

BRIEF DETAILS OF SALE DEED

- 1. Type of property : Residential
- 2. Mohalla : Hari Pearl Heights (Sector.....)
- 3. Property Details : Plot No....., Aligarh (U.P.)
- 4. Measurement Unit : Square Meter
- 5. Area of Property : Sq. Mtr.
- 6. Situation of Road :

- 7. Other Description :
- 8. Constructed Area : N.A.
- 9. Pertaining to the member of House Society : N.A.
- 10. Sale Consideration :
- 11. Market Value :
- 12. Stamp Duty :

No. of First Party: 1	No. of Second Party: 1
Details of owner	Details of Vendee
HARI PEARL HEIGHTS	
having is registered office: Near Renault Showroom, G.T. Road, Aligarh - 202001	
signatory.....	

SALE DEED

This DEED OF SALE is made at Aligarh on this..... day of20.....

BETWEEN

Hari Pearl Heights (PAN-.....) a company incorporated under the Companies Act 1956, having its registered office at Near Renault Showroom, G.T. Road, Aligarh - 202001 through its authorized signatory., in the capacity of owner of the FSI and developer of the HI-Tech Township being developed under the name and style of Hari Pearl Height (hereinafter referred to as the "PROMOTER", which expression shall include its heirs, executors, administrators, permitted assignees, successors, representatives, etc., unless the subject and context requires otherwise), of the one part,

AND

No. of second Party: 1 Details of Vendee

....., R/o..... (hereinafter referred to as the "**Vendee**", which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) **in the capacity of purchaser of the plot**, of the other part.

WHEREVER the Vendee is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, itself, etc. in this agreement in relation to the Vendee shall be deemed as modified and read suitably as the context requires.

ANDWHEREAS the Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policy, announced a policy dated 22.11.2003 to be known as Hi-Tech Township policy to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure and for which it invited proposals for development of Hi-Tech Township in the state of U.P.

ANDWHEREAS the High power committee constituted by the Government of Uttar Pradesh selected M/s Ansal Properties & Infrastructure Ltd. for the development of Hari Pearl Heights.

ANDWHEREAS the Government of Uttar Pradesh has, under its State Housing Policy, announced a policy, to promote and facilitate private sector participation in developing Hi-Tech Townships with world-class infrastructure.

ANDWHEREAS that under the said policy the High power committee constituted by the Government of Uttar Pradesh has selected Hari Pearl Height for development of a Hi-Tech Township at Near Renault Showroom, G.T. Road, Aligarh on the land measuring 1765 acres (approx.) and a Memorandum of Understanding to that effect has been signed and executed between Hari Pearl Height and Aligarh Development Authority (ADA) constituted under the provisions of Uttar Pradesh Urban Planning Development Act 1973.

ANDWHEREAS in pursuant to the said Memorandum of Understanding, Hari Pearl Height has signed and executed the Development Agreements with the Aligarh Development Authority (ADA) for development of this township.

ANDWHEREAS that a memorandum of understanding has been signed between Aligarh Development Authority, Aligarh (the nodal agency) and the said developer for development of Hi-Tech Township in Aligarh and in furtherance of which the Detailed Project Report (DPR) has been submitted by the said developer which has been approved by the Aligarh Development Authority, Aligarh

ANDWHEREAS that the detailed lay out plan of the Hi-Tech Township has also been approved by the Aligarh Development Authority, Aligarh.

ANDWHEREAS that the land uses of the proposed site conforms to

the development of Hi-Tech Township as per the master plan of Aligarh 2019.

ANDWHEREAS that the layout plan has been approved with the detail project report and all the development work on the land is to be based on layout plan only

ANDWHEREAS The Promoter/Owner has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no.on under registration.

ANDWHEREAS The Promoter/Owner has registered the Agreement to sell with the Alottee P under the provisions of the Act with the Real Estate Regulatory Authority atonunder registration no.

