

Sale Deed

Sale Deed Value	Rs./-
Market Value	Rs./-
Stamp.	Rs./-

This Deed of Sale is made at Moradabad on this -----th day of December 2021 By and Between;

M/s Hi-Tech Colonizers (PAN AAFHH7844E) a partnership firm having its principal place of business at Pt. Nangla Bypass, Sambhal Road, Moradabad (UP) through its Partner **Mr. Khalid Masood** (Aadhar No. 8639 0033 6299) s/o Mr. Mohammad Rashid and on behalf of its partners Mr. **Mohammad Umar Farooq** (Aadhar No. 9758 0575 6730) s/o Mr. Mohammad Rashid & **Mrs. Razia Sultana** (Aadhar No. 2503 3904 6349) wife of Mr. Mohammad Umar Farooq and **Mr. Sumair Rashid** (Aadhar No. 3999 8870 5883) son of Mr. Mohammad Umar Farooq all R/o M07, Mezzanine Floor, Gold Building, A1 Doha St, opp Canadian Speciality Hospital, Abuhail, Dubai by way of POA dated 19.08.2021 executed at DUBAI and registered by ADM (F & R), Moradabad on 07.09.2021 AND **Mr. Mohammad Abubaker Mansoor** (Aadhar No. 3914 1613 5128) s/o Mr. Mohammad Rashid and **Mrs.**

Nishat Mansoor (Aadhar No. 4929 3022 4796) wife of Mr. Mohammad Abubaker Mansoor both R/o M07, Mezzanine Floor, Gold Building, A1 Doha St, opp Canadian Speciality Hospital, Abuhail, Dubai by way of POA dated 19.08.2021 executed at DUBAI and registered by ADM (F & R), Moradabad on 07.09.2021 AND **Mr. Ahmad Zakaria** (Aadhar No. 3908 9095 8490) s/o Mr. Mohammad Rashid and **Mrs. Asfa Rehman** (Aadhar No. 4994 1330 7088) wife of Mr. Ahmad Zakaria both R/o M07, Mezzanine Floor, Gold Building, A1 Doha St, opp Canadian Speciality Hospital, Abuhail, Dubai by way of POA dated 19.08.2021 executed at DUBAI and registered by ADM (F & R), Moradabad on 07.09.2021 AND **Mrs. Arshi Khalid** (Aadhar No. 2797 8873 4922) wife of Mr. Khalid Masood resident of Pt. Nangla Bye Pass, Sambhal Road, Moradabad (U P) by way of Power of Attorney executed in his favour and registered in the office of Sub Registrar-II, Moradabad on 03.09.2021 at Book No. 4 Volume No. 365 Page Nos. 89 to 98 Serial No. 293 AND **M/s Mapple Infra** (PAN ABIFM0603N), a partnership firm having its principal place of business at Rashid Exports, Pt. Nangla Bypass, Sambhal Road, Moradabad (U P) through its partner **Mr. Khalid Masood** (Aadhar No. 8639 0033 6299) s/o Mohammad Rashid R/o Pt. Nangla Bypass,

Sambhal Road, Moradabad (U P). hereinafter referred to as the “Vendors” of the First Part (which expression unless repugnant to the subject or context thereof shall include their heirs, legal representatives, administrators, Executors, Successors and permitted assigns)

and

Mr.....(PAN) s/o
.....W/oR/o
.....Moradabad-244001

(U.P.) Hereinafter referred to as “the Buyer” (which expression shall unless repugnant to the subject or context thereof deemed to include his heirs, legal representatives, administrators, Executors, Successors and permitted assigns) of Second part.

- a. WHEREAS, the Vendors are the full-fledged and lawful owners in possession of land admeasuring 93,320.00 Sq. Mts. Bearing Khasra Nos. 315, 317, 460, 460/2, 461, 461/2, 464/2, 466, 467, 467/2, 468, 469MI, 470 MI, 471, 472, 473, 474, 475, 476, 477 MI, 478MI, 479Mi, 491MI, 492, 493, 494MI, 495 MI revenue estates of village Harthala Ehatmali, Near TDI City, Ramganga Vihar, Tehsil

& District Moradabad (Uttar Pradesh) hereinafter referred to as “The said property” and no one else beside the vendors has any interest, right or claim of any kind in the said property, which is free from any encumbrance, encroachment or dispute of any nature and the vendors have full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.

