

SALE DEED

DETAILS OF PLOT

1. Nature of Plot : Residential
2. Details of Plot : Land consisting of area measuring.....sq. mtrs. (.....sq yards),
3. Status of Road :
4. Consideration : Rs.....
5. Park Facing (Yes/No) : Rs.....
6. Value as per Circle Rate : Rs.....
7. Stamp Duty Paid : Rs.....

SALE-DEED

This **SALE DEED** (“**DEED**”) is made and executed on thisday of..... 2022 at Meerut, (Uttar Pradesh).

BETWEEN

AIM INFRA-HOMES LLP, a LLP incorporated under the LLP Act, 2008, having its Office at M-163, L.G.F., Greater Kailash-02, New Delhi-110048, through its authorized representative Sh....., duly authorized through Board’s Resolution dated, (hereinafter referred to as the “**VENDOR**”), which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assign(s), of the **FIRST PART**;

AND

1. Mr./Mrs. -
.....
Son/Daughter/Wife of
.....
Resident of
.....
.....and,

2. Mr./Mrs. -
.....
Son/Daughter/Wife of
.....
Resident of
.....

.....
hereinafter, referred to as the **VENDEE(S)**, which expression, unless it be repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal representatives, executors, legal heirs and assign(s), of the **SECOND PART**.

The **VENDOR** and **VENDEE(s)** shall hereinafter singularly be referred to as “**Party**” and collectively be referred to as “**Parties**”.

WHEREAS:

- A. The Vendor is developing the land totaling to 22,000 sq.mts, out of land comprising under (i) Khasra No. 3947 (3104.69 sq.mts), (ii) Khasra No. 3948 (5060 sq.mts), (iii) Khasra No. 3949 (5560 sq.mts), (iv) Khasra No. 3950 (2399.85 sq.mts), (v) Khasra No. 3951 (5746.02 sq.mts), (vi) Khasra No. 3997 (129.44 sq.mts.), (hereinafter referred to as the “**Project Land**”), consisting of several Residential/commercial plots, commercial units, independents homes and group housing in a project named as ‘Abdullah Residency and Shopping Plaza’ (hereinafter “**Said Project**”).
- B. The above mentioned Said Project is being developed/ has been developed by the Vendor in terms of Consortium Agreement dated 03.06.2016 (herein “**Consortium Agreement**”) executed between (i) M/s AIM Infra-Homes LLP, (described therein as “**Lead Company**”) and (i) Iqbal Ahmad, (ii) Nusrat Bagum, (iii) Saeed Ahmad, (iv) Mahendra Gupta (described as “**Members**”) and registered on the same date 03.06.2016 at Serial No 4986 Book no 1 Zild No. 11217 Page no 123 to 140 in the office of sub- registrar Meerut.
- C. The Vendor in terms of the Consortium Agreement, as stated hereinabove, is fully competent to (i) develop the Project Land by carving out

residential/ commercial plots, (ii) to construct commercial units, independents homes and group housing in the Said Project, and (iii) To enter Agreement for allotting, selling and transferring rights, title and interest in the saleable area of the Said Project being duly authorized by the Members.

- D. The Uttar Pradesh Avas & Vikas Parishad (herein '**Parishad**') has sanctioned the lay-out plan vide its letter 148 dated 19/01/2022 in respect of the Said Project.
- E. The Vendor developed the Said Project on the Project Land comprising of residential plots of different sizes and dimensions, commercial units, independents homes and group housing, consisting of roads, green area, community center etc, having all utilities like water supply, rain water harvesting system, electricity, sewer system, S.T.P. parks etc, in accordance with the sanctioned lay-out plan as mentioned above. The Said Project is registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 having registration No.....
- F. On completion of all utilities/services in the Said Project, as stated above, the Parishad has granted a completion/part completion certificate dated.....certifying the completion of provisions of all utilities/services including water supply, electricity and sewer system in the Said Project.
- G. The Vendor has disclosed to the Vendee its entire rights, and interest in the Project Land and had also shown the documents relating to its title, approval and sanction etc. in respect of the same. The Vendee, after verifying the said documents/sanctions, and satisfying himself/herself/themselves has agreed to purchase a residential plot bearing

No.....in block No..... having an area ofsq. mtrs (.....sq. yards), situated in the Said Project, (herein '**Said Plot**').

