

SALE DEED

Date of Execution :
Place of Execution : Lucknow

Sale Consideration : Rs.
Market Value : Rs.
Stamp Duty Paid : Rs.

DETAILS OF INSTRUMENTS IN SHORT

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	Lucknow
3.	Mohalla/Village	:	Ahmamau
4.	V-Code		1096
5.	Detail of Property	:	Residential Plot No. R-SPRING INFRASTRUCTURES , situated at Spring Grand Land Khasra Nos. 430 & 431, at Village-Ahmamau, Gomti Nagar Vistar, Sector-7, Lucknow.
6.	Standard of Measurement	:	Sq. Meters
7.	Location Road	:	Situated at meter wide road.
8.	Type of Property	:	Residential Plot
9.	Consideration	:	Rs...../-

10.	Boundaries	:	East:
			West:
			North:
			South:
11.	No. of Persons in the First Part (1): No. of Persons in Second Part (1):		
12.	Details of Seller:		Details of Purchaser:
	SPRING INFRASTRUCTURES, PAN No. ACJFS1880M a Partnership Firm Seller, incorporated under the Partnership Act, 1932 having its Registered Office at CP-138, 3rd Floor, Viraj Khand, Gomti Nagar, Lucknow 226010 , through its duly authorized Partner Mr. Jay Ram Jalan, S/o Late K. N. Jalan.		(i)

THIS DEED OF SALE IS EXECUTED BETWEEN

THIS SALE DEED MADE ON this **th day of ,** BY **M/S SPRING INFRASTRUCTURES**, a partnership firm, having its registered office at CP-138, 3rd Floor, Viraj Khand, Gomti Nagar, Lucknow 226010 through its duly authorized partner **Mr. Jay Ram Jalan son** of Late K. N. Jalan permanent and present resident of **4/48, Gomti Nagar Extension, Behind Shipra Apartment, Sector-4, Vibhuti Khand, Gomti Nagar, Lucknow**, (hereinafter referred to as '**SELLER**') which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective successors-in-interest and assigns, of the **FIRST PART**;

That the seller has appointed Mr. Sudhakar Prasad Tiwari S/o Late Shitla Prasad Tiwari R/o D-201 2nd Floor Spring Greens Apartment, Faizabad Road, Near Indira Canal, Anaura Kalan, Lucknow U.P.-227105, to present

the sale deed for registration on behalf of seller through authenticated power of attorney which is registered in the office of sub registrar second Lucknow on dated _____ in Bahi no. ___ zilled no. ___ pages _____ to no. ___.

IN FAVOUR OF

MR. _____ son of Shri _____ **resident of, R/o** _____ (hereinafter referred to as the '**PURCHASER**').

The Seller and Purchaser used herein before shall mean and always mean and include their respective legal heirs, successors, administrators, executors and assignees.

WHEREAS the Seller is the owner of Plot No. **R-....**, situated at Spring Grand Khasra Nos. 430 & 431, at Village-Ahmamau, Gomti Nagar, Sector-7, Lucknow measuring **....00** sq. mtr. more specifically detailed in schedule of property given at the foot of this sale deed (hereinafter referred to as the '**SAID PROPERTY**').

AND WHEREAS the seller has purchased the said Khasra No **430** measuring **0.2193783** Hectare from its ex-owner through a registered sale deed dated **08/01/2014** vide Book No. **1** Jild **14822** at pages **331** to **358** serial No **242** registered in the office of Sub-Registrar-II, Lucknow & Khasra No **431** measuring **0.491** Hectare from its ex-owner through a registered sale deed dated **03/12/2014** vide Book No. **1** Jild **16170** at pages **277** to **304** serial No **20390** registered in the office of Sub-Registrar-II, Lucknow & Khasra No **431** measuring **0.021886** Hectare from its ex-owner through a registered Exchange deed dated **13/11/2020** vide Book No. **1** Jild **5285** at