AND WHEREAS, the Vendor and the Owner jointly represents, declares and to the Vendee as under:-

(a) That the vendor is the absolute owner of the Free Hold Plot bearing No....., Sector, Pocket....., admeasuring.sq. mtr., situated at Hari Pearl Heights At near renault Showroom, G.T. Road, Aligarh (herein after referred as the "said PLOT") and no one else besides the owner/vendor has any right, claim, lien, interest or concern whatsoever on the said PLOT and the owner/vendor have full right and absolute authority and right to sell and transfer the same to the Vendee, and also conforms to the Vendee that they have not entered.... into any kind of agreement/arrangement whatsoever with any person in respect of the said PLOT to any other person (s).

(b) That the title in terms of Owner/Vendor is absolutely clear and marketable and that the said PLOT is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.

(c) That the Vendor hereby confirms and assures the Vendee that Vendor are not barred or prevented by any administrative/ statutory attachment order or notification from entering into the present transaction with the Vendee.

(d) That the Vendor shall keep the Vendee harmless and indemnified from all losses and damages in case the above declarations or any part thereof is found to be false or incorrect and/or otherwise for any reason, whatsoever.

(e) **AND WHEREAS**, upon the aforementioned declaration and assurances of the Vendor the Vendor hereby sells and the Vendee hereby purchases the said plot for consideration of Rs./- (Rupees..... Only) on the terms and conditions mentioned herein under: **NOW THIS DEED OF SALE WITNESSETH AS UNDER:-**

1. That the vendor and vendee had entered into an agreement/arrangement to sell dated and the vendee has paid the entire sale consideration to the vendor of Rs.and Vendor hereby admits and acknowledges to have received the entire sale consideration as per the schedule of payment mentioned at the end of this deed. .

2. That the Vendor hereby absolutely sells conveys transfers and assigns the **Free Hold Plot bearing No..... Sector..... Pocket....., admeasuring..... sq. mtr., situated at Hari Pearl Heights Near Renault Showroom, G.T. Road, Aligarh** along with all the rights of ownership, possession, interest, easement and privileges appurtenant to the said PLOT to have and to hold the same unto the Vendee absolutely and forever.

3. That the Vendee shall hereafter hold, enjoy, use and transfer the said Plot under sale without any hindrance; claim whatsoever from the Vendor or any other person claiming under or through it. Before every transfer of the property hereby sold, Vendee shall have to obtain no objection certificate from the Vendor or its nominated agency. But prospective Vendee shall abide all the terms and conditions of the Hari Pearl Heights. .

4. That Vendee assures that as and when required Vendee shall sign the maintenance agreement with the Hari Pearl Heights or its nominated agency. Further, Vendee assure that after taking physical possession of the property if Vendee do not construct the house or leaves property vacant then levy charges shall be paid to Ansal API or its nominated agency by the Vendee. Vendee hereby assures and abides all the terms and conditions relating to the allotment. .

5. That the Vendor has handed over the vacant, peaceful possession of the said plot to the Vendee and vendee has taken over possession of the said plot and fully satisfied regarding possession. That the Vendee can get the said plot under sale mutated, substituted and transferred in his/her/their name(s), on the basis of this Sale Deed, in the record of any authority or any other relevant records in the absence of the Vendor. The Vendor undertakes that it shall sign all other papers/ documents required in this connection. .

6. That the said plot is free from all kinds of encumbrances, disputes, flaws, litigation, acquisition, requisition, attachments, decree of any court or otherwise, demands, claim, liabilities notices or acquisition etc. and that if it is proved otherwise, or any of the representations, declarations, or assurances made by the Vendor in this deed proved to be false at any time and the Vendee suffers any loss in whole or part of the said plot, any legal defect in the title of the said plot, then the Vendor shall be liable and responsible for the same and the Vendor hereby agrees to indemnify all such damages / losses suffered or sustained by the Vendee.

