

SaleConsideration : Rs. _____/-
MarketValue :Rs. _____/-
StampDuty :Rs. _____/-

DETAILSOFINSTRUMENTIN SHORT

1.	NatureofProperty	:	Residential/Commercial
2.	Ward/Pargana	:	Sitapur
3.	Village/Mohalla	:	Jawaharpur and Siktiha,ParganaRamkot,Tehsil& Dist.-Sitapur
4.	DetailsofProperty	:	Plot No. _situatedin the Projectknownas "KESHAV GREEN VALLEY" developedoverGataNo. 1901 and 404
5.	Standardofmeasurement	:	Sq.meters
6.	LocationRoad	:	Sitapur-Hardoi Road
7.	TypeofProperty	:	Land/Villa
8.	Landarea	:	_____Sq.Meters
9.	Coveredarea	:	_____Sq.Meters
10.	Consideration	:	Rs. _____ (Rupees _____only)
11.	Boundaries	:	EAST : WEST:NO RTH :SOUTH:
12.	DetailsofSELLER(1)	:	DetailsofPURCHASER(1)
	M/s KESHAV GREENS INDIA PRIVATELIMITED havingitsregistered office at 218, Arya Nagar, Sitapur 261001, Uttar Pradesh representedbyitsauthorized signatory Mr. Mukesh Kumar Agarwal		_____ _____ _____ _____ _____

SALEDEED

THIS SALE DEED is executed on this ___ day of ___, 2021 at Sitapur

BY AND BETWEEN

M/S KESHAV GREENS INDIA PRIVATE LIMITED (CIN No.U45400UP2020PTC128079), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at **218, Arya Nagar, Sitapur-261001, Uttar Pradesh (PAN-AAICK0646B)**, represented by its authorized signatory **Mr. Mukesh Kumar Agarwal (Aadhar No- 238919583483)** authorized vide board resolution dated _____ (hereinafter referred to as the **"SELLER/PROMOTER"**, which expression shall unless repugnant to the context shall always mean and include their respective successors, administrators, legal representatives, executors and assigns) of the **ONE PART;**

AND

[If the Allottee is a Company]

_____ (CIN No. : _____) a company incorporated under the provisions of the Companies Act, [2013 or 1956 as the case may be], having its registered office at _____ (PAN- _____), represented by its authorized signatory _____ (Aadhar No - _____) authorized vide board resolution dated _____ (hereinafter referred to as the **"PURCHASER"**, which expression shall unless repugnant to the context shall always mean and include their respective successors, administrators, legal representatives, executor and assigns) of the **OTHER PART;**

OR

[If the Allottee is a Partnership Firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932 and Limited Liability Partnership Act, 2008, having its principal place of business at _____ (PAN : _____), represented by its authorized signatory _____ (Aadhar No - _____) authorized vide _____ (hereinafter referred to as the **"PURCHASER"**, which expression shall unless repugnant to the context shall always mean and include

their respective successors, administrators, legal representatives, executor and assigns) of the **OTHER PART**;

OR

[If the Allottee is an Individual(s)]

Mr. _____ (Aadhar No. - _____)

Son/ Daughter/ Wife of _____ aged _____, residing at _____ (PAN No. _____)

And Mr. _____ (Aadhar No. - _____)

Son/ Daughter/ Wife of _____ aged _____, residing at _____ (PAN No. _____) (hereinafter

referred to as the "PURCHASER(S)" which expression unless repugnant to the context shall always mean and include their respective heirs, successors, legal representatives executors and assigns) of the **OTHER PART**.

(The SELLER and the PURCHASER(S) as above are collectively known as the "Parties" and individually as "Party")

WHEREAS First party is the exclusive owner of Gata No. 1901 and 404 which has been purchased by the seller vide various sale deeds/Transfer Deeds as mentioned here:-

a. _____

WHEREAS the SELLER has developed a project on the Total Land by the name "**KESHAV GREEN VALLEY**" and comprises of two phases having plots along with shops (forming part of permitted commercial area) and various common amenities and facilities ("**Project**"). The Project is registered with RERA-UP through certificate dated _____ and bearing Registration No. _____.

WHEREAS the Plot Number __ is constructed and developed on the part of the _____ "**KESHAV GREEN VALLEY**", project land (land measuring approximately __ sq.mtr. (i.e. Hect.) lying and situated at Village Jawaharpur and Village Siktiha, Pargana Ramkot, Tehsil & Dist. Sitapur, Uttar Pradesh together with the Limited Common areas and facilities, open spaces, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and named as '**KESHAV GREEN VALLEY**'. The said project has been registered under the Real Estate (Regulation & Development) Act, 2016 (RERA) as Ongoing

project;AND

WHEREAS The Said Project has been registered with the RealEstateRegulatoryAuthority(“Authority”)on_andtheSaidProject’sRegistrationCertificateNo.is_____.Thedetails of the Promoter and the Said Project are also available onthewebsite(www.up-rera.in) oftheAuthority.

