

**SALE DEED**

1.	<b>Type of Deed</b>	Sale Deed
2.	<b>Name of Village</b>	Vill-MGV-III Harthala Ahatmali Tehsil & Distt.-Moradabad
3.	<b>Details of the property</b>	
4.	<b>Type of property</b>	
5.	<b>Area</b>	
6.	<b>Consideration</b>	
7.	<b>Stamp Duty Paid</b>	
8.	<b>Stamp No./date</b>	
9.	<b>Stamp GRN No</b>	
10.	<b>Registration Fee</b>	
11.	<b>Registration Fee GRN</b>	

This Deed of SALE(hereinafter referred to as the “**Deed**”) together with all the schedules and annexures is made and executed at Moradabad on this -----day of-----  
-----, 2023:

**BY AND AMONGST**

**M/s MM ENTERPRISES (“MM”)** (PAN Number: ABLFM4584D), a partnership firm having its registered office at 8, Todarmal Lane, Ground floor, Bengali Market, New Delhi-110001. Hereinafter referred to as “Owner”

**AND**

**M/s SR ENTERPRISES (“SR”)**, (PAN Number: ADXFS8149J), a partnership firm having its registered office at B-4, Namdhari Chambers, 9/54, D B Gupta Road, Karol Bagh, New Delhi-110005. Hereinafter referred to as “Owner”

**AND**

**M/s SS ENTERPRISES (“SS”)**, (PAN Number: ADXFS8150K), a partnership firm having its registered office at B-4, Namdhari Chambers, 9/54, D B Gupta Road, Karol Bagh, New Delhi-110005. Hereinafter referred to as “Owner”

**AND**

**Mrs. Veena Dudeja** (PAN Number: AFHPD6464P), W/o Vijay Kumar Dudeja R/o B-24, Madhur Green Villa, Ramganga Vihar, Phase 2, Moradabad – 244001. Hereinafter referred to as “Owner”

Acting through Mr. Manoj Singhal authorized by the above-named parties to sign and execute the said Sale deed vide SPA dated \_\_\_\_\_ Hereinafter collectively referred as the “**Vendor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **FIRST PART**;

**AND**

(1) \_\_\_\_\_ (Pan ----- Aadhar No.-----) son of \_\_\_\_\_

**And**

Hereinafter collectively referred as the “**Vendees**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECONDPART**;

It is clarified that the use of any gender, in this Deed or use of singular or plural expression shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of the Deed and the same shall be read and construed accordingly as the context demands.

The Vendor and the Vendees are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. the owners and the vendor have mutually agreed to collaborate on the development / construction of the said Land on an area measuring 39128.1 sq mtrs out of the total land situated at Vill-MGV-III Harthala Ahatmali Tehsil & Distt.-Moradabad Khasra No.313,314,315,316,317,318,319,320,321,322,323,324,473,477, 479 (hereinafter referred to as “**Project Land**”) in the name of “**Pearl Residency 2**”. The details of the Project Land along with the Map are annexed as “**Schedule 1**”.
- B. Pursuant to the above, the Vendor is developing a plotted colony over the Said Land by the name of “**Pearl Residency 2**” (hereinafter referred to as the “**Project**”).
- C. The Plans of the Project on the Said Land were in accordance with the Sanctioned Plan, dated 28th April 2023 vide file no. Plotted Resi development / Plotted Housing/01368/MBDA/LD/22-23/0176/06072022 approved from the Moradabad Development Authority.
- D. The Vendor and the Owners entered into an Agreement duly registered vide registration no. ---- dated ----(hereinafter referred to as the “**MOU**”) under the terms of which the Vendor was entitled to undertake development
- E. In terms of the said Development Agreement the Vendor is fully entitled to sale the residential Plots.
- F. Pursuant to the aforementioned, the Vendor is the absolute and legal owners of ----- (“**Plot Area**”) situated Vill-MGV-III Harthala Ahatmali Tehsil & Distt.-Moradabad Khasra No.313,314,315,316,317,318,319,320,321,322,323,324,473,477,479.
- G. The Vendees, being fully satisfied with the marketable title of the Vendor, has agreed to purchase the said plot i.e \_\_\_\_\_ (“**Plot Area**”) situated at ‘ \_\_\_\_\_, \_\_\_\_\_ set out herein and Allotment Letter dated \_\_\_\_\_ endorsed in favour of Vendee, and in the Agreement

For Sale registered as document no. \_\_\_\_\_ dated \_\_\_\_\_, with its Assignment Agreement registered as document no. \_\_\_\_\_ dated \_\_\_\_\_ both in the office of Sub registrar \_\_\_\_\_, respectively.

