

### Sale Deed/Conveyance Deed

#### Short Details of the Sale Deed

Sale Deed for Rs...../-  
Stamp duty paid on Rs.....  
Stamp duty being paid as per Order No.5-275611-2008-500(1165)/2007 Lucknow, dated 30-06-2008  
Paid Stamp duty Rs...../-  
1. Use of Property : Residential  
2. Ward Pargana : (V-Cord .....Page No.....)  
3. Mohalla/Village : "Highway City-8" Delhi Saharanpur Road, Patti Chaudharan, out of Municipal Area Baraut Tahsil Baraut Distt. Baghpat  
4. Description of the property : Plot No....., situated in "Highway City-8" Delhi Saharanpur Road, Patti Chaudharan, out of Municipal Area Baraut Tahsil Baraut Distt. Baghpat (hereinafter referred to as the said plot)  
5. Total Area : ..... sq.mtr.  
6. Status of Road : ..... mtr.wide  
7. Status of Plot : No two side road  
The said plot no park facing  
8. Circle rate of the plot : Rs...../-per sq.mtr.  
9. Consideration : Rs...../-  
10. Stamp duty paid : Rs...../-

The said plot sold for the residential use only.

This sale deed is made at ..... on this ..... day of .....,2019 between **M/s A.B.V. Buildtech LLP**, a Partnership Firm, having its Registered office at Arjunpuram, Baraut Distt.Baghpat, through its Partner's **Mr.Ashwani Kumar** (Aadhar No.353357076183) & **Mr. Varun Kumar Tomar** (Aadhar No.440984146580) S/o Sh. Satyapal Singh Tomar R/o 20/168, Arjunpuram, Baraut Distt. Baghpat as a attorney holder of Sh.Satyapal Singh S/o Sh.Kalyan Singh R/o Arjunpuram Baraut Distt.Baghpat & Sh.Surendra Pal Singh S/o Sh.Kalyan Singh R/o Patti Khobba Village Mahawatpur Distt.Baghpat & Sh.Arvind Kumar S/o Sh.Rajpal Singh R/o Patti Khobba Village Mahawatpur Distt.Baghpat & Sh.Anirudh Kumar S/o Sh.Rajpal Singh R/o Patti Khobba Village Mahawatpur Distt.Baghpat & Smt. Vijay Laxmi W/o Sh.Surendra Pal Singh R/o Patti Khobba Village Mahawatpur Distt.Baghpat & Smt.Rajbala W/o Sh.Rajpal Singh R/o Patti Khobba Village Mahawatpur Distt.Baghpat & Sh.Samarpal Singh S/o Sh.Balbir Singh R/o Patti Khobba Village Mahawatpur Distt.Baghpat & Smt.Archana W/o Sh.Virohit Kumar Tomar R/o Arjunpuram, Baraut Distt.Baghpat & Smt.Vimlesh W/o Sh. Satyapal Singh R/o 20/168, Arjunpuram Baraut Distt.Baghpat & Smt. Kamla Devi W/o Sh.Mahendra Singh Olhan R/o 580, Sector-2, Urban Estate Thanesar Kurukshetra vide GPA executed on 9-10-2019 entered in Book No.IV, Jild 1858 on pages 343/406 in Sr.No.3326 on 9-10-2019 in the office of Sub-Registrar, Ghaziabad This GPA is valid upto date till now, hereinafter referred to the "First Party" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns of the Vendor the party of the first party (Pan No.\_\_\_\_\_)

**AND**

**Sh.....** S/o **Sh.....** (Pan No.....) residing at ....., (hereinafter called the "Vendee" the party of the second part.

"The expression Vendor & Vendee shall mean and include unless repugnant to the context, their legal heirs, executors, administrators nominees and assigns respectively.

