

**Sale Deed**

[Sale Deed Value	Rs.
Market Value	Rs.
Stamp.	Rs. ]

This Deed of Sale is made at Moradabad and entered on this [ day of 202 ] By and Between;

**1. AYAAN FARMS PRIVATE LIMITED**

(CINU45400DL2014PTC265694 PAN AAMCA5031E), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 165, Functional Industrial Estate, Patparganj, Delhi-110092 through its authorized representative , authorized by resolution passed at the meeting of the Board of directors of the Company on . Hereinafter referred to as the “Vendor or “Owner/ Confirming Party” (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest, and assigns)

**AND**

**2. M/s MIGRATORY BUILDWELL LLP** (Identification no.

AAN-1417 PAN ABJFM4760B), a limited liability partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Unit No. T-27B, 3<sup>rd</sup> Floor, Pankaj Central Market, LSC Mandawali, Fazalpur, East Delhi, Delhi 110092 through its authorized representative. , authorized by resolution passed at the meeting of the partners on Hereinafter referred to as the “Vendor or “Owner/ Confirming Party” (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest, and assigns)

**AND**

**3. M/s GEORGICAL BUILDWELL LLP** (Identification no.

AAN-1416 PAN AATFG0101D), a limited liability partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Unit No. T-27B, 3<sup>rd</sup> Floor, Pankaj

Central Market, LSC Mandawali, Fazalpur, East Delhi, Delhi 110092 through its authorized representative. , authorized by resolution passed at the meeting of the partners on Hereinafter referred to as the “Vendor or “Owner/ Confirming Party” (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest, and assigns)

**AND**

- 4. M/s S.A ENTERPRISES** (Registration no. with Registrar of Firms 2330 of 2023 PAN ADXFS8148K), a partnership firm, having its principal place of business at B-4, Namdhari Chambers, 9/54, D.B.Gupta Road, Karol Bagh, New Delhi-110005 through its authorized representative , authorized by resolution passed at the meeting of the partners on Hereinafter referred to as the “Vendor or “Owner/ Confirming Party” (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest, and assigns)

Hereinafter collectively referred as the “Vendors” of the First Part

And

[**Mr. (PAN ) S/o Mr.** resident of ] Hereinafter referred to as the “Vendee” or “Buyer” (which expression shall unless repugnant to the subject or context thereof deemed to include his heirs, legal representatives, administrators, Executors, Successors and permitted assigns) of the Second part.

The expressions “Vendor” and “Vendee”, as the context may require, shall individually be referred to as a “Party” and collectively be referred to as the “Parties”

- a. WHEREAS, the Vendors are the full-fledged and lawful owners in possession of land admeasuring 35488.52 Sq. mts. bearing Khasra Nos. 1131, 1132, 1133, 1134, 1135 and 1136 revenue estate of village Trilokpur, Tehsil & District Moradabad (Uttar Pradesh) hereinafter referred to as "The said property" and no one else besides the Vendors has any interest, right or claim of any kind in the said property, which is free from any encumbrance, encroachment or dispute of any nature and the Vendors have full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.
- b. AND WHEREAS the Vendors formulated a scheme for residential plotted development of the said property in the name & style of "**NIVASA**" (the said scheme) and secured permit along with the sanction of plan from the Moradabad Development Authority (MDA) bearing No. Plotted Resi development / Plotted Housing/02673/MBDA/LD/23-24/0580/26042024 dated 16 October 2024 and File No. MBDA/LD/23-24/0580
- c. AND WHEREAS the Buyer has approached to the Vendors for purchase of [Plot No. admeasuring Sq. Mts ]in the said scheme. Now the Vendors have agreed to sell and the Buyer has agreed to purchase plot no. [ admeasuring Sq. Mts] land out of the aforesaid total land as bounded hereinafter on what is known as "as is where is basis", which is free from all encumbrances, actions, attachment, trust, prior agreements for consideration of [Rs. (Rupees) ]Only on the terms and conditions as appearing hereinafter.

Now, therefore this deed of sale witness as follows;

1. That in consideration of the said sum of [Rs. /- (Rupees Only)] being the entire sale consideration paid by the Vendee to the Vendor, the receipt of which Vendor do hereby admit and acknowledge, the Vendor do hereby transfer convey and assign by way of sale into the Vendee all that piece of commercial [Plot No. admeasuring ]Sq Mts situated in **“NIVASA”** at village Trilokpur, Tehsil & District Moradabad (Uttar Pradesh) and more particularly described in the schedule hereinafter written together with all rights, liberties, privileges, easements necessary for the enjoyment of the said piece of land to have and to hold the said piece of land for ever. Also the right to use in common with other plot owners, all the common amenities, areas and facilities like driveways, garden, open areas and other areas of common use within.
2. The Vendee has further agreed to pay any additional charges which may be levied by any government or local authority for the provision of external and/or peripheral services and attributed to the said piece of land.
3. That the Vendors have handed over actual physical possession of the said piece of land to the Vendee.
4. That the Taxes whether levied or liveable by the authorities concerned in respect of the said plot from the date of this sale deed shall be payable and paid by the Vendee.
5. That the Vendee shall abide by all the laws, byelaws, rules and regulation of the Moradabad Development Authority (MDA), government/local authorities etc. relating to the said piece of land.