- b. AND WHEREAS the Vendors formulated a scheme for plotted development of the said property in the name & style of **“ANANDAM CITY”** (the said scheme or colony) and secured permit along with the sanction of plan from the Moradabad Development Authority (MDA) bearing No. Plotted development/ 00306/MBDA/ LD/20-21/0342/29122020 dated 26 November 2021 and File No. MBDA/LD/20-21/0342.
- c. The Buyer has approached to the Vendors for purchase of Plot No..... admeasuring Sq. Mts in the said scheme. Now the vendor has agreed to sell and the Buyer has agreed to purchase plot no..... admeasuring..... Sq. Mts land out of the aforesaid total land as

bounded hereinafter on what is known as "as is where is basis", which is free from all encumbrances, actions, attachment, trust, prior agreements for consideration of Rs..... on the terms and conditions as appearing hereinafter.

Now, therefore this deed of sale witness as follows;

1. That in consideration of the said sum of Rs..... (.....) being the entire sale consideration paid by the Buyer to the Vendor, the receipt of which vendor do hereby admit and acknowledge, the Vendor do here by transfer convey and assign by way of sale into the Buyer all that piece of residential Plot No..... admeasuring Sq Mts situated in **“ANANDAM CITY”** at Village Harthala Eathmali, Tehsil & District Moradabad (Uttar Pradesh) and more particularly described in the schedule hereinafter written together with all rights, liberties, privileges, easements necessary for the enjoyment of the said piece of land to have and to hold the said piece of land for ever. Also the right to use in common with other plot owners, all the

common amenities, areas and facilities like driveways, garden, open areas and other areas of common use within.

2. The Buyer has further agreed to pay any additional charges which may be levied by any government or local authority for the provision of external and/or peripheral services and attributed to the said piece of land from the date of sale deed.
3. That the vendors have handed over actual physical possession of the said piece of land to the Buyer.
4. That the Taxes whether levied or payable by the authorities concerned in respect of the said plot from the date of this sale deed shall be payable and paid by the Buyer.
5. That the Buyer shall abide by all the laws, bylaws rules and regulation of the Moradabad Development Authority (MDA), government/local authorities etc. relating to the said piece of land.
6. That the Buyer has carried out the due diligence and inspection of the title deeds, ownership

records and documents of the scheduled property and having satisfied himself with the facts stated herein above the ownership records and documents relating to the title of the scheduled property the Buyer is fully satisfied with regard to the vendor to enter into this sale deed and transaction contemplated herein.

7. That the operation, facility management and maintenance services of the colony shall be provided by the Vendor or its nominee (s) for the period till taking over of these services by the Resident Welfare Association to be formed later on in any legal format. The proportionate charges for the operation, facility management and maintenance services of the colony and the terms & conditions thereof shall be determined by the Vendor or its nominee(s) or the Resident Welfare Association from time to time. The buyer do hereby agrees to deposit with the Vendor or its nominee (s) or Resident Welfare Association the sum so determined from time to time. In case of dispute with the Resident Welfare Association, directions given by the Vendors or their nominee(s) shall prevail.

8. That the buyer, so as to bind himself, his successors in interest, heirs, representatives and assigns with the consideration of promoting and protecting the rights and interests as the Owner of the land described herein above and in consideration of the covenants of the Vendor binding on them and the owners of the other plot owners in the said property doth hereby agree to be bound by the following covenants;
 - a. Not to make any construction and/or structural alterations in the common areas, roads, parks and other facilities.
 - b. The Buyer shall not sell, mortgage, assign or otherwise part with the possession of whole or part of the land to anyone except with the consent and permission in writing from the Vendor also which the Vendor shall be entitled to refuse in their absolute discretion, provided that in the event of the consent being given, the Vendor may impose such terms and conditions and may permit transfer on payment of prevailing transfer charges in

addition to whatever other amount payable to vendor. The Buyer shall alone be liable to pay transfer charges leviable by the authority at such prevailing rates.

