

- Name of the office : Sub Registrar,  
Zone No. IV  
Kanpur Nagar
1. Date of Presentation : .07.2018
2. Date of Execution : .07.2018
3. Nature of Document : Sale Deed
4. Sale Consideration : Rs. .... /-
5. Market Value : Rs. .... /-
6. Name and address of the Presenter :  
Shri ....., adult, son of Shri ....., R/o.  
....., Kanpur Nagar
7. Name and address of the Vendor :  
ALLIANCE BUILD MORE PRIVATE LTD., a Company duly  
incorporated under the Indian Companies Act having its registered  
office at E-GP-2, Cheme No. 3, Sector E, Ambedkarpuram, Kanpur  
Nagar through its Authorised Signatory Shri ....., adult, son of  
Shri ....., R/o. ...., Kanpur Nagar  
(Authorised vide resolution dated ..... passed in the meeting  
of Board of Director held on .....);
8. Name and address of the Vendee /Purchaser :  
....., adult, S/o. .... R/o. ...., Kanpur.
- 8A) Date of Birth of Shri ..... :  
..... Mob : .....  
Date of Birth of Vendee : .....  
Mobile No. ....
- PAN of Vendor :  
PAN of Vendee :

## 9. DESCRIPTION OF THE PROPERTY :

- 1) Place : Ambedkarpuram,  
Kanpur
- 2) Khata No./Chak No. : Plot No. E-GP-2 at Scheme No. 3  
Sector E, Ambedkarpuram,  
Kanpur Nagar.
- 3) Nagar Nigam No./  
Khasra No. : Flat No. .... on .....  
floor constructed at  
plot No. E-GP-2 at Scheme No. 3  
Sector E, Ambedkarpuram,  
Kanpur Nagar
- 4) Total land area : 4705.748 Sq. Meters.
- 5) Total covered area : ..... Sq. Meters
- 6) Undivided Proportionate : ..... Sq. Meters  
land area.
- 7) Carpet area of the flat : ..... Sq. Meters
- 8) Width of the Road. in : 24 Meter wide Road.  
boundaries
- 9) Residential/Semi : Residential  
Residential/commercial
- 10) Number of the Storeys : Multi Storied
- 11) Construction : R.C.C.  
R.C.C./R.B.C.
- 12) Period of the : New  
Construction
- 13) House/Plot/  
Agricultural : Flat
- 14) Whether the property : The property under sale  
under sale is situated  
on two side roads or  
facing to park. is situated on  
two side roads but not  
facing to park.

BOUNDARIES of the Flat No. .... on ..... floor situated in Lotus Tower constructed at plot No. E-GP-2 at Scheme No. 3, Sector E, Ambedkarpuram, Kanpur Nagar

North :  
South :  
East :  
West :

#### 10. DESCRIPTION OF THE PAYMENT OF STAMP DUTY

- 1) D.M's rate of the land : Rs. 30,400.00 per Sq. Meters
- 2) Rate of the construction: Rs. 25,000.00 per Sq. Meters
- 3) Value of the land : ..... X 30,400.00  
= Rs. ....../-
- 4) Value of the construction : ..... X 25,000.00  
= Rs. ....../-
- 5) 21% value for common: = Rs. ....../-  
amenities and facilities on  
total value of land and  
constructions i.e. parking,  
power back-up, security,  
swimming pool, Gym, lift.
- 6) Depreciation value : N/A
- 7) Total Value : Rs. ....../-
- 8) Stamp Duty payable : Rs. ....../-
- 9) Stamp Duty paid at the : N.A.  
time of the agreement to sell.
- 10) Stamp Duty payable : N/A  
after adjustment
- 11) Total Stamp Duty Paid: Rs. ....../-

Note :- V Code of Ambedkarpuram Awas Vikas Scheme No. 3 is 1375 in the rate list issued by the District Magistrate, Kanpur. Stamp of Rs. ....../- has been paid through e-stamp dated ..... bearing



Certificate No. IN-UP04.....Q and Unique Doc. Reference  
SUBIN-UPUPHSCIL0105.....Q which is page No. 1  
of this Deed.