pages 57 to 70 serial No 24959 registered in the office of Sub-Registrar, Sarojani Nagar & Khasra No 431 measuring 0.021886 Hectare from its ex-owner through a registered Exchange deed dated 13/11/2020 vide Book No. 1 Jild 5284 at pages 393 to 404 serial No 24954 registered in the office of Sub-Registrar Sarojani Nagar & Khasra No 431 measuring 0.070228 Hectare from its ex-owner through a registered Exchange deed dated 13/11/2020 vide Book No. 1 Jild 5285 at pages 13 to 28 serial No 24956 registered in the office of Sub-Registrar Sarojani Nagar & Khasra No 431 measuring 0.076 Hectare from its ex-owner through a registered sale deed dated 12/03/2014 vide Book No. 1 Jild 15071 at pages 199 to 214 serial No 4041 registered in the office of Sub-Registrar-II, Lucknow & Khasra No 431 measuring 0.101 Hectare from its ex-owner through a registered sale deed dated 05/09/2018 vide Book No. 1 Jild 346 at pages 285 to 298 serial No 4946 registered in the office of Sub-Registrar Sarojani Nagar & Khasra No 431 measuring 0.0892 Hectare from its ex-owner through a registered sale deed dated 02/09/2016 vide Book No. 1 Jild 18947 at pages 109 to 126 serial No 13614 registered in the office of Sub-Registrar-II, Lucknow & Khasra No 431 measuring 0.7098 Hectare from its ex-owner through a registered sale deed dated 11/12/2014 vide Book No. 1 Jild 16221 at pages 355 to 370 serial No 21133 registered in the office of Sub-Registrar-II, Lucknow & Khasra No 431 measuring 0.15114 Hectare from its ex-owner through a registered sale deed dated 17/06/2016 vide Book No. 1 Jild 18574 at pages 391 to 420 serial No 9498 registered in the office of Sub-Registrar-II, Lucknow & Khasra No 431 measuring 0.14215 Hectare from its ex-owner through a registered sale deed dated 09/08/2018 vide Book No. 1 Jild 204 at pages 301 to 318 serial No 2906 registered in the office of Sub-Registrar, Sarojani Nagar & Khasra No 431 measuring 0.0701 Hectare from its ex-owner through a registered sale deed dated 21/06/2019 vide Book No. 1 Jild

2225 at pages 31 to 46 serial No 16533 registered in the office of Sub-Registrar, Sarojani Nagar.

AND WHEREAS the layout plan has been duly sanctioned vide permit no. MAP- _____, dated _____.

AND WHEREAS the scheme so developed by the Seller, has been named as “Spring Grand”.

AND WHEREAS said M/s Spring Infrastructures Projects is duly registered with RERA Vide Registration No. UPRERA _____.

AND WHEREAS the seller as exclusive owner of the said property, which is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the plot detailed in the schedule of property to the Purchaser for a sale consideration of Rs. _____/- (Rupees _____ Only) by way of ABSOLUTE SALE.

AND WHEREAS the seller has already received the said consideration amount from the Purchaser, the receipts of which seller hereby acknowledges.

AND WHEREAS the purchaser prior to the execution of this deed has inspected all the documents and necessary papers regarding the title of the seller in respect of the property hereby sold and fully satisfied himself/herself/themselves regarding the ownership rights of the seller in the said Plot and right to transfer the said Plot and purchaser has also examined the quality of work, material, etc. used towards development and **PURCHASER** has no complaint in any respect including the plot area here by sold. Further the claim of compensation, if any, by the Purchaser in respect of the Plot being part of Spring Grand at Khasra nos. 430 & 431, at

Village-Ahmamau, Gomti Nagar, Sector-7, Lucknow, measuring about **21577.17 sq. mtr.** area hereby sold shall be deemed to have been waived.

NOW THIS SALE DEED WITNESSETH AS UNDER: -

1. That having received the said consideration amount Rs **...../- (Rs. _____/-** DD. No. _____ dated _____ Branch _____ Bank _____, _____ and Rs. _____/- via cheque no. _____ dated _____ Bank _____ dated _____ before execution of this deed) paid by the Purchaser, the receipt whereof is hereby acknowledged by the Seller, the Seller doth hereby sells, conveys and assigns absolutely to the Purchaser the said property mentioned above & all that it has including all rights of easement and appurtenances attached thereto; TO HOLD and possess the same unto and use and enjoy the same as absolute owner thereof free of all encumbrances whatsoever.

2. That Seller has handed over the vacant possession of the property mentioned above to the Purchaser with all it's rights and privileges so far held and enjoyed by the seller.

3. That the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser right of use and enjoyment of the property sold in any manner whatsoever.

4. That the property hereby sold is free from all sorts or encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is

neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the seller is pending in any court of law or with any authority.

