

SALE DEED

- | | |
|------------------------|--|
| 1- TYPE OF LAND | - Residential |
| 2- WARD/PARGANA | - |
| 3- MOHALLA/CITY | - Apex City Colony |
| | - Village Rampur Pawti, Tehsil & Distt. Meerut |
| 4- DISCREPTION OF PLOT | - ----- |
| 5- AREA OF PLOT | - ----- Sq. Mtr. |
| 6- ROAD | - Inside in Baghpat Road, Meerut |
| 7- CONSIDERATION | - -----/(Rs. -----Only) |

NAME OF FIRST PARTY – M/s Orbit Infrapromoters Pvt. Ltd through its Director Sh. -
----- (Pan No. AABCO3601P)

NAME OF SECOND PARTY – -----
----- (Pan No.)

DETAIL OF PLOT : - ----- as per map attached.

Profession – Business Profession –

SALE DEED FOR Rs. -----/-

STAMP DUTY Rs. -----/-

CIRCLE RATE Rs. -----/- PER SQ MTR

THIS DEED OF SALE is made on this ----- day of -----between:

M/s. Orbit Infrapromoters Pvt. Ltd. through its Director -----
-----; hereinafter referred to as Vendor which expression shall, wherever the context so admits include their heirs, successors, assignees, administrators and executors on the----First Part; and

Sh./Smt./M/s-----,
hereinafter referred to as the Vendee, which expression shall wherever the context so admits include his/her heirs, successors, administrators and assignees on the-Second Part, and
Whereas the Vendors developed a colony in the name & style as “**Apex City**” situated at Village Rampur Pawti, Tehsil & Distt. Meerut and the Plot under this sale is the part of Khasra No. ----- situated at Village Rampur Pawti Tehsil & Distt. Meerut, which was purchased by the Vendor from----- Vide sale deed written dated -----which was registered in the office of Sub-Registrar -----, in Book No.----,

Volume ----- on page -----to ----- at SL. No. ----- on dated ----- and the Plot under this Sale is the part of this whole land (hereinafter referred to as the "Said Plot"); and

WHEREAS the Vendor has got approved a lay out Plan No. 19/11 dated 13.07.2011 from Meerut Development Authority, Meerut; and

Whereas in the meeting of the board of directors of the company held on dated -----
- Sh. ----- is authorized to execute the sale deed, agreement to sell and other necessary documents on behalf of the company; and

Whereas the Vendee approached to the Vendor for the purchase of a Plot in the Said Colony, and the Vendor had allotted ----- measuring area ----- **Sq. Mtr.** to the Vendee with his/her consent in the said colony, as shown in red colour in the plan annexed hereto and bounded as detailed at the foot of this Deed (hereinafter referred to as the Said Plot) for a consideration of **Rs. -----/(Rs. ----- Only)** being the cost of Plot; and

Whereas the Vendor has received the consideration of **Rs. -----/(Rs. ----- Only)** from the Vendee, towards the cost of the Said Plot;

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of the sum of **Rs. -----** paid by the Vendee to the Vendor, as detailed at the foot of this deed, receipt of which the Vendor do hereby admit and acknowledge and relinquish all their rights and interest in the said Plot, doeth hereby grant, convey, sell, transfer and assign to the Vendee all their rights, title and interest in the said Plot by way of sale who shall hereinafter be the lawful, absolute and undisputed owner of the said Plot and enjoy all the rights of ownership possession, privileges, easements together the right in common with the other purchasers of the plot/Plots in the said colony in all facilities, in any way appertaining thereto.
2. That the Vendee shall be liable to pay minimum maintenance charges, as applicable per month for the maintenance of common services, to the Association of Allottees i.e. Apex City Welfare Society. The date of commencement of maintenance charges for the services of the colony will be from the date of this sale deed. Further, the monthly maintenance charges shall be on actual basis as intimated by Apex City Welfare Society, and shall be payable by the Vendee in advance by the seventh day of each month. Apex City Welfare Society,

reserves the right to enhance the maintenance amount payable by the Vendee/s keeping in view the actual cost of maintenance of the services. Apex City Welfare Society may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. In case of delay in receipt of monthly maintenance charges, Apex City Welfare Society, will be entitled to effect disconnection of the services at defaulting Vendee that may include disconnection of common facilities, further against non-payment of maintenance charges due to the Vendee, it shall always remain a charge on the said Plot and shall also be binding on the nominees or transferees of the Vendee, and Apex City Welfare Society shall be in full right to stop Vendee or their nominees or transferees to enjoy common facilities and Apex City Welfare Society May realize and recover the due amount through court.

