

SALE DEED

1. Name of the Property -Residential Plot No.
2. Mohalla/Village - Manoharpur
4. Detail of Property -Plot No. In the Project “**Dewan Enclave**” Situated at Manoharpur Tehsil and Ditricit Moradabad
5. Measuring of Property -.....
6. Status of Road -
7. Govt Value -
8. Sale Consideration -
9. Govt Circle Rate -
10. Stamp Duty Paid -

BOUNDRIES OF PLOT:-

EAST : Road
WEST :
NORTH :
SOUTH :

PARTICULAR OF VENDOR:-

..... hereinafter called “the Vendor” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the First Part;

PAN NO:

PARTICULARS OF VENDEE:-

..... hereinafter called “the Vendee” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, Executors, assignees, successors and administrators

PAN NO :

AADHAR NO :

Details of the Property

Plot No- in the township “**Dewan Enclave**” being developed on Village Manoharpur, Tehsil and Dist Moradabad (U.P)

THIS DEED OF SALE IS MADE AT MORADABAD (U.P) on thisday of between

..... hereinafter called “the Vendors” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) party of the First Part;

AND

..... hereinafter called “the Vendee” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, Executors, assignees, successors and administrators Party of the second part.

WHEREAS:

- I. The Vendor is seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground situated, lying and being at Village.....admeasuringhectare at khasra No-..... More Particularly demarcated in the layout plan approved by the MDA dated known as “**Dewan Enclave**” hereinafter referred to as “the Said Land”.
- II. The vendor has been authorized to sale the land measuring admeasuring hectare at khasra No..... situated at tehsil and District Moradabad (U.P)
- III. The vendor have informed the Vendee that the ultimate Plan of development may have minor changes, modifications, alterations and/or variations in the shapes, sizes, dimensions, locations or orientation of plots in the said layout;
- IV. The Vendee after verifying the aforesaid facts and after satisfying themselves with the title of the Vendor in respect to the said “**Dewan Enclave**” and after perusing the terms, conditions and covenants to be observed and performed by them offered to purchase from the Vendor one such plot for their own personal residential use only being **Plot No.** admeasuring, or thereabouts and more particularly described below (hereinafter referred to as “the said plot”) at or for the total consideration of **Rs.** and the entire amount has been received by the vendor
- V. At the request of the vendee, the Vendor has agreed to execute a Sale Deed in favour of the vendee in respect of the said plot in the manner hereafter appearing.

NOW THEREFORE THIS SALE DEED WITNESSTH AS UNDER:

1. The recitals mentioned hereinabove shall form an integral part of this Sale Deed.

2. That the consideration amount Rs.has been paid by the vendee and the said vendor do hereby transfer by way of sale above said plot.
3. The vendors have informed the Vendee that the common road, common garden, common recreation facility, and all other amenities, facilities and services of common nature If any shall be transferred to such person and/or organization, for such consideration and on such terms and conditions as the vendor or its nominee may in their absolute discretion deem fit. Vendee further agrees and undertakes to pay promptly and regularly such contribution that may be demanded by such person or persons and/or organization towards general costs of maintenance, upkeep, repair, reconstruction and replacement of all such amenities, facilities and services in proportion to the area of the plot.
4. The vendee would get the approval of the building plans of his /her/their plot from the concerned Authority and all the charges relating to the sanction of building plans will be borne by vendee(s).
5. That all taxes such as House Tax, Water tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the vendee from the date hereof all previous dues of the said plot will be paid by vendor if any.
6. That the parks and roads shall remain undivided and neither the vendee or any other person shall bring action for partition or division of any part thereof and any convenient to the contrary shall be void but with

the prior written consent/approval from the vendor, any open space/park can be used for services like Electric Transformer, Generators and their supporting equipments, and any other service required for entire project. The vendee consent that the Entry in the Phase-2 of the Parampara Elite shall never be prevented/ stopped or hindered by the vendee and further all the common road, common garden, common recreation facility, and all other amenities, facilities and services of common nature shall remain accessible to all residents of Phase -1 and Phase-2 of the project.

7. A) Any type of encroachment in the entire residential project will not be allowed.

B) The Vendee shall not be entitled to develop any space for parking outside his/her/their plot. The vendor also reserves their rights to allot the un-allotted parking spaces in future even after handing over the maintenance of the said "**Dewan Enclave**" to the resident's welfare Association of owners/users of the plots.

8. That the vendor or its nominee shall get single/multiple point electric connection for the said "**Dewan Enclave**" from Uttar Pradesh Power Corporation LTD or any other government authority and electricity will be distributed through the above mentioned connection. All expenses regarding electricity installation till his/her plot and other charge if any will be borne by vendee.

9. The maintenance, upkeep, repairs, security etc of the roads, parks and common areas of the project will be organized by the vendor or its

nominee only till the Residential welfare Association of Owners/users of the Plot is not formed. The maintenance charges will be levied and collected by the vendor or its nominee and the same shall be applicable on the plot area per sq mtr, the vendee shall pay maintenance charges which will be fixed by the vendor or its nominee from time to time and GST or any other tax if imposed by the government or any local body or any competent authority, and delay in payment will make the vendee liable for interest @24% per annum. Non Payment of any of the charge within the time specified shall also dis-entitle the vendee to the enjoyment of the common services including the water supply and electricity supply etc. The vendee consent to this that in case of further sale/change in ownership of his/her/their plot a NOC from the vendor and existing maintenance body is required for sale of plot for the clearance of maintenance dues/any other dues all the terms conditions will be binding on the successor, owners/users of the plot if sale /change in ownership is effected without NOC then all the dues will be paid by the new owner.

10. The vendor will be entitled to make any change in the layout plans which will be required in the future and deemed fit by the vendor. The vendor shall also be entitled for amalgamation/ bifurcation or make any change in the area of unsold plots or change the entire scheme as per their future requirement.
11. The vendee shall not be allowed to change / disturb the common service facilities provided for the project.
12. The vendee agrees that plot shall only be used for the personal use of the applicant or for the use of his guests. Therefore the plot can only be used as guest house or personal residential use of the vendee and not for any

commercial purpose whatsoever or for any heavy machines or small factory or any act which causes pollution etc or any other activities which is against the Vendor norms.

13. That the registration expenses such as cost of the stamp papers, registration fee and the execution charges have been borne and paid by the vendee. And the vendee will be responsible and liable for paying any deficiency in stamps and valuation of the plot for the stamp duty.
14. Any dispute or difference whatsoever arising between the parties out of or relating to the meaning, scope, operation or effect or Deed or the validity or the breach thereof, shall be referred for arbitration to any retired judicial officer who shall be appointed by Vendor as the sole arbitrator, and shall be settled in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof for the time being in force, and the award made in pursuance therefore shall be final and binding on the parties .
15. For any consequent legal remedy, only Civil Courts/Tribunals/Forums at Moradabad shall have jurisdiction to the exclusion of all other courts.

IN THE WITNESS WHEREOF THE VENDOR AND THE VENDEE HAVE
SIGNED AND EXECUTED THEIR PRESENCE ON THE DATE MENTIONED
ABOVE THE PHOTOS OF THE PARTIES ATTESTED

VENDOR

VENDEE

Lt. Thumbprint & Signature

Lt. Thumbprint & Signature

WITNESS:

1. -----

Lt. Thumbprint & Signature

2.

Lt. Thumbprint & Signature