5. That the purchaser and other occupants shall not keep or store or cause to be stored any objectionable articles, things, materials, and goods and shall not obstruct the ingress and egress of the other occupants.

6. That after handing over the possession of the Plot to the buyer, till the formation of society, the seller/Authorized Agency will be maintaining the main water and sewer lines and other common facilities leading to ingress and egress of the Plot, hereby sold, and all respective purchaser shall pay to the Seller/Authorized Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society all purchaser shall pay to the society.

7. It shall be incumbent on each Plot owner/occupant to join the Association & pay the requisite cost & charges to Association for maintenance of the **Spring Grand** & services therein and abide by the rules & regulations framed by the Association for smooth running & maintenance of the Colony. No sooner than the Association is formed & become functional, the Seller shall handover the maintenance liability to the Association along with balance amount of maintenance fund, if any.

8. The cost & expenses for any installation and special repairs such as repairing/repainting of exterior of the **Spring Grand** Colony, reboring or repair of the tube well, Underground Water Tanks (UGT) replacement & repair of common lighting, generator for lighting in common areas, services like drainage & sewerage, STP & external electrification, shall be borne &

paid by the purchaser, proportionate to the area transferred hereby, as may be decided by the Seller/ Authorized Agency nominated by the Seller.

9. The Purchaser further agreed to pay the enhanced cost of the maintenance charges as and when cost of maintenance increases keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by Seller/nominee to the Purchaser and on default of the Purchaser or failing or neglecting or refusing to make payments of the said maintenance charges, the Seller/nominee shall be entitled to recover the same along with interest on due sum.

10. That the right to use & enjoy the common services/facilities provided herein the **Spring Grand** Colony shall always be subject to up-to-date payment of maintenance charges & performing and observing the stipulations made by the Seller / Authorized Agency or the Association to be formed later. Any amount due as maintenance charges shall be charge upon Plot owned by the Purchaser in default. In case of consecutive default for more than two months when it is due, the Seller / Authorized Agency undertaking the maintenance shall have a right to suspend the common services / facilities till such time the dues are cleared along with interest as may be stipulated.

11. That the security & maintenance personnel are meant for Management of Affairs of the **Spring Grand** Colony, safety & security of equipments/plant & machinery installed in the **Spring Grand** Colony & its maintenance and in no case the security personnel & Seller be responsible for security of Purchaser & his belongings which shall be sole responsibility of the Purchaser.

12. That the Seller has made clear to the Purchaser that the **Spring Grand** Colony will be developed and completed in phases and the Seller shall be carrying out extensive development/construction activities for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz. electricity, water, sanitary/drainage system etc. of additional development/construction with the existing ones in the Project. The Purchaser undertakes not to make any objection or make any claim or default any payment as demanded by the Seller on account of inconvenience, if any, which may be suffered by him due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said. (The Purchaser also consents that if due to additional construction/development the green area etc. gets reduced then he shall not raise any objection in this regard against the Seller).

13. That the Commercial Plots area being part of approved layout of **Spring Grand**, the colony where the subject plots situate are the independent area and is not included as common areas & shall remain property of the seller or their nominee which shall not be handed over to the Association to be formed by and amongst the Residential Plot purchasers. The seller may construct in accordance with the Lucknow Development Authority By-laws, any constructions suitable on those plots kept for commercial purposes. No habitants of the colony and the RWA shall not raise any objection to the same in future times to come.

14. That the purchaser shall use the demised property for residential purposes only & shall not be allowed to carry out any commercial activity, business, hostels, in the demised premises and shall also not be doing or cause to be done any activity which may cause nuisance, annoyance to other occupants of the **Spring Grand** Colony. Any activity falling under the

aforesaid restrictions shall be liable to be removed at the cost & expenses of the purchaser. This shall be applicable to the subsequent transferee also.

15. That in case of keeping pets, the Purchaser shall abide by Municipal laws in this regard & shall exclusively be liable for any hurt caused by pet to any of the occupant or the visitor.

16. The purchaser shall not be encroaching any common area, including roads, parks etc which always will remain open and any encroachment thereon shall be unauthorized & be liable to be removed by the Seller / Authorized Agency at the cost of the encroaching purchaser without notice.