WHEREAS Purchaser(s) have perused and are satisfied with thetitleof the Project land and is/are desirous of purchasing aVilla/Landin the project known as **‘KESHAV GREEN VALLEY’**,situatedatVillageJawaharpur and Village Siktiha, ParganaRamkot,Tehsil&Dist.Sitapur,Uttar Pradesh morefully detailedintheSchedule attachedhereto.

WHEREASPurchaser(s)acknowledgesthattheSeller(s)hasprovided all the information and clarifications as required by thePurchaser(s) with respect to the Villa/Land being purchased by it andthe project (including phases), as enumerated in RERA, and thatthePurchaser(s)hasreliedonitsownjudgmentandinvestigation in deciding to book a Villa/Land in the said Project andenterintothisDeedandhasnotrelieduponandisnotinfluencedby any architects plans, advertisements, statements or estimatesof any nature whatsoever made by its selling agents /brokers. Nooral or written representations or statements shall be consideredto be part of this Deed and that this Deed is self-contained andcomplete in itself in all respects. Further the compensation ofclaim, if any, of the Purchaser(s) in respect of the Villa/Land herebysoldshallbedeemed tohavebeen waived.

WHEREASthepurchasershavebeenallottedda**PlotNo.having Area __ sq. feet i.e._sq. meters andCoveredareaof_sq.feeti.e.__sq. metersintheProjectknownas“KESHAV GREEN VALLEY”** hereinafter referred toas the "Said Plot" for the Sale Consideration subject to the termsand conditions hereinafter contained in this Deed, as mutuallyagreedby andbetween thePartieshereto.

NOW THIS DEED OF SALE WITNESSES THAT AS UNDER:

- 1.** That in consideration of Rs. _____/- (Rupees _____ Only), paid by the purchasers to the sellers, the detail of payment is given in schedule of payment, of this deed, and receipt whereof the sellers hereby acknowledge, the seller hereby transfer, convey and assign by way of absolute sale of all that **Plot No. _____ having Land Area _____ Sq. Feet _____ i.e. _____ sq. meters and Covered area of _____ sq. feet i.e. _____ sq. meters** situated in the Project known as **"KESHAV GREEN VALLEY"** developed over **Gata No. 1901 and 404, Village Jawaharpur and Village Siktiha, Pargana Ramkot, Tehsil & Dist. – Sitapur.** (fully described at the foot of this deed) together with liberties, privileges, easementary rights, and appendages and appurtenances whatsoever to the said property and or any part thereof, occupied herewith and all the estate, right, title and interest upon the same and every part thereof, and to have and to hold the same unto and to the use of the purchasers, his successors, assigns, administrators, executors, as absolute owner, forever and at all time.
- 2.** That the purchasers have paid to the seller total sale consideration, as full and final payment, in respect of the aforesaid transaction of sale, as per the details herein below mentioned, the receipt whereof is acknowledged by the seller.
- 3.** That the sellers delivered the actual, physical and vacant possession of the aforesaid property to the purchasers.
- 4.** That the sellers have assured and undertaken that the aforesaid property is free from all sort of encumbrances i.e. Sale, mortgage, attachments, disputes, gift, will, exchanges, court injunction and the sellers have not at any time gone, executed or perform or suffered to the contrary or been a party or privy to any act, deed, thing whereby by reason or by means whereof the said property is or may be impeached, charged,

encumbered or affected adversely or whereby the sellers be prevented from transferring or conveying the said property or by reason of defect in the title, in any manner aforesaid, and if it is ever proved otherwise, in that event the seller undertakes to indemnify the purchasers his successors, assigns, executors and administrators, of the loss or losses which may be suffered, incurred, undergone and or sustained by the purchasers as a result thereof to the extent of the total sale consideration plus all expenses, incurred by the purchasers from the seller or from his successors, otherwise movable or immovable property wherever found in existence at that time, at the expense of the sellers.

- 5.** That the sellers, directly or indirectly, has not created any charge on the said property, and if any person or persons claims himself or through or on behalf of the seller any rights or privileges in respect of the property herein above mentioned, the same shall be rendered illegal and void by virtue of the present deed of sale.
- 6.**
 - a.** THAT the Purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Villa by any authority or body or Govt. from time to time.
 - b.** THAT the SELLER shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Villa by any authority or body or Govt. till the possession or date of execution of this deed, whichever is earlier.
 - c.** THAT in case any dues are outstanding against the SELLER or their predecessors in interest in respect of Villa hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the SELLER and not the Purchaser(s).
- 7.** That after the execution and registration of this deed of sale, the purchasers has been liable to pay all the taxes, in respect of the property hereby sold, to the concerned authorities.
- 8.** That the purchasers are entitled to get their name mutated in the records of LDA, or in any other local authority or with respect to the said property hereinbefore conveyed to the purchasers for which the seller hereby give his consent.
- 9.** That the sellers covenant with the purchasers to do all future acts

to execute any document in respect of the property hereby sold as may be required for holding and peaceably enjoying the sold property from time to time, if there be any such need and the same if required be done at the cost and the expense of the purchasers.

10. The Purchaser(s) shall participate towards registration of this deed of the Villa, as provided under sub-section (1) of section 17 of the Real Estate (Regulation and Development) Act, 2016 ("Act").

