

Sale Consideration : Rs. \_\_\_\_\_/-  
 Market Value : Rs. \_\_\_\_\_/-  
 Stamp duty paid : Rs. \_\_\_\_\_/-  
 Pargana : Mohanlalganj  
 District. : Lucknow

**DETAILS OF INSTRUMENT IN SHORT**

|     |                         |   |   |
|-----|-------------------------|---|---|
| 1.  | Nature of Property      | : | Residential   |
| 2.  | Ward/Pargana            | : | Mohanlalganj  |
| 3.  | Mohalla/Village         | : | Purseni   |
| 4.  | Details of Property     | : | <b>Flat No. _____ (_____) on the _____ (_____) Floor in the _____ Block in the 'EWS AND LIG AUMORA'</b> |
| 5.  | Standard of measurement | : | Sq. meters  |
| 6.  | Location Road           | : | More than 100 meters Shaheed Path or any Segment Roads  |
| 7.  | Type of Property        | : | Flat  |
| 8.  | Position                | : | Finished  |
| 9.  | Carpet Area             | : | _____Sq. Meters<br>(in Words)   |
| 10. | Year of Construction    | : | 2026  |
| 11. | Consideration           | : | Rs. _____/-   |

|     |   |   |  |
|-----|---|---|--|
|     |   |   | (Rupees _____ Only)                            |
| 12. | Boundaries  | : | EAST :<br>WEST :<br>NORTH<br>:<br>SOUTH :      |
| 13. | <b>No of persons in First Part (1);No of persons in Second Part (_____);</b>  |   |  |
| 14. | <b>Details of Seller</b>  | : | <b>Details of PURCHASER(S)</b>                 |
|     | <b>Registration No.</b><br><b>LUC/0023074/2025</b><br><b>M/s Samridhi Infraventures”,</b><br>having its registered office at <b>B-3/604, Eldeco Elegance, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.),</b> through its<br><b>Authorized Signatory Mr. _____</b><br>who has been duly authorized by the <b>Partners of the Firm vide Resolution dated _____</b> | : | <b>Mr. _____ S/o _____</b><br><b>R/o _____</b> |

**M/s. Samridhi Infraventures (Registration No. LUC/0023074/2025), a partnership firm** incorporated under the provisions of the Partnership Act, [1932], having its registered office at Eldeco Elegance, Vibhuti Khand, Gomti Nagar, Lucknow, Lucknow, 226012 through its **Authorized Signatory Mr. \_\_\_\_\_** who has been duly authorized by

the **Partners of the Firm vide Resolution dated \_\_\_\_\_**  
*(hereinafter referred to as the ‘Seller’ which expression unless repugnant to the context includes its successors, administrators, and assignees)*

**AND**

**Mr. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_**  
 (hereinafter called the ‘**Purchaser(s)**’ which expression shall mean and include their heirs, successors, administrators and assigns).

(The Seller and Purchaser as above are collectively known as the “Parties” and individually as “Party”.)