17. That for house construction activity whenever started by the purchaser shall be done in very neat and clean manner without disturbing in anyway the common passage / roads by collecting the building materials etc on the same. Any service connection like telephone, internet, DTH, Green Gas etc required by the Purchaser shall be after NOC from Seller/ Authorized Agency, at purchaser's cost & expenses without damaging the common area like parks, roads etc & other services provided in the **Spring Grand Colony**. However, Seller/Association reserves the right to deny such connection whereby common area & services may be disturbed/ damaged.

18. That all the expenses for execution and registration of this deed have been borne & paid by the purchaser.

19. That the Seller has provided all the internal facilities like Road, Water, Sewer etc. within the Colony. The external services are to be provided by the respective Civic Authorities which is beyond the control of the Seller. The internal services provided by the Seller, are to be synchronized with the external services to be provided by the Civic Authorities. However, in the event of delay on part of Civic Authorities to provide external services, the

Purchaser undertakes not to hold the Seller responsible for such delay & its consequential effects.

20. That the vacant possession of the property hereby sold has been delivered by the Seller to the Purchaser with all rights of easement, privileges so far held and enjoyed by the Seller to hold and enjoy the same by the PURCHASER free from all sorts of encumbrances.

21. That the purchase hereby agreed to abide by the building rules, municipal bylaws and regulation as may be framed from time to time in future.

22. That the purchaser shall be liable to pay Interest Free Maintenance Fund **(IFMS)** to the seller. Amounts collected through the purchaser for IFMS by the developer will be handed over to the RWA (Registered) whosoever comes into existence in near future as Corpus fund. In case the RWA (Registered) would not come into existence in near future; in that eventuality the developer reserve the right to utilize the IFMS fund for up-keeping/ maintaining the **Spring Grand** residential Colony.

23. That the purchaser further agrees to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the Seller/Authorized Agency to the purchaser and on default of the purchaser or failing or neglecting or refusing to make payments of the said maintenance charges, Seller/Authorized Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser.

24. That before transfer of the said property either by purchaser or any of their transferee(s), the purchaser or any of his transferee(s) shall have to

obtain the 'No Dues Certificate' from the Seller/Authorized Agency/Society' who are maintaining the aforesaid project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the purchaser or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the Seller/Authorized Agency/Society then in that event the new owner of owners of the said property has to pay all the outstanding dues regarding the maintenance charges, and other charges, which are payable in respect of the said property, to the Seller/Authorized Agency.

25. That the purchaser shall take his own electric connection from Lucknow Electric supply undertaking and purchaser shall obtain a "No Objection Certificate" from the seller for its purpose.

26. That all taxes, charges, assessment as levied or may be levied by the Civic authorities, Nagar Nigam, or any lawful Authorities upon the property hereby transferred shall be borne & paid by the purchaser from the date of levy including the house, municipal & water tax.

27. That the area of the plot hereby sold is sq. ft. = sq. mtr. the market value whereof for the purposes of stamp duty as per rates fixed by Collector Lucknow @ Rs. 7500/- per sq. mtr. comes to Rs./- only. There is no construction on the said plot. Actual sale consideration of Rs./- (Rupeesonly), hence stamp duty of Rs./- has been paid as per G.O. No. S. V. K. N.- 5-2756/11-2008-500(165)/2007 dated 30.6.2008 vide E-Stamp Certificate No. IN-UP_____dated _____-2021.

28. That the front color scheme and plinth level (which is 450 mm above the road level in-front of the plot) of the building to be constructed by purchaser on the plot hereby sold shall be as per color approved by the Developer/Seller.

29. That the expressions “**Seller**” and the “**Purchaser**” hereinbefore used unless repugnant to the context mean and shall always mean and include their respective heirs, successors, legal representatives and assignee's.

IN WITNESS WHEREOF WE the above-named Seller and the Purchaser have put our respective hands and thumb impressions to these presents on the date, month and year mentioned first above.

SCHEDULE OF PROPERTY

Plot No. R-....., “**Spring Grand**” situated at Land Khasra Nos. 430 & 431, at Village-Ahmamau, Gomti Nagar, Sector-7, Lucknow measuring **.00** sq. mtr., and bounded as below: -

EAST	:
WEST	:
NORTH	:
SOUTH	:

WITNESSES: -

Signed for & on behalf of

1. **MR.**
S/o Shri
R/o

SELLER
(ACJFS1880M)

2. **MR.**
S/o Shri
R/o

PURCHASER
(XXXXXXXX)

Drafted By:
Typed by: