

**DETAILS OF INSTRUMENT IN SHORT**

Ward	:	Ibrahimpur
Mohalla	:	Sector-12 Vrindavan Yojana
Details of Property	:	Plot No.xxx

Standard of measurement	:	Sq. Mtrs.
Area of Property	:	200.00
Type of Property	:	Land
V-Code	:	0012
Consideration	:	Rs. xxxxxxxx/-
Valuation	:	Rs. xxxxxxxx/-
Stamp Duty paid	:	Rs. xxxxxxxx/-
<b>Boundaries</b>	:	
North	:	Plot No. xxx
South	:	Plot No. xxx
East	:	7.5 meter wide Green Belt
West	:	9.0 meter wide Road
No of persons in first part (1)		

**Details of SELLER :**

**KAHLON SAHKARI AVAS SAMITI LTD., a society registered under the Co-operative Societies Act, having its registered office at Village Barauli Khalilabad, P.O. Uttratia, Lucknow through its Secretary Gurbachan Singh son of Kulwant Singh resident of Singar Nagar, Baarat Ghar, Alambagh, Lucknow**

No. of persons in second part (1)

**Details of PURCHASER :**

.....  
.....  
...

**SALE DEED**

**THIS SALE DEED MADE ON this xx day of mm, yyyy BY KAHLON SAHKARI AVAS SAMITI LTD., a society registered under the Co-operative Societies Act, having its registered office at Village Barauli**

**Khalilabad, P.O. Uttratia, Lucknow through its Secretary Gurubachan Singh son of Kulwant Singh resident of Singar Nagar, Baarat Ghar, Alambagh, Lucknow (PAN: xxxxxxxx) (hereinafter referred to as the 'SELLER') IN FAVOUR OF**

.....  
.....

**(hereinafter referred to as the 'PURCHASER').**

**WHEREAS** the seller is the exclusive owner of Plot more specifically detailed in the schedule of property given at the foot of this deed.

**AND WHEREAS** the seller is the recorded owner of Land comprising of Khasra Nos. 182/3, 167/1, 152, 851/4, 857, 189/1, 315, 316, 318, 130/1, 221,

313, 314, 318 Min. total measuring 12.9090 Hectare situated at Village Barauli Khalilabad, Pargana Bijnore, Tehsil & District Lucknow having duly purchased the same from Farmers.

**AND WHEREAS** the said land was acquired by Housing Board for its Vrindavan Yojana Scheme-3 vide notification dated 11.11.1999 U/s 28 and notification dated 27.02.2004 U/s 32 of U.P. Avas Evam Vikas Parishad Adhiniyam, 1965.

**AND WHEREAS** ultimately 86,790 Sq. Mtrs. of land in Sector-12 of Vrindavan Yojana was released by U.P. Avas Evam Vikas Parishad as per agreement duly executed between U.P. Avas Evam Vikas Parishad and Seller on 21.03.2015.

**AND WHEREAS** the layout has been duly approved by U.P. Avas Evam Vikas Parishad Lucknow vide Permit No. 856 dated 01.05.2015.

**AND WHEREAS** the seller agreed to sell, transfer and assign absolutely the said plot to the Purchaser for a consideration of Rs. xxxxxx/- Only () free of all encumbrances whatsoever.

**AND WHEREAS** the seller has received the said consideration amount from the Purchaser in the manner as per details given below :-

- (i) Rs.xxxxxx/- only through Cheque No. xxxxx dated DD.MM.YYYY from Bank....., Lucknow

**NOW THIS SALE DEED WITNESSETH AS UNDER:-**

1. That having received the said consideration amount in the manner detailed above, the seller doth hereby sells, conveys and assigns absolutely to the Purchaser the said plot mentioned above and 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 from all encumbrances whatsoever.
  
2. That the seller has handed over the vacant possession of the plot mentioned above to the

Purchaser with all its rights and privileges so far held and enjoyed by the seller.

3. That prior to the execution of this deed the Purchaser 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 regarding the ownership rights of the seller in the said plot of land.
4. That if any person claims through the seller any right or privileges in respect of the property mentioned above, it shall be rendered illegal and void by virtue of the present sale deed.

5. That till the formation of Residents Welfare Association/Society, the maintenance of the project 'Kahlon Garden City' including the water main, sewer lines, common parks, roads etc., and other common facilities leading to ingress and egress of the plot, hereby sold shall be done by seller, and the Purchaser shall pay to the seller towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the Welfare Association the Purchaser shall pay to the Welfare Association.
  
