

BRIEF DETAILS OF THE SALE DEED

Name of Segment:- _____

- | | | | |
|-----|-------------------------|---|---|
| 1. | Kind of Land / Property | : | Residential Plot |
| 2. | Ward | : | Bareilly |
| 3. | Mohalla | : | Gram Itawa Sukhdevpur, Budaun Road, Bareilly |
| 6. | Number of Property | : | Plot No. _____ |
| 5. | Mapan Ki Ikai | : | _____ Mtrs. |
| 6. | Sampatti Ka Chetraphal | : | _____ Sq. Meters |
| 7. | Situation of Road | : | _____ |
| 8. | Kind of property | : | Plot |
| 9. | Covered Area | : | X |
| 10. | Nirman Ka Year | : | X |
| 11. | Sale Consideration | - | Rs. _____/- Market Value _____/- |

Bounded :-

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

Particular of Party :- 1

Gajkesari Infra Developers, a partnership firm, having its registered office at Gram Itawa Sukhdevpur, Budaun Road, Bareilly (U.P.) through its authorized signatory Mr. Pravesh Upadhyay S/o Mr. Gopal Upadyay R/o 42/43, Asha Puram, Sanjay Nagar Bareilly

Particular of Second Party :- 2

_____ S/o _____ R/o _____

Before - THE SUB REGISTRAR FIRST, BAREILLY

SALE DEED

SALE CONSIDERATION – Rs. _____/-

GOVERNMENT VALUE – Rs. _____/-

STAMP PAID – Rs. _____/-

This **Sale Deed** is made at Bareilly on this the _____ day of _____, Year _____

BETWEEN

Gajkesari Infra Developers, a partnership firm, having its registered office at Gram Itawa Sukhdevpur, Budaun Road, Bareilly (U.P.) hereinafter referred to as **SELLER** through its authorized signatory Mr. Pravesh Upadyay S/o Mr. Gopal Upadyay R/o 42/43, Asha Puram, Sanjay Nagar Bareilly on the first part (PAN Number _____ & Aadhaar Number _____, Mobile No. _____)

AND

Mr. _____ S/o _____ R/o _____ hereinafter referred to as **PURCHASER**, which term unless repugnant to the context or otherwise shall mean and include her legal heirs, administrators of her estate, executors, successors and assigns of the Second Part. (Aadhaar No. _____ PAN No. _____ Mob. _____)

The recitals, schedules and annexure in and to these presents form an integral part thereof, and in the interpretation of these presents and matters relating to this deed, these shall be read and construed in their entirety

WHEREAS the Seller are the owners and lawful titleholders and in possession of plots of land in admeasuring 16070.00 Sq. mts of comprised in GATA NO 521, 525, 526, 531, 532, 533, 534, 535, 536, 537, 538, 574 & 575 at Gram Itawa Sukhdevpur, Budaun Road, Bareilly (U.P.) better and more fully described in the Schedule A of property, hereinafter referred to as the '**Larger Property**'.

AND WHEREAS the Seller conceived a project over its plots of lands admeasuring 16070.00 Sq. Mts comprised in the Larger Property and develop a project namely “**Gaj Greens**” comprising of several residential Plots on the aforesaid larger property (hereinafter referred to as the said ‘Plot’) after having the Plot plans prepared and sanctioned from Bareilly Development Authority, Bareilly vide its BDA Permit No. **PLOTTED RESI DEVELOPMENT/PLOTTED HOUSING/00089/BDA/LD/20-21/0159/25112020**.

AND WHEREAS the Purchaser herein had made an application for allotment of an independent **Plot No** ____ having area admeasuring ____ Sq.Mts better described in Schedule of property at the foot of this deed and hereinafter referred to as the Scheduled Property.

Upon the payment of the entire sale consideration of **Rs.** _____/- by the Purchaser as per the installment of Payments mentioned in the Schedule of Payments in this deed, the possession of the said Scheduled Property has been transferred to the PURCHASER by the Seller on execution date.

The SELLER, relying on the confirmations, representations and assurances of the PURCHASER to faithfully abide by all the terms, conditions and stipulations contained in Agreement to Sell/Letter of Allotment/Application Letter has accepted in good faith to sell the said Scheduled Property.

AND WHEREAS the PURCHASER has also agreed to bear cost of stamp duty, registration to get the Sale deed of the Scheduled Property in favor of PURCHASER.