- H. The Vendor has agreed to sell, transfer, convey and assign to the Vendees and the Vendees has agreed to purchase the Plot with all appurtenant and easementary right therein/ thereto for a total sale consideration of **Rs.----** (“**Consideration**”).
- I. The Vendor has agreed to sell to the Vendees the Plot together with proportionate rights in the common areas and facilities including all ways, paths, passages, easements, and appurtenances whatsoever to the said Plot to have, hold and enjoy the same unto the Vendees, absolutely and forever.
- J. No one besides the Vendor has any interest, right or claim of any kind in the Said Land and the Plot, which at the date hereof is free from all encumbrances and legal disputes and the Vendor has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.
- K. The Vendees after having satisfied itself with the facts aforesaid and having inspected the relevant record relating to title of the Said Land and various approvals, has agreed to purchase the Plot for the consideration and terms stipulated in this Deed and on the specific assurance that the Vendor is fully competent to sell the Plot in the said Project.
- L. The Vendor and the Vendees pursuant to the aforesaid are desirous of executing this Deed of the Plot in favour of Vendees.

**NOW THIS DEED WITNESSETH AS UNDER:**

1. That in consideration of the aforesaid and in consideration of the Vendees having paid the Consideration in the manner provided herein below, the Vendor does hereby grant, convey, sell, transfer and assign, all its rights, titles, interests, liberties, privileges and advantages in the Plot to the Vendees, on the terms and conditions herein contained, with full right of ingress and egress, together with all easements, liberties, privileges, rights and advantages appurtenant thereto and every part thereto and appurtenances whatsoever to the Plot and heriditaments and hold the same unto and to the use and ownership of the Vendees, its successors and assigns as absolute owners forever and at all times hereafter.
2. The Vendees has paid the entire Consideration being a sum of **Rs. -----** to the Vendor in the following manner, the receipt of which the Vendor hereby accepts and acknowledges:
3. Simultaneously with the execution of this Deed, the Vendor has delivered full, free and quiet, vacant, legal and physical possession of the Plot to the Vendee. The Vendor hereby confirms, assures and declares that the Vendee shall enjoy all rights of ownership, possession, privileges, easements and appurtenances of the

Plot and shall derive all benefits therefrom without any hindrance, objection or interference from the Vendor, and/or any person claiming through it/them.

4. The Parties agree that all taxes and statutory levies payable in future in relation to Plot shall be paid by the Vendee on pro-rata basis or as may be prescribed under law. The Vendor hereby confirms, assures and undertakes that all license fees, external development charges, internal development charges, infrastructure development charges, infrastructure augmentation charges and other transaction taxes, environmental clearances, authorisations and approval (including all fees and amounts payable thereto) and other related liabilities and obligations in relation to the Plot, the Said Land and the Project shall at all times be the sole liability and obligation of the Vendor and the Vendee shall be indemnified and kept harmless by the Vendor in relation to all such liabilities and obligations. It is further clarified that all such charges and taxes in relation to the Project and Land, apart from development on the Plot being carried out by the Vendee, shall be borne solely by the Vendor till the date of execution of Sale deed.
5. That pursuant to this Deed, the Vendor, or any person claiming from or through the Vendor, does not and shall not have any right, title, interest, claim, demand or concern of any nature in the Plot and the Vendee has become the absolute owner of the Plot with full rights to use, enjoy, sell and transfer the same as absolute owner without any hindrance or objection by the Vendor or any other person claiming under the Vendor, and the Vendor shall not create any right, title, interest, claim, encumbrance, including but not limited to a gift, mortgage, charges (whether fixed or floating), lien, trust, exchange, lease, legal flaws, claims, security interest or other encumbrances of any kind and/ or agreement to sell on the Plot.
6. The Vendee agrees that use of the Plot shall always be used for residential purpose only.
7. The Vendee shall be abide by all the terms and conditions laid by the Developer at the time of allotment or execution of the initial SALE Deed.
8. The Vendor hereby declares, represents, warrants, covenants and undertakes that:
  - (a) It has clear and marketable title, as owner, to the Plot, and is in exclusive possession thereof;
  - (b) The Vendor has not transferred or agreed to transfer the Plot or any portion thereof in favour of a third party whether by way of sale, lease, license, assignment, mortgage, gift, alienation of possessory right or any other manner whatsoever;
  - (c) It has no objection to the sale of the Plot in favour of the Vendee and further that upon execution of this Deed the Vendor shall endorse and update the name of the Vendee as the owner of the Plot in its records without Vendee being required to pay any fees or charges to the Vendor;