**Details of property :**

The Free Hold Residential Vacant Plot No..... measuring ..... sq.mtr. as per annexed map situated at residential project as "Highway City-8" Delhi Saharanpur Road, Patti Chaudharan, out of Municipal Area Baraut Tehsil Baraut Distt. Baghpat (Uttar Pradesh) (hereinafter called the said proeprty).

And whereas Sh.Satyapal Singh & Others are the lawful owner in possession of land measuring 3.3850 Hec. bearing Khasra Nos. 854, 865, 852 situated at Mauja Baraut Patti Chaudharan out of Municipal Area Village Baraut Tehsil Baraut Distt.Baghpat (U.P), (herein said land) and Planned development a residential project thereon under the name and style of "Highway City-8" (hereinafter reffered to as Project).

And whereas the above land measuring 3.3850 Hec. has declared the non-agricultural in the Court of S.D.M Baraut vide Apeal No. T20151108042415 in case 143 J.V.A. Nagar Palika Mauja Baraut Patti Chaudharan Bahar Hadud Pargana and tahsil Baraut Distt.Baghpat on 3-10-2015 .

After getting a lay-out plan sanctioned vide letter no. 219/Ma.Anu.2019-20 dt. 20-7-2019 Map No.34/5 from the Baghpat Baraut Khekra Vikas Pradhikaran Baghpat the promoter/vendor developed the said land developing thereon the said residential lay-out project comprising of serveral plots alongwith other common services and facilities being part of the project, in accordance permissions/sanctions obtained from the concerned regulatory authority.

And whereas in terms of the development of "Highway City-8" Delhi Saharanpur Road, Patti Chaudharan, out of Municipal Area Baraut Tehsil Baraut Distt. Baghpat (Uttar Pradesh) the seller has been authorized to transfer the units of different specifications and sizes developed by the promoter/vendor to its transferee/s on own terms and conditions.

And whereas on the application of the buyer, the seller had allotted to the buyer residential plot bearing plot no..... measuring ..... sq.mtr. as per annexed map situated at residential Project as "Highway City-8" Delhi Saharanpur Road, Patti Chaudharan, out of Municipal Area Baraut Tehsil Baraut Distt. Baghpat (Uttar Pradesh) (hereinafter referred to as the said "plot") for a consideration of ...../-

NOW THEREFORE THIS DEED OF SALE/CONVEYANCE WITNESSETH:

1. That in pursuance of the aforesaid allotment and the said sum of Rs...../- paid by the buyer to the seller as per shedule given below the receipts of which

the seller does hereby admit and acknowledge and of and from the payment of the same does for ever release and discharge the buyer, the vendor does hereby transfer, convey and assign by way of sale unto the buyer all the piece of said plot, forming part of the approved layout plan of the Residential Colony known as "Highway City-8" Baghpat and more particularly described in the annexure hereunder, together with all rights, liberties, privileges, easements necessary for the

enjoyment of the said plot of land to own and to hold the said plot together with all rights and appurtenances absolutely and forever.

Payment Schedule :

2. That the seller has handed over actual possession of the said plot of land to the buyer.
3. That the seller has assured the Buyer and who is satisfied that the plot is free from all sorts of encumbrances, liens and charges etc. and the seller has the full rights and authority to sell the same. And the vendee has carried out the inspection of the previous documents regarding the said property/land and has satisfied himself/herself to the soundness of the said land and also common amenities, passage, roads, and facilities within the said piece of land.
4. That all the dues, demands, taxes, charges, including property tax, or any other services 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.
5. That the Buyers hereby agree that if any demand is raised or issued by any authority, due to the enhancement in the compensation under the orders of any Court ,or any freehold charges raised or demanded by the Baghpat Khehra Vikas Pradhikaran Baghpat, the same shall be borne by Buyers upon receiving intimation from the Developer/Seller.
6. That the Buyers shall abide by all the laws, bye-laws, rules and regulations of the Government/Local Authorities etc.as per allotment relating to the Residential colony named "Highway City-8" and the said plot of land. The Buyers undertake and assure that they shall raise construction and utilize the plot in question only for residential purpose and for no other purpose which is prohibited under the laws of Central, State or Local self Government.
7. That all the terms and conditions as provided in the said project of the Govt. of Uttar Pradesh as regards the development of this plot, its maintenance as well as for creation and up-keep of future infrastructure of whatever category it shall be, shall be applicable on the project and the plot holders shall be bind by such rules and

regulations and shall follow the orders passed by Competent Authority in that respect.