AND WHEREAS the SELLER is now desirous of conveying the said Scheduled Property unto the PURCHASER.

And whereas the PURCHASER had agreed to purchase, acquire and possess the same from the SELLER on the basis of certain declaration, statements, assurance, facts, made by the SELLER and any other facts/defect, material/immaterial relating to or connected with the said property which the SELLER is bound to disclose to the PURCHASER and which former is and latter PURCHASER is not aware and which the latter could not with ordinary case, discover. PURCHASER has placed reliance on the truth of all such statements, declarations, assurances etc., made by the SELLER and has agreed to purchase on the following terms and conditions.

NOW THEREFORE THIS DEED WITNESSETH: -

1. In accordance with the terms and conditions set out in this Sale Deed, mutually agreed upon by and between the parties, the SELLER hereby agrees to sell, grant, convey, transfer and assign all his rights, titles and interests in the Scheduled Property and the PURCHASER hereby agrees to purchase the said Scheduled Property bearing Villa/Plot No- ____ admeasuring approximately ____ **Sq.Mtr.** for a total sale consideration of Rs _____/- (**Rupees Twenty One Lack only**).
2. The purchaser has paid the entire sale consideration of Rs _____/- To the Seller as per the installment of Payments mentioned in the Schedule of Payments in this deed and the possession of the said Scheduled Property has been transferred to the PURCHASER by the Seller on execution date.
3. The PURCHASER shall also have an undivided proportionate interest in the common areas and facilities within the project area. As the 'interest of PURCHASER in the common areas and facilities is undivided and cannot be separated, this would require it to use the common areas and facilities within the said project area only harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to them. However this clause as far as it relates to undivided proportionate interest shall cease to exist once the facilities (like roads, park, electricity sub-station etc.) are handed over to the concerned authority/ local body, in accordance to the laws as envisaged in the State of Uttar Pradesh.
4. Further it is clearly understood and agreed upon by the PURCHASER that, the right of the PURCHASER to use the common areas and facilities within the said project area only shall always be subject to the timely payment of Operation/Maintenance Charges. It is further made abundantly clear and the PURCHASER has understood that he/she shall be entitled to an undivided proportionate share in no other common areas and facilities except the common areas and facilities within the said larger property only as listed in Annexure -I. However once any common area/facility is handed over to the concerned local body in accordance to the applicable laws of the State, the proportionate interest in

regards to such common area/facility shall stand vested with such local body/authority.

5. That now, the SELLER has been left with no right, title, interest claim or concern of any nature with the said Scheduled Property and the PURCHASER has become the absolute owner of the said plot with full right to use, sell, enjoy in any manner whatsoever and transfer the said Scheduled Property as absolute owner without any objection/ hindrances by the SELLER but subject to the terms as detailed out in the present sale deed.
6. That the SELLER assures the PURCHASER that the said Scheduled Property is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, attachment in the decree of any court, lien, court injunction, lease agreement etc.
7. The Purchaser hereby agrees and consented that the open parking spaces provided by the Seller within the project area will be common in use by all the occupants/visitors and the same will be enjoyed by the occupants/visitors on first come first serve basis. The right to use such car parking area will be common in use on first come first serve basis and the ownership of this parking area will remain with the Seller. It is specifically made clear that the Seller may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved open uncovered parking space. It shall be sole responsibility and risk of the owner of the vehicle to park the car in the open parking space till the time the SELLER does not commence pay and park facility in such parking area.
8. That the PURCHASER shall pay necessary charges for maintaining and up keeping the property and providing the various services as determined by the Seller or its nominated agency and as and when demanded by the Maintenance Agency. In this regard, the PURCHASER has already entered into a Maintenance Agreement with Society to be formed-the nominated Maintenance Agency of the Seller. The PURCHASER shall be responsible for timely payment of maintenance charges, which shall be fixed by the said Maintenance Agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there shall be a contribution to the Replacement/Sinking Fund, and other charges on pro-rata basis in respect of maintenance of project area as is detailed in the Maintenance Agreement. The Maintenance Agency reserve the right to increase

the maintenance charges from time to time in keeping with the increase in the cost of maintenance services and the PURCHASER agrees to pay such increases within such time as may be stipulated by the Maintenance Agency.

