

DETAILS OF INSTRUEMENT IN SHORT

Ward	:	Sharda Nagar
Mohalla	:	Ratan Khand, Sharda Nagar Yojana
Details of property	:	Shop No.of the building known as “Sai Mukut Bazaar” constructed over Plot Nos. CP-2/2
Standard of measurement	:	Square Meter
Carpet Area	:	
Consideration	:	
Valuation	:	
Stamp duty	:	
Boundaries	:	

East :
West :
North :
South :
No. of persons in First Part (1)
<u>Details of Seller :</u>
RAMSAAI REAL ESTATE PVT.LTD., a Company registered under the Companies Act-2013 having its registered office at CP-2/2, Ratan Khand, Sharda Nagar Yojana, Lucknow through its Directors (1) MR. MAYANK AGARWAL (D.O.B. 22.08.1982) (Aadhar No. 849870034902) son of Sri Dinesh Chandra Agarwal permanent and present resident of 141, Eldeco Green, Gomti Nagar, Lucknow (2) SMT. SEEMA YADAV (D.O.B. 09.05.1951) (Aadhar No.) daughter of Mohd. Rizwan Khan permanent and present resident of 1/327, Vibhuti Khand, Gomti Nagar, Lucknow
No.of persons in Second Part (1)
<u>Details of Purchasers</u>
(1)(DOB) (Aadhar No. son of, AND residents of 651, Sector-M, Ashiyana, Lucknow

SALE DEED

THIS SALE DEED MADE on this day of**BETWEEN**

RAMSAAI REAL ESTATE PVT.LTD., a Company registered under the Companies Act-2013 having its registered office at CP-2/2, Ratan Khand, Sharda Nagar Yojana, Lucknow through its Directors (1) MR. MAYANK AGARWAL (D.O.B. 22.08.1982) (Aadhar No.

849870034902) son of Sri Dinesh Chandra Agarwal permanent and present resident of 141, Eldeco Green, Gomti Nagar, Lucknow (2) SMT. SEEMA YADAV (D.O.B. 09.05.1951) (Aadhar No.) daughter of Mohd. Rizwan Khan permanent and present resident of 1/327, Vibhuti Khand, Gomti Nagar, Lucknow (hereinafter referred to as the “SELLER”).

IN FAVOUR OF

(1) (DOB) (Aadhar No. son of, residents of 651, Sector-M, Ashiyana, Lucknow (hereinafter referred to as the **PURCHASERS**).

WHEREAS the seller is the absolute owner of Shop No.onof the building known as “Sai Mukut Bazaar” constructed over Plot No. CP-2/2 more specifically detailed in the Schedule of Property given at the foot of this deed.

AND WHEREAS initially Ambey Enterprises purchased Freehold Plot No. CP-2/2, situated at Ratan Khand, Sharda Nagar Yojana, Lucknow measuring 2620.40 Sq. Mtr., from Lucknow Development Authority, Lucknow through a registered sale deed dated 25.11.2009

vide Book No. I, Zild 10710, at Pages 87/238, at Serial No. 14018 on 25.11.2009, registered in the office of Sub-Registrar-I, Lucknow.

AND WHEREAS the said Ambey Enterprises purchased additional area measuring 36.55 Sq. Mtr. in respect of the said plot from Lucknow Development Authority, Lucknow through a registered sale deed dated 30.07.2010 vide Book No. I, Zild 11838, at Pages 317/336, at Serial No. 14175 on 31.07.2010, registered in the office of Sub-Registrar-I, Lucknow.

AND WHEREAS said Ambey Enterprises sold the said plot total measuring 2656.95 to the seller through a registered sale deed dated 02.08.2013 vide Book No. I, Zild 16399, at Pages 267/288, at Serial No. 19835 on 22.10.2013, registered in the office of Sub-Registrar-I, Lucknow.

AND WHEREAS as per terms of the scheme the building plan was sanctioned by the Lucknow Development Authority vide Permit No. 38885 dated 30.09.2015.

AND WHEREAS the seller got constructed a multi-storied building complex and named it as "SAI MUKUT BAZAR" on the said Plot.

AND WHEREAS purchasers approached the seller for purchase of said Shop and offered a sum ofonly (..... only) as consideration thereof besides GST etc, which offer was accepted by the seller subject to terms & conditions hereinafter mentioned.

AND WHEREAS the purchasers has already paid the said consideration amount to the seller alongwith GST/Service Tax before the execution of this sale deed as per details given in the schedule of payment.

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 purchasers the said property 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 possession of the property mentioned above to the purchasers with all it's rights and privileges so far held and enjoyed by the seller to HOLD and enjoy the same forever free from all encumbrances whatsoever.
3. That the purchasers has examined and verified all the original documents of titles and other original relevant papers/documents/ approved maps/letters issued from Lucknow Development Authority, Lucknow till the date and has received Photostat copies of all said documents etc. and has fully acquainted himself about the title and quality of construction, building plans, rights of the seller/owner, as per documents and all other aspects in respect of the aforesaid building complex.
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 and if the Purchasers is deprived of the said property or any portion of the property mentioned above or any proprietary right therein by reason of any defect in the title, the seller undertakes to indemnify the Purchasers to the extent of such loss or losses as the case may be.

5. That the common facility area shall neither be claimed for exclusive use nor obstructed by the Purchasers.
6. That the Purchasers shall not make any addition or alteration, However internal temporary partition may be effected and that too without causing damage to the other parts of the building.
7. That the purchasers shall also not obstruct the common doors/passages etc.
8. That the common passage, stairs, space and areas shall be used and remain common between and amongst all the owners and legal occupants of the complex without any rights to block any part. The four walls and the ceiling of the shop hereby sold shall be kept and maintained by the purchasers intact.

