

DRAFT SALE DEED

Sale Deed for Rs. _____ /-.

MARKET VALUE for the purpose of stamps Rs. _____ /-.

Stamp Duty Rs. _____/-

This Sale Deed is made on this _____ day of _____ 2017; between

M/s Ajanta Colonizer Ltd. (**Pan No. AAGCA1972L**), a Company incorporated under Companies Act 1956, having its registered office at 68 , Kamla Nagar, Meerut City through its authorised signatory ----- who is duly authorized by the Board of Directors for the purpose of execution of this sale deed, vide Board Resolution dated 18-02-2017 (hereinafter called the 'Vendor' of the first part).

IN FAVOUR OF

Shri ----- (Pan No. -----) ----- Mob No.-----
(hereinafter called the 'Vendee').

That the expressions, Vendor and Vendee both shall mean and include their respective legal, heirs, successors, administration, executors, representatives and assigns, etc, respectively.

WHEREAS the Vendor are the absolute owner of all that belongs Khasra Nos. 262, 263 of Village Kaseru Buxar, Pargana Tehsil and District Meerut., total measuring 16335.30 sq. mtr.

AND WHEREAS the said land was purchased by the Vendor through three sale deeds i.e. first dated 10.12.2010, from Shri Anand Prakash Agarwal & Others which was registered in Book No. 1, Volume 7679, on pages 145 to 224 on Serial No. 12026, on 10.12.2010, and second dated 10.12.2010 from Shri Anand Prakash Agarwal & Others which was registered in Book No. 1, Volume 7679, on pages 225 to 290 on Serial No. 12027 on 10.12.2010 and third dated 30.05.2011 from Shri Deepak and Others which was registered in Book No. 1, Volume 8001, on pages 77 to 224 on Serial No. 5446 on dated 30.05.2011 in the Office of Sub Registrar-1 Meerut.

AND WHEREAS after purchasing the said land Vendor are carving out a colony thereon, under the name and style of "**Vardhman Canary Park**" hereinafter referred to as the Said Colony;

AND WHEREAS a layout plan was submitted to the Meerut Development Authority Meerut vide layout plan no. 21/2011 which is passed dated 20-01-2012.

AND WHEREAS the said land is free from all kinds of encumbrances, third party claims and lien of any kind upto this day and the Vendors have got full rights and powers to transfer the same in favour of Vendee;

AND WHEREAS as per the said colony formulated, the common access roads for the colony are not part of the Schedule "A" herein below and same shall remain the property of the Vendor herein. The Vendee will have no objection whatsoever to the Vendors using the said roads as access roads for any future development adjoining land to "the said land";

AND WHEREAS the Vendee has examined all the documents relating to the title and ownership of the land held by the Vendor, all necessary and statutory approvals and sanctions received from the Authorities concerned, with respect to the Colony formulated by the Vendor. The Vendee herein being satisfied **himself/herself/themselves** regarding the saleable rights, title and interest in the said land of the Vendor, the Vendee hereby agrees not to raise any disputes regarding the title of the Vendor, approval from Govt. Authorities concerned, and right to transfer through a registered instrument of sale in favour of the Vendee.

AND WHEREAS the Vendee(s) has approached the Vendor herein and requested to sale a Plot No. _____ measuring _____ sq. mts. hereinafter mentioned as "the said Plot", bounded as follows in Schedule "A" for a settled and mutually agreed sum of _____/- (**Rupees _____ only**) in the Said Colony, Village Kaseru Buxar Near Ganga Nagar JF-Block, Pargana Tehsil and District Meerut. on the terms & conditions and subject covenants set-forth hereinafter;

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :

1. That for a consideration of **Rs. _____/- (Rupees _____ only)**, the receipt of which is hereby acknowledged, the Vendor do hereby transfer and convey, subject to the terms and conditions and covenants mutually agreed all their ownership rights in the said Plot no. _____ admeasuring _____ Sq.mts., of the Said Colony, to the Vendee alongwith all rights, title and interest etc. in all respect of the "the said Plot". The detailed boundaries of "the said Plot" are given in the attached site plan and Schedule 'A' mentioned below, herewith situated at Village Kaseru Buxer, Tehsil & District Meerut. The details of payments made by the Vendee are given hereinunder in Schedule "B", of this sale deed.
2. That the Vendor hereby assure the Vendee that "the said Plots" are free from all type of encumbrances, liens and charges and the Vendor have got full rights and powers to transfer the same.
3. That all the taxes and levies from the date of Sale Deed shall be paid by the Vendee only and the Vendor shall not be liable for payment of any tax, cess and/or levy in respect of "the said Plots".
4. That the possession of "the said Plot no. _____" has been delivered to the Vendee and the Vendee hereby confirms taking over the possession of the "the said plots" from the Vendor after full satisfaction as plot area and its location, etc.
5. That the Vendee has undertaken to abide by all prevailing laws rules and regulations or any other laws as may be made applicable to "the said lot".
6. That the Vendee shall commence the construction of **his/her/their** house on "the said plot" of land hereby sold only after getting the building plan duly approved from the Meerut Development Authority, Meerut. The Vendee shall complete the construction, as per approved plan only within three years from the date of this conveyance deed. In case, the Vendee fails to

commence the said construction within the period stipulated herein the Vendee shall approach the Vendor for extension in the period for the aforesaid construction. That during construction the Vendee shall keep the Road free of encroachment and shall not damage any Services, Landscaping , Plantation etc., and shall follow the guidelines laid down by the Builder or the Maintenance Agency in this regard.

