

Sale deed

Brief Particulars

Type of Property : Residential Plot

Size of Plot :
Details of Property : Plot No. _____, Situated at Ozone City, Phase-6-The Golden Estate, Aligarh as per layout plan approved by Aligarh Development Authority vide letter dated 19.05.2023 bearing File No. AGDA/LD/23-24/0048

Status of Road : This plot falls on ____ Meter wide Road

Whether facing park or not : No

Status of Construction : There is no construction on this plot

Circle Rate [as per entry in Column No. 14 against Code No. 1380 on Page No. 39 of presently applicable list of Circle Rates] : Rs. _____/- per square meter totaling Rs. _____/-

Consideration : Rs. _____/-

Stamp Duty : Rs. _____/-

This Sale deed is executed at Aligarh on this ____ day of _____, 2023

BY

Ozone Infraheight Private Limited (CIN No. U70102UP2009PTC039047), a company incorporated under the provisions of the Companies Act 1956, having its registered office at Ozone Club, Ozone City, Aligarh, Uttar Pradesh and Corporate office at DSS 45 & 46, First Floor, Marble Market, Sector-21C, Faridabad (PAN – AAACQ2109B), represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter collectively referred to as ‘Vendor’, which expression unless repugnant to the subject or context shall mean and include their respective heirs, successors, agents, assigns and representatives

In favour of

Mr. / Ms. _____ (PAN: _____) (Aadhaar No. _____)

Son/Wife/Daughter of _____

Resident of _____

Mobile No. _____

hereinafter collectively referred to as “**Vendee(s)**”, which expression unless repugnant to context or subject, shall mean and include their respective successors, assigns, representatives, heirs, administrators, nominees and executors

WHEREAS:

A. The Vendor is the absolute and lawful owner of land measuring 4.543 Hectare; Ozone Builders and Developers Private limited is the absolute and lawful owner of land measuring 1.7487 Hectare of land situated at Village Yaqutpur, Aligarh. Necessary details are as under

Name of Owner	Khasra Number of Village Yaqutpur,	Area (in Hectare)	Particulars of Registered Sale deed vide which Owner holds title
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	Aligarh		
Ozone Infraheight Private Limited	171/3	0.450	
	171/4	0.500	
	179/2	0.050	
	179/3	0.045	
	180	0.046	
	222 Min	0.902	
	151/2	0.500	
	171/5	0.500	
	179/1	0.550	
	149/1	0.500	
	149/2	0.300	
	151/2	0.200	
Ozone Builders and Developers Private Limited	73	0.111	
	74	0.475	
	73/3	0.500	
	151/3	0.500	
	69/1	0.162	
	TOTAL	6.291	

- B. Vendor, Ozone Builders and Developers Private limited have executed a Consortium Memorandum of Understanding dated 18.05.2023, which is duly registered at Sr. No. 118 in Book No. 4, Volume No. 797 at Pages 133 to 156 on 18.05.2023 in the office of Sub-Registrar-Sadar (First), Aligarh whereby they established consortium for development of a housing scheme/plotted colony on lands owned and appointed Vendor as a 'Lead Member', with role, responsibility and right of Project Management, Sale & Purchase, Disposal of Properties/Units and all construction works.
- C. The Aligarh Development Authority has approved the layout plan for development of residential plotted colony on Said Land measuring 6.291 Hectares vide Sanction Letter dated 19.05.2023 bearing permit number "Plotted Resi development/Plotted Housing/01728/AGDA/LD/23-24/0048/19052023"
- D. Vendor named the aforesaid Residential Plotted Colony as Ozone City, Phase-6, The Golden Estate' ("Project"):
- E. The Vendor has registered the Project under the provisions of the Act with Uttar Pradesh Real Estate Regulatory Authority at Lucknow on

_____ under registration No. _____

- F. The Vendee had applied for a Plot in the Project vide application dated _____ and has been allotted Residential Plot no. _____ having area of _____ square meters (_____ square yards; _____ square feet) Type _____ (hereinafter referred to as the "Plot") and parties hereto executed Agreement for Sale dated _____ in respect of said allotment.
- G. Parties hereto are now executing this sale deed for completing the sale of said plot to **Vendee(s)**.

NOW THE PARTIES HERETO DECLARE, UNDERTAKE AND AGREE AS UNDER:

1. **Sale of plot**

Subject to terms and conditions of this deed, Vendor hereby sells/conveys/transfers said plot [i.e., Plot No. - ____, measuring ____ Square meter forming part of said colony i.e., "Ozone City, Phase-6-The Golden Estate" Aligarh, developed at Gata No. - 171/3,171/4,179/2, 179/3, 180, 222 MIN, 151/2 , 171/5, 179/1, 149/1, 149/2, 73, 74, 73/3,151/3 & 69/1, in Village Yaqutpur, Aligarh, layout plan of which has been approved by Aligarh Development Authority vide Sanction Letter dated 19.05.2023 bearing permit number "Plotted Resi development/Plotted Housing/01728/AGDA/LD/23-24/0048/19052023] to **Vendee(s)** absolutely and forever.

Dimension of said plot

Width of said plot is ____ Meter and Length of said plot is ____ Meter

Said plot is bounded as under:

By North : _____
By East : _____
By South : _____
By West : _____

2. **Consideration/Price**

- a) Consideration for sale of said plot to **Vendee(s)** is Rs. _____/- (Rupees _____ only), which **Vendee(s)** has paid to

Vendor and Vendor has issued separate receipts. Details of payment of consideration and other amounts by Vendee(s) to Vendor are mentioned in Schedule appended hereto.

