

SALE DEED

- | | |
|----------------------------|---------------------------------|
| 1- Type of land | - Residential |
| 2- Ward /Paragana | - |
| 3- Mohalla/City | - Apex Enclave |
| | Village Datawali Gesupur |
| | Tehsil & Distt. Meerut |
| 4- Description of Property | - Plot No. ----- |
| 5- Area of Property | - Plot Area -----Sq. Mtr. |
| 6- Road | - Inside of Garhmukteshwar Road |
| 7- Consideration | - Rs. -----/(Rs. ----- Only) |

NO. OF VENDOR / FIRST PARTY- M/s Shree Aadinath Estate Developers, a partnership firm having its registered office at A-310, Meerut Mall Delhi Road, Meerut (PAN No. ADFFS9594K) through its partner Sh. Atul Gupta S/o Sh. Ramesh Chand R/o 39/16, Shivaji Road, Meerut.

NO. OF VENDEE / SECOND PARTY- ----- (PAN No.).

MEASUREMENT OF PLOT- Plot No. ---- area ----- Sq. Mtr. situated at Khasra No. 1233 at Village Datawali Gesupur, Tehsil & District Meerut as per attached map.

Profession – Business Profession –

SALE DEED FOR Rs. -----/-

STAMP DUTY Rs. -----/-

CIRCLE RATE OF LAND = -----/- Per Sq Mtr.

THIS DEED OF SALE is made on this ----- Day of ----- in between:-

M/s Shree Aadinath Estate Developers, a partnership firm having its registered office at A-310, Meerut Mall Delhi Road, Meerut (PAN No. ADFFS9594K) through its partner Sh. Atul Gupta S/o Sh. Ramesh Chand R/o 39/16, Shivaji Road, Meerut; hereinafter referred to as Vendor which expression shall, wherever the context so admits include their heirs, successors, assignees, administrators and executors on the -----First Part; and

Sh./Smt. -----(PAN No.-----);
hereinafter referred to as the Vendee, which expression shall wherever the context
so admits include his/her heirs, successors, administrators and assignees on -----

-----Second Part; and

Whereas the following parties reconstitute a partnership firm under the name &
style of M/s Shree Aadinath Estate Developers on 01.10.2018 to carry on the
business of sale, purchase, construction & development of land and / or building
and estate development:-

(1) M/s Jaswant Sugar Mills Limited having its Registered office at Baghpat Road,
Maliyana, Meerut through Director Sh. Prashant Gupta S/o Late Shri J. L. Gupta
R/o Kothi No. 4, Jaswant Sugar Mills, Baghpat Road, Meerut (2) Shri Kinshuk
Singhal (HUF) through Karta Shri Kinshuk Singhal S/o Sh. Vinod Kumar Singhal
R/o Samrat Palace, Garh Road, Meerut City (3) Shri Ashish Jain S/o Late Sh.
Subhash Chand Jain R/o 61, Shivaji Road, Meerut (4) Smt. Savita Jain W/o Late
Sh. Subhash Chand Jain R/o 61, Shivaji Road, Meerut (5) Smt. Alpika Jain W/o Sh.
Vikas Jain R/o 100-D, Saket, Meerut (6) Sh. Yogesh Kumar Tyagi S/o Sh. Ram
Singh Tyagi R/o Anuyogipuram Colony, Garh Road, Meerut (7) Smt. Anju Tyagi
W/o Sh. Yogesh Kumar Tyagi R/o Anuyogipuram Colony, Garh Road, Meerut; and
Whereas Sh. Yogesh Kumar Tyagi & Smt. Anju Tyagi stated in (6 & 7) above had
brought the land bearing Khasra No. 1220 area 5820 Sq. Mtrs. , Khasra No. 1221
area 8730 Sq. Mtrs. & Khasra No. 1233 area 13780 Sq. Mtrs. Total Three Khasras
Total Land Area 28,330 Sq. Mtrs. Situated at Village Datawali Gesupur, Tehsil &
Distt. Meerut and the above said land was purchased through three sale deeds, out
of which first sale deed was in the name of Anju Tygai, which was purchased from
Sh. Kush Kumar Agarwal S/o Sh. Rama Nand R/o 117-B, Shastri Nagar, Meerut
presently residing at 109, Covington Court, Oak Brook, Illinois, USA vide sale
deed written dated 05.05.2006 registered in the office of Sub - Registrar 1st, Meerut
on dated 05.05.2006 at Book No. 1 Volume 4884 Pages Nos. 245 to 338 at SL. No.
4791 and the second sale deed was in the name of Yogesh Kumar Tyagi , which