3. That the Vendee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Vendee in the common area is undivided and cannot be divided or separated, the Vendee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them, further the right of the Vendee to use the common area shall always be subject to the timely payment of maintenance charges and other charges as applicable. Further the Vendor shall convey undivided proportionate title in the common area to the Apex City Welfare Society or to the competent authority as prescribed by the Law.
4. That the Plot under this sale is only for the residential purpose and the Vendee is not permitted to run any type of Hostel, Guest Plot, Hotel, Banquet Hall, Mandap, Milk Dairy, Hospital, Nursing Home, Industrial, Educational and Commercial activities in the said Plot.
5. That the Vendee shall not be permitted to keep buffalo, cow, horse, goat, pig, hen etc. at the Plot under this sale.
6. That the Vendee shall not be permitted to keep tractor trolly, truck, bhaisa buggi, horse cart, and any other commercial vehicle at the Plot under this sale.
7. That the Vendee shall not make car parking & hedges & slope or ramp in front of Plot and shall remain bound to maintain cleanliness and free from encroachment all parks, passages and other areas in the said colony meant for the common enjoyment of all purchasers / owners of the Plot / Plot holders in the said colony.
8. That the Vendor also declares and assures the Vendee that the Vendor is the sole, absolute

and rightful owner of the said Plot and the same belongs to the Vendor and the Vendor has the right to transfer the same and Vendee is satisfied with this title.

9. That the Vendor hereinafter shall have no claim or title in the said Plot and the Vendee shall be the absolute owner thereof subject to Para 2 hereinabove stated.
10. That the Vendee is purchasing the said Plot after getting himself convinced and is ready to purchase on the Doctrine of "Caveat Empter".
11. That the Vendor has delivered the peaceful, vacant possession of the above said Plot to the Vendee, free from all encumbrances, charges and demands whatsoever.
12. That the Vendor develop this colony by providing sewer line with other development works so the Vendee will use the sewer line only for solid waste and no water from kitchen, bath, rain etc. should be turned into sewer line, wastewater other than solid waste, will be drained out by the open drains provided in the colony.
13. That the Vendor do hereby declare that all the taxes payable in respect of the said Plot up to the date of this deed have been fully paid by the Vendor and so hereby covenant with the Vendee that if any remains unpaid, the Vendor will be liable to discharge the same. However, from the date of this deed all such taxes in respect of the said Plot shall be the liability of the Vendee.
14. That the Vendor Indemnifies and agree to save and keep harmless the Vendee against all actions, proceedings, claims in regards to the said Plot, which may transpire on account of any defect in the title of the Vendor and the Vendor is liable to refund the amount if it is found that the title is defective.
15. That the Vendee has joined in the execution of this sale deed to commit himself in respect of the obligations which are to be fulfilled or completed or obligatory to the Vendee.

BOUNDARIES & MEASUREMENT OF PLOT

East	-----	Mtr.	-	-----
West	-----	Mtr.	-	-----
North	-----	Mtr.	-	-----
South	-----	Mtr.	-	-----

SCHEDULE OF PAYMENT –

1. Received a sum of Rs. -----/- (Rs. ----- Only) by Ch. No. -----
----- dated ----- drawn on -----.

IN WITNESS WHEREOF the Vendor and the Vendee have put their hands on this Deed in the presence of witnesses.

WITNESS: -

(1)

(VENDOR)

(2)

(VENDEE)

DATED ----- DRAFTED BY ----- ADV., MEERUT.