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(DRAFT SALE DEED)

Details of Instrument in Short

Pargana : **Bijnaur,**
Mohalla/Village : **Bhagukhera,**
Details of Property : **Plot No.-----part of Khasra No.-----
-in Aanandam**

Standard of Measurement: Square Meter

Land Area : ----- **Sq. Mtrs.**
Type of Property : Plot
Consideration : **Rs.-----/-**
Valuation : **Rs.-----/-**
Stamp Duty Paid : **Rs.-----/-**

E-Stamp No.-IN-UP

Boundries:-

East - -----
West - -----
North - -----
South - -----

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No. of person in First part (1)

Details Of Seller:-

M/s TRUSCAPE REALTY a partnership firm having its office at 11/12, Sector-11, Vrindavan Yojana, Lucknow, U.P.-226029, **PAN No.**----- through its Partner **Shri Shashank Srivastava son of Sri Vinod Kumar R/O-----, South City, Raibareli Road, Lucknow, U.P.-----, M.No.-----**
No. of person in second part (1)

Details Of Purchaser:-

PAN No.-----

Aadhar No.-----

Mobile Number-----

SALE DEED

THIS SALE DEED MADE ON this the ---- **day of** -----, -----
at **LUCKNOW** BY **M/s TRUSCAPE REALTY** a partnership firm having its office at 11/12, Sector-11, Vrindavan Yojana, Lucknow, U.P.-226029, **PAN No.**----- through its Partner **Shri Shashank Srivastava son of Sri Vinod Kumar R/O-----, South City, Raibareli Road, Lucknow, U.P.-----, M.No.-----**
----- (hereinafter referred to as the '**SELLERS**') (which expression shall unless

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repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns). IN FAVOUR OF ----- (hereinafter referred to as the '**PURCHASER**') (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

WHEREAS the seller is the exclusive owner of Plot under sale 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 No.----- area ----- Hectare situated at Village-Bhagukhera, Pargana-Bijnore, Tehsil-Sarojani Nagar, District-Lucknow** having duly purchased the same by way of registered sale deed from -----, which sale deed is registered in the office of Sub Registrar-Sarojani Nagar, lucknow at Bahi No. 1 Zild ----- at pages ----- at Serial No.----- on ----- ----. This land is duly mutated in the name of Seller in revenue records.

AND WHEREAS the seller has developed a residential colony on the above land in the name of **AANANDAM**. The seller has applied for the approval of layout of the colony before UPSIDA (Ex-LIDA) in which connection UPSIDA has issued approval letter no.-----.

AND WHEREAS the seller agreed to sell, transfer and assign absolutely the said plot to the Purchaser for a consideration of **Rs.-----/- Only (Rupees ----- 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:-

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NOW THIS SALE DEED WITNESSETH AS UNDER:-

1. That having received the said consideration amount in the manner detailed above, the seller 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 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 herself 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 '**Aanandam**' 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 Purchasers shall pay to the Welfare Association.

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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 **TRUSCAPE REALTY** 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 **TRUSCAPE REALTY** 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 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, 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 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 the Residents Welfare Association.

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 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

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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 Authority concerned 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.

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 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 ----- **sq. mts.** and the plot is situated at ----- . The market value whereof for the purposes of stamp duty as per rates fixed by collector Lucknow is **Rs.-----/- per sq.mt.**, at which the market value of plot comes to **Rs.-----/-**, there is 5 ft. high boundary wall on the plot market value of which is **Rs.-----/-**, thus total market value of the plot comes to **Rs.-----/-** only which is less than sale consideration. So the stamp duty is payable on the sale consideration i.e. **Rs.-- -----/-** at the prescribed rate for **gents** is **Rs.-----/-**. Which

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is being Paid as per G.O. No. S.V.K.N.- 5-462/11-2006-500 (92)/2005 dated 23.02.2006 read with G.O. Dated 30.06.2008. E-Stamp No. is **IN-UP**-----

There is no construction on the said plot. It is not situated on any segment Road.

18. That the expenses for stamp duty is being paid by **the Purchaser** & 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

**Plot No.-----, measuring ----- Sq. Fits i.e.-----
Sq. Mtr. part of Khasra No.----- situated at Aanandam, at Village-
Bhagukhera, Paragana-Bijnaur, Tehsil-Sarojani Nagar, District-
Lucknow, and bounded as below:-**

East-----

West-----

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North-----

South-----

WITNESSES:

SELLER

1.

PURCHASER

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Drafted by :

Typed by :

(SHAIENDRA KUMAR SHRIVASTAVA)

(ABHISHEK PAL)

Advocate

Civil Court,

Collectorate Court, Lucknow

Lucknow

Mob. No. 9415026041

Regn. No.-2157/93

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Map of Plot

Plot No.-----, measuring ----- Sq. Fits i.e.-----
Sq. Mtr. part of Khasra No.----- situated at Aanandam, at Village-
Bhagukhera, Paragana-Bijnaur, Tehsil-Sarojani Nagar, District-
Lucknow

Boundries

East-----

West-----

North-----

South- -----

----- Sq. Fits i.e.-----
----- Sq. Mtr.

Seller

Purchaser

Photo of Plot

**Plot No.-----, measuring ----- Sq. Fits i.e.-----
Sq. Mtr. part of Khasra No.----- situated at Aanandam, at Village-
Bhagukhera, Paragana-Bijnaur, Tehsil-Sarojani Nagar, District-
Lucknow**

Seller

Purchaser