- (d) It is competent and entitled to deal with the Plot or any part thereof without any restrictions whatsoever;
- (e) It has paid all taxes, duties, cesses, charges and levies payable by the Vendor till date. The Vendor shall continue to be solely liable to discharge all demands made in relation to or in respect of the Plot in future, which pertains to the period prior to this Deed;
- (f) That the Plot has not been notified under section 4 and/ or 6 of the Land Acquisition Act, 1894 and/ or the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 for any purpose and is not situated within the green belt;
- (g) The Plot, or any portion thereof, has not been nor intended to be requisitioned by any Governmental Authority for any purpose whatsoever;
- (h) The Vendor and the Owners do not hold land in excess of the ceiling limits prescribed under the Haryana Ceiling on Land Holdings Act, 1972;
- (i) The Vendor has not received any notice from the Income tax authorities, and there are no pending or threatened tax proceedings against the Vendor;
- (j) The Plot is not the subject matter of any tax or attachment proceedings of any nature whatsoever;
- (k) The Plot is clearly demarcated and surveyed and there is no dispute as to the boundary of the Plot;
- (l) It has, neither done nor permitted to be done nor been party to any act whereby its rights and title to the Plot is in any way be impaired or whereby the Vendor may be prevented from transferring the Plot;
- (m) In the event of any acquisition by any government department or body, the Vendee shall be exclusively entitled to receive and recover the entire compensation/ enhanced compensation against the acquisition of the Plot and also be solely and exclusively entitled to receive the alternative land as compensation against the acquisition of the aforesaid land directly from the concerned government department to the exclusion of the Vendor/ Owners or their legal heirs;
- (n) The Plot is free from all kinds of encumbrances such as notifications, prior sales, liens, charges (whether fixed or floating), acquisition, injunction, sale, gift, mortgage, disputes, litigation (not limited to suits, civil and criminal actions, arbitration proceedings, and all legal proceedings, pending, threatened or proposed whether before any court, judicial or quasi-judicial or regulatory authority, tribunal, governmental/ statutory authority or any arbitrator or arbitrators), attachment under the decree or order of any court, tribunal or any other competent body/ authority, Will, trust, exchange, lease, legal flaws, claims assignment, security interest or other encumbrances of any

kind and/ or prior agreement to sell, and there is no impediment whatsoever in their way to sell the Plot and there are no breaches, nor is there any notice of requisition or acquisition, written or verbal, from any governmental/ statutory authority in respect of the Plot and if it is ever proved otherwise, or if the whole or any portion of the Plot is ever taken away or goes out from the possession of the Vendee whether permanently or temporarily on account of any legal defect in the ownership and title of the Vendor, then the Vendor would be liable and responsible to make good the loss suffered by the Vendee and hereby indemnifies the Vendee to keep the Vendee saved and harmless against all such losses, costs, damages, fines, penalties and expenses accruing thereby to the Vendee;