- H. The Vendee has confirmed that he/she/it is/are fully satisfied in all respects with regard to the rights, title and interest of the Vendor in the Said Plot, and has understood all limitations and obligations of the Vendor in respect thereof.
- I. The Vendee, named above, entered into an Plot- Buyer's agreement dated....., (herein "**Said Agreement**") with Vendor for purchase of the Said Plot in the Said Project for the consideration and on other terms and conditions contained therein.
- J. The Vendee has paid the entire sale consideration as per the terms of the Said Agreement in respect of the Said Plot and as such the Vendor is now executing the present Deed for sale and transfer of the same to the Vendee.
- K. The **Vendor** hereby solemnly declares, assures and represents to the **Vendee(s)** in respect of the Said Plot, as under:
 - i. The Vendor is well and sufficiently entitled to sell the Said Plot and has absolute, rights, claim and interest in the same. There is no encumbrances, lien, charge, mortgage, pledge of any nature whatsoever, on the Said Plot/Project Land;
 - ii. The Vendor is entitled to convey, transfer, alienate and sell the Said Plot;
 - iii. The Said Plot is not under any litigation or dispute before any court, forum or any authority nor is there any threat of any litigation in respect thereof;
 - iv. The Said Plot is not subject to any lis-pendens, or any court decree or

attachment, either before or after judgment, acquisition, notices or proceedings etc. and is also free of any right, or agreement in favour of any person(s);

- v. The Vendor has not entered into any agreement to sell, lease or arrangement in any manner with any person(s), in respect of the Said Plot;

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

1. Definitions and Interpretation

1.1 The following expressions used in this Sale Deed shall, unless repugnant to the subject or context thereof, have the meaning hereinafter respectively assigned to them:

- a. “**Applicable Laws**” shall mean any statute including Uttar Pradesh Urban Planning & Development Act 1973, Uttar Pradesh Awash & Vikash Parishad Act, The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, The Real Estate (Regulation and Development) Act, 2016 (RERA), and any other legislation, treaty, code, law, regulation, ordinance, rule, notification, order, decree, bye-laws or approval, development control regulation, order of any Competent Authority, directive, guideline, policy, requirement, or any other restriction or any similar form of decision or adjudication having the force of law in Uttar Pradesh or any of the foregoing in effect as on the execution of this Sale Deed.
- b. “**Approvals**” shall include, with respect to the Said Project/Said Plot, all permission, clearance, sanction, sanctioned plans, occupation certificates or completion certificates (*by whatever name called*), and

such other approval and/or no objection certificates from all government authorities, but not limited to Approvals and permissions obtained from Uttar Pradesh Awash & Vikash Parishad (herein '**Parishad**'), Electricity Department, Water and Sewerage Department any other concerned statutory and Government Authority and such other concerned authorities as may be required under law for construction and development of the Said Project / Said Plot.

- c. "**Common Facilities and Amenities**" shall include boundary wall, internal roads, driveways, pathways, generators, common parking spaces, gardens, parks, space required for common electrical, water and other installations and facilities such as meters, transformers, electrical sub-station, and all other common facilities and amenities for the use and enjoyment of the inhabitants in the Said Project, as may be permitted.
- d. "**Competent Authority(ies)**" shall mean and include Meerut Development Authority (MDA), Parishad, Nagar Nigam and/or such other agency or authority relating to development of Said Project including the external and internal development of the same and/or maintenance of whole or any part of the common facilities and/or to whom any charges, levies and fees are paid.
- e. "**Completion**" in relation to the development shall mean completion of services, development, and Common Facilities and Amenities in accordance with the Lay-out Plan / Sanctioned Plan, and grant of a completion/part completion certificate by the Parishad in accordance with the Applicable Laws, bye-laws and rules in force in respect of Said Project/ Said Plot.
- f. "**Encumbrance(s)**" means any mortgage, lien, charge, assignment by

way of security, third party rights, Claims, interest restriction or limitation of any nature, whatsoever, including restriction on use, transfer, any arrangement (*for the purpose of, or which has the effect of, granting security*), or any agreement, whether conditional or otherwise, to create any of the above, arbitrations, lis-pendens, notices of acquisition or requisition, reservations, prohibitory or court orders, decree or attachment (*either before or after judgment*), notice from any authorities.

- g. “**Said Plot**” shall mean and include the residential plot having area measuring..... sq mtr (.....sq yards).
- h. “**Sanctioned Plan**” shall mean all Development Plan, Service Plan, Layout Plan and Building Plans required for the development of Project Land and construction and Completion of the Said Project/ Said Plot prepared in accordance with and sanctioned/approved by Parishad as per its Applicable Laws, bye-laws and regulations.

