

SALE DEED

THIS SALE DEED IS EXECUTED at Lucknow,
(U.P.) on this ... day of, 2023

BY

**SAHU LAND DEVELOPERS PVT. LTD., a Company
incorporated under the provisions of the
Companies Act, 2013, having its Head Office at**

....., **through its**
Director/Authorized Signatory Shri
....., **son of Late**

....., hereinafter referred to as the
"VENDOR", (which expression shall unless
repugnant to the context hereof mean and include
their respective successors, representatives,
nominees and assigns) of the First Part.

IN FAVOUR OF

.....
of (hereinafter referred to as the **"VENDEE(s)"**
which expression shall, unless repugnant to the
context hereof, mean and include all his/her heirs,
successors, legal representatives, executors, and
assigns) of the Second Part.

The Vendor(s) and the Vendee(s) are hereinafter collectively referred to as the "Parties" and individually as the "Party" as the context demands.

WHEREAS :

- A.** purchased the aforesaid project land, by means of several registered sale deeds, and on its basis, their names were mutated in the revenue records.
- B.** Further for the purposes of construction and sale of flats in the said Group Housing have entered into an Consortium Agreement on with Sahu Land Developers Pvt. Ltd.
- C.** Accordingly, the Vendor is in the lawful possession of the Scheduled Land with legally valid documents. Further, the Scheduled Land is free from all encumbrances.
- D.** The Scheduled Land is earmarked for the purpose of development of a residential project.

- E.** The Vendor framed a scheme for developing a residential project to be known as "SAHU CITY PHASE 2" on the Project Land, comprising of buildings/towers in Sector A and B respectively. However, for convenience and ease of construction, sales and marketing, the Project "SAHU CITY PHASE 2" will be constructed in phased manner i.e. Tower wise and partial completion for each tower would be taken upon its completion.
- F.** The Vendor has planned and has constructed and developed the Project upon on the Project Land, including the Building, and the necessary permissions/approvals from concerned competent authorities have been obtained.
- G.** The Project has been registered with the Real Estate Regulatory Authority ("Authority") on date and the Project's registration certificate no. is This registration is valid for a period of years commencing from, unless renewed by the Authority. The

details of the Promoter and the Project are also available on the website of the Authority.

H. The following approvals and sanctions have been obtained in respect of the Project:

i. Map approved and the permission of building construction has been given by Lucknow Development Authority vide its Permit No..... dated

ii. Fire NOC for the Project has been accorded by the Office of Chief Fire Officer vide letter no.FS..... dated

iii. The Airport Authority of India has also granted NOC dated for height clearance for the Project. NOC

iv. Environmental clearance from the department concerned has been obtained for the Project vide letter no. dated

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- v.** NOC from the National Highways Authority of India vide its Letter No. dated
 - vi.** NOC from Electricity Department vide its letter no. dated
 - vii.** NOC from Underwater Department U.P. vide its Letter No. dated
 - viii.** Pollution NOC- dated
- I.** The Vendor has developed and constructed a multi storied Group Housing Scheme on the said Plot, popularly known as ".....".
- J.** And whereas the Vendor has developed common areas, facilities and amenities along with the towers in which they are located and Common Areas and Facilities of the Project which shall be common for all occupants of the Project irrespective of the Tower in which they

are located. The Vendor agrees and undertakes it shall not make any changes to approved plans of the Project except in strict compliance vide Section-14 of the Act and other applicable laws.

- K.** The Vendee(s) have perused all sanctions and related papers applied for and agreed to acquire/purchase from the Seller, Unit No..... on mutually agreed terms and conditions contained herein.
- L.** The Vendor has agreed to sell to the Purchaser(s) the same Unit No., admeasuring Covered Area..... Sq.mtr. Approx. (..... sq.ft.) and Share of common areas in respect thereof *vis-a-vis* the area of the concerned Block A, measuring Sq.mtr. (..... Sq. ft.)} approximately situated on the First Floor in the said Building (hereinafter referred to as the "said Unit") along with proportionate undivided interest in the common areas and facilities in the building and in the land underneath the building.

- M.** The Vendee(s) after having satisfied itself with the facts aforesaid and having inspected the relevant records relating to title of the said Land and various approvals has agreed to purchase the said Unit for the consideration and terms stipulated in this Deed of Sale, and on the specific assurance that the Vendor is fully competent to sell the said Unit in the said Building.
- N.** The Vendor and the Vendee(s) pursuant to the aforesaid are desirous of executing this Deed of Sale, in respect of the said Unit in favour of the Vendee(s).