### SALE DEED

THIS DEED OF SALE is made on this ..... day of July, 2018, at  
Kanpur.

BY

ALLIANCE BUILD MORE PRIVATE LTD., a Company duly  
incorporated under the Indian Companies Act having its registered office  
at E-GP-2, Cheme No. 3, Sector E, Ambedkarpuram, Kanpur Nagar  
through its Authorised Signatory Shri ....., adult, son of Shri  
....., R/o. ...., Kanpur Nagar (Authorised vide  
resolution dated ..... passed in the meeting of Board of Director  
held on .....) ; hereinafter referred to as Land  
Owner/Developer/Vendor of the First Part which expression unless  
repugnant to the context shall mean and include it's heirs, legal  
representatives, successors and assigns etc.

AND

....., adult, S/o. .... R/o. ...., Kanpur. ;  
hereinafter referred to as the 'vendee'/third party of the OTHER PART  
which expression unless repugnant to the context shall mean and include  
her heirs, legal representatives, successors and assigns etc.).

WHEREAS the vendor purchased plot No. E-GP-2 at Scheme No. 3  
Sector E, Ambedkarpuram, Kanpur Nagar admeasuring 4705.74 Sq.  
Mtrs. from Uttar Pradesh Awam Vikas Parishad vide freehold deed  
dated 24.06.1917 which is registered on 31.08.2015 in Book No. I  
Volume 9173 at pages 15 to 92 at Serial No. 7979 in the office of Sub-  
Registrar Zone-IV, Kanpur.

AND WHEREAS the vendor submitted a plan to Uttar Pradesh Awam  
Vikas Parishad Kanpur for construction of multi storied residential  
building consisting of residential flats and other related amenities which  
can be used independently with certain common facilities and amenities  
jointly, Uttar Pradesh Awam Vikas Parishad sanctioned the map of



basement, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> floor vide permit No. .... dated..... whenever a building consisting of 12<sup>th</sup> floor can be constructed in accordance of rules and bylaws and accordingly the first party commenced the constructions with a provision to construct a 12 storied residential complex namely "Lotus Apartment".

AND WHEREAS the vendors have given out that they shall provide internal roads, lawns in the residential project known as Lotus Apartment to be constructed on Plot No. E-GP-2 at Scheme No. 3 Sector E, Ambedkarpuram, Kanpur Nagar. The land underneath the building as well as land whereon some of the common facilities are situated shall be transferred in proportion to the area of the flat and the vendors shall always have right to use the roads, lawns, sewerage line for it's any adjoining project. The vendor has also given out that the Super built up area of the flat shall mean the area including the common facilities and amenities and carpet area of the flat shall mean the actual carpet area of the flat within the walls.

AND WHEREAS the vendor has started to raise construction and offered to sell flats of the said building complex known as 'LOTUS APARTMENT' the vendee having come to know the offer of the vendor, agreed to purchase the Flat No. .... on ..... Floor having super built up area admeasuring ..... Sq. Mtrs. and having carpet area admeasuring ..... Sq. Mtrs. alongwith undivided proportionate land area admeasuring ..... Sq. Mtrs. at residential building complex known as 'Lotus Apartment' fully bounded and detailed earlier in schedule of this sale deed at the sale consideration of Rs. ..../- (Rupees .....only) fixed by the vendor and the vendor also agreed to sell the aforesaid flat to the vendee and the vendor allotted the said flat to the vendee on ..... on the terms and conditions contained in the provisional allotment, agreement.

AND WHEREAS the vendor has assured to the vendee that the flat hereby agreed to be sold is free from all sorts of encumbrances, charges, demands, liens, litigations, mortgages, attachments, prior agreement to sell, acquisition or requisition. The vendor has not been restrained from



selling, transferring, alienating or mortgaging the same by way of any injunction order of any court or authority and the vendor has got absolute right, title and interest to sell and transfer the same in any manner whatsoever. The vendor has also obtained completion certificate from Kanpur Development Authority vide Patrank:..... dated .....