**WHEREAS**

- a. That the land forming part of the real estate project is jointly owned by M/s N.G.K. Infraventures Private Limited, Smt. Sarabjit Kaur, Shri Gauravdeep Singh and Shri Gurbachan Singh (hereinafter collectively referred to as the “Land Owners/Partners”). The said Land Owners/Partners, being persons competent and entitled to develop the said land, have applied for and obtained requisite statutory approvals, licences, layout sanctions, building plan approvals and construction permits from the competent authorities, including the Lucknow Development Authority (LDA) and RERA, Lucknow, on various dates, for lawful development of the Project. In furtherance of a duly executed and registered Partnership Deed (and supplementary deed, as applicable), M/s Samridhi Infraventures having its Registration No. LUC/0023074, a partnership firm, has been constituted and registered, wherein the aforesaid persons/entities are partners, and it has been mutually resolved that the said partnership firm registered shall act as the Promoter and Seller of the Project in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016. As per the Partnership Deed, the Firm is carrying on the business in the name and style of “**M/s Samridhi Infraventures**”, having its registered office at **B-3/604, Eldeco Elegance, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)**, and the capital/asset introduced for the Firm includes land situated at **Village Purseni, Tehsil–Mohanlalganj, District–Lucknow**, admeasuring approximately **24.910985 Acres** (approx.).
- b. the seller (M/S SAMRIDHI INFRAVENTURES) is developing a residential township and a land admeasuring **24.910985 acres** Situated at KHASRA NO.- 1277 KA, 1260, 1264 KA, 1578, 1276, 1263 KHA, 1263 KA, VILLAGE-PURSAINI PARGANA & TEHSIL MOHANLALGANJ, LUCKNOW, Uttar Pradesh, in terms of permit No. Plotted Resi development / Plotted Housing/17422/LDA/LD/24-25/4438/18102025 Dated 18.10.2025 issued by the Lucknow Development Authority( hereinafter LDA) (hereinafter referred to as the “**project land**”);
- c. the Seller is the owner, and in possession of the vast stretch of free hold land of the revenue village of Purseni, Pargana & Tehsil Mohanlalganj , District Lucknow in the state of Uttar Pradesh Pradesh, wherein the Seller is developing a residential township in the name and style of “known as “Amoura”, and in the said township, the Seller on specific parcels of land, is developing a Group Housing Project consisting of various towers and blocks of flats of various types and sizes, under the name and style of “EWS /LIG Aumora ”, (which group housing project is hereinafter referred to as the “**project**”), as per various approvals (including the ones obtained and the ones applied for).
- d. Later on the Seller got constructed the building named “**EWS AND LIG AUMORA**” (hereinafter to as “**the said building**”) identifying as **Tower- EWS AND LIG AUMORA**, in pursuance of permit no. \_\_\_\_\_ dated \_\_\_\_;

- e. The Purchaser(s) are satisfied by the title of the project land and is desirous of purchasing a Flat in the building known as ‘EWS AND LIG AUMORA’, situated at KHASRA NO.- 1277 KA, 1260, 1264 KA, 1578, 1276, 1263 KHA, 1263 KA, VILLAGE-PURSAINI PARGANA & TEHSIL MOHANLALGANJ, LUCKNOW having Carpet area measuring about \_\_\_\_ (in word) sq. meter more and fully detailed in the schedule attached hereto.
- f. The Purchaser(s) acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser(s) and that the Purchaser(s) has relied on its own judgment and investigation in deciding to book an Apartment/ Flat in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the compensation of claim, if any, of the Purchaser(s) in respect of the Flat hereby sold shall be deemed to have been waived.
- g. The Seller has accepted the request of the Purchaser(s) and has earmarked an Apartment / Flat no. \_\_\_\_\_ having Carpet area of \_\_\_\_\_ Sq. ft., Built-up area of \_\_\_\_\_ Sq. ft., Super Built-up area of \_\_\_\_\_ Sq. ft. and exclusive balcony/verandah area of \_\_\_\_\_ Sq. ft. on \_\_\_\_\_ Floor in the Project known as “EWS AND LIG AUMORA” and undivided proportionate right of using Common Area/facilities such as use of common passage, staircase, lift, water and electrical arrangement and shall be hereinafter referred to as the "Said Apartment/Flat" for Basic Sale Consideration subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

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

1. THAT in consideration of Rs. \_\_\_\_\_/-(Rupees only) (“sale consideration”) paid by the purchaser(s) to the Seller, the receipt whereof Seller hereby acknowledge. The Seller hereby sells, conveys, assigns and transfers by way of absolute sale all that Flat No. \_\_\_\_\_ (in word) on the \_ (in word) Floor the project known as “EWS AND LIG AUMORA” ‘built over a plot of land bearing Khasra Nos. 1277 KA, 1260, 1264 KA, 1578, 1276, 1263 KHA, 1263 KA measuring about (in word) sq. meter carpet Area, morefully described in the **SCHEDULE OF PROPERTY** given at foot of this deed and flat plan attached hereto in favour of the purchaser(s) to hold the same as absolute owners thereof, on the following terms and condition.
2. THAT the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser(s) hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser(s) right of use and enjoyment of the property sold in any manner whatsoever.
3. THAT the property hereby sold is free from all sorts or encumbrances, liens,

attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller is pending in any court of law or with any authority.