NOW, THEREFORE THIS DEED OF SALE, WITNESSETH AS UNDER :-

1. In pursuance of the mutually agreed terms and conditions as contained herein and in consideration of a sum of Rs (Rupees only) paid by the Vendee(s) to the Vendor, the Vendor do hereby, sell, transfer, convey, assign unto the Vendee(s) the said Unit No..... on Floor, having Covered Area of

approximately Sq.mtr. (..... Sq.ft.) or thereabout more fully described in the Schedule-I along with the undivided pro-rata share in the land underneath the said building in which the said Unit is situated together with right of use of all ways, paths, passages, rights, liberties, privileges and easements, benefits and appurtenance whatsoever to the said Unit belonging or in any way appended therewith usually held as part and parcel thereof, together with all their rights unto the Vendee(s) free from all encumbrances.

2. The total sale consideration of the said Unit includes price of land, construction cost of the said Unit including Common Area, IDC, EDC, cost of Electric Wiring, Electric Connection, Lift, Water Line, Plumbing and Taxes.
3. The Vendor doth hereby covenant with the Vendee(s) that they possess good and marketable title to the Unit hereby sold, conveyed and transferred to the Vendee(s) and that title/interest of the Vendor in the said Unit is not the subject matter of any litigation and

the same is free from all type of encumbrances viz mortgage, lien or charges.

4. The Vendee(s) has/have agreed to additionally pay to the Vendor, on demand, any increase in the External Development Charges and/or other charges, if any, levied, by whatever name called or in whatever form and with all such conditions imposed, by the Lucknow Development Authority and/or any other competent authority(s); and any such increase therein shall be borne and paid by the Vendee(s) in proportion to the covered area of his/her Unit to the total covered area of all the Units in the said Building as determined by the Vendor. If such External Development Charges and/or other charges, if any, levied, are increased/demanded (including with retrospective effect) by Lucknow Development Authority and/or any other competent authority(s) after execution of this Deed of Sale, then the Vendee undertakes to pay such charges directly to the Government Agency or concerned Department or to the Vendor as may be called for immediately on demand. In the event of such charges

remaining unpaid the Vendee shall be responsible for the consequences of such non-payment.

5. It is further clarified to the Vendee(s) that the Vendor has calculated the sale price payable for the said Unit on the basis of its covered area and pro-rata share of the common areas and facilities within the said building only. The Vendor had made it abundantly clear to the Vendee(s) that they shall be entitled to the ownership rights and rights of the said Unit consisting of the covered area only. The covered area of Unit shall mean the entire area enclosed by its periphery walls including but not limited to area under walls, columns, as well as area of loft/Mezzanine, if any, half the area of walls common with other Unit adjoining the demised Unit, all of which form integral part of the demised Unit.

6. It is made clear to the Vendee(s) that the except otherwise specifically allotted by the Vendor, the Vendee(s) shall have no right, title or interest in parking spaces made available to

visitors/other occupants/ users in the said building and such parking spaces shall be under the exclusive ownership of the Vendor and shall be dealt with by the Vendor at their own discretion as they may deem fit. It is specifically made clear that the Vendor may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved covered/open parking spaces.

7. It is further clarified that the Vendee shall only have right to use the specifically demarcated passage/pathway providing connectivity of the said Unit with the internal road serving the Block but under no circumstances shall have any right to put-up/keep any decorative pots/barricading along the said passage/pathways which shall always remain open to sky.
8. It is further clarified that the Vendee shall not put up any canopy/covered brackets on the exterior side of the wall of the said Unit and shall not in any manner encroach upon/utilize

the plinth protection area/skirting surrounding the said Unit and the same shall always be kept free from all hindrances. The Vendee shall not encroach the corridor by putting shoe-rack or cupboard adjacent to the entrance of the Unit and shall also not place the aluminum grill on the balcony of the Unit.