6. That the Vendee has carried out the due diligence and inspection of the title deeds, ownership records and documents of the scheduled property and having satisfied themselves with the facts stated herein above the ownership records and documents relating to the title of the scheduled property the Vendee is fully satisfied with regard to the Vendor to enter into this sale deed and transaction contemplated herein.
  
7. That the operation, facility management and maintenance services of the plotted development shall be provided by the Vendor or its nominee (s) for the period till taking over of these services by the Resident Welfare Association (RWA). The proportionate charges for the operation, facility management and maintenance services and the terms & conditions thereof shall be determined by the Vendor or its nominee(s) or the Resident Welfare Association from time to time. The buyer do hereby agree to deposit with the Vendor or its nominee (s) or Resident Welfare Association the sum so determined from time to time. In case of dispute with the Resident Welfare Association, directions given by the Vendor or its nominee(s) shall prevail.
  
8. That the Vendee, so as to bind himself/herself/themselves/itself, and successors in interest, heirs, representatives and assigns with the consideration of promoting and protecting the rights and interests as the owner of the land described herein above and in consideration of the covenants of the Vendor binding on them and the owners of the other plot owners in the said property doth hereby agree to be bound by the following covenants;

- a. Not to make any construction and/or structural alterations in the common areas, roads, parks and other facilities.
- b. The Vendee shall not sale whole or part of the land to anyone without obtaining the no dues certificate from the Vendor or the RWA as the case may be. The Vendor or RWA may impose such terms and conditions and may permit transfer on payment of prevailing transfer charges in addition to whatever other amount payable to the Vendor or RWA.
- c. Not to use the roadways, passages, and open spaces in the land described herein above for parking any heavy vehicles or to use the same in a manner which might cause hindrance for the free ingress to or egress from any part of the said properties.
- d. The Vendee shall not without the sanction or prior permission in writing of the Moradabad Development Authority erect any structure on the land or make any alteration, addition or subdivide or amalgamate the land with adjoining plot(s).
- e. The Vendee without the written consent of the Vendor shall not do or suffer to be done in the building to be constructed on the said land any act or thing whatsoever which in the opinion of the Vendor may be a nuisance, annoyance or disturbance to the Vendor or the other plot owners and the persons living in the neighbourhood.

- f. The Vendee shall not in any manner whatsoever encroach upon the common land areas and facilities and services. All encroachments made by the Buyer shall be liable to be removed at Buyer's cost.
  - g. The Vendee shall not disturb or disrupt the privileges or amenities granted to other Plot owners.
  - h. The Vendee shall not keep stock or display of any wares, or any other materials on the roads or in any place intended for common use.
  - i. The Vendee shall be bound to become a member of the Resident Welfare Association (RWA), for maintaining and managing the plotted development by the Vendor and shall be bound and obliged to observe all the rules and byelaws of the RWA and pay all the dues and charges, incidental expenses to be fixed by the RWA.
9. The Vendors do hereby agree to indemnify and compensate the Buyers against any costs, expenses, loss or damage caused to the Vendee in the event of any defect in the title of scheduled property and/or due to any breach of the terms herein.
- [10. That all expenses, charges etc including the stamp duty for the registration of this deed or in relation to the said piece of land have been borne and paid by the Vendee ]

The Market value of the said property according to the circle rate list issued by the District Collector Moradabad, is [ Rs. ] per sq mts at

page no. 41, Format 4, V-Code 0188. The Vender does not belong to SC/ST category.

**-Schedule of Property-**

All that piece and parcel of land comprising in [Plot No. admeasuring ] sq mts situated in **“NIVASA”** at Khasra nos. 1131, 1132, 1133, 1134, 1135 and 1136 revenue estate of village Trilokpur, Tehsil & District Moradabad (Uttar Pradesh) as per map attached and bounded as under;

East : mtr : Plot No.  
 West : mtr : Plot No.  
 North : mtr :  
 South : mtr : Plot No. ]

**Details of Payment**

[Rs. as Rs. ----- Rs. /- deducted for T.D.S. ]

<b>Date</b>	<b>Bank</b>	<b>RTGS/Ch no.</b>	<b>Amount</b>

Note-

1. The land is vacant and no construction has been made on the said land.

2. The said plot is located at a distance of more than fifty meters from the Segment road.

[The photos of the parties are identified on behalf of ID proof and witnesses by.

In Witness whereof both the seller and the buyer have set their respective hands on this sale deed on the day, month and year above.

Rs. /- E-Stamp No. ....Date .....202.

Witnesses;

for AYAAN FARMS PRIVATE LIMITED

1. Mr.

for MIGRATORY BUILDWELL LLP

2. Mr.

For GEORGICAL BUILDWELL LLP

For S.A ENTERPRISES

Vendee

Drafted & Photo Attested by-

Typed by- ]