4. THAT the purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles in the open spaces shall however, be permitted.
5. THAT the Seller has already got done the electric wiring and fittings in the demised premises and the electric points are provided in the demised premises by the Seller and other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the purchaser(s) and the same shall be exclusive property of the purchaser(s).
6. THAT the land on which the aforesaid residential apartments/Flats including the flat hereby sold stands constructed shall be the common property of the purchaser(s) and the other Flat owner(s)/ purchaser(s) or their transferees, or assignees, etc. of the flats, situated on the ground, first and subsequent floors and the purchaser(s) shall get the proportionate right in the land.
7. THAT the purchaser(s) shall keep the flat in good condition so as not to endanger, the safety of the flats on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the purchaser(s) agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his/her/their flat bears to the sum total super area of all the apartments existing at the time of the destruction, provide that the cost of the civil works of the apartments hereby sold a kin to the apartment as existed at the time of destruction would be borne by the purchaser(s) of the respective flats. The purchaser(s) of the any floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of purchaser(s) as described hereinabove.
8. THAT after handover the possession of the said EWS and LIG Unit to Purchaser(s) or handover the society to the RWA, if any losses arise on account of the natural calamity then all losses of the common areas will be born by the resident of the society or RWA, Vendor / promoter will not borne any type of loss.
9. THAT after handing over the possession of the Flat to the Purchaser(s), till the formation of society, the M/s Samridhi Infraventures /Authorised Agency will be maintaining the water main, sewer lines, common passages, lift, stair- case and

other common facilities leading to ingress and egress of the flat, the built-up area of which is hereby sold, and all respective purchaser(s) shall pay to the M/s Samridhi Infraventures. Authorized Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society, all purchaser(s) shall pay to the society.

10. THAT the purchaser(s) shall be liable to pay Interest Free Maintenance Fund **(IFMS)** to the Seller.
11. THAT the purchaser(s) further agreed to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the Seller/Authorised Agency to the purchaser(s) and on default of the purchaser(s) or failing or neglecting or refusing to make Payments of the said maintenance charges seller/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser(s).
12. That the Seller will maintain the premises till the formation of Society is formed by the residents of **EWS AND LIG AUMORA**.
13. That if the purchaser(s) fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the purchaser(s) under this deed, then the M/s Samridhi Infraventures /Authorised Agency will be entitled to recover the same through Court of Law at the cost of the purchaser(s).
14. THAT before transfer of the said property either by purchaser(s) or any of their transferee(s), the purchaser(s) or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the 'M/s Samridhi Infraventures./Authorised Agency/Society', who are maintaining the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the purchaser(s) or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the M/s Samridhi Infraventures /Authorised Agency/Society then in that event the new owner or owners of the said property has 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 M/s Samridhi Infraventures./Authorised Agency.
15. THAT the Flat hereby sold shall be used by the purchaser(s) for residential purposes and in no case, the purchaser(s) can change the same other than the residential purposes.
16. That the Seller hereby agrees and assures the purchaser(s) to help and assist the purchaser(s) in getting the Flat transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the purchaser(s) shall

have full right to get the apartment transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.

17. THAT the purchaser(s) shall have no right to cover the balconies and terrace area of the attached flat in any manner by making temporary or permanent construction or install any kind of instrument on the balconies grills and outer walls of the flat.
18. THAT the Seller represent that they have absolute authority to transfer the property hereby sold and they have further represented that the said property is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprive of the property hereby conveyed or any part thereof on account of any defect in the title of the Seller if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the Seller its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with interest and damages and if at any time hereinafter by reason of any defect or omission on the part of the Seller any person or persons make claims in the property hereby conveyed or any part thereof, then Seller hereby agrees to refund the whole amount of sale consideration along with damages to extent of right affected in the said property by any defect or default or omission of the Seller and to make good the loss suffered by the purchaser(s).
19. THAT in case any dues are outstanding against the Seller or its predecessors in interest in respect of property hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the Seller and not the purchaser(s).
20. THAT the purchaser(s) shall take his own electric connection from Lucknow Electric supply undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The purchaser(s) shall obtain a "No Objection Certificate" from the seller for its purpose.
21. THAT the purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. from time to time.
22. THAT the Sellers shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid flat by any authority or body or Govt. till offer for possession or date of execution of this deed, whichever is earlier.
23. THAT the vacant possession of the property hereby sold has been delivered by the Seller to the purchaser(s) with all rights, privileges so far held and enjoyed by the Seller to hold and enjoy the same the purchaser(s) free from all sorts of encumbrances.
24. The seller shall be entitled to display signboards at the roof, on the exterior of the

building, and common area and use such open, free space for brand promotion etc. The purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the building.