9. The total operation/maintenance charges will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. The estimate of the maintenance agency shall be final and binding on the PURCHASER. The maintenance charges shall be payable by the PURCHASER on quarterly basis (on advance basis) to the maintenance agency, from the date of execution of this sale deed and which shall be adjusted against the actual audited expenses as determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The PURCHASER further agrees and confirms that the total maintenance charges payable for the said Scheduled Property are exclusive of all taxes, duties, GST, works contract tax, surcharge, service tax and education cess, etc. which will be charged extra as per actual.
10. The SELLER/its nominated maintenance agency will provide water connection in the building either by way of corporation connection or by other suitable arrangement such as underground borewell etc. If the PURCHASER wants to have individual connection in their respective unit then the no objection shall be taken from the SELLER or its nominated maintenance agency. In case where no separate meters are provided or feasible, the PURCHASER agrees to pay to The SELLER or its nominated maintenance agency his share of such charges as may be apportioned by The SELLER or its nominated maintenance agency. The SELLER or its nominated maintenance agency while deciding such charges will take into the consideration the total consumption of Electricity or water whatever the case may be consumed by the PURCHASER. The bill for such charges will be raised by the SELLER or its nominated maintenance agency on monthly basis and will be payable within 10 days from the demand or in case of delay the same will carry the bank rate interest on the amount payable.
11. That as and when any Plant & Machinery within the said project as the case may be, including but not limited to pumps or any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by the Purchaser on pro-rata basis. The Maintenance agency shall

have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including cost thereof. The Purchaser shall accordingly pay his/her share to the maintenance agency.

12. That any charges demanded by any local body towards property tax or any taxes, levies or betterment charges/any charges till the date of execution of the this deed shall be borne by the SELLER and thereafter it shall be paid by the PURCHASER. Such charges shall be payable immediately on demand to the SELLER or its nominated agency, and will be levied and demanded on a pro-rata basis till the time assessment of the property tax is not separately made by the concerned local body. The PURCHASER shall pay the proportionate share of the property tax on the basis of the area of the said unit or the annual rental value (notional/actual) as the case may be.
13. The Purchaser shall not use the scheduled area for any other purpose and shall not use the same in any manner that may cause nuisance or annoyance to occupants of other Villas/Plots in the said project or to do or suffer anything to be done in or around the said Villa/Plot which tends to cause damage to any adjacent Villa/Plot or anywhere in the said project or in any manner interfere with the use thereof or of villas/plots, passages, corridors or amenities available for common use. The Purchaser hereby agrees/indemnifies the SELLER and always keep indemnified against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material/gas banks etc. for which the Purchaser/occupant shall be solely responsible. The Purchaser shall use the passage and other common services only for designated use and will not create any nuisance or stock any goods or material or cause any obstruction in the same. The Purchaser shall not throw rubbish, rags, junk or other refuse, or permit the same to be thrown, in the common areas or compound of the said project.
14. The Purchaser shall, after taking the physical possession of the Villa/Plot be solely responsible to maintain the said Villa/Plot at his/her own cost, in a good condition and shall not do or suffer to be done anything in the said Villa/Plot, common area, or the compound which may be in violation of any Laws or rules of any Authority or change or alter or make additions to the said residential plot and keep the said

Villa/Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good condition.

15. The Purchaser shall not encroach any area abutting his/her plot by way of constructing tree guards, setting up of gardens, constructing generator plinth or raising any movable/immovable security guard cabins or any other mode of encroachment outside his plot area.
16. Where the Villa/Plot of the Purchaser is adjoining any park or play field or any other place of common area then the Purchaser shall not construct or raise any direct opening or create any easement into such common area.
17. The project Gaj Greens is subject to the provisions of Real Estate (Regulation & Development) Act, 2016, U.P. Urban Planning & Development act, 1973 and other related laws for the time being in force. The Common areas and facilities and the undivided interest of each Villa/Plot owner in the common areas and facilities (if any) as specified by the Seller in the declaration which has been/ may be filed by the Seller in compliance of Real Estate (Regulation & Development) Act, 2016 or any other applicable law shall be conclusive and binding upon the Villa/Plot owners and the Purchaser agrees and confirms that His/her right, title and interest in the said Villa/Plot shall be limited to and governed by what is specified by the Seller in the said declaration, which shall be in strict consonance with the agreement to sell as mentioned here above.
18. The Seller hereby represent and warrant the Purchaser(s) as under:
 - a. That the Seller have absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said Land for the Project;
 - b. That the Seller have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - c. That the sale deed is being executed today and the plot is free from all encumbrances.
 - d. That there are no litigations relating to title of the land, pending before any Court of law with respect to the said Land or the Project;
 - e. That the Seller has the right to execute this sale deed and have not committed or uncommitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;