7. That the Vendee also agree to be bound by all the rules and regulation that are applicable and those that may be made applicable by the Vendor/Maintenance agency/society/ company for the maintenance of the said Plot.
8. That the Vendor have unrestricted and uninterrupted rights over the said property for forming the Plot, detailed at the foot of this deed.
9. That the Vendor being absolute owner of the Said Plot hereby sold are fully competent to transfer the same by way of sale to the Vendee hereto. That if on account of any defect in the title of the owner/Vendor, the
10. Vendee is dispossessed of the whole or part of Said Plot hereby sold, the Vendee shall be entitled to claim from the Vendor the refund of the whole or part of sale consideration with all the costs and damages as the case may be for whole or part of the Said Plot so lost.
11. That all the dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing, if any, shall be paid and borne by the Vendor up to the date of allotment of the Plot and thereafter the same shall be paid and borne by the Vendee.
12. That the Vendor has delivered the vacant possession of the said Plot hereby sold to the Vendee and the Vendee has been put into physical possession thereof on the date of execution and registration of this Deed.
13. That the Vendee hereby agrees that if any demand is raised or issued by any Authority, due to the enhancement in the compensation under the orders of any Superior Court, the same shall be borne by Vendee upon receiving intimation from the Vendor.
14. That the Vendee, his heirs, successors and assigns are now entitled to enjoy all the rights of Ownership and interest and easements and appurtenances in the aforesaid said Plot together with all the rights arising there from without any interruption or hindrance by the Vendor here to and he will also be entitled to get his name mutated in the Nagar Nigam records or elsewhere in place of the Vendor's name as absolute Owners.
15. That the Vendee shall not use or allow to be used the set plot for any purpose other than residential and shall not cause nuisance to the other occupants in the adjoining area and shall not obstruct/block the common area of the colony, common amenities, facilities etc. That the Vendor hereby confirms that the possession of the said Plot.
16. has been handed over by the Vendor to the Vendee to the complete satisfaction of the Vendee.
17. That the Vendee shall pay all taxes/premiums/rates/or other charges as may be required by the local/municipal or other authorities. If any authority /body charge the same from the Vendor, the same shall be recovered by the Vendor from the Vendee.
18. That the Vendee will abide by all laws, bye-laws, rules, and regulation of the Govt./Local bodies/maintenance agency/society/Resident Welfare Association and/or any other authorities and shall attend answer and be responsible for all deviation failure or breach of any of the condition of bye-laws or laws or rules and regulations and keep the Vendor indemnified, secure and harmless against all costs consequences and damages arising due to breach and /or non-compliance of the said bye- laws /regulation by the Vendee.
19. That the Vendee shall bear expenses of stamp duty registration charges, legal fee, and other expenses in connection with the execution and registration of this deed.
20. That it is understood by the parties that the said Plot exists in area which is going to be occupied by several other occupants. To safeguard the common object of all other occupants certain conditions as imposed by this deed on the Vendee are essential so as to protect the rights of all the occupants.

21. That the Vendee shall abide by all Laws, Rules and Regulations of the Central Government/ State Government/Aligarh Development Authority/ Nagar Nigam, Aligarh/Local Bodies and shall exclusively be responsible/ liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.

22. That the Vendee from the date of the execution of this deed has become exclusive owner of the Said Plot hereby sold.

23. That all the rates, taxes and liabilities accrued and payable after the execution of this deed in respect of the said Plot hereby sold shall be exclusive liability of the Vendee hereto and the Vendor shall not be liable for the same.

Plot. For the purpose of the stamp duty, circle rate of the land is fixed Rs...../- per sq mts. The said property is situated at meter wide road, but not at Corner, hence enhancement of.....% of the land value which comes to....., accordingly the market value of the plot comes to Rs...../-. The Market value is higher than the sale consideration as such the stamp duty @ 7% comes to Rs..... is being paid on the Market value by the vendee.

SCHEDULE OF PROPERTY

All that piece and parcel of Free Hold Plot No., Sector-..., Pocket-..., Area..... sq.mtr., Situated at Hari Pearl Heights, Near Renault Showroom, G.T. Road, Aligarh (U.P.), delineated and marked in the annexed site plan which is bounded as under:-

East :
West :
North :
South :

Vendor has received Rs.-/-
(Rupees..... Only) from the Vendee and
Vendor has acknowledge this receipt.

IN WITNESS WHEREOF, the Vendor and Vendee have set their respective hands with healthy and free mind on these present on the day, month, and year first above written in presence of the following witnesses. **WITNESSES:-**

1.

VENDOR

PAN.....

2.

.....)

PAN.....

VENDEE

Typed by :

Drafted by :

(.....)

(.....)