25. THAT all the Provisions of Flat Owners Act, which are not contrary to this Deed shall apply.
26. The green lawns, parks and common areas in said project / Township shall not be used by the purchaser(s) for conducting any personal functions such as marriages, birthday parties, social gatherings etc. The same can be conducted at any common space, if any provided in any Building/ Block/Township on cost sharing basis with prior permission of the Vendor or its maintenance agency as the case may be.
27. The purchaser(s) agrees and undertakes that he/she shall not object to the purchaser(s) developing/constructing or continuing to develop/construct other Apartments/buildings on the adjoining lands to the said Apartment. The purchaser(s) agrees & understands that the Seller or its nominated agency may at their sole discretion and subject to applicable laws & permits by local or statutory Authorities from time to time, may alter/rectify/modify the development of the areas/Apartments/common areas in the township and/or other facilities/structures in the township and the purchaser(s) consents in this respect and declares that he/she either individually or severally, shall not raise any objection or claim at any time against the purchaser(s).
28. That the purchaser(s) shall neither himself/herself do, nor permit anything to be done that may damage any part of the adjacent Apartment/s etc. or violates any rule or bye-laws of the Local Authorities or the Association of residents.
29. The Purchaser/Vendee shall, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter shall have no objection to the Promoter of other Units developing or continuing with the development of other Units adjoining the said Unit sold to the Unit Purchaser/Vendee. The Promoter alone shall be entitled to obtain the refund of various securities deposited by it during development of the said Project with various Governmental/Local Authorities for electric and sewer connection etc.
30. That the purchaser(s) shall be bound by the terms & conditions of the application form for EWS/LIG Apartment scheme and /or any other rules and regulations framed by the Govt. of Uttar Pradesh in this regard. The terms & conditions of the application for EWS/LIG Apartment and the recitals herein above shall be deemed to be incorporated in this Conveyance Deed, and as such forms an integral part of this Conveyance Deed.
31. **COMMON AREA & MAINTENANCE:** In order to provide necessary maintenance services, the Promoter may, upon the completion of the said Project, hand over the maintenance of the said Project to any Body-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Promoter in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the said Project

including common areas, landscaping and common lawns, water bodies of the said Project will be organized by the Promoter or its nominated Maintenance Agency. The purchaser(s) agrees and consents to the said arrangement. The Purchaser/Vendee undertakes to pay maintenance charges, common electricity charges, common water charges, garbage disposal charges (if any) which shall be fixed by the Promoter or its nominated Maintenance Agency from time to time depending upon the cost of such expenses from time to time. The Purchaser(s) shall be liable to pay interest at the rate of 15% per annum for non-payment of any of the charges within the time specified, failing which the purchaser(s) shall be disentitled to the enjoyment of common services including electricity, water etc.

(a) That the purchaser(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the promoter or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the said Project and shall be bound by the rules & regulations as described in the Maintenance Agreement. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Project, the charges payable by the purchaser(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the promoter or Maintenance Agency, for non/belated payments thereof.

(b) The Purchaser/Vendee shall keep with the Promoter an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision

32. That from the date of offer of possession of said Apartment, the maintenance of the said Apartment shall be the exclusive responsibility of the purchaser(s). That the Purchaser(s) do hereby agree with the following covenants:
- a. To maintain the said apartment at its own costs, so as to keep the said apartment in good state and condition from the date of taking possession of the same and not do or suffer to be done anything, in or to the neighboring Apartments or any part of the said project / Township which is against the rules, regulations or bye/laws of the concerned local authority and/or the society of residents of the said Township.
  - b. Not to cover any adjacent area, nor at any time make or cause to be made, any additions or alternations of whatsoever nature in or to the Said apartment or any part thereof, and shall keep the sewers, drains and pipes in good conditions.
  - c. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in any part of the said project / Township or any portion of the Said Land or anywhere in the said Township.
  - d. To permit the Vendor/Maintenance Agency, on prior intimation, and their servants and agents, whether with or without workmen, at all reasonable times, to enter into and upon the Said Apartment or any part thereof, to view and examine the state and condition thereof and for maintenance purpose.