1.2 In this Deed:

- a. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- b. References to persons shall include reference to any individual, firm, company, corporation or other body corporate, Governmental Authority or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality) and also includes a reference to that person’s successors and permitted assigns.

- c. Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction.
- d. References to Recitals, Clauses or Annexures are, unless the context otherwise requires, references to recitals and clauses of or Annexures to this Agreement.
- e. Unless the context otherwise requires, reference to one gender includes reference to the other, words importing the singular include the plural and vice versa.
- f. References to the words “include” or “including” shall be construed as being suffixed by the term “without limitation”.
- g. References to the term government shall include any part of the: (i) government of a State; (ii) Union government; or (iii) local government.

2. SALE

2.1 In pursuance of the Said Agreement and in consideration of the amount of Rs.....,(Rupees.....only) paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby admits and acknowledges before the Sub-Registrar-....., Meerut, and the Vendee agreeing to observe and perform the terms and conditions herein contained and as contained in the Said Agreement, referred in the recitals hereinabove, and undertaking to pay such further amount, as may at any time heretofore become payable in terms hereof, the Vendor, by virtue of this Sale Deed doth hereby sell, convey, assure, assign and transfer to the Vendee the Said Plot, more particularly described in the **Schedule-A** hereunder written, together with the right to use the common areas &

E & O.E.

facilities including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the Said Plot, to have and to hold the same unto and to the use of the Vendee and his/her/their legal heirs, legal representatives, successors-in-interest and assigns, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants herein contained.

- 2.2 The Vendee has deducted applicable TDS (as per the Income-Tax Law) from the Sale Consideration paid/payable through Cheque/DD to the Vendor and shall provide the certificate to the Vendor in proof of having deposited the TDS with the Government of India, Income-Tax department.
- 2.3 The Said Plot hereby sold, conveyed and assured under this Deed is free from all encumbrances, liens or charges (except those created on request of the Vendee to obtain loan for purchase of the same), transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered good, marketable and transferable rights/ title in the Said Plot to convey, grant, transfer, assign and assure the same unto the Vendee in the manner aforesaid.

3. POSSESSION

- 3.1 The vacant, actual, peaceful and legal possession of the Said Plot is being delivered to the Vendee simultaneously with the signing of this Sale Deed, and the Vendee confirms having satisfied himself/herself/themselves as to the area dimension/ cost & allied charges including preferential location charges (PLC), if any, specifications various installations like electrification work, sanitary fitting, water and sewer connection etc. in respect of the Project Land and the Vendee agrees and confirms not to raise any dispute/claim, whatsoever at any time in future in this regard.

- 3.2 The Vendee is being transferred the title of Said Plot through this Sale Deed. The Vendee shall have no claim, right, title or interest of any nature or kind whatsoever, in the facilities and amenities to or in the rest of the Plots in the Said Project, except right of usage, ingress/ egress over or in respect of all common areas & facilities. The use of such common areas & facilities within the Said project shall always be subject to the covenants contained herein and up to date / timely payment of all dues.
- 3.3 The Vendee shall have no right to object to the Vendor constructing, developing and/or continuing to construct/develop other saleable area, units/ spaces/ facilities in the Said Project. If at any stage, further construction in the Said Project or any part thereof becomes permissible, the Vendor shall have the sole right to undertake and dispose of such construction without any claim or objection from the Vendee. The Vendor shall also be connecting/ linking the amenities/ facilities viz water, sanitary/drainage system etc. within the Said Project/ additional development/ construction with the existing ones in the Said Project, which the Vendee understands and agrees not to raise any objection, claim, dispute etc in this regard at any time whatsoever.
- 3.4 Whenever the title of the Vendee in the Said Plot is transferred in any manner whatsoever, the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed, Said Agreement and the Maintenance Agreement etc, and he/she/they shall be liable and answerable in all respects thereof.
- 3.5 The Vendee (as per applicable laws) shall be entitled for recording/substituting of his/her/their name in their favour of, in the concerned records of statutory authority(ies), post execution and registration of the Sale Deed.

4. USAGES

4.1 The Vendee shall not use or permit the same to be used the Said Plot for any purpose other than residential.

5. MAINTAINANCE

5.1 The Vendee, for the purpose of availing the Maintenance Services in the Said Project, agrees to execute a maintenance agreement with maintenance agency, namely, or any other body as may be appointed/nominated by the Vendor for the maintenance and up-keep of the Said Project (herein "**Maintenance Agency**"). The Vendee agrees to abide the terms and conditions of the Maintenance Agreement and to promptly pay all the demand/s, bills charges as may be raised by the Maintenance Agency from time to time. Default in payment towards the maintenance bills, other charges on or before due date, shall entitle the Maintenance Agency to discontinue the maintenance services besides the remedy as may be available under the maintenance agreement.