- b) Vendor acknowledge that Vendee(s) has made the complete payment of aforesaid consideration and now nothing is due to be paid by Vendee(s) towards consideration of said plot.

3. **Possession**

Vendor have delivered the possession of said plot to **Vendee(s)** and **Vendee(s)** hereby acknowledge the receipt of possession of said plot to his complete satisfaction.

4. **Conditions regarding usage**

- a) Said plot shall be used only for residential purposes.
- b) **Vendee(s)** shall construct house on said plot after seeking all necessary permissions and approvals (including approval of building plans) from all concerned department(s)/agency(ies) in accordance with law at his (vendee's) own risks, costs and consequences.
- c) **Vendee(s)** shall always remain bound by Laws and Rules of Aligarh Development Authority as well as of Municipality. **Vendee(s)** shall use the said plot as well as house constructed thereon strictly in accordance with law.
- d) **Vendee(s)** shall himself obtain electricity connection (either temporary or permanent) for said plot or house constructed on said plot from the concerned government department at his own costs and responsibility.
- e) **Vendee(s)** shall himself obtain water and sewerage connection for said plot or house constructed on said plot from concerned department/maintenance agency/Residents' Welfare Association at his own costs and responsibility.
- f) **Vendee(s)** shall not be entitled to use any area/space outside the boundaries of said plot for any purpose. However, **Vendee(s)** shall be entitled to use roads (for ingress and egress) and parks (for recreation) alongwith other occupants/visitors of said colony.
- g) **Vendee(s)** shall not cause noise, air or water pollution by use of loudspeakers or any other instrument/equipment. **Vendee(s)** shall also

not throw or accumulate dust, garbage, filth and rubbish in common areas of the said colony and shall also not cause any nuisance of any nature.

5. **Other acknowledgements of Vendee(s)**

- a) **Vendee(s)** has checked, verified and appraised himself with all the laws, rules, regulations, notifications, circulars and policies of the Government which are applicable on said colony. **Vendee(s)** undertake to comply with the same in letter and spirit.
- b) This sale is subject to policies of the Government, terms and conditions of permissions/approvals given by the Government and restrictions issued/imposed by Aligarh Development Authority and other Government Authorities/Bodies including local Government/body/Municipality. **Vendee(s)** hereby undertake to abide by such policies, terms & conditions and restrictions.
- c) ~~Development work of said colony is yet not complete. Vendee(s) have requested Vendor for execution of present sale deed prior to completion of development works of said colony at Vendee(s) risks, costs and consequences. Vendor is accordingly executing the sale deed at this stage. Vendee(s) shall not cause any hindrance in carrying of development works of the said colony by vendor.~~
- d) **Vendee(s)** has checked, verified and satisfied himself regarding the authorities and entitlements of Vendor to develop said colony. **Vendee(s)** have seen the relevant documents/papers and are fully satisfied that Vendor have right and authority to sell said plot to **Vendee(s)**.
- e) **Vendee(s)** will have to separately pay maintenance charges for maintenance and providing of common services and facilities in said colony on monthly basis to the Maintenance Agency of the Colony. Rates of common maintenance charges shall remain same for all plot holders in said colony.
- f) **Vendee(s)** may transfer/assign his claims/interests in said plot after obtaining 'No Objection Certificate' from Maintenance Agency or Residents' Welfare Association (as the case may be) of said colony for which **Vendee(s)** will have to pay then prevailing administrative/mutation charges.

7. **Miscellaneous:**

- a) All documents including above mentioned Agreement for Sale dated _____ executed by Vendor in respect of said plot are hereby superseded by this deed. Henceforth said Agreement for Sale will be considered to be inoperative and ineffective for all purposes and rights & obligations of the parties hereto shall be governed on the basis of this deed.
- b) Vendor hereby declares that said plot is free from all encumbrances, charges and liens and they have full authority and entitlement to execute this sale deed.
- c) All expenses (including Stamp Duty and registration charges) involved in registration of sale deed shall be borne exclusively by **Vendee(s)**. Vendee(s) shall be solely responsible for deficiency (if any) in payment of Stamp Duty on this deed and for all consequences arising there from.
- d) **Vendee(s)** agree that there will be only one Residents' Welfare Association of said colony and he will become member thereof.
- e) **Vendee(s)** shall have no right to change or ask for change in the name of said colony. Vendor may at any time change the name of said colony. Vendor shall also be entitled to give any other name to any particular building/tower forming the part of said colony.
- f) If any provision or term or condition of this deed is held to be void or unenforceable by any competent Court/Authority, such provision/term/condition shall be deemed to have been deleted so far as it is reasonably consistent with the purpose of this sale and remaining provisions, terms and conditions of this sale shall remain valid and enforceable.
- g) For all intents and purposes including for interpretation of terms and conditions of this deed, a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).
- h) Headings/captions of the several clauses of this deed are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.

SCHEDULE OF PAYMENT MADE BY VENDEE(S) TO VENDOR

<u>S. No.</u>	<u>Mode of Payment</u>	<u>Towards</u>	<u>Vendor's receipt No. and date</u>
1.	Cash/Cheque No. _____ dated _____ drawn on		Receipt No. _____ dated _____
2.	Cash/Cheque No. _____ dated _____ drawn on		Receipt No. _____ dated _____

IN WITNESS WHEREOF contents of this deed have been explained to both the parties in simple language. Both the parties have themselves read this deed or got it read through their well wishers. Both the parties have understood this deed and have signed it on the date and place first mentioned above in presence of following witnesses.

(_____)
For and on behalf of **VENDOR**

(_____)
VENDEE(S)

WITNESSES: -

1.

2.

This deed is drafted by:-

(_____)
Deed Writer
Tehsil Koil, District Aligarh