8. That the maintenance of the colony shall be done by the seller or its appointed Maintenance Agency for a period of Two years initially or until taking over of the services by Municipal authorities or Government agencies whichever be earlier on the terms and conditions and charges to be determined by the seller or its nominee from time to time and the said charges shall be paid by the Buyer to the Seller or its appointed agency without any demur or reservation.
9. That Buyer assures that as and when required they shall sign the maintenance agreement with the Developer/Seller or its appointed agency. Further, Buyers assure that after taking physical possession of the property if Buyers do not construct the house or leave the property vacant then levi charges shall be paid to the Developer/Seller or its appointed agency by the Buyers . Buyers hereby assure and abide all the terms and conditions relating to the allotment.
10. That the Buyer 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.
11. That the Buyer can get the said plot under sale mutated, substituted and transferred in their name, on the basis of this Sale deed in the record of any authority or any other relevant records, The Seller undertakes that it shall sign all other papers/documents required in this connection.
12. That all expenses, charges, etc. including the stamp duty for the registration of this deed or in relation to the plot any construction to be made thereon, if any, will be borne and paid by the Buyer.
13. The vendee to the vendor, the receipt whereof the vendor hereby acknowledges and admits and in consideration of the undertaking of the vendee to pay such further amount, as he/she/they may be at any time hereafter becomes liable to pay in terms of this sale deed the vendor both hereby grant convey, transfer, assure and assign unto the vendee the said plot, as more fully described in Annexure" given hereunder, and for greater clarity delineated on to plan attached hereto alongwith all rights and easement whatsoever necessary for the enjoyment of the said plot . To have and to hold the same unto and to use of the vendee and his/her heirs successors in interest and assigns heirs executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants hereunder contained and each of them.
14. That the vendee/s has/have desired that the said plot of land be now transferred to her/him/them and the vendor has agreed to the same. There is no construction on the plot in question .The vacant and peaceful possession of the said plot hereby sold has been delivered by the vendor to the vendee and the vendee has

satisfied himself or herself to the area of the said plot allotted and has agreed not to raise any dispute at any time in future on this account.

That the construction on said plot shall be strictly in accordance with the maps/drawing duly approved by the Baghpat Khekra Vikas Pradhikaran Baghpat subject to building bye laws and guidelines of the competent statutory authority.

15. The vendee follow rain water carried on in the drains for rain harvesting. The plinth level of the said plot shall not be more than 400 mm from the centre (level) of the Road in the said plot.
16. That the vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the project rules framed by the vendor and/or the nominated maintenance agency and all laws, bye-laws, rules and regulations stipulated by Baghpat Khekra Vikas Pradhikaran Baghpat and/or the Municipal Local and other Government or Statutory bodies. The Vendee has no right to obstruct or close or encroach the constructed roads, common passages, within the colony. The Vendee have no rights on the common areas such as roads , passages, common ramps, water tanks/supply lines, sewer lines, safety tanks, STP, electricity Lines etc. The vendor can use the mentioned facilities /common amenities for their future extension or development of the colony in adjacent lands .
17. That the vendor do hereby covenant with the vendee that the interest, which the vendor hereby profess to transfer is subsisting and the vendor has good rightful power and authority to convey grant, transfer, assign and assure the said plot unto the vendee in the manner aforesaid free from all encumbrances. The vendor hereby further covenants that in case at any time hereafter by reason of any act of default or omission or commission on the part of the vendor , the vendee suffer any loss and is deprived of whole or any portion of the said plot hereby conveyed to the vendee on account of any defect in the title of the vendor, the vendor shall refund the sale consideration without any interest, to the extent of the right's affected in the said plot by the act of default, omission or commission of the vendor and to make good and losses suffered by the vendee thereby and in such case the vendee shall have no right, title or interest or claim in any other property in said project.
18. That the vendee has already paid the sale consideration, as stated hereinabove, and all other dues, which are payable from the date of application and/or in terms of allotment, referred hereinabove. However, if any additional charges, levies, rates, taxes, demands, etc. including service tax development charges for the provision of peripheral and/or external services or for any other reason attributable to the said plot are levied in future retrospectively to the said plot and be payable by the vendee failing which the vendor shall have first charge/lien on said plot for recovery of the same.