5.2 The Vendee acknowledges and confirms that Maintenance Agency reserve the sole right, from time to time, as it may deem necessary and expedient in the maintenance of the Said Project, to modify/revise all or any of the terms/maintenance charges of the Maintenance Agreement and the Vendee agrees not to raise any objection to the same.

5.3 The Vendee agrees to pay proportionate running cost of power back up system at such rates, taxes, levies, service charges etc., as may be determined by Maintenance Agency over and above the general maintenance, which shall be included in the maintenance charges. The Vendee undertakes that the Vendee shall be entitled to use the maintenance

service including power back up subject to the timely payment of the total Maintenance Charges.

5.4 (a) The Vendee shall maintain and insure the Said Plot at his /her/their own cost and expenses. The Vendee shall always keep Maintenance Agency or resident association/society harmless and indemnified for any loss and/or damages in respect thereof. The Vendee agrees not to raise claim/damages against any third party liability.

(b)The Vendee further agrees and undertakes not to raise any claim/compensation etc. or initiate any action proceeding against the Vendor/Maintenance Agency on account of any harm, damage or loss caused due to theft/fire/accident etc.

5.5 Whenever the title of the Vendee in the Said Plot is transferred in any manner whatsoever, it will be responsibility of the transferor to pay the outstanding maintenance and other charges payable to Maintenance Agency, namely,.... before effecting the transfer of the Said Plot failing which the transferee shall have to pay the outstanding dues of Maintenance Agency before occupying the Said Plot.

6. TAXES AND CHARGES

6.1 The Vendee shall from time to time and at all times pay on demand such amount, which may be levied, charged or imposed in future or retrospectively, on account of any taxes (municipal tax, property tax, fire fighting tax, water tax, sewerage tax, other taxes etc), rates, duty, charges, cess, fee, assessment, Development Charges etc. of any nature whatsoever, by any local administration, State Government, Central Government on the Said Project/ Said Plot by virtue of any notification or amendment in the existing laws including any increase in the development

charge or levy of any additional charges payable to the Parishad or other competent authority(ies) on pro- rata basis. The Vendee agrees and understands that if such pro-rata demand is raised, as aforesaid, on the Vendee, the same shall be payable by the Vendee directly to the concerned government agency/ Competent Authority(ies) or department concerned as the case may be.

6.2 So long as the Said Plot is not separately assessed, the Vendee shall pay on pro-rata basis such dues, demands, charges, taxes, liabilities, as determined and demanded by the Maintenance Agency, which shall be final and binding upon the Vendee. Once the Said Plot is assessed separately, the Vendee shall pay directly to the competent authority the demands, as may be raised by the competent authority.

6.3 The Vendee shall pay on pro-rata basis any/all charges, fees and expenses payable for obtaining service connections like electric, telephone, water, sewer connection and other utilities including security for sanction and release of such connections as well as service charges pertaining thereto as & when determined & demanded by maintenance Agency.

7. COVENANTS OF THE VENDEE

7.1 The Vendee shall maintain the aesthetic value of the Said Project as he/she will construct any building on the Said Plot in accordance with the alleviation of the Said Project. This was a specific condition of the allotment and the Vendee irrevocably consents for the same

7.2 Any such breach shall be treated as default and the same shall attract disconnection of the common services & facilities apart from other recourses available.

- 7.3 The Vendee shall not raise any additional construction on any part of the Said Plot or re-construct any part thereof, without obtaining sanction of revised building plans from the concerned authorities, subject to receipt of prior written permission from the Vendor/Maintenance Agency for undertaking such construction / re- construction. The Vendee shall alone be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable law and rules.
- 7.4 The Vendee or any person claiming through him/her/them shall not be entitled to sub-divide the Said Plot or amalgamate the same with any adjacent plot. In case of joint Vendee(s), each Vendees share in the Said Plot shall always remain undivided, unidentified and impartible and none of them shall be entitled to clam partition of its share therein.
- 7.5 The Vendee shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Said Plot hereby conveyed to any person(s) subject to the terms contained herein and shall before doing so obtain a No Objection/ No Due Certificate as regard clearance/payment of outstanding maintenance charges/other dues from the Maintenance Agency and payment of such administrative charges as may be prescribed as the case may be.
- 7.6 The Vendee shall not put any sign-board/name plate, neon-light, publicity material or advertisement material etc on the face/ façade of the constructed building or the common areas or on the roads inside the Said Project and shall be entitled to display his/her/their own name plate only at the proper place.