11. THAT all the expenses for execution and registration of this sale deed shall be borne by the Purchaser(s) and in case any deficit or penalty in respect of payment of stamp duty is levied, the same shall be borne and paid by the Purchaser(s).

12. NOTICE

That all letters, circulars, receipts and / or notices issued by SELLER dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Purchaser(s) given herein above will be sufficient proof of the receipt of the same by the Purchaser(s) and shall completely and effectually discharge the SELLER in respect of the same.

13. INDEMNIFICATION

THAT if any relative, successors, heirs of SELLER or any person claims any right or privileges in respect of the Villa hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the Purchaser(s) is deprived of aforesaid Villa by reason of any defect in the title, the SELLER hereby undertake to indemnify the Purchaser(s) against all losses suffered by the Purchaser(s) due to such loss or losses.

That the Purchaser(s) hereby indemnifies and agrees to keep the SELLER indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the SELLER may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by the Purchaser(s) in respect of the said Villa from the date of execution of this Deed.

14. WAIVER

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Deed or any forbearance or extension of time given to the Purchaser(s) to fulfill his obligations and abide by the terms of this Deed shall not be construed as a waiver on the part of the Promoter or any breach or non-compliance of any of the terms and conditions of this Deed by the Purchaser(s)

nor shall the same in any manner prejudice or affect the rights of the Promoter.

15. SPECIFIC PERFORMANCE

The Promoter hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant thereto.

16. SEVERABILITY

If at any time, any provision of this Deed shall be determined to be void or unenforceable under any applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, as the case may be, and the remaining provisions of this agreement shall survive and remain valid and enforceable with full force and effect. However, if any of the provisions, attributable to the above causes, has to be deleted / replaced, then the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provisions being deleted / replaced such that it preserves and protects the interest of the Parties under this Deed.

17. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

18. JURISDICTION

That, the Courts of Uttar Pradesh, at Sitapur bench or courts subordinate to it alone shall have jurisdiction in

all matters arising out of this deed/transaction.

19. DISPUTE RESOLUTION

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the Parties by mutual negotiations and Agreement. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto ("the Arbitration Act"). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Sitapur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the Parties in equal proportions.

20. SAVINGS

Any brochure, application, letter, allotment letter or any other document signed by the Purchaser(s), in respect of the Villa, prior to the execution and registration of this deed for such Villa, shall not be construed to limit the rights and interests of the Purchaser(s) or the Promoter under this deed, under the Act, the rules or the regulations made thereunder.

21. ASSIGNMENT

The Promoter shall be free to assign any/all of its rights under this deed and rights with respect to the Project and the Land to any other person/entity ['Assignee(s)'] and the Purchaser(s) shall not be entitled to object to the same in any way. With effect from the date of such assignment by the

Promoter, the term 'Promoter/Seller' as interpreted in this deed and for all purposes herein, shall mean the Assignee(s).

- 22.** That this sale deed has been drafted by the undersigned as per instructions and documents provided by the Parties for which they shall be responsible.
- 23.** That the identification of the Parties has been done on the basis of the documents provided by them.

VALUATION AS PER CIRCLE RATE

1. LOCATION OF ROAD

THAT the Villa transferred under this deed is situated at Village Jawaharpur and Village Siktiha, Pargana Ramkot, Tehsil & Distt. Sitapur, which is falling near _____, which is assessed as given in Circle Rate List, issued by Collector, Sitapur.

2. CALCULATION

That the land hereby sold is about ___ sq. meter the value whereof @ Rs. ____/- per sq. meter comes to Rs. ____/- The total covered area of Villa is about ___ sq. meter, and value thereof @ Rs. ____/- per sq. meter comes to Rs. ____/-. The total value of land and construction of the Villa comes to Rs. ____/- Only. But the actual sale consideration is higher than the market valuation hence Stamp Duty will be paid on Sale Consideration of Rs. ____/- only. As both the PURCHASER(S) have equal share in the Villa/Land, One Purchaser being Female hence there is a deduction of Rs. ____/- is applicable, Thus the stamp duty of Rs. ____/- (Round off Rs. ____/-) has been paid vide E-Stamp Certificate No. IN-UP_ _____ S dated __.2021.

SCHEDULE OF PROPERTY

Plot No. _____ having Land Area _____ sq. feet i.e. _____ sq. meters and Covered area of _____ sq. feet i.e. _____ sq. meters situated in the Project known as "KESHAV GREEN CITY" developed over Gata No. 1901 and 404, Village Jawaharpur and Siktiha, Pargana Ramkot, Tehsil & Distt. – Sitapur, which is bounded as under:-

EAST :
WEST :
NORTH :
SOUTH :

IN WITNESS WHEREOF the Parties have put their respective signatures on
this deed of sale on the
date, month and year first above written in presence of following witnesses

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Place

: Sitapur Dated:

WITNESSES

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1. M/S KESHAV GREENS INDIA

PRIVATE

LIMITED Through Authorized

Signatory **Mukesh Kumar**

Agarwal

SELLER

2.

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PURCHASERS