9. It is clearly understood and agreed by the Vendee(s) that, the right of the Vendee(s) to use the common areas and facilities shall always be subject to the timely payment of maintenance and other charges.
10. In addition to above though not forming a part of the computation of covered area for which price is charged, the Vendee(s) shall have the ownership of undivided proportionate share in the land underneath the said building only (i.e. the land below the basements which is the footprint of the said building in which the said Unit is situated) except parking areas and basements.
11. It is specifically clarified to the Vendee(s) that this Deed of Sale is covered and confined to the

said Building named as “.....” and all land(s) falling outside the periphery/boundary of the said Block are clearly outside the scope of this Deed of Sale. Name of the Building shall never be changed without prior written permission of the Vendor.

12. The said Unit have been handed over to the Vendee(s) and the Vendee(s) hereby confirms taking over the said Unit after satisfying himself/herself/ themselves that the construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc., as applicable, have been made and provided in accordance with the drawings, designs and specifications in respect thereof and are in good working order and condition and that the Vendee(s) has/have no complaint or claim in respect of the area of said Unit, any item of work, material, quality of work, installation etc., therein.
13. The Vendee(s) undertake(s) to pay directly or if paid by the Vendor then reimburse to the Vendor on demand Government rates, property

taxes, wealth taxes, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the land and of building constructed on the said land or the said Unit, as the case may be, as assessable/applicable from the date of the allotment of the said Unit and the same shall be borne and paid by the Vendee(s) in proportion to the Covered Area of the said Unit to the super area of all the Units in the said Building as determined by the Vendor.

14. If the Vendor or the Operation/Maintenance agency or the association of Units owners etc. decides to apply for and thereafter receives permission from the concerned State Electricity Board or from any other Body/Commission/Regulatory/Licensing Authority constituted by the Government of Uttar Pradesh for such purpose, to receive and distribute bulk supply of electrical energy in the said Building, then the Vendee undertakes to pay on demand to the Seller, Operation/Maintenance agency or the Association of Units Owners proportionate share as determined by the Vendor, Operation/

Maintenance Agency or the Association of Unit Owners of all deposits and charges like fixed connection charges, Advance Consumption deposit, expenditure on independent feeder, share cost of sub-station etc. paid / payable by the Vendor or the Operation / Maintenance agency to the concerned State Electricity Board/any other Body/ Commission / Regulatory / Licensing Authority constituted by the Government of Uttar Pradesh, failing which the same shall be treated as unpaid portion of the total price payable by the Vendee for the said Unit. Further in case of bulk supply of electrical energy, if obtained by the Vendor, Operation/ Maintenance agency or the Association of Unit Owners the Vendee shall abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Vendee's rights to apply for individual/direct electrical supply connection directly from the concerned State Electricity Board or any other body responsible for supply of electrical energy. The Vendee agrees to pay any increase in the deposits, charges for bulk supply of electrical

energy as may be demanded by the Vendor from time to time.

15. The Fire Safety charges, as per the Fire Safety code are included in the sale consideration of the said Unit, if at any time due to any orders or government regulation, the Vendor is required to install any additional Fire Safety equipment, then the proportionate additional cost shall be payable on demand by the Vendee to the Vendor.
16. It is further agreed and confirmed by the Vendee that the Vendor or its Agents shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by the Vendor which may or may not be limited to the rate then charged by the concerned State Electricity Board. The Vendee agrees and confirms that he/she shall pay the tariff to the Vendor or its Agents directly or through the Association of Unit/Apartment Owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the

Vendor or its Agents. The obligations to pay the tariff shall remain with the Vendee to be paid forthwith as per demand. The Vendee further specifically agrees not to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Vendee's ownership of the "Said Unit".

17. The Vendee(s) shall keep the said Unit, the walls and partitions, sewers, drains, pipes and appurtenance thereto, as applicable, in good tenantable repair state or condition and maintain the same in a fit and proper condition in particular so as to support, shelter and protect the parts of the building(s) other than the said Unit and shall abide by all laws, bye-laws, rules and regulations of the Government, Local/Municipal Authorities and/or any other authorities and Local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws or rules and regulations.

18. The Vendee(s) shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling to any Unit over, below or adjacent to the said Unit or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use or encroachment thereof. The Vendee(s) hereby indemnifies the Vendor against any penal action, damages or loss due to misuse for which the Vendee(s) shall be solely responsible. Further the Vendee(s) shall not make any structural modifications or alterations in the said Unit or in the installations provided therein which will effect or damage any portion of the said Unit or adjoining Unit or to the said Building. Further, the Vendee(s)/occupant of the "Said Unit" shall obtain prior written permission from the Vendor for installation of Air Conditioners/Air-Coolers/Air Fresheners/Exhaust Fans/Chimneys etc. However, the Vendee shall not be permitted to fix/install the Air Conditioners/Air-Coolers/Air Fresheners/Exhaust Fans/ Chimneys etc. at any place other than the space(s) provided for in the Building design or project or open them in the inside passage, common areas or in the

staircase, and shall ensure that no water drips from Air Conditioners/ Air-Coolers or smoke from Chimneys shall be allowed.

19. The Vendee(s) shall not be permitted to use the Basement and service areas in any manner whatsoever and the same shall be reserved for use by the Vendors or the Operation/Maintenance Agency and its employees for rendering Operation/Maintenance services. That the basements and service areas if any as may be located within the said Building/said Complex shall be earmarked by the Vendor to house services including but not limited to Electric Sub-station, Transformers, DG sets room, Underground water tanks, Pump Rooms, Maintenance and Service Rooms, fire fighting Pumps, Air-conditioning Plant and Equipments etc. and other permitted uses as per zoning/building plans.

18. (a). The Vendee(s) shall not use the said Unit for any purposes other than for which it is allotted and shall not use in a manner that may cause nuisance or annoyance to occupants of other Unit in the said Building

or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said Unit, which tends to cause damage to any flooring or ceiling or services of any Unit over, below, adjacent to the said Unit or anywhere in the said land or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use.

- (b) The Vendee(s) shall keep indemnified the Vendor against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas banks etc. for which the Vendee(s) shall be solely responsible. It is further clarified that permissible uses as per Bye-Laws of the Authority are commercial, show rooms or specific uses as permitted/allowed by the Vendor and/or other uses as may be permitted by the Vendor at its sole discretion. However, no

trading and/or commercial activities shall be permitted by the Vendor which is of and/or related to obnoxious, hazardous, inflammable, combustible, non-compatible and polluting substances and/or process and/or nature such as retail shops of building materials, repair shops of automobiles repair and workshops, cycle rickshaw repair and workshop, tyres resorting and retreating and battery charging, storage, godown and warehousing, junk shop, printing, dyeing and varnishing, meat shop, pan shop etc. Further the Vendee(s) undertakes not to carry on or to install and/or to allow to be carried on or to be installed in the said Unit any kind of manufacturing unit. The Vendee further undertakes to seek prior written approval for any change of nature of usage of the Said Unit at any subsequent stage from the Vendor which shall be at the discretion of the Vendor. If the Vendee(s) use(s) or permit(s) the use

of the said Unit for any other purpose than as specified by the building bye-laws of the Authority for a convenient shopping center with further rider that such use shall not in any manner adversely affect the general ambience, decency and hygiene within the complex and shall not create pollution of any kind causing inconvenience to the other owners/ occupier of the respective units including the customers and visitors in the complex, the Vendor/ Operation/ Maintenance Agency shall be entitled to disconnect or discontinue the services being provided by the Operation /Maintenance Agency including water & electricity supply without any Notice therefore and in case of continued non-conforming use of the unit for purposes other than as permitted for a period of three months, the Vendor shall be entitled to initiate the proceedings against the Vendee(s) as per law. The Vendee(s) shall strictly adhere to the business/operating

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hours as may be determined by the Vendor, Operation/ Maintenance Agency, Body or Association from time to time and shall be subject to statutory guidelines issued by the concerned authorities.

(c) Since common unit is part of Group Housing Complex, there are restrictions in terms of activities.

i) The Vendee has specifically agreed and understood that the Vendor shall have absolute right on the signage inside/outside /near, within or on the face of the said Building/said plot of land or on the area near the Complex and the Vendor may determine and allow the usage by the Vendee of such signage at its own discretion. The Vendee shall be responsible to install and maintain such signage, so allotted by the Vendor, in a well lit, legible and in a proper manner at

its/his/her own cost, but there shall be no signage on front facade.

- ii) The Vendee(s) confirms that, they have full knowledge of all laws, rules, regulations, notifications applicable to the said plot of land/ said Building. The Vendee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he /she has taken over for occupation and use the said Unit all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Authority/ Government or any other Competent Authority in respect of the said Unit/said Building at his/her own cost and keep the Vendor(s) indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said

requirements, requisitions, demands and repairs.

