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**SALE DEED**

THIS NON-JUDICIAL STAMP PAPER IS PART AND PARCEL OF THE SALE DEED IN FAVOUR OF MR. \_\_\_\_\_ FOR FLAT NO. \_\_\_\_\_ TYPE/ CATEGORY- \_\_\_\_\_ **IN EMERALD GARDENS** SITUATED AT, **E1,GH-1,Amrapali Road, Hardoi Road, Lucknow-226003.U.P.**

Stamp: Rs \_\_\_\_\_/-

**SALE DEED**

Nature of Land : Residential  
Pargana :  
Mohalla :  
Detail of Property :  
Flat No.  
Category of Flat  
Built-up Area : \_\_\_\_\_ Sqr.Mtr.  
Super Area : \_\_\_\_\_ Sqr.Mtr.  
Road :  
Type of Property : Residential  
Construction Year : New  
Consideration : Rs. \_\_\_\_\_/-  
Valuation : Rs. \_\_\_\_\_/-

**BOUNDARIES OF THE PROPERTY**

NORTH

SOUTH

EAST

WEST

**NAME OF SELLER**

**Earthcon Constructions Private Limited, a company incorporated under**



heirs, executor, administrators, legal representative and assigns, of the  
**SECOND PART;**

**WHEREAS:**

**A.** ECPL is the absolute and lawful owner of group housing plot no. E1, GH-1, Amrapali Yojna, Hardoi Road, Lucknow, U.P.-226003 admeasuring 24355.22 Square Meters (herein “**Said Plot**”), situated at Hardoi Road, Tehsil \_\_\_\_\_ & District-Lucknow, Uttar Pradesh, *vide* Sale Deed dated 24-09-2011 registered as documents no. 12001 at the office of the concerned Sub-Registrar - \_\_\_ Lucknow.

**B.** The Said Plot is having land admeasuring 24355.22 Sqr.mtr., which is owned by Earthcon Constructions Pvt.Ltd. (hereinafter referred as to “**PROMOTER**”). The Project comprises of residential flats, group housing, commercial area etc.

**C.** The Promoter is now developing a group housing project under the name of “**Emerald Gardens**” (“**Project**”) on the said plot. The Project is comprising of 5 blocks having 549 apartments and 15 shops which are duly approved by Uttar Pradesh Awas Evam Vikas Parishad, Lucknow vide Permit No. 3411/C.A.P./dated 09-10-2024.

**D.** The Purchaser named above, applied to the ECPL for allotment of a Flat/Unit No. bearing No. \_\_\_\_\_ Type/Category \_\_\_\_\_, Block no \_\_\_\_\_ having a Super Area measuring \_\_\_\_\_ sqr.mtrs. and Built area \_\_\_\_\_ sqr.mtrs.(\_\_\_\_\_ Sqr.ft.) \_\_\_\_\_ Carpet area \_\_\_\_\_ sqr.mtrs. and Built area \_\_\_\_\_ sqr.mtrs. (\_\_\_\_\_ sqr.ft.) on the \_\_\_\_\_ floor (hereinafter referred to as “**Flat**”), situated in within the project. Pursuant whereof the flat was allotted to the purchaser together with the right to use the common areas & facilities of the project including all easementary rights attached thereto, for the consideration and on the terms and conditions contained in the Agreement for sale dated (hereinafter referred to as “**ATS**”).

**E.** The Purchaser has confirmed that he/she is fully satisfied in all respects with regard to the right, title and interest of the ECPL/Seller in the Project/Said Flat and has understood all limitations and obligations of the Seller in respect thereof.

**F.** The Purchaser has paid the entire sale consideration as per the terms of payment plan contained in ATS in respect of the Said Flat. The Purchaser

through physical inspection of Said Flat has satisfied himself/herself/themselves with the workmanship, quality of construction, material fixture and fittings, provisions of services provided in the Said Flat/Project and such as the Seller is now executing the present deed of sale and transfer of the Said Flat to the Purchaser in terms hereof.

**NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:**

1. That in pursuance of the ATS and in consideration of the amount of **Rs. \_\_\_\_\_/- (Rs \_\_\_\_\_ Only)**, paid by the Purchaser, the receipt whereof the Seller hereby admits and acknowledges, and the Purchaser agreeing to observe and perform the terms and conditions herein contained and as contained in the ATS, referred in the recitals hereinabove, and undertaking to pay such further amount, as may at any time hereto after become payable in terms hereof. The Seller, by virtue of this Sale Deed doth hereby sell, convey, assure, assign and transfer to the Purchaser the Said Flat, more particularly described in Schedule-1 hereunder written, and for greater clarity delineated on the plan attached hereto, together with the right to use the common areas & facilities of the Project including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the said flat, to have and to hold the same unto and to the use of the Purchaser absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants herein contained.