19. That the maintenance of the said plot including all walls and partitions, sewers, drains, pipes attached lawn shall be the exclusive responsibility of the vendee from the date of the possession/deemed possession. Further, the vendee will neither himself do not permit anything to be done which damage any part of the adjacent property etc. or violates the rules or bye-laws of the local authorities or the Owners Association/Residents Association.
20. That the vendee is aware that the sewage pipe, drainage and electricity cables, Horticulture, Water Sewage and Fresh Water Line etc are lying underneath roads. The vendee undertakes that he will ensure that no damages is caused to any of such services underneath the road. The vendee shall take permission in writing from the Development/ Maintenance Agency before or competent authority any outside the plot. The vendee further undertakes to repair any damage caused to such services lines and/or roads and to indemnify Developer/Maintenance Agency for any such damage caused by the Vendee, if in any case vendee damage the pipelines voluntarily or in voluntarily the vendor has the right to impose any claim or penalty against the damages to the vendee the vendee also undertakes not to cause any hindrance/blockage on the roads during construction on account of construction material or anyway whatsoever.
21. The Buyer has seen and accepted the sanctioned lay-out plans sanctioned by Baghpat Khehra Vikas Pradhikaran Baghpat the Buyer(s) hereby records his/her/their no objection irrevocably to the Seller authorizing it to effect suitable and necessary alternations/modifications/additions to revise lay out plans, within the existing project land/adjoining land, as the seller may deem fit, or as directed by any competent authority(ies) or such alternations/modifications/additions becomes necessary and desirable.
22. That the vendee take electric power connection with their own expenses, in the said land/property.
23. The external electrification charges (EEC) has been charged on prorated basis, however, vendee hereby agrees to bear on demand from the Vendor or its authorized representative/nominee prorated share of any additional charges including EEC, External Development Charges (EDC) Infrastructure Development charges (IDC) or any other charges as may be levied by the authorities even if it is applicable with retrospective effect. In case such charges are not paid by the vendee it shall become unpaid sale price of the said plot and vendor shall have its lien on the said plot/or on any construction thereupon for recovery of such charges from the vendee.
24. The vendee can now use/sell/transfer the said residential plot subject to the condition that before selling or transferring his ownership rights in the said residential plot the vendee must clear all dues of maintenance agency appointed by vendor and obtain NOC for such sale/transfer and the new owner/transferee of the residential plot must execute fresh maintenance agreement(s) with the maintenance agency.

#### Schedule-A

The Residential Plot No....., measuring ..... sq.mtr. as per annexed map situated at residential project as "Highway City-8" Delhi Saharanpur Road, Patti Chaudharan, out of Municipal Area Baraut Tehsil Baraut Distt. Baghpat (Uttar Pradesh) Bounded of the said plot given as under :-

East :  
West :  
North :  
South :

In witness whereof the seller and buyer 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 :

1. Vendor

2. Vendee

Drafted by : Pradeep Gupta Advocate, Ch.No.14, Tehsil Compound, Ghaziabad  
Typed by : S.K.Singh