9. That the common walls of the shop hereby sold shall be shared equally by owners of adjoining shop.
10. That the purchasers shall neither throw nor allow to accumulate any dirt, rubbish, rag or other refuse in the compound lobby or in any other portion of the building.
11. That the building shall always be known by the name of "Sai Mukut Bazaar" and the said name shall never be changed or modified in any way.
12. That the purchasers hereby undertakes to pay all proportionate local property taxes such as House tax, water tax, swear tax etc. till separate number is allotted by the local body i.e. Lucknow Nagar Nigam, Lucknow Jal Sansthan and thereafter shall pay and discharge in time, all such taxes imposed and/are to be imposed by the local authorities and shall also pay and discharge regularly the entire electricity dues to L.E.S.A. or the Builder/Seller or any other authority as the case may be but entire taxes and all types of liabilities of the property in question before the possession of the shop will be payable by

the seller and after the date of registration of this deed shall be liabilities of the purchasers.

13. That the purchasers shall be entitled to sell, mortgage or assign the shop hereby purchased as absolute owner thereof and seller shall have no objection to it.
14. That the Purchasers shall not use the part so purchased for any business related with meat, wine, explosives, petroleum, flour mill, printing press, gambling house, lodging house, offensive, obnoxious, immoral or for any illegal purpose or any such business which could cause nuisance including nuisance of noise or objectionable to the neighbors on account of nuisance or breach of peace in this respect all the rules and regulation enforced by the Government shall always be observed by the Purchasers.
15. That the terms and conditions of the sale deeds executed by L.D.A. referred to above shall apply mutatis mutandis.
16. That the purchasers may put his signage/sign board within the area purchased. However the seller may permit any additional

space for said purpose on the cost being paid by the purchasers as may be agreed between parties at that time.

17. That similarly no A.C. exhaust/outer units etc. shall be placed in the common area except with permission of seller in writing.
18. That the purchasers shall become member of the society/Association for management supervision and maintenance of the said building known as SAI MUKUT BAZAAR. to be formed by the allottees to whom the seller, shall transfer the undivided proportionate title in the common area at the cost of Association. The purchasers shall sign all papers and documents and make all payments and do all acts and deeds as may be necessary for the said purpose and would be bound by the provisions/bye-laws and the Directions of the society/Association and it is further agreed that the purchasers shall pay maintenance charges for up Keep of common areas and facilities; which may be demanded from time to time by the seller towards the same. In case of default or nonpayment thereof the common facility shall be withdrawn. The cost of maintenances shall be recovered from the purchasers through

process of law along with interest @ 24% per annum besides the right to stop the facility if any.

19. That the purchase shall pay the service connection line charges to the seller for obtaining electric supply for the area purchased at such rates as the seller may demand while providing the electrical facility as per Uttar Pradesh Power Corporation Limited norms in addition to regular consumption charges. If the required consumption charges are not paid then the seller/Builder/Society shall have the right to terminate the supply forthwith.
20. That the purchasers shall join the society to be formed for the maintenance of the complex including the electrical arrangement/supply which solely alone shall be responsible to meet all grievances of the owners/occupiers of the entire complex and the purchasers undertakes to pay regularity the maintenance charges as may be fixed by the society, which amount as on date, till the rates are revised by the society, shall be payable @/- per Sq. Ft. per month irrespective of actual use of the property purchased.

21. That the purchasers undertakes and assures the seller that the purchase and any person claiming through him, shall follow the rules formed for the maintenance of the services/common area/common utilities in the building complex by the seller/society formed/to be formed for such purposes.
22. That the roof rights are reserved with the seller for further constructions.
23. That the seller shall further construct reserves the right to raise further construction on/in the complex subject to the provision of section 14 of Real Estate Regulation Act 2016.
24. That the purchasers shall get the part purchased through this sale deed assessed in the records of concerned authorities for the purposes of payment of taxes such as House Tax, Water Tax, Sewer Charges & other taxes relating to property and so long as it is not separately assessed, if the seller is compelled to pay such taxes for the area hereby sold, the purchasers shall indemnity/contribute to the extent of liability relating to part

purchased, till it is not separately assessed in the name of purchasers.

25. That it is specifically agreed between the parties that any tax/financial liability if imposed by Govt./any statutory authority in respect of subject matter of this sale deed, shall be payable by the purchasers.
26. That the said shop is on theGround floor of the multistoreyed building known as "SAI MUKUT BAZAAR" the carpet area is Sq. Mtr. the market value whereof as per rates fixed by the Collector, Lucknow @ Rs 45000/- only per Sq. Mtr. comes to Rs...../- only say Rs/- only. It is not situated on any segment road.
27. That the expressions "Seller" and "Purchasers", hereinbefore used unless repugnant to the context mean and shall always mean and include their respective heirs, successors, Legal representatives and assigns.

IN WITNESS WHEREOF WE the above named seller and purchasers have put our respective hands and thumb

impressions to these presents on the date, month and year mentioned first above.

SCHEDULE OF PROPERTY

Shop No.onGround Floor building known as “Sai Mukut Bazaar” constructed over Plot Nos. CP-2/2 situate at Ratan Khand, Sharda Nagar Yojana, Lucknow, shown in the plan annexed and bounded as below : -

East :

West :

North :

South :

SCHEDULE OF PAYMENT

1. Rs...../- by Through Cheque No.dateddrawn on
.....,

2. Rs...../- by Through Cheque No.dateddrawn on
.....,

3. Rs...../- by Through Cheque No.dateddrawn on
.....,

WITNESSES:

1.

SELLER

2.

PURCHASERS

Drafted by :

Typed by :

Advocate
Civil Court, Lucknow.
Regn. No.

(SHUBHAM MAURYA)
Civil Court, Lucknow.

Mob. No.