- (o) No encroachment, intrusion and/ or trespass has been made/ done, in any manner on the Plot;
  - (p) No consents, approvals, order or authorisation of, or registration, qualification, designation, declaration or filing with any person is required in connection with the execution, delivery and performance of this Deed by the Vendor;
9. Each representation, warranty, covenant or obligation contained herein could be treated as a separate representation, warranty, covenant or obligation and shall be construed independently of any other. Each of the representation, warranty, covenant or obligation shall not be limited or restricted by reference to or inference from the terms of any other warranty or any other term of this Deed.
10. The Vendor agree to do and execute or cause to be done and executed at the Vendee's cost, all acts, deeds and things, as may be reasonably required by the Vendee for more fully and perfectly assuring title of the Vendee to the Plot.
11. The Vendor hereby unconditionally indemnifies and holds harmless the Vendee at all times against and in respect of all losses, liabilities, costs and expenses (including reasonable attorney's fees) which the Vendee may suffer or incur in connection with any of the following:
- (a) Breach or inaccuracy of any of the representation, warranty, covenant or undertaking of the Vendor;
  - (b) In the event the quiet, peaceful and exclusive title, use, enjoyment, possession and access to the Plot by the Vendee is disturbed/ affected and/ or Vendee suffers any loss, liability, costs and expenses (including attorney's fees):
    - (i) on account of any defect in title of the Vendor or Owners and/ or right of the Vendor to the Plot or on account of any claim made by any person claiming through the Vendor/ Owners or through any predecessor in title of the Vendor/ Owners but not limited to any claim/ demand raised by any third party whatsoever which affects the quiet, peaceful and exclusive title, use, enjoyment, possession and access to the Plot by the Vendee or which affects the occupation of the Vendee;

- (ii) on account of any encumbrances including but not limited to notifications, prior sales, liens, charges (whether fixed or floating), acquisition, injunction, sale, gift, mortgage, disputes, litigation (not limited to suits, civil and criminal actions, arbitration proceedings, and all legal proceedings, pending, threatened or proposed whether before any court, judicial or quasi-judicial or regulatory authority, tribunal, governmental/ statutory authority or any arbitrator or arbitrators), attachment under the decree or order of any court, tribunal or any other competent body/ authority, trust, exchange, lease, legal flaws, claims assignment, security interest or other encumbrances of any kind and/ or prior agreement to sell or notice of any claim, requisition or acquisition, written or verbal, from any governmental/ statutory body in respect of the Plot. Further, on account of any encumbrance created or existing on the Plot sought to be enforced against the Vendor/ Owners after execution of this Deed;
  - (iii) due to any action of any concerned authority, on account of Vendor's failure to pay any taxes, fees, charges, cesses, rates, levies, assessments and all other outgoings, fees and charges till the date of execution of this Deed.
  - (iv) due to any action taken by the Income tax authorities or any other governmental authority(ies) which affects the sale of the Plot or any part thereof in favour of the Vendee hereunder or otherwise affects the right, title and interest of the Vendee thereto.
12. Save and with the sole exception of the interior area of the Plot transferred to the Vendee, the Vendee shall have no proprietary rights, titles or interests over any common area and facilities, provided that the Vendee subject to the payment to the Maintenance Agency (defined below) of all of maintenance charges, shall have an unhindered and unfettered right of use of Common Area and Facilities (defined below). The Common Areas and Facilities shall mean and include all such parts/ areas in the Project which the Vendee shall use by sharing with other occupants of the Project which would include (without limitation) water bodies, road, driveways, garden, park, landscaped area, guard rooms, spaces for security, power, light, water, sewerage, tanks, pumps, pump room, electrical rooms, STPs, refuge areas, water tanks, machine room, security/ fire control rooms, maintenance offices/ stores etc. and the like and all easementary rights of access and other service areas including the space utilized for installation and placement of generator sets etc. and shall include those Common Areas and Facilities as may be declared by the Vendor in accordance with law (**“Common Areas and Facilities”**). All such Common Area and Facilities shall remain the property of the Vendor, which shall be responsible for the maintenance and upkeep of the same till the time it is transferred/ assigned to any other body or association or society of residents of the Project, in accordance with the provisions of any law applicable to the Project.
13. The Vendor shall, through its nominated maintenance agency, provide the requisite common area maintenance services within the Project which shall

broadly include operation and maintenance of power backup and generator systems, garbage disposal & upkeep of common areas, water supply, sewerage system and drainage system, lighting facilities for the common area and internal roads, maintenance and upkeep of internal roads, pathways, common horticulture, provision of general watch and ward within the complex and common installations/ equipment/ machines in the Project and insurance thereof (collectively referred to as “**Maintenance Services**”).

14. The Vendee hereby agrees that the Vendor shall be entitled to undertake the provision of the Maintenance Services, either through itself or through any other agency designated/ nominated/ appointed by it (collectively referred to as “**Maintenance Agency**”). The Vendee hereby agrees and undertakes to make timely payment towards all charges, and dues in relation to provision of the Maintenance Services (the “**Maintenance Charges**”) as may be fixed by the Maintenance Agency from time to time, and as revised by the Maintenance Agency from time to time. It is hereby agreed that the Maintenance Charges shall be due and payable from the first day of the following calendar month, irrespective of whether the said Plot is physically occupied by the Vendee or not.
15. The Vendee agrees and undertakes to enter into and execute a separate agreement with the Maintenance Agency (the “**Maintenance Agreement**”) in relation to provision of Maintenance Services in the Project simultaneously with this Deed. The Maintenance Agreement shall *inter alia* specify the scope of the Maintenance Services to be provided in relation to the Plot and the Project and the applicable Maintenance Charges & other charges payable by the Vendee in respect of the same.
16. Further, in addition to the monthly Maintenance Charges, the Vendee shall also pay to the Vendor the Interest Free Maintenance Security (“**IFMS**”) as per the agreed payment plan provided in the Maintenance Agreement. To ensure the uninterrupted Maintenance Services, the Vendee shall also make payment of amount equivalent to Twelve (12) months of Maintenance Charges in advance at the time of offer of possession of the Plot. The Parties agree and acknowledge that this IFMS along with advance Maintenance Charges, if any, shall pursuant to any transfer (whether by means of a sale, assignment, disposal or otherwise) of the Plot by the Vendee to a third party, be transferred in the name of such third party transferee.
17. On formation of the Resident Welfare Association (“**RWA**”) for the Project and upon handing over of the Maintenance Services of the Project to such RWA, the Vendor shall have the right to transfer the balance IFMS without any interest after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Vendee and thereupon the Vendor shall stand completely absolved/ discharged from all its obligations and responsibilities concerning the maintenance of Common Areas and Facilities in the Project.
18. The Vendor or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter with prior written notice into and upon the said Plot, roof top, terrace, balconies etc. of the building built on the

said Plot for any maintenance activities such as connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc.

19. Notwithstanding anything contained to the contrary under this Deed, the water which may be supplied at one point in the Plot would be usable only for the domestic purpose (i.e., for bathing, washing, cleaning, etc.) and would not be fit for drinking/ human consumption. The Vendee undertakes to install suitable equipment for further treatment of water for human consumption or make his own arrangement for drinking water at his own cost. The Vendee shall obtain the individual water connection for the Plot/ building constructed thereon.
20. That all the rates, taxes, charges, levies and other assessments levied or leviable in relation to the Plot by any authority including electricity, water charges and maintenance charges payable to the Maintenance Agency and other dues, charges, out goings, demands, of all nature and description payable in respect of the said Plot for the period up to the date of this Deed has been paid by the Vendor. The Vendor agree, confirm and assure that they shall be liable for all or any arrears of property/house taxes, statutory demands, arrears of electricity, water etc. or any other demand or charge of whatever nature and description in respect of the Plot pertaining to the period prior to this date even if a demand for the same is raised on a date subsequent to this date and the Vendor shall pay and discharge all such arrears and demands including the interest and penalty etc. on such demands and arrears immediately and forthwith. The Vendor shall at all times keep the Vendee indemnified and protected against such arrears of property/house taxes, statutory demands, arrears of electricity, water or any other demand or charge of whatever nature and description.
21. The Vendee may get the Plot mutated in its own name in the records of all concerned authorities on the basis of this Deed or its certified true copy. The Vendor undertakes to extent all assistance and co-operation as may be required by the Vendee to get the said Plot mutated in the name of the Vendee in the records of concerned local/ revenue/ municipal authorities. Further, the Vendee shall ensure that the Vendee's name is mutated in the records of all concerned authorities in relation to the Plot within 30 (Thirty) days of the date of this Deed.
22. All expenses with respect to registration and execution of this Deed namely, stamp duty, registration charges and any other allied charges shall be borne and paid by the Vendee.

**SCHEDULE-I**  
**DESCRIPTION OF THE PLOT**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED AT THE PLACE AND ON THE DATE, MONTH AND YEAR MENTIONED HEREINABOVE.**

By the within named “**Vendor**”  
Through its Authorised signatory

By the within named “**Vendees**”

\_\_\_\_\_  
Name: **Manoj Singhal**

\_\_\_\_\_  
**(1) Name:**

\_\_\_\_\_  
**(2) Name:**

1. Witness:

2. Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_