2. That the vacant and peaceful possession of the Said Flat is delivered to the Purchaser on the date of execution of this Sale Deed. The Purchaser has taken the possession of the Said Flat after having inspected and fully satisfied himself/herself/itself about all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and/or provided therein, and all other facilities/services rendered or to be rendered in the project. The Purchaser hereby confirms to ECPL/Seller that he/she has/have no issue/dispute in relation to the Said Flat.

3. That the Said Flat hereby sold, conveyed an assured under this Deed is free from all encumbrances, liens or charges (except those created on request of the Purchaser to obtain loan for purchase of this Said Flat), transfers, easements, liens, attachments of any nature whatsoever and the Seller have unencumbered, good, marketable and transferable rights/title in this Said Flat

to convey, grant, transfer, assign and assure the same unto the purchaser in the manner aforesaid.

4. The Purchaser shall have no ownership or claim over in respect of any open spaces, parking spaces, commercial areas/convenient shopping, and other units constructed as required/permitted by UPAVP/competent authority and all such areas which have not been specifically sold or which do not form part of the common areas set out in the Deed of Declaration. Such area shall remain the property of the Seller, who shall be free to deal with these in accordance with law. The Purchaser shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any commercial units or commercial development/convenient shopping, or any other construction as is required/permissible by UPAVP/competent authority which are not part of the common areas or the common services.

5. The Purchaser acknowledge that the Carpet area of the Flat is computed as per the provision of the Real Estate (Regulation and Development) Act, 2016 and it means the full covered area within the 4 walls inclusive of the area under the periphery walls, areas under columns and walls within the Said Flat, half of the area of the wall common with other/flat adjoining the flat and 100% of non-common walls.

6- That the Purchaser shall not raise any construction temporary or permanent in the balconies/terraces/open spaces (if attached to the Said Flat) or make any alteration or addition, otherwise than provided herein.

7. That the Purchaser may undertake minor internal alterations in the Said Flat with the prior written approval of ECPL. The Purchaser shall not be allowed to affect any of the following changes alterations:

i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of any part of building, wherein Said Flat is located/adjacent property. In case damage is caused to building, wherein Said Flat is located/adjacent property or common area, the purchase shall get the same repaired at his/her/its own cost and expenses.

ii) Changes, that may affect the facade of the Said Flat (e.g. changes in windows, tempering with external treatment, changing the paint colour of balconies and external walls, covering of balconies and terraces with permanent or temporary structures, hanging etc.

8. That the Said Flat shall not be subjected to partitions or sub-division at any stage of time by the Purchaser or any person claiming through the Purchaser, which shall however be transferable as an incidental interest to the super

structure transferred hereby. This condition shall be applicable on subsequent transferee(s) as well.

9. That the Purchaser for the purpose of availing the maintenance services in the Project, executed a maintenance agreement with ECPL for the maintenance and upkeep of the Said Flat/Project (herein '**Maintenance Agency**'). The Purchaser agrees to abide by the terms and conditions of the maintenance agreement and to promptly pay all the demand/s, bills, and charges as may be raised by ECPL/Maintenance Agency from time to time. Default in payment towards the maintenance bills, other charges on or before due date, shall entitle and the ECPL/Seller/Maintenance Agency to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement.

10. That the security & maintenance personnel are meant for management of affairs of the Project and safety, security and maintenance of equipment/plant & machinery installed for the common areas and facilities in the Project. In no case the Seller/ECPL/Maintenance Agency/Security Personnel shall be responsible for safety & security of property/belongings of the Purchaser and his/her/their visitor. The safety and security of property/belongings of the Purchaser and his/her/their visitor shall be sole responsibility of the Purchaser.

11. That the Purchaser shall from time to time and at all times, pay directly to the ECPL/Seller, local or statutory authority, (as the case may be) all rates, taxes (including but not limited to municipal tax, property tax, water charges, sewage tax), charges and assessments of every description which are assessed, charged, levied or imposed now or may be levied, imposed in future or retrospectively upon the Project/Said Flat hereby transferred.

So long as each flat in the Project is not separately assessed for the taxes, charges etc. the Purchaser shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, on pro rata basis to the ECPL/Seller/Maintenance Agency.