was purchased from Smt. Sita Rani W/o Late Sh. Rama Nand R/o 117-B, Shastri Nagar, Meerut presently residing at 320, N-01, C.I.D.C.O, Aurangabad vide sale deed written dated 05.05.2006 registered in the office of Sub - Registrar 1st, Meerut on dated 05.05.2006 at Book No. 1 Volume 4792 Pages Nos. 339 to 424 at SL. No. 4792 and the Third sale deed was in the name of Smt. Anju Tyagi & Sh. Yogesh Kumar Tyagi , which was purchased from Sh. Love Kumar S/o Late Sh. Rama Nand R/o 117-B, Shastri Nagar, Meerut presently residing at 320, N-01, C.I.D.C.O, Aurangabad , vide sale deed written dated 26.07.2006 registered in the office of Sub - Registrar 1st, Meerut on dated 26.07.2006 at Book No. 1 Volume 4981 Pages Nos. 17 to 82 at SL. No. 7324 and in all the revenue records Abadi is entered in the above land; hereinafter referred to as Said Land; and

Whereas thereafter Smt. Anju Tyagi & Sh. Yogesh Kumar Tyagi has pool down the said land towards their capital contribution in the firm M/s Shree Aadinath Estate Developers vide partnership deed dated 01.10.2018 and as such the said land has become the property of the firm; and

Whereas Sh. Yogesh Kumar Tyagi S/o Late Sh. Ram Singh Tyagi & Smt. Anju Tyagi W/o Sh. Yogesh Kumar Tyagi retire from the firm and a retirement cum partnership deed reconstituted on 07.01.2019 with the following parties:-

(1) M/s Jaswant Sugar Mills Limited through Director Sh. Prashant Gupta (2) Shri Kinshuk Singhal (HUF) through Karta Shri Kinshuk Singhal (3) Shri Ashish Jain S/o Late Sh. Subhash Chand Jain (4) Smt. Savita Jain W/o Late Sh. Subhash Chand Jain (5) Smt. Alpika Jain W/o Sh. Vikas Jain ; and

Whereas M/s Jaswant Sugar Mills Limited through Director Sh. Prashant Gupta & Shri Kinshuk Singhal (HUF) through Karta Shri Kinshuk Singhal & Smt. Savita Jain retire from the firm and Sh. Atul Gupta S/o Sh. Ramesh Chand R/o 39/16, Shivaji Road, Meerut & Sh. Ashutosh Garg S/o Sh. Madan Lal Garg R/o 228, Shivaji Road, Meerut introduce as new partners in the firm and a introduction cum retirement cum partnership deed reconstituted on 01.08.2019 with the following parties:-

(1) Shri Ashish Jain S/o Late Sh. Subhash Chand Jain R/o 61, Shivaji Road, Meerut
(2) Smt. Alpika Jain W/o Sh. Vikas Jain R/o 100-D, Saket, Meerut (3) Sh. Atul
Gupta S/o Sh. Ramesh Chand R/o 39/16, Shivaji Road, Meerut (4) Sh. Ashutosh
Garg S/o Sh. Madan Lal Garg R/o 228, Shivaji Road, Meerut; and

Whereas the Vendor has got approved a lay out Plan No. ----- dated -----
- for the above said land from Meerut Development Authority, Meerut; and

Whereas Vendor is developing a colony on the above said land under the name &
style as **"Apex Enclave"** (Hereinafter referred to as the "Said Colony"); and

Whereas the Vendee approached to the Vendor for the purchase of a plot in the said
colony, and the Vendor had allotted Plot No. ----- area ----- Sq. Mtr. situated at
Apex Enclave, at Village Datawali Gesupur, Tehsil & Distt. Meerut to the Vendee
with his/her consent in the said colony, as shown in red colour in the plan annexed
hereto and bounded as detailed at the foot of this Deed (hereinafter referred to as the
Said Plot) for a consideration of Rs. -----/(Rupees ----- Only) being the
cost of Plot; and

Whereas the Vendor has received the consideration of Rs. -----/(Rupees --
-----Only) from the Vendee, towards the cost of the Said Plot;

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of the sum of Rs. -----/(Rupees -----
Only) paid by the Vendee to the Vendor, as detailed at the foot of this deed,
receipt of which the Vendor do hereby admit and acknowledge and relinquish
all their rights and interest in the Said Plot, doeth hereby grant, convey, sell,
transfer and assign to the Vendee all their rights, title and interest in the said
Plot by way of sale who shall hereinafter be the lawful, absolute and
undisputed owner of the said Plot and enjoy all the rights of ownership
possession, privileges, easements together the right in common with the other
purchasers of the Plot/Plots in the said colony in all facilities, in any way
appertaining thereto.

