

SALE DEED

MARKET VALUE for the purpose of stamps: Rs.

Stamp Value Rs. :.

THIS DEED OF SALE is executed at MEERUT on this day of, 2018 by M/s INDUS VALLEY PROMOTERS LIMITED (PAN : AAACI2241L) & CIN No. U45202DL1996PLC082654 (a Company incorporated under the Indian Companies Act 1956) having its head office at Rainbow Chambers, 2, P.L. Sharma Road, Meerut, through SHRI AJAY GUPTA S/o Late Shri R.K. Gupta, R/o A-2, Shastri Nagar, Meerut (hereinafter called "THE VENDORS"). The expression 'VENDORS' shall mean and include their executors and assigns. This Sale Deed is presented by power attorney holder (under section 33 of Registration Act 1908) *MR. DEEPAK SHARMA S/o Late Sh. I.S Sharma R/o village - Phaphunda, Meerut, **registered in Book No...., Volume ..., on Page/..... at Serial No..... on dated in office of Sub Registrar-I, Meerut. and Aadhar No.-----*** -----, authorized vide board resolution dated Hereinafter referred to as "**THE VENDOR**". The expression 'The Promoter' shall mean and include their executors and assigns.

IN FAVOUR OF

Mr/Mrs----- (Aadhar No.....) Son/Daughter of -----, aged about..... resident of ----- (Mobile No._____) PAN.----- ---, hereinafter referred to as "**THE VENDEE(s)**", which express shall, unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators, successors-in-interest, legal representatives and permitted assigns.

WHEREAS the Vendor has formed a scheme of development for a colony named "**VEDANTA KUNJ**" and hereinafter referred to as " the project" and thereafter got approval of the Layout No. MDA-LD/2020-21/0493 vide Sanction Letter dated 11.10.2021 from the Meerut Development Authority, Meerut on the area admeasuring 36332.05 sq. mts out of Khasra Nos.560 to 577, 580 to 587, 589, 590, 710 and 715, situated at Village Siwaya Jamaullahpur, Pargana Daurala, Tehsil Sardhana, District Meerut (hereinafter mentioned as "the said land").The said land is earmarked for the purpose of developing a Residential project.

AND WHEREAS the Vendor/Promoter is fully competent to execute this Sale Deed and all the legal formalities with respect to the right, title and interest of the Vendor as the Promoter regarding the Said Land on which the project is to be constructed have been completed.

AND WHEREAS the Vendor/Promoter has obtained the Lay out plan, and all necessary approvals for the development of the above named project from the Meerut Development Authority, Meerut. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance of Section 14 of the Act and other laws as applicable.

AND WHEREAS the Vendor/Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority with registration No.UPRERAPRJ.....

AND WHEREAS as per the said colony formulated, the common access roads and common areas for the colony are not part of the

Schedule "A" herein below and same shall remain the property of the Vendors herein. The Vendee will have no objection whatsoever for the Vendors using the said roads as access roads for any future and previous development adjoining land to "the said land" on their sole discretion;

AND WHEREAS the Vendee have examined all the documents relating to the title and ownership of "the said land" held by the Vendor/Promoter, the scheme formulated by the Vendors and the sanctioned plans. 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/Promoter and right to transfer through a registered instrument of sale in favour of the Vendee and that **he/she/they** have fully understood all limitations and obligations in respect of it.

AND WHEREAS the Vendee had applied for a Plot in the project via application No.-----dated-----and has been allotted Plot No.-----having Total area ofsq mts (-----sq fts).

AND WHEREAS the parties have gone through all the terms and conditions set out and the parties hereby confirm that they have full knowledge of all the laws, rules, regulations, notifications, etc applicable to the project and have understood the mutual rights and obligations detailed herein :

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and other good and valuable consideration, this deed of conveyance witnesseth as under :

1. Subject to the terms and conditions as detailed, the Vendee/Promoter agrees to sell to the Vendee and the Vendee hereby has agreed to purchase, the Plot No.----- with AreaThe Total Price for the Plot No.----- based on the total area is Rs..... (Rupees..... only) ("Total Price"). The Rate of Plot is Rs. ----- per square meter (Rs.-----/sq. mts).
2. The Total Price of Plot No.----- includes internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot No.-----, water line and plumbing and includes cost for providing all other facilities, amenities and specifications to be provided within the the Project.
3. The Vendee(s) have made the payment as per the payment plan set out in **Schedule C** ("Payment Plan").
4. That the possession of "the said Plot" No._____ has been delivered to the Vendee on the execution of this sale deed and the Vendee hereby confirms taking over the possession of the "the said plot" from the Vendors, after full satisfaction as plot area, dimensions, measurements, calculations of the area and its location, etc and the area of "the said plot" was found to be total area _____ Sq.mts (approx).