In pursuance of negotiations and agreement made between the parties, this deed of sale is executed as there is no impediment in execution of the same.

**NOW THIS SALE DEED WITNESSETH AS UNDER**

1. That in consideration of Rs. ..../- (Rupees ..... only) paid by the Vendee to the Vendor in the manner detailed and described in Schedule 'B' of this Deed, the Vendor does hereby acknowledge and confirm the receipt of the entire sale consideration and the Vendor does hereby sell and transfer the flat No. .... on ..... floor having carpet area admeasuring ..... Sq. Mtrs. fully bounded and detailed earlier in Schedule of this Deed and has also been shown in the map annexed hereto alongwith undivided proportionate land area admeasuring ..... Square Meters with a right to use ..... covered car parking space in the building complex constructed Plot No. E-GP-2 at Scheme No. 3 Sector E, Ambedkarpuram, Kanpur Nagar fully bounded and detailed in schedule "A" of this deed, also with a right to use all the common facilities and amenities detailed in schedule "C" of this Deed provided in the said Residential Project known as "Lotus Apartment" UNTO AND UPON the said Flat TO HAVE AND TO HOLD the same absolutely and for ever in favour of the Vendee.
2. That the parties to this Deed do hereby make covenant and declare that the actual, physical and vacant possession of the Flat has been delivered to the Vendee by the vendor and the Vendee is entitled to use, occupy, possess and enjoy the said flat for residential purposes, as the owner thereof without any interference, disturbance or interruption either by the vendor or by any other person claiming through or under it.



3. That the Vendor does hereby make covenant and declare that the rights hereby transferred subsists and the Vendor has right to transfer and alienate the said Flat hereby sold through this Deed of Sale and the Vendee shall have the same rights as the Vendor had and shall always be entitled to transfer and alienate the same without any prior permission or objection either from the Vendor or from any person claiming through or under it.

4. That the parties to this Deed do here by make covenant and declare that the Flat hereby sold and transferred through this Deed of sale, is not assessed by the Kanpur Nagar Nigam for Tax purposes and the Vendee shall be responsible to pay the taxes, dues etc. in regard of the said Flat from the date of receiving possession or from the date of execution of the sale Deed which ever is earlier. However if the Vendee has to pay any thing on account of the vendor, the Vendee shall be entitled to realize the same from the vendor.

5. That the Vendor does hereby make covenant and declare and gives it's consent through this Deed of Sale that the Vendee shall get his name mutated in the records of Nagar Nigam, / Uttar Pradesh Awas Avam Vikas Parishad Kanpur or at any other place in place of the Vendor's names as the owner thereof. If anything or deed is further required for more perfectly assuring the flat hereby sold through this Deed of sale shall be executed by the vendor at the request and cost of the Vendee.

6. That the parties to this Deed do hereby make covenant and declare that by transfer of the undivided proportionate land to the Vendee shall mean the transfer of right in perpetuity and the Vendee shall not claim for partition of the land or exclusive possession of the same.

7. That the name of the said Residential Project is 'Lotus Apartment' and the same cannot be changed without the written consent of the vendor.

8. That the Vendee does hereby make covenant and declare that he shall not do or cause to do any such thing which may cause ~~danger~~ or damage to the Building or to the occupiers of the Building Complex, if any major



repairing is required, the same shall be done with consultation and under the supervision of the vendor, who has full knowledge of the said Building Complex.

9. That the parties to this Deed do hereby make covenant and declare that all the beams, pillars, lintels, Water Lines and Sewerage lines are connected with each other in such a manner that by disturbing any one of them, may disturb or cause danger to the Building Complex or to the aforesaid lines and the same will not be disturbed in any manner by the Vendee or any person claiming through or under him.

The Vendee shall also be entitled to use the common facilities and amenities provided in the Residential Project, Lotus Apartmernt without causing any disturbance, interference or interruption with the other occupiers and owners of the said Building Complex and shall also be responsible to maintain and keep all the places left for other purposes. The Vendee shall also not encroach any one of the common spaces.

