

SALE DEED

Consideration = Rs.

Valuation as per Govt. Rates = RS

Stamp Duty =

THIS DEED OF SALE is made on this th day of....., Between:

1. MR s/o Mr. XYZ R/o ABC, Distt. Rampur (U.P.) as partner of M/S ANAYA ENTERPRISES [having its Registered Office at 174, V.I.P. Colony, Rah-E-Raza Road, Rampur (U.P.)].

(hereinafter called “THE VENDORS”) of the one part.

AND

MR S/o Mr. R/o

(hereinafter called “THE PURCHASER”) of the other part.

AND WHEREAS thereafter, Mr. Kapil Arya, Mrs. Amita Arya, and Mr. Vibhu Arya, along with some other persons constituted a partnership firm in the name and style of M/s Anaya Enterprises (Gstn: 09ABFFA7087F1Z8) through partnership deed dated 11-07-2016 and subsequently partners of the said firm also executed a supplementary partnership deed dated 21-07-2016. Mr. Kapil Arya, Mrs. Amita Arya, and Mr. Vibhu Arya, and other partners of the said firm contributed their respective lands as capital of the said firm. Now the partners of the said firm have authorised Mr. through resolution dt. to sell Sq. Mtr. land by the present sale deed.

AND WHERAS the layout plan of the project in respect of Gata No. situated in Village- Ajeetpur, Tehsil- Sadar, District- Rampur have been duly approved by

Rampur Development Authority vide Letter No.- 2248/R.D.A./2016-2017 dated 25-11-2016.

AND WHEREAS the partnership firm M/s Anaya Enterprises (RERA Registration No.- UPRERAPRM33162) has named said project as NEW CIVIL LINES, PHASE 1 and this project is duly registered with Real Estate Regulatory Authority Uttar Pradesh and the registration no. of said project is UPRERAPRJ14907.

AND WHEREAS Vendors have agreed to sale Plot No.- 9 of R.D.A. approved layout plan, measuring Sq. Mtrs. (situated within Gata No.) of Village – Ajeetpur, Tehsil- Sadar, Distt.- Rampur, described in the schedule (hereinafter referred to as “The Property”) and the purchaser has agreed to purchase the same for a consideration of Rs. from the Vendors.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1- That in consideration of the said sum of Rs. paid by the Purchaser to the Vendors through the following cheques:-

S. No.	Bank	Cheque No.	Date	Amount (Rs.)
1				
2				
	Total Consideration			

(The receipt where of the Vendors hereby admit & acknowledge.)

The Vendors hereby transfer by way of sale to the Purchaser said property situated in Village -Ajeetpur, Tehsil - Sadar, Distt. - Rampur. TO HOLD THE SAME TO THE PURCHASERS AS ABSOLUTE OWNERS \ BHUMIDHAR thereof.

2-The Vendors hereby covenant with the Purchaser as follows:-

(i) That the Vendors in consideration of having received the Amount of Rs. have given vacant, physical possession of the property to the Purchaser who has now become the sole and absolute Owners/Bhumidhar thereof and the Purchasers are now in possession of the said property. The purchaser shall enjoy all rights privileges, easements and possessions etc. as absolute owners of the said property without any claim or demands by the Vendors.

(ii) That the Vendors hereby assure the Purchaser that the said property is free from all sorts of encumbrances such as prior sale, mortgage, gifts, litigation, dispute, stay

order, attachment, notification and acquisition, charges, liens surety and security or any other registered or unregistered encumbrances and if this fact found otherwise and the said property or any portion thereof goes out from the hands of the Purchaser then the Vendors agree to make good all the losses, damages, costs, charges and expense thus suffered by the Purchasers and also hereby agree to indemnify the losses thus suffered or incurred by the purchaser.

(iii) That the Vendors hereby confirm having received the said entire sale consideration money under this sale deed and there is no amount remaining balance or payable towards the consideration money or on any other account whatsoever by the purchaser to the Vendors.

(iv) That the vendors hereby assure the purchaser that they have Absolute right to transfer, convey and sell the said property in the manner conveyed herein and that there is no fetter on their power to transfer the said property unto the purchaser.

(v) That all the dues on account of Land Revenue, Levies, Sales Tax, Income Tax or Royalties etc. payable to any Government authority or any other department or authorities up to today will be born and paid by the Vendors while the same will be payable by the Purchaser from the date of execution of Sale Deed by the vendors.

(vi) That in case the vendors fail to perform all necessary acts which are required for the transfer/mutation of the property in the name of the Purchaser in the revenue Records, the Purchaser can get the same transferred on the strength of this Sale Deed by presenting the same before the concerned authorities.

(vii) That the Vendors further assure to the purchaser that they shall execute any other document, which may be necessary for effective transfer of title to the purchaser.

PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained the expressions "The Vendors" and "The Purchaser" herein before used include their respective heirs, legal representatives, successors & assigns etc.

THE SCHEDULE ABOVE REFERRED

Details of Plot No.- .. as per R.D.A. approved layout plan (situated within Gata No.areaSq. Mtrs.) of Village - Ajeetpur, Tehsil - Sadar, Distt. - Rampur (U. P.).

Boundaries:-

East -
West -
North -

South -

Measurement:-

East-West

North-South

Area= Sq. Mtrs.

There is no construction on the said land.

The said property is being sold at fair market value Rs.

That for the purpose of payment of Stamp Duty the Sale Deed is valued as under :-

3- WITNESS WHEREOF the parties hereto have signed this Deed.

WITNESSES:

1. Mr

1. As authorised
partners of
Anaya Enterprises
[Vendors]

Mr.

[Purchaser]

Drafted by :

Mr. Nitin Agarwal
[Purchaser]