- 7.7 The Vendee shall not, in any manner, litter, pollute or cause nuisance in the areas adjoining the Said Plot and ensure proper garbage and refuse disposal.
- 7.8 The Vendee shall not in any manner whatsoever cause damage to or encroach upon any part of the Said Project, common areas, limited use areas, other buildings, plots etc and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the common areas or on any part by the Vendee, any damage caused to the common areas or on any part of the Said Project shall be liable to be removed / rectified at the sole cost and expenditure of the Vendee by the Maintenance Agency.
- 7.9 The Vendee shall obey all directions, rules and regulations made by the Maintenance Agency/ Association/ concerned government authorities, now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as it affect the health, safety or convenience of other inhabitants of the Said Project.
- 7.10 The Vendee shall keep indemnified, defend and hold harmless the Vendor against any/all actions, proceedings, third party claim/s or any losses, costs, charges, penalties, expenses or damages, incurred and suffered by or caused to the Vendor / Maintenance Agency /other occupants of the Said Project, by reason of any breach, non-observance, non-performance of the conditions contained herein and/or due to non-compliance with any rules & regulations and/or non-payment of Nagar Nigam taxes, levies, charges and other outgoings.

7.11 The Vendee shall at all times duly perform and observe all the covenants and conditions, which are contained in this Sale Deed and the Said Agreement. The Vendee shall also abide by and be liable to observe all the rules framed by the Maintenance Agency and all laws, by- laws, rules and regulations stipulated by the Parishad, Nagar Nigam, Local and other Government or statutory bodies and shall alone be responsible for any non-compliance or breach thereof and shall keep the Vendor/ Maintenance Agency and other occupiers of the Said Project indemnified and harmless against all costs, action, consequences, damages & penalties arising on this account.

8. MISCELLEANOUS

- 8.1 The Vendee shall at its own cost and expense apply for electricity connection of such permissible load as he/she/they may require from the concerned authorities for supply of Electricity to the Said Plot.
- 8.2 The Vendee acknowledges and understands that the electricity through Diesel Generators (power back up) may be supplied to the Said Plot and to the common areas & facilities by nominated Agency through the pre-paid metering system at its sole discretion. The Vendee also confirms not to raise any dispute with regard to installation of power generating equipment within the Said Project.
- 8.3 It shall be incumbent on each Vendee to form and join an Association comprising of the Vendee/s for the purpose of management and maintenance of the Said Project. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in the Said Project for organizing meetings and small functions, the same shall be

used on payment of charges as prescribed by Maintenance Agency/Association.

- 8.4 The Said Project may be got insured against fire, earth-quake and civil commotion at the expenses of the Vendee by the Maintenance Agency/ Association and all the occupiers of the units / spaces shall pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency/ Association for the purpose of insurance. The Vendee shall not do or permit to be done any act, which may render void or voidable any insurance or cause increased premium. Such charges may be integrated into the maintenance charges.
- 8.5 The Vendee acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of U.P /Parishad/other Competent Authority(ies) in the Said Project are beyond the control of the Vendor and the Vendee agrees not to raise any claim or dispute against the Vendor in respect of the infrastructure facilities as aforesaid provided by the public agencies. Further, the Vendee explicitly agrees that any shortfall in the provision and up-keep of the internal services within the Said Project caused by inadequate support of the external services to be provided by external authorities/public agencies shall not be Vendor'/Maintenance Agency's responsibility.
- 8.6 The stamp duty, registration fee and other all incidental charges required for execution and registration of this deed shall be borne by the Vendee alone.

SCHEDULE OF THE SAID PLOT, DESCRIBED HEREIN ABOVE

The Said Plot, consisting of plot area measuring.....sq. sq.mtr (.....yards), in the Said Project, namely, “Abdullah Residency and Shopping Plaza” situated at scheme No.07 Sector-12, Shastri Nagar, Hapur Road, Meerut, 250004 (UP), bounded as under:

East :

West :

North :

South :

IN WITNESS THEREOF, the Vendor and the Vendee hereto set their respective hands on the day, month and year above written, and in the presence of following witnesses.

WITNESSES:

1.

SIGNED, EXECUTED & DELIVERED

AIM INFRA-HOMES LLP

Through its Authorized Signatory

(.....)

.....**Vendor**

2.

Through its authorized signatory

(.....)

.....**Vendee**

E & O.E.

ANNEXURE – A
SITE PLAN OF THE SAID PLOT