

SALE DEED
DETAILS OF DOCUMENT

01. TYPE OF LAND : Residential.
02. WARD/ PARGANA : Meerut.
03. MOHALLA/VILLAGE : KANHA ENCLAVE,
Khasra No. 6317, Near Jagriti
Vihar Extension Scheme No. 11
Meerut
04. DETAILS OF PROPERTY : **Plot No.**
05. UNIT OF MEASURE : Sq. Meter.
06. AREA OF PROPERTY : Sq. Mtrs.
07. POSITION OF ROAD : Colony Road _____ Mtrs. wide
08. OTHER DETAILS : N.A.
(9 Meter Road/Corner)
09. TYPE OF PROPERTY : Residential
10. TOTAL COVERED AREA : N.A.
11. STATUS - Finished/Unfinished/
Other : N.A.
12. VALUATION OF TREES : N.A.
13. BORING/WELL/OTHERS : N.A.
14. CONSTRUCTED AREA : N.A.
15. YEAR OF CONSTRUCTION : N.A.
16. CONNECTED TO MEMBER OF
SAHKARI AVAS SAMITI : N.A.
17. CONSIDERATION AMOUNT : Rs. _____/-
18. Circle Rate According Rate List : Rs. _____/-
19. Number of Seller : One
Number of Purchaser :

Measured and bounded as follows :-

- East :
West :
North :
South :

Sale Deed for Rs. :/-.

MARKET VALUE for the purpose of stamps Rs./-.

Stamp Duty Rs. :/-

On this Sale Deed Stamp Duty is paid as per Notification No. S.N.K.N-5-2756/11-2008-500(165)/2007 Lucknow dated 30 June, 2008 for Stamp Duty is paid Rs. _____

THIS DEED OF SALE is executed at MEERUT on this day of, 2022 by M/s Siya Ram Kasturi Devi Educational Society, DS-1, Lohia Nagar, Hapur Road, Meerut through its Chairman Mr. Sudhir Sharma s/o Late Shri Gajendra Sharma (hereinafter called "THE VENDORS"). The expression 'VENDORS' shall mean and include their executors and assigns.

AND IN FAVOUR OF

(PAN No.....) hereinafter called "THE VENDEE(s), which expression shall, unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, legal representatives and assigns.

WHEREAS the Vendors are the absolute owners of all that land of Khasra Nos. 6317 situated at Near Jagriti Vihar Extension Scheme No. 11 Meerut and has purchased the same by the vendor vide registered sale deed no. 10559 dated 20.11.2004 and registered with Sub Registrar, First, Meerut (hereinafter mentioned as "the said land").

AND WHEREAS the Vendors formed a scheme of development of above mentioned land into colony being residential named and hereinafter referred to as "KANHA ENCLAVE" which is approved by Layout Plan No. 389 dated 28.02.2022 from U.P Awas Evam Vikas Parishad, Lucknow for the development of "the said land".

AND WHEREAS "the said land" is free from all kinds of encumbrances, third party claims and lien of any kind upto this day and the Vendors have got full rights and powers to transfer the same in favour of Vendee;

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 Vendors, 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 Vendors, the Vendee hereby agrees not to raise any disputes regarding the title of the Vendors 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(s) has approached the Vendors herein and requested to sell a Plot No. measuring sq. yds. (approx.) or sq. mts. hereinafter mentioned as "the said Plot", bounded as follows in Schedule "A" for a settled and mutually agreed sum of Rs. _____ (Rupees _____ only) in "KANHA ENCLAVE", Khasra No. 6317, Near Jagriti Vihar Extension Scheme No. 11, Meerut on the terms & conditions and subject covenants set-forth hereinafter;

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS UNDER :

1. That for a consideration of Rs./- (Rupees only), the receipt of which is hereby acknowledged, the Vendors do hereby transfer and convey, subject to the terms and conditions and covenants mutually agreed, all their ownership rights in the said Plot no. admeasuring area Sq. yds. (approx.) or Sq.mts. to the Vendee alongwith all rights, title and interest etc. in all respect of the "the said Plot". The detailed boundaries of "the said Plot" are given in the attached site plan and Schedule 'A' mentioned below, herewith situated at "KANHA ENCLAVE, Meerut. The details of payments made by the Vendee are given herein-under in Schedule "B", of this sale deed.

2. That all the taxes and levies whether levied or leviable now or in future on the land and building as the case may be from the date of agreement / allotment i.e. _____ shall be paid/borne by the Vendee only and the vendors shall not be liable for payment of any tax, cess, GST and /or levy in respect of "the said plot".

3. 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 areasq. yards (approx) or sq. mtrs.