- f. That the Seller have not entered into any other agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said residential plot which will, in any manner, affect the rights of Purchasers under this Agreement;
 - g. That the Seller confirm that they are not restricted in any manner whatsoever from selling the said Villa/Plot to the Purchaser.
 - h. That the Seller have already handed over lawful, vacant, peaceful, physical possession of the Villa/Plot to the Purchaser and the common areas within the said project shall be handed over to the Association of the Purchasers/ Society as and when the same is warranted under the law and is validly created ;
 - i. That the project land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
 - j. That the Seller have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - k. That no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received by or served upon the Seller in respect of the said Land and/or the Project.
19. The Purchaser hereby represents and warrants the Seller as under:-
- a. The Purchaser has already taken possession of the said Villa/Plot and he/she undertakes to comply with and carry out, from time to time all the requirements, requisitions, demands and repairs which are required by any development authority/government or any other competent authority in respect of the Said Villa/Plot at his own cost and keep the Seller indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
 - b. The Purchaser shall henceforth comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations by State of U.P. or any other competent authority. He/she shall abide by all laws,

rules and regulations of the /local authority /State Govt. / Govt. of India and of the Owners Welfare Association (as and when the Association is formed) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Villa/Plot.

20. The terms “herein”, “hereto”, “hereunder”, “hereof” or “thereof” or similar terms used in this Sale deed refer to this entire sale deed and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this sale deed.
21. Excluding the disputes which can be entertained by the Adjudicating Authority appointed under the provisions of Real Estate (Regulation & Development) Act, 2016 , all other disputes arising out of or touching upon or in relation to the terms of this sale deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled through mutual discussions failing which the same shall be settled through arbitration by a Sole Arbitrator who shall be appointed by the SELLER and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Bareilly.
22. Without prejudice to this arbitration clause as here above, the Courts at Bareilly shall have sole and exclusive jurisdiction in all matters of dispute arising out of or touching and/or covering this deed.

SCHEDULE A

(Schedule of the Larger Property)

All that piece and parcel of land comprised in plots of land in admeasuring 16070.00 Sq. mts of, comprised in GATA NO 521, 525, 526, 531, 532, 533, 534, 535, 536, 537, 538, 574 & 575 at Gram Itawa Sukhdevpur, Budaun Road, Purchased from Mr. Lalit Jolly S/o Late Shri Narendra Kumar R/o 16070.00 sq.mtr vide sale deed dated 22.07.2020 Vol. No. I, Zild 12314 pages 113 to 150 & document no. 5455 registered on Sub Registrar Office Bareilly. The land is bounded by and on developed by Gajkesari Infra Developers Bareilly

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

SCHEDULE B

(Schedule of the Scheduled Property)

All the rights, titled and interest of the SELLER into and upon SCHEDULED PROPERTY being **Plot No _____** land admeasuring as approximate _____ Sq. Mtr. Situated at **Gram Itawa Sukhdevpur, Budaun Road, Bareilly** in the said Larger Property. The said property land cost at the rate of Rs.____/ sq.mts = Rs. _____/- and stamp duty paid by Buyer on Sale Price Rs. _____/- and total stamp paid Rs. _____/-. Map and property photograph attached with sell deed. The Plot is bounded as

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

SCHEDULE OF PAYMENT- Rs. _____/- Purchaser Paid to Seller through Cheque/D.D./Bank Transfer/Cash.

DECLARATION

We declare that the property under sale is in territory of Rate list Ardh Nagariya Kshetra. The nearest marked road Bisalpur Road the distance of Plot from road is Approx 1 Km. Stamp duty has been paid as per Page No. _____ Serial No. _____ Column _____. The total responsibility of above detail is of parties.

IN WITNESS WHEREOFF the said SELLER acting through their Attorney Mr. Pravesh Upadyay authorized have set their hands at these present at Bareilly on the day, month and year first above written.

SELLER PURCHASER

WITNESSES:-

1.

2.

Dated :-

Drafted by :-

Type by :-

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ANNEXURE-I

LIST OF COMMON AREAS & FACILITIES

- Roads & Street Lights
- Parks

ANNEXURE II

Copy of the Maintenance Agreement dated, executed between the Purchaser and the Maintenance Agency.