12. That the Purchaser shall at its own apply and bear all cost, securities & expenses for obtaining service connections like telephone, electricity and other utilities including security deposit for sanction and release of such connections without causing damage to the facade of Said Flat or inconvenience to the tenant(s)/occupant(s) of the Project/neighbourhood. ECPL has provided power backup to the Said Flat through a separate metering system. The Purchaser shall pay proportionate running cost of power backup

system at such rates, taxes, levies, service charges etc. as may be determined by ECPL/Seller/Maintenance Agency.

13. That the Purchaser shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Said Flat hereby conveyed to any person(s) provided that the Purchasers shall prior to selling/transferring the Said Flat shall obtain a No Objection/No Dues Certificate as regards clearance/ payment of outstanding maintenance charges/other dues from ECPL or the Maintenance Agency and make payment of such administrative charges to ECPL as may be prescribed in this regard. In case Said Flat is sold/transferred without seeking NOC from ECPL/Maintenance Agency any amount due towards maintenance shall be payable by the subsequent transferee.

14. That the Purchaser, whenever transfers the Said Flat in any manner whatsoever, all the terms and conditions ATS, this sale deed, maintenance agreement, possession documents and this deed shall be mutatis mutandis applicable and binding upon the transferee(s), and he/she/they shall be liable and answerable in all respects thereof.

15. That a) The Purchaser shall use the Said Flat for residential purpose and shall not carry on or permit to be carried on, in the Said Flat any trade or business whatsoever or to do or suffer to be done therein and act or thing whatsoever which in opinion of the ECPL/Seller may be a nuisance, annoyance or disturbance to the other owners of the Project and persons living in the neighbourhood.

b) The Purchaser shall abide by all the directions, rules and regulations made by the ECPL/Maintenance Agency/Competent/Municipal authority now existing or hereinafter to exist so far as the same or incidental to the possession of immovable property or so far as it affects the health, safety or convenience of other inhabitants of the Project.

16. That the storage spaces if any, car parking space, private lawn/side terraces/roof terraces of the Project are Independent Area and the common areas (open and covered) of commercial complex are Limited Common Areas within the meaning of U.P. Apartment (Promotion of Construction, Ownership & Maintenance Act), 2010 and the Purchaser shall not raise any dispute, claim against ECPL/Seller in this regard in any manner, whatsoever. The right, interest and ownership of the commercial area as well as Car parking space situated in the complex shall vest with the ECPL/Sellers and the Purchaser shall not have any right to interfere in the manner of

booking/allotment/Sale/allocation of the same in any manner, whatsoever. It is clarified that commercial area in the complex is the private area.

17. That the Purchaser shall not have any right, interest etc. in any community facilities, commercial premises, club etc, constructed in the Project. ECPL shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper and the Purchaser shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises, club etc. to any person/s and also in their operation and management by ECPL/Seller.

18. The ECPL has developed a club in the project name “\_\_\_\_\_” ECPL/Seller or their nominee shall have absolute right to operate/run the aforesaid club along with its fixtures & fitting and equipment etc on such terms it deem fit and proper till the time same is not handed over to the Residents’ Welfare Association of allottee/s.

19. a) That all the facilities and amenities in the Project will be developed/provided in phases. The completion of construction/provision of all these facilities/amenities may go as long as the completion of the entire Project and therefore any/all these facilities/amenities may not be available at the time of handing over possession of the Said Flat hence no dispute, claim etc shall be raised by Purchaser in this regard.

b) The Purchasers shall not at any stage of time object any permissible construction & development being carried out or to be carried out by ECPL/Seller in the Project as per the norms. If at any state further extension of the Project becomes permissible, then the Seller shall have the sole right to construct, developed and dispose of the same.

c) ECPL/Seller shall have the right to connect/link the amenities/facilities viz. water, sewer, electricity, drainage system etc of Project, complex and future construction with the exiting services/amenities in the Project as per the norms.

d) The Purchaser shall not encroach any common area & stairs etc of the Project and shall also have no right to use the facilities and services not specifically permitted to be used. Any encroachment upon balcony(s), common area & like lobby, corridor, stairs etc shall be unauthorised & be liable to be removed by the ECPL/Seller/Maintenance Agency or the association of allottee at the cost of the Purchaser.

20. That one Car Parking Space is allocated/attached with the Said Flat and the Purchaser shall park his/her vehicle in the attached/allocated parking space

and no construction of whatsoever nature shall be allowed to be made on the parking space.

21. The Purchaser shall insure the Said Flat including the contents lying therein at his/her/their own cost and expenses. The Purchaser shall not keep any hazardous, explosive, inflammable material in the Said Flat. The Purchaser shall not be liable for any loss, theft, or damage to personal property within the Said Flat, including but not limited to any items owned by the Purchaser or of his/her/their guests. The Purchaser acknowledges the ECPL/Seller is/are not responsible for any theft or damage occurring within the Said Flat, and ECPL/Seller shall not be held accountable for any claims or actions arising from such incidents. The Purchaser shall always keep ECPL/Seller or association of allottee/society harmless and indemnified against any civil or criminal liabilities in respect to thereof.