2. That the Vendee shall be liable to pay minimum maintenance charges, as applicable per month for the maintenance of common services, to the Association of Allottees. The date of commencement of maintenance charges for the services of the colony will be from the date of this sale deed. Further, the monthly maintenance charges shall be on actual basis as intimated by Association of Allottees, and shall be payable by the Vendee in advance by the seventh day of each month. Association of Allottees, reserves the right to enhance the maintenance amount payable by the Vendee/s keeping in view the actual cost of maintenance of the services. Association of Allottees may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. In case of delay in receipt of monthly maintenance charges, Association of Allottees, will be entitled to effect disconnection of the services at defaulting Vendee that may include disconnection of common facilities, further against non-payment of maintenance charges due to the Vendee, it shall always remain a charge on the said house and shall also be binding on the nominees or transferees of the Vendee, and Association of Allottees shall be in full right to stop Vendee or their nominees or transferees to enjoy common facilities and Association of Allottees May realize and recover the due amount through court.
3. That the Vendee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Vendee in the common area is undivided and cannot be divided or separated, the Vendee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them, further the right of the Vendee to use the common area shall always be subject to the timely payment of maintenance charges and other charges as applicable. Further the Vendor shall convey undivided proportionate title in the common area to the Association of Allottees or to the competent authority as prescribed by the Law.

4. That Vendee is not permitted anything to be done which damages any part of the adjoining houses or violates the rules or bye- laws of the local authorities or the Association of Allottees. The Vendee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which, the Association of Allottees may recover the expenditure, incurred in the satisfaction of the parties concerned.
5. That the Plot under this sale is only for the residential purpose and the Vendee is not permitted to run any type of Hostel, Guest Plot, Hotel, Banquet Hall, Mandap, Milk Dairy, Hospital, Nursing Home, Industrial, Educational and Commercial activities in the said Plot.
6. That the Vendee shall not be permitted to keep buffalo, cow, horse, goat, pig, hen etc. at the Plot under this sale.
7. That the Vendee shall not be permitted to keep tractor trolley, truck, bhaisa buggi, horse cart, and any other commercial vehicle at the Plot under this sale.
8. That the Vendee shall not make car parking & hedges & slope or ramp in front of Plot and shall remain bound to maintain cleanliness and free from encroachment all parks, passages and other areas in the said colony meant for the common enjoyment of all purchasers / owners of the Plot / Plot holders in the said colony.
9. That the Vendor also declares and assures the Vendee that the Vendor is the sole, absolute and rightful owner of the Said Plot and the same belongs to the Vendor and the Vendor has the right to transfer the same and Vendee is satisfied with this title.
10. That the Vendor hereinafter shall have no claim or title in the Said Plot and the Vendee shall be the absolute owner thereof subject to Para 2 hereinabove stated.

11. That the Vendor has delivered the peaceful, vacant possession of the above Said Plot to the Vendee, free from all encumbrances, charges and demands whatsoever.
12. That the Vendor developed this colony by providing sewer line with other development works so the Vendee will use the sewer line only for solid waste and no water from kitchen, bath, rain etc. should be turned into sewer line, wastewater other than solid waste, will be drained out by the open drains provided in the colony.
13. That the Vendor do hereby declare that all the taxes payable in respect of the Said Plot up to the date of this deed have been fully paid by the Vendor and so hereby covenant with the Vendee that if any remains unpaid, the Vendor will be liable to discharge the same. However, from the date of this deed all such taxes in respect of the Said Plot shall be the liability of the Vendee.
14. That the Vendor Indemnifies and agree to save and keep harmless the Vendee against all actions, proceedings, claims in regards to the said Plot, which may transpire on account of any defect in the title of the Vendor and the Vendor is liable to refund the amount if it is found that the title is defective.
15. That the Vendee has joined in the execution of this sale deed to commit himself in respect of the obligations which are to be fulfilled or completed or obligatory to the Vendee.

BOUNDARIES & MEASUREMENT

East : Mtr. -

West : Mtr. -

North : Mtr. -

South : Mtr. -

SCHEDULE OF PAYMENT: -

1. Received a Sum of Rs. -----/- (Rs. ----- Only) Through RTGS on dated --
-----.

2. Received a Sum of Rs. -----/- (Rs. ----- Only) by Ch. No. -----
dated ----- drawn on -----.

IN WITNESS WHEREOF the Vendor and the Vendee have put their hands
on this Deed in the presence of witnesses.

WITNESS: -

(1)

(VENDOR)

(2)

(VENDEE)

DATED ----- Written & Drafted by Nitin Goel , Adv. Meerut.