The Vendee with the other owners and occupiers of the said Building Complex shall form Association or Society for the purposes of maintaining and up keeping the said Building Complex and the charges fixed by the said Society or Association shall be paid by the Vendee regularly. Failing which the vendor/association shall have right to stop the vendee from using any of the common facilities and amenities irrespective of having right to realize the same with interest. In absence of such Association/ Society, the maintenance charges shall be paid to the vendor till the Association/ Society is formed. Any dispute arising among the members of society or flat owner same shall be referred to sole arbitrator Shri Mohan Lal Gupta whose decision shall be final and binding on them.

10. That the formal/ final No Objection Certificate (N.O.C.) from the Fire Department has been obtained and as per directives all the equipments and apparatus etc. for extinguishing the fire have been fitted, the Vendee along with other owners of the said Building complex shall be responsible to obtain the N.O.C. from the date of obtainment of final



N.O.C. from time to time and also change, repair and install the equipments and apparatus for extinguishing the fire and the Vendor and the Second Party shall not be responsible for the same from the date of obtainment of final N.O.C.

11. That the Vendee has seen and examined the title of the Vendor and the Second Party as well as the nature of the constructions and is fully satisfied with the same and shall not make any claim whatsoever in regard of the same from the Vendor and the Second Party. However, if on account of any defect in the title of the flat hereby sold and transferred is lost from the hands of the Vendee either in part or in full. The Vendee shall be entitled to claim up to the extent of the said sale consideration from the person and property of the vendor.

12. That the parties to this Deed do hereby make covenant and declare that the Flat hereby sold is free from all sorts of encumbrances, charges, demands, liens, mortgages, litigations, acquisition or requisition etc. if anything contrary is found the Vendor shall be responsible for all the costs and consequences.

13. That the open roof of the said Building Complex is owned and possessed by the vendor who shall have always right to raise further constructions or to dispose off the same in any manner, the Vendee or any person acquiring rights as the Vendee has acquired, shall have no right to make any claim or objection whatsoever.

14. That the parties to this deed do hereby make covenant and declare that the Vendor shall have always right to use the pathway, gates, roads, lawns etc. for any project adjoining to the Lotus Apartment and the Vendee or any person claiming through or under him shall have no objection whatsoever.

15. That the parties to this Deed do hereby make covenant and declare that all the expenses incurred in execution of this sale Deed i.e. Stamp Duty, Registration fee, counsel fee, Typing charges and Photostat copy charges etc. have been borne by the Vendee and the Vendor has no concern with any of the expenses herein before mentioned.

SCHEDULE 'A'

BOUNDARIES of Plot No. E-GP-2 at Scheme No. 3, Sector E, Ambedkarpuram, Kanpur Nagar admeasuring 4705.74 Sq. Mtrs. whereon Lotus Apartment is situated.

North : 24 Meter wide road  
 South : Plot No. E/GP-1  
 East : Plot No. E/GP-4  
 West : 24 Meter wide road

SCHEDULE 'B'

DETAIL AND DESCRIPTION of the Sale Consideration of Rs.  
...../- (Rupees ..... only) paid by the Vendee.  
 Rs. .... vide cheque No. .... dated .....

Rs. ..../- Total (Rupees ..... only)

SCHEDULE 'C'

DETAIL AND DESCRIPTION of common facilities and amenities :

1. Club House
2. Gym
3. Swimming Pool
4. Children Play are
5. Lift
6. Staircase
7. Common area lighting and wiring
8. Passage and common road
9. Over Head Water storage Tanks and tanks for fire fighting
10. Sewerage line drainage lines
11. drainage system
12. boundary wall
13. Main gate
14. Electric Line
15. Water Lines
16. Columns, beams, pillars, walls etc.
17. Transformer



18. Bore-well

19. Fire Fighting System and Equipments

IN WITNESS WHEREOF the parties hereto have put their respective signatures on this deed of sale on the day, month and year first above written in presence of the following witnesses without any coercion, undue influence, pressure, bar or any interruption in any manner whatsoever.

Witnesses:-

1.

Vendor

2.

Vendee.

Drafted by me and typed in my office.

(Arvind Kumar Srivastava)  
Advocate.