22. Unless otherwise specifically designated for the exclusive use of the Said Flat, the Seller shall retain full ownership and the exclusive right to use the terraces of the various structures, towers, and buildings within the Project. The area of these terraces is not included in the area of the Said Flat. ECPL/Seller shall have the sole right to lease, rent, or otherwise use any part of these terraces for any purpose, including, but not limited to, the installation and operation of antennas, satellite dishes, communication towers, other communication equipment, or for advertising purposes. The Purchaser shall have no right to object to or prevent such uses.

23. The Purchaser shall not cover or construct on the balcony(ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever. The Purchaser shall not under any circumstances whatsoever, do, allow or permit any remodelling, alteration, variation, change or build upon the look, colour, design, texture, fixtures, materials or any combination thereof comprising the exterior of facade of the buildings of the Said Flat. The Purchaser shall not under any circumstances do or allow any alteration/modification/changes to the structure or layout within the Said Flat.

24. The ECPL/Seller has provided/made provisions for basic internal services like, internal electrifications etc. However, these services are to be joined with the external services provided by UPAVP, & other local bodies. The Purchaser acknowledges and confirms that the time frame, and quality of infrastructure facilities to be provided by the Government of Uttar Pradesh/Uttar Pradesh Awas Evam Vikas Parishad/other Competent Authority (ies) in the Project are beyond the control of the Seller and the Purchaser agrees not to raise any claim or dispute against the Seller in respect of the infrastructure facilities as aforesaid

to be provided by the public agencies. Further, the Purchaser explicitly agrees that any lack in performance of the internal services viz sewer, drainage etc within the Project caused by lack or inadequate support of the external services with Nala, trunk sewer etc to be provided by Local Authorities/public agencies shall not be Seller/Maintenance Agency's responsibility.

25. That the Purchaser shall indemnify and hold the Seller harmless 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 ECPL/Seller/Maintenance Agency/other occupants of the Project, by reason of any breach, non-observance, non-performance of the conditions contained herein and/or due to non-compliance with any rules & regulation and/or non-payment of municipal taxes, levies, charges and other outgoings.

26. That all the expenses for execution and registration of this sale deed have been borne & paid by the Purchaser.

27. That the Said Flat hereby is super structure is situated in a Project has newly been constructed is in exclusive possession of the Seller prior to the execution of sale deed. The Said Flat transferred herein is for residential use situated at \_\_\_\_\_ floor having \_\_\_\_\_ square metre of built-up area. The valuation whereof @Rs \_\_\_\_\_/- per square metre of built-up area works out to be Rs. \_\_\_\_\_/-.

That the total area of the land involved in the Project is \_\_\_\_\_ square metre and the total built up area of the Project is \_\_\_\_\_ square metre and the built-up area of the Said Flat is hereby transferred is \_\_\_\_\_ square metre, therefore, the Purchaser shall be having proportionate and undivided interest in \_\_\_\_\_ square metre of the land. The valuation whereof @ Rs. \_\_\_\_\_ square meter of the land area works out to be Rs. \_\_\_\_\_ on addition of \_\_\_\_\_ % extra of being situated on road \_\_\_\_\_ metre wide. The valuation of the proportionate land works out to Rs. \_\_\_\_\_/-

Now on adding the valuation of the built up area and the proportionate land area the total valuation of the Said Flat is hereby transferred works out to Rs. \_\_\_\_\_. The Said Flat being situated on \_\_\_\_\_ floor, therefore, on availing a discount of %. The total valuation of the Said Flat is hereby transferred works out Rs. \_\_\_\_\_. The sale consideration of the property is Rs. \_\_\_\_\_. Thus the valuation/sale consideration is the highest value for the purpose of payment on stamp duty on which a sum of Rs. \_\_\_\_\_ has been paid by the Purchaser as stamp duty.

## **SCHEDULE OF SAID FLAT**

Flat No. \_\_\_\_\_ situated on \_\_\_\_\_ floor of Tower No. \_\_\_\_\_ at Plot No. \_\_\_\_\_, Lucknow along with proportionate and undivided interest in \_\_\_\_\_ M land underneath and appurtenant of the Project more specifically demarcated in the plan bounded as under:

EAST

WEST

NORTH

SOUTH

In witness whereof, the Seller and Purchaser have put their respective signatures and executed of transfer on the day, month & year first above written.