENDEE. Further, the outstanding maintenance charges, or part thereof, payable by the VENDEE, shall always remain a charge on the said Plot/ Building constructed on the said Plot and shall also be binding on the nominees or transferees of the VENDEE and the VENDOR or the maintenance agency or the Residents' Welfare Association or the local body, as the case may be, shall be in full right to stop the VENDEE or their nominees or transferees from seeking access to and enjoying the common facilities of the Colony and may realize and recover the arrears towards maintenance charges, and interest thereupon, from the VENDEE(s) by the way of Law.

11. That the VENDEE shall not be permitted to keep any commercial vehicle(s), cow(s), buffalo(s) or goat(s) in the said Plot or within the Colony.

12. That the VENDEE shall ensure cleanliness in or around the said Plot by ensuring regular cleaning such that no garbage or weeds / plants get collected on the said Plot.
13. That the VENDEE may transfer the said Plot by sale, gift, exchange or otherwise or in any manner, **only** after obtaining a “No Objection” from the VENDOR, as regards clearance/ payments of outstanding maintenance charges or any other kind of dues payable by the VENDEE to the VENDOR or the maintenance agency engaged by the VENDOR for the maintenance of common areas, facilities and services in the Colony. In a case where the VENDEE transfers the said Plot by sale, gift, exchange or otherwise or in any manner, **without** obtaining a “No Objection” from the VENDOR, the VENDEE shall be solely liable for all consequences arising therefrom.
14. That the VENDEE shall not carry out any fragmentation or sub-division of the said Plot, under any circumstances, failing which the VENDEE shall be solely liable for all consequences arising therefrom.
15. That the VENDEE shall maintain the level of the building/house with the road(s) abutting the said Plot and shall not construct any ramp/ slope outside the confines of the said Plot. Further, the VENDEE, after getting the plans approved/sanctioned by the competent authorities and before starting the construction on the said plot, will get verified, by the VENDOR or the Residents’ Welfare Association or the local body, as the case may be, the layout/foundation of the house/building to be constructed on the said Plot and shall not proceed with any further construction on the said Plot without getting the explicit written permission therefrom before proceeding with the further construction work. If at all the VENDEE is required to construct any ramp on the said plot for accessing the house from the abutting road/pathway on which said Plot is situated, the ramp will be constructed within the confines of the said Plot and no construction made by the VENDEE will be

allowed to encroach on the abutting road/ pathway under any circumstances. The VENDEE is strictly forbidden from constructing or causing to be constructed any permanent or temporary structures which are likely to cause any obstruction or hindrance on the road, pathways or pavements, or any other common areas of the Colony, as the case may be, adjacent to the said Plot or any other space within the Colony or any road(s) abutting the Colony.

16. That the VENDEE shall not use or permit the said Plot to be used for any purpose other than the purpose permitted by MDA or for any purpose which may cause nuisance or annoyance to occupiers of other units in the Colony or for any illegal or immoral purpose or to cause anything to be done, by any act of commission or omission by the VENDEE, in or around the said Plot which is likely to cause damage to any premises in the vicinity of [his/her/their] Plot or may, in any manner, interfere with the use thereof or of space, areas, passages or amenities available for the common use of the residents of the Colony.

17. That the VENDEE has agreed that, save and except in respect of the said Plot, [he/she/they] will have no individual or joint claim, right, title or interest of any nature or kind whatsoever, except the right of ingress and egress with respect to the land and open spaces and all or any of the common areas within the Colony.

18. That till such time operation and maintenance of various services and facilities of the Colony, namely internal roads, street lighting, water supply, sewerage and horticulture, etc. are taken over by the local authority or the Residents' Welfare Association, as the case may be, the VENDEE shall separately pay, to the VENDOR or its nominated Maintenance Agency, the Interest-Free Maintenance Security and Maintenance Charges from time-to-time to ensure proper maintenance and upkeep of the Colony and the facilities provided therein.

19. That the VENDOR does hereby covenant with the VENDEE that the VENDOR

shall, at all times, indemnify and keep indemnified and save harmless the VENDEE against all past claims and demands whatsoever in respect of the said Plot hereto sold. Further, the VENDEE does hereby covenant to keep the VENDOR indemnified from any claims, taxes, fees, charges and liabilities demanded or payable in the future to any government authority/ semi-government authority/ local authority with respect to the aforesaid Plot and/or the Colony, as the case may be.

20. That the VENDEE shall [himself/herself/themselves] take essential connections like electricity, water, sewerage, telephone, internet, etc. for the said Plot, and/or house/building thereupon, from the competent authorities solely at [his/her/their] cost without recourse to the VENDOR.
21. That VENDOR and the VENDEE shall be bound by the terms and conditions of this Sale Deed and all the relevant terms thereof and any past commitments, agreements or understandings, whether oral or written, between the VENDOR and the VENDEE, stand superseded by the terms and conditions mentioned in this Sale Deed and any rights obtained through any such commitments, agreements or understandings between the parties stand abated immediately upon execution of this Sale Deed.
22. That all expenses towards Stamp Duty, registration charges, legal charges, GST, cess, etc. and other all incidental charges required and applicable for execution and registration of this Sale Deed, shall be borne solely by the VENDEE.

#### **SCHEDULE 'A'**

Plot No. \_\_\_\_\_ Area \_\_\_\_\_ Sq. mts. or there about in the residential colony known as "SOMDUTT ENCLAVE", situated at Village Sarai Kazi, Pargana, Tehsil and District Meerut.

Measured and bounded as follows :-

East :  
West :  
North :  
South :

**PHOTOGRAPH OF PLOT**

**DETAILS OF PAYMENT**

Proforma of Conveyance Deed

TOTAL CONSIDERATION RS.

**OTHER DETAILS :**

1. That the Plot sold through this Sale Deed is a \_\_\_\_\_ property.
2. That the Circle rate of said Plot is fixed by Collector, Meerut is Rs. \_\_\_/- per Sq.mt.
3. There is no construction over the sold Plot.
4. That the abovesaid plot is situated at a distance of less than 200 metres from the main road.
4. That the Plot is situated within the Municipal Limits.

IN WITNESS WHEREOF the parties hereto have signed executed this Sale Deed executed on this ..... day of \_\_, 20\_\_ at Meerut.

**WITNESSES :**

(1) ..... M/S \_\_\_\_\_  
Through its partner \_\_\_\_\_

(VENDOR)

(2) .....

(VENDEE)

\*This is a proforma of the Conveyance Deed / Sale Deed which is subject to changes/modifications, *mutatis mutandis*, in the final sale deed.