7. That the Vendee may transfer the said plot by sale, gift, exchange or otherwise or in any manner, after obtaining a “No Objection” from the Vendor as regards clearance/payments of outstanding maintenance charges or any other kind of dues payable by the Vendee to the Vendors or the Maintenance Agency concerned with maintenance of common areas, facilities and services in the said colony.

8. That the Vendee agrees and undertakes that he shall have no right to object to the vendor constructing or continuing with the construction of the other units/building in the said Colony.

9. That the Vendee shall not use or permit “the said plot to be used for purpose other than residential purpose or for any purpose which may cause nuisance or annoyance to occupiers of other units in the colony or for any illegal or immoral purpose or to cause anything to be done in or around “the said plots” which tend to cause damage to the residential premises adjacent to **his/her/their** residential premises or any manner interfere with the use thereof or of space, areas, passages or amenities available for common use.

10. That the Vendee has agreed that save and except in respect of the said residential plot **he/she/they** will have no claim, right, title or interest of any nature or kind whatsoever except right of ingress and egress over in respect of land of open spaces and all or any of the common areas.

11. That the Vendee will hereinafter maintain the said residential plots in good conditions and shall not be cause to be done anything in the common areas, roads, parks, toilet or the compound. The Vendee shall be responsible for any loss or damages arising out of breach of any of these conditions.

12. That the Vendee shall have ownership rights only in respect of the Said Plot No. ____ hereby sold and shall have common rights on road, parks and other common facilities to use them and the Vendee and other occupants and purchasers of other plots shall have no right to put any gate or hindrance or divide the colony without the written permission of Vendor.

13. That the Vendor does hereby covenant with the Vendee that the Vendor shall and will at all times indemnify and keep indemnified and save harm to the Vendee against all claims and demands whatsoever in respect of the title of “the said plot” hereto sold. The Vendee does hereby covenant to keep the Vendor indemnified from any future claims for not carrying any work/construction/development.

14. That the Vendee shall pay **his/her/their** share of proportionate charges for the installation of transformers or any other facility to be provided by the Vendor. All connections like electricity, water, sewerage, etc. shall be taken from the competent authorities, solely by the

Vendee **himself/herself/themselves** and at **his/her/their** cost and the Vendee shall reimburse to the Vendor such charges, as may be, demanded separately for making arrangements for providing sewerage and water connection from the mains if along the road serving the plots.

15. That hereafter all such taxes or other charges that are payable or that may hereafter be payable on or in respect of the "the said plot" or on any building and structure constructed thereon, under any law in force or that may hereafter be enforced, shall be borne and paid by the Vendee.

16. That the Vendee has joined in this deed so as to confirm that obligations as stated above in this deed as binding on them including the fact that dues and interest on such dues in case of delay on part of the Vendee towards the Vendor and its associates/nominees/Maintenance society/association for the maintenance of the colony and facilities thereof shall always be a charge on the said plot being purchased by them.

17. That it is hereby agreed between Vendor and Vendee that the Said Colony is a portion of a proposed larger area of land and the access Roads leading through the Said Colony leading to further phases and Future Development shall be available for use of those phases and the Vendor and the Allottees of those Phases shall have a right of access through those Roads and the Vendee or the Association of Residents shall have no objection thereto, nor will they create any hindrance or obstruction, as the Vendor and his nominees shall have easement rights on those Roads.

18. That all expenses towards Stamp duty, registration charges, legal charges, GST, cess, etc. and other all incidental charges required for execution and registration of this deed shall be borne solely by the Vendee.

SCHEDULE 'A'

Plot No ____ **Area (approx.)** ____ Sq. mts. in the Said colony **Vardhman Canary Park**, Village Kaseru Buxar Near Ganga Nagar, JF- Block, Pargana Tehsil and District Meerut.

Measured and bounded as follows as per site plan :-

East : _____.

West : _____.

North : _____.

South : _____

SCHEDULE 'B'

DETAILS OF PAYMENT

MODE OF PAYMENT

1. By Cheque No. -----
Drawn on -----

DATED

AMOUNT

Rs-----/-

TOTAL

Rs. _____/-

=====

(Rupees _____ only)

OTHER DETAILS :

1. That the Plot sold through this sale deed is a residential property.
2. That the Circle rate of said Land is fixed by Collector, Meerut is Rs. _____/- per Sq. mtrs on which Stamp duty is hereby paid.
3. There is no construction over the sold Plot.
4. That the Plot is not situated within the Nagar Nigam Limit but situated in Development Area.
5. That the Plot is not situated Corner.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE SIGNED EXECUTED THIS DEED OF SALE EXECUTED ON THIS _____ day of _____ 2017 AT MEERUT.

VENDOR

WITNESSES :

(1)

VENDEE

(2)

DRAFTED BY : _____ -