- iii) The Vendee(s) agree(s) and confirm that the Vendor shall have the right to make additions, raise floors or put up additional structures on the terrace of the said Building as may be permitted by the Competent Authorities and such additional structures and floors shall be the sole property of the Vendor who shall be entitled to dispose of the same in any way they choose without any interference by the Vendee(s) by itself/themselves or with one or more of the rest of the Unit owners and the Vendee(s) covenants to the same. The Vendor shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/floors with the existing electric, water, sanitary and drainage sources but at their cost. The

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Vendee(s) hereby give(s) consent to the same and agree(s) that the Vendee(s) shall not raise any objection or claim any reduction in price of the said property or ask for any amount as compensation or damages on the ground of inconvenience or withhold, refuse or delay the payment of Operation/Maintenance bills or on any other ground.

- iv) The Vendee(s) authorizes the Vendor, Operation/ Maintenance Agency or the Association of Unit Owner to impose such terms and conditions including pay & park system as it may deem fit to make use by any person of unreserved covered/open parking spaces. The income earned from the pay and park system shall be solely that of the Vendor, Operation/Maintenance Agency or the Association of Unit Owner and the

Vendee shall have no right to claim any share in the income.

- v) The possession of the Common Areas in the said Building as well the said land shall remain with the Vendor until the same are specifically transferred/assigned to its Nominee including any other Body or Association of the Unit Owners.
- vi) The Vendee(s) shall join Association/ Society of Unit owners as may be formed by the Vendor on behalf of the Unit Owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Vendor for the purpose.
- vii) The Vendee(s) have borne all expenses for the completion of this Deed including cost of stamp duty, registration and other incidental

charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at Rs (Rupees only) in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/ Concerned Authority along with consequent penalties and/or deficiencies and/or interest as may be levied in respect of the said Unit conveyed by this Deed of Sale shall be borne by the Vendee(s) exclusively and the Vendor shall not be responsible in this regard. The covered area hereby sold is measuring Sq.mtr., valuation whereof

- viii) If any provisions of this Deed of Sale shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed

to be amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed of Sale and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.

- ix) The Vendee(s) agrees and confirms that all the obligations arising under this Deed in respect of the said Unit/said Building/said land shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent Vendee(s) of the said Unit as the said obligations go with the said Unit for all intents and purposes and the Vendee(s) assures the Vendor that the Vendee(s) shall take sufficient steps to ensure the performance/implementation in this regards.

x) The Vendee shall obtain No Objection Certificate, from the Maintenance Agency, after paying the maintenance charges till the date of the transfer/sale of the said Unit, to a third party, and in case of any such dues remained unpaid, then the same shall remain a charge on the Unit sold, till the same is not cleared by the Vendee or by the subsequent transferee/purchaser.

xi) The Vendee(s) has/have undertaken and doth hereby undertake that the Vendee(s) shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the Competent Authority; and that the Vendee(s) shall indemnify the Vendor for any liability and/or penalty in that behalf.

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xii) The Vendee shall be liable to pay power-up-back charges @Rs.....per sq.ft and the common maintenance charges @Rs.....per sq.ft to the Vendor or to the Maintenance Agency as the case may, and in case of default, shall be liable for penalty in accordance with the terms of this deed.

xiii) The terms and conditions of this Deed of Sale, in entirety shall survive with the sale of the said Unit or any subsequent sale/re-sale thereof, and will be fully applicable on the incoming Vendee/s, for all intents and purposes.

xiv) The Hon'ble High Court of Judicature, Allahabad, sitting at Lucknow and the Courts in Lucknow alone shall have exclusive jurisdiction in dealing with all matters arising out of or touching upon and/or concerning this Deed.

xv) Valuation :

SCHEDULE - I

Unit No.....

East :

West :

North :

South :

IN WITNESS WHEREOF the said Vendor, has executed this Deed of sale in favour of the Vendee(s) and they have set their respective hands at these presents on the day, month and year first above written.

WITNESSES :

VENDOR

1.

VENDEE

Typed by :

Drafted by :

Vimal Singh
Lucknow.

SANJAI SRIVASTAVA
ADVOCATE HIGH COURT
Mobile : 9450906778
Email ssanco@gmail.com