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 Plot".
6. That the Vendee shall **only** commence the construction of **his/her/their** house on "the said plot" of land, hereto sold, after getting the building plan, duly approved, from the Meerut Development Authority, Meerut. The Vendee shall submit the copy of MDA approved sanctioned plan of house on "the said plot" at the Vendors office, before commencing the construction on "the said plot". The Vendee shall complete the construction, as per approved plan 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 Vendors for extension in the period, for the aforesaid construction.
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 Vendors, 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 scheme. In case, where the Vendee transfers the said plot by sale, gift, exchange or otherwise or in any manner, **without** obtaining a "No Objection" from the Vendors, the Vendee shall be sole liable for all consequences arising there from.
8. That the Vendee shall not carry out 'Fragmentation/Sub division/ Amalgamation of the said plot of land, under any circumstances

failing which, the Vendee shall be sole liable for all consequences arising there from.

9. That the Vendee after getting the plans approved/sanctioned from the competent authorities and before starting the construction on the said plot will get verified the layout/foundation of the house to built, on the said plot, from the Vendors. If at all the Vendees has to construct a ramp on the said plot connecting the road on which said plot is situated, the ramps should only be the part of the plot and should not encroach on the road, as it may cause obstruction and hindrance on the road, pathways or pavements and the Vendors.
10. 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 plot" which tend to cause damage to any 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.
11. 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.

12. That till such time operation and maintenance of various services and facilities of the said colony, namely internal roads, street lighting, water supply, sewerage and horticulture are taken over by the local bodies, the Vendees, shall pay to the Vendors or the nominated Maintenance Agency, Interest Free Maintenance Security and Maintenance Charges to ensure payment of Maintenance charges which shall be payable by the Vendee, separately.
13. That the Vendor and/or its associates/nominees shall look after the maintenance and upkeep of the common areas and facilities until these are handed over to some other body corporate or other agency nominated. The maintenance charges, as determined and thereafter by the aforesaid body or agency nominated for maintenance works, shall be borne and payable on demand by the Vendee and shall not be questioned.
14. That the Vendee do hereby agree to pay the maintenance charges/services charges alongwith any tax on maintenance/service (if applicable) to the Vendors or the Maintenance Agency as and when the the same is demanded, in case of any delay in payment of maintenance charges interest shall be charged. The Vendee shall not in any manner whatsoever encroach upon the common areas, roads open areas, parks etc and common facilities and services of the colony. All unauthorized encroachments made by the Vendee shall be liable to be removed, at **his/her/their** cost.
15. That in the event of continuing default of payment towards common services and facilities, the Vendors or company shall have

the right to cut off the supply of water, electricity and other facilities.

16. That the Vendee shall have ownership rights only in respect of the Said Plot No._____ hereby sold and shall have no rights of any type on any road, parks and other common facilities except 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 Vendors and in case of Corner/two road sided plot, the Vendee shall have right only to put any gate/window/exhaust on the said plot's front side road, only. The Vendee shall have no right to put any gate/window/exhaust on any other roads except the said plot's front side, in any manner whatsoever. It is further specifically clarified that the Vendee shall not be entitled to put any gate/door or opening for entry or exit on the back or rear side of said plot and shall not Amalgamate the said plot of land with any other land, outside the boundary walls or layout plan of the colony, in any manner whatsoever.

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

18. That the Vendee shall take connections like electricity, water, sewerage, etc. from the competent authorities, solely by the Vendee **himself/herself/themselves** and at **his/her/their** cost.
19. That it is hereby agreed between Vendor and Vendee that as and when the Vendor required or desired to extend the said colony "VEDANTA KUNJ", after the present boundaries then the Vendor shall be fully permissible, as per their own discretion to extend the said colony upto any extent. The Vendee agree that the Vendor shall be free to extend the boundary walls, of "the said colony" in any directions.
20. That Vendor and the Vendee shall be bound by the terms and conditions of the Allotment/Agreement and all the relevant terms thereof and shall be deemed to be incorporated in this Sale Deed and to constitute to be integral part thereof.
21. That all expenses towards Stamp duty, registration charges, legal charges, GST, service tax, 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 _____ Sq. mts. or there about in the residential colony known as "VEDANTA KUNJ", situated at Village SIWAYA JAMAULHAPUR, Pargana Daurala, Tehsil Sardhana, District Meerut.

Measured and bounded as follows :-

East :
West :
North :
South :

PHOTOGRAPH OF PLOT

DETAILS OF PAYMENT

TOTAL CONSIDERATION RS.

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. mts
3. There is no construction over the sold Plot.
4. That the abovesaid plot is situated at a distance of more than 200 meter from main road.
4. That the Plot is situated with in the Municipal Limits.

IN WITNESS WHEREOF the parties hereto have signed executed this deed of sale executed on this day of, 2021 at Meerut.

WITNESSES :

(1) M/S Indus Valley Promoters Limited
Through its director SH.AJAY GUPTA

(VENDOR)

(2)

(VENDEE)