4. 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".

5. That the Vendee shall commence the construction of his/her/their house on "the said plot" of land hereby sold only after getting the building plan duly approved from the U.P Awas Evam Vikas Parishad. The Vendee shall complete the construction, as per approved plan only, 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.

6. 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. Also, the vendor may initiate legal proceedings against the vendee for non compliance of the said clause.

7. 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.

8. 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 be 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 not be raised, as it may cause obstruction and hindrance connecting to the main road, pathways or pavements and the Vendors shall be free to initiate legal proceedings against the Vendee.

9. 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. The vendors shall be free to initiate legal proceedings against the vendee.

10. 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.

11. That the vendee, in case, rents/ lease/ licenses out "the said plot" or after constructing the house on "the said plot", will obtain a 'Police verification' certificate from the respective police station before handing over the possession to the respective person/s. The 'Police verification' certificate shall be obtained/ issued in favour of the persons who is/ are taking "the said plot", or house built on " the said plot", on rent/ lease/ license, and the copy of the 'Police Verification' certificate shall be submitted at the vendors office. The vendee shall be held responsible for all the acts of the person/s that is/ are taking the property on rent/ lease/ license, which violates the harmony of the other fellow residents, residing inside the schema, failing which, the vendee shall be sole liable for all consequences arising there from.

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 its nominated agency, Interest Free Maintenance Security and Maintenance Charges to ensure payment of Maintenance charges which shall be payable by the Vendee separately. Such charges shall be determined on pro-rata plot area basis initially till the time some construction is commenced and during construction the Maintenance charges shall be calculated on construction area basis only and the same shall be binding on Vendee(s).

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 by the company for maintenance. The maintenance charges, as determined by the company and thereafter by the aforesaid body or agency nominated by the company, shall be borne and payable 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 company as and when the company or Vendors demand the same, in case of any delay in payment of maintenance charges interest @ 18% p.a., shall be charged and the Vendee shall not in any manner whatsoever encroach upon the common land areas and facilities and services not handed over to them. All unauthorized encroachments made by the Vendee shall be liable to be removed, at his/her/their cost. The vendors may initiate legal proceedings as against the vendee for non-payment of Maintenance dues as well as for unauthorized encroachments etc.

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 Vendee shall pay his/her/their share of proportionate charges for the installation of transformers or any other facility to be provided by the Vendor. All connections like electricity, water, sewerage, etc. shall be taken from the competent authorities, solely by the Vendee himself/herself/themselves and at his/her/their cost and the Vendee shall reimburse to the Vendors such charges, as may be, demanded separately, for making arrangements for providing sewerage and water connection from the mains laid along the road serving the plots.

18. That it is hereby agreed between Vendor and Vendee that as and when the Vendor required or desired to extend the said colony "KANHA ENCLAVE", 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 shall have no right to object in such extension, it is agreed that the Vendor shall be free to extend the boundary walls, of "the said colony".

19. 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.

20. That in case if any provision of this sale deed be adjudged to be void or un-enforceable under any applicable Law, such provision shall be deemed amended or deleted in so far as reasonably consistent with this purpose of sale deed and to extend necessary to conform to applicable law and remaining provision of this Conveyance Deed shall remain and enforceable in accordance with its terms.

21. That all expenses towards Stamp duty, registration charges, legal charges, GST, service tax, cess, etc. and all other incidental charges required

for execution and registration of this deed, shall be borne solely by the Vendee.

Note : This sale deed is presented by power of attorney holderson of Shri..... Resident of , which was registered in Book No., Volume on Pageson Serial No. on dated in the office of Sub Registrar....., Meerut (under section 33 of Registration Act, 1908)

SCHEDULE 'A'

Plot No. _____ Area _____ Sq. yards (approx) or _____ Sq. mts. or there about in the residential colony known as "KANHA ENCLAVE", situated at Khasra no. 6317, Near Jagriti Vihar Extension Scheme No. 11, Meerut.

Measured and bounded as follows :-

East :
West :
North :
South :

PHOTOGRAPH OF PLOT

SCHEDULE 'B'

DETAILS OF PAYMENT

01. Received 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 as per Rate List Serial No.____ is Rs _____/- per Sq. mts on which Stamp duty is hereby paid.
3. There is no construction over the sold Plot.
4. That the above said plot is situated at a distance of more than 200 metre from main road.
5. 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,
2022 AT MEERUT.

WITNESSES :

(1)

M/s Siya Ram Kasturi Devi
Educational Society through its
Chairman Mr. Sudhir Sharma
s/o Late Shri Gajendra Sharma
(VENDOR)

(2)

(VENDEE)