6. 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 view the actual cost of maintenance, for which the necessary notice will be given by the Kahlon Sahkari Awas Samiti to the Purchaser and on default or failing or neglecting or refusing to make Payments of the said maintenance charges, the seller/the Society/Association maintaining the project shall be entitled to recover the same through Court of Law at the cost of the PURCHASER.

7. That besides above if the PURCHASER fails or neglects or refuses to make payment of the aforesaid maintenance charges, then the Kahlon Sahkari Awas Samiti will be entitled to

disconnect the water supply to the property hereby sold and after payment of defaulted amount all services to be restored.

8. That the Purchaser shall necessarily have to become a member of Kahlon Sahkari Awas Samiti and also the Residents Welfare Association as and when formed and also abide by the bye laws as framed from time to time.
9. That before transfer of the said plot of land/property either by PURCHASER or any of his/her transferee, the PURCHASER or any of his transferee shall have to obtain the 'No Dues Certificate' from the seller and subsequently from the Residents Welfare Association/Society,

maintaining the aforesaid project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the PURCHASER or any of his transferee(s) transfer the said property without obtaining the said 'No Objection Certificate' from seller and subsequently from the Residents Welfare Association/Society then in that event the new owner or owners of the said property shall have to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the 'Kahlon Sahkari Awas

Samiti' or the Residents Welfare Association/  
Society.

10. That the plot hereby sold shall be used by the PURCHASER for residential purposes only and any construction thereon shall be made strictly as per the sanctioned map from UP Avas Evam Vikas Parishad/Authority concerned and in no case the PURCHASER shall change the same and use it for purposes other than residential.
  
11. That the PURCHASER shall have no right to encroach upon the green belt specifically demarcated which is part of the common area in future in any manner by making temporary or permanent construction or install any kind of

structure etc. or make hedges or stop the movement of other people or fell trees. Failure to abide with this condition shall attract strict penalty including rendering the sale deed to be in effective.

12. That the PURCHASER shall take its own electric connection from Lucknow Electric supply undertaking and will pay for the electricity so consumed to the Concerned Authority. The PURCHASER shall obtain a "No Objection Certificate" from the seller for the said purpose on payment of charges for such NOC.
13. That all taxes including House Tax and Water Tax etc. in respect of the plot transferred under

this deed shall be borne and paid directly to the concerned authorities by the PURCHASER. The seller will not be responsible in any manner.

14. That except ownership rights in the said plot of land hereby sold, the PURCHASER shall have no claim, right, title or interest of any kind in respect of any open land. However, the PURCHASER of the said property shall have the right to use all common facilities except as hereinabove provided. The PURCHASER shall have no claim against the seller in respect of any item of work, material and installations etc. in the said property hereby sold.

15. That in case any further additional development charges, cess fees etc. are demanded after possession of the plot by or are found payable to any Govt. Authority in respect of the aforesaid plot of land due to statutory requirement, the same shall be paid directly to UP Awas Evam Vikas Parishad or such other Govt. Authority or on such demand by the PURCHASER only and the seller shall not be liable to pay the same.
  
16. That the membership of the club which is being constructed in the said project is not automatic and shall be available on request from them on payment of charges which will be decided from time to time and as per their discretion.

17. That the area of the plot hereby sold is 00.00 sq. mt. the market value whereof for the purposes of stamp duty as per rates fixed by collector Lucknow is Rs. 00,000/- per sq.mt. which comes to Rs 00,00,000/- only. There is no construction on the said plot. It is not on any segment Road. Thus Stamp duty of Rs. XXXXXX/- is being paid.
18. That the expenses for stamp duty and registration charges etc. payable in respect of this sale deed have been exclusively borne by the Purchaser.
19. That the expressions "SELLER" and the "PURCHASER" hereinbefore used unless repugnant to the context means and shall always

mean and include their respective heirs, successors, Legal representatives and assigns.

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**

Freehold Plot No.XXX, situate at **Kahlon Garden City**, Sector-12, Vrindavan Yojana, Lucknow, measuring 00.00 Sq. Mtr. and bounded as below:-

North : Plot No. XXX

South : Plot No. XXX

East : 7.5 meter wide Green Belt

West : 9.0 meter wide Road

**WITNESSES:**

1.

**SELLER**

2.

**PURCHASER**

Drafted by :

Typed by :

Advocate  
Civil Court, Lucknow.

Civil Court, Lucknow

**PHOTOGRAPH**

Plot No. XXX, situate at **Kahlon Garden City**, Sector-12, Vrindavan Yojana, Lucknow

**SELLER**

**PURCHASER**