- c. Not to use the roadways, passages, and open spaces in the land described herein above for parking any heavy vehicles or to use the same in a manner which might cause hindrance for the free ingress to or egress from any part of the said properties.
- d. The Buyer shall not without the sanction or prior permission in writing of the Vendor and the Authority erect any structure on the land or make any alteration, addition or subdivide or amalgamate the land with adjoining plot(s).
- e. The Buyer without the written consent of the Vendor shall not carry on, permit to be carried on, in the building to be constructed on the said land any trade or business whatsoever or use the same or permit the same to be used for any other purposes other than that of residential or do or suffer to be done therein

any act or thing whatsoever which in the opinion of the Vendor may be a nuisance, annoyance or disturbance to the Vendor or the other plot owners and the persons living in the neighbourhood.

- f. The Buyer shall not in any manner whatsoever encroach upon the common land areas and facilities and services. All encroachments made by the Buyer shall be liable to be removed at Buyer's cost.
- g. The Buyer shall not affix or display or permit to be affixed or displayed on the land or buildings erected thereon any signboard, sky sign, neon signs or advertisements painted or illuminated or otherwise unless the consent of the Vendor and the Authorities is obtained in writing.
- h. The Buyer shall not keep stock or display of any wares, or any other materials on the roads or in any place intended for common use.

- i. The Buyer shall not disturb or disrupt the privileges or amenities granted to other Plot owners in the colony.
 - j. The Buyer shall be bound to become a member of the Resident Welfare Association (RWA), to be formed lateron, in any legal format for the maintaining and managing the colony by the Vendor and shall be bound and obliged to observe all the rules and bylaws of the RWA and pay all the dues and charges, incidental expenses to be fixed by the RWA.
9. The Vendors do hereby agree to indemnify and compensate the Buyer against any costs, expenses loss or damage caused to the Buyer in the events of any defect in the title of scheduled property and/or due to any breach of the terms herein.
10. That all expenses, charges etc including the stamp duty for the registration of this deed or in relation to the said piece of land have been borne and paid by the Buyer.

The Market value of the said property according to the rate list issued by the district collector Moradabad, according to the circle rate of Rs. 21,000/- per sq mts at page no. 41, Format 4, V-Code 0188. The Vender does not belong to SC/ST category.

-Schedule of Property-

All that piece and parcel of land comprising in Plot no..... admeasuring sq mts situated in **“ANANDAM CITY”** at Khasra Nos. 315, 317, 460, 460/2, 461, 461/2, 464/2, 466, 467, 467/2, 468, 469MI, 470 MI, 471, 472, 473, 474, 475, 476, 477 MI, 478MI, 479Mi, 491MI, 492, 493, 494MI, 495 MI of village Harthala Ehatmali, Near TDI City, Ramganga Vihar, Tehsil & District Moradabad (Uttar Pradesh) as per map attached and bounded as under;

East : meter wide Road

West : Seller's Property

North : Seller's Property

South : Seller's Property

Details of Payment

Rs. /- as

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The land is vacant and no construction has been made on the said land. All Amount/coincidence has been paid by the buyer to the seller.

Note-1- All three power of attorney/ies deed/s dated 19.08.2021 executed at DUBAI and registered in ADM (F & R), Moradabad on 07.09.2021 are not cancelled. Executors of POA are alive.

2- Power of Attorney deed no. 293 dated 03.09.2021 is not cancelled. Executor of POA is alive.

The photos of the parties are identified on behalf of ID proof and witnesses by Mr..

In Witness whereof both the seller and the buyer have set their respective hands on this sale deed on the day, month and year above.

Rs. E-Stamp No.Date
.....2021.

Drafted & Photo Attested by, Advocate

Typed by-