- e. To abide by all the terms & the conditions of this Indenture of sale / Application Form and the applicable laws and to indemnify for any such act that results in loss owing to any contravention or non-compliance of any of the provisions of the Indenture of sale / Application Form.
  - f. Not to permit installation of any Telecom Tower or Antenna or Advertisement Tower/Hoardings or any other and similar type of equipment.
  - g. That the said apartment along with the said project shall be governed under the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 read along with rules framed thereunder and also the Declaration registered under this Act. The common areas and facilities and the undivided interest of each Apartment owner in the common areas and facilities in the said project and rules and regulations and resolutions adopted in pursuant thereof or any statutory enactment or modifications thereof and the purchaser(s) hereby covenants to be bound by its bye-laws, decisions and resolutions. The Purchaser(s) further agrees and confirms that its right, title and interest in respect of the said Apartment in the said project shall be limited to and governed by what are specified in the said Declaration.
33. That in case the Purchaser/Vendee(s) has availed loan facility for the purchase of the said Unit, the Purchaser/Vendee hereby covenants with the Promoter that after the execution and registration of Deed of Conveyance regarding the said Unit, the original Deed of Conveyance shall be received by the Promoter on behalf of the Purchaser/Vendee(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
34. In the event of death of the Purchaser/Vendee, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
35. The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Promoter and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.
36. The Purchaser(s) shall be bound and hereby agrees to pay such charges together with charges for any replacement/up-gradation/additions/major repair(s) etc. of plant, machineries and equipments, etc. promptly as per the Bills raised by the Maintenance

Agency from time to time; and shall execute a Maintenance Agreement with the Vendor/Maintenance Agency in this regard and also undertakes to abide by the terms & conditions of the Maintenance Agreement. It is specifically made clear and it is so agreed by the Purchaser(s) that this condition relating to the maintenance charges etc. as stipulated in this clause shall survive the conveyance of title in favour of the Purchaser(s) and Vendor or its maintenance agency/Lucknow Development Authority/ Municipal Corporation/local body or association shall have first charge/lien on the said Apartment in respect of any such non-payment of shortfall or increases as the case may be. The Purchaser(s) undertakes to pay promptly without any reminders, all bills and charges as may be raised by the Maintenance Agency from time to time. The Purchaser(s) has assured the Vendor and the Maintenance Agency that the Purchaser(s) shall not withhold, refuse, or delay the payment of maintenance bills raised by the Maintenance Agency in the event of non-execution of the Maintenance Agreement or for any other reason whatsoever. Non-payment of any such charges within the specified time shall also disentitle the Purchaser(s) to enjoyment of common services and the Vendor/ Maintenance Agency/Resident Welfare Association (RWA) etc. shall be at liberty to disconnect all such services without any notice to the Purchaser(s). The Purchaser(s) agrees & consents the above arrangement and will not question the same singly or jointly with other Purchaser(s) s/residents or occupants. The Purchaser(s) shall be liable to pay interest free maintenance security, sinking fund, common maintenance charges, etc. as determined by the Vendor or the maintenance agency from time to time without any demur.

37. That, it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the "Said Apartment" in the EWS AND LIG AUMORA shall equally be applicable to and enforceable against any and all occupiers, tenants, license(s) and/or subsequent Buyers / assignees of the Said Apartment of the purchaser(s), as the said obligations go along with the Said Apartment for all intents and purposes. The purchaser(s) agrees & undertakes to convey all the terms & conditions hereof to the subsequent purchaser/occupier, in case the purchaser(s) further transfers the said apartment to any other person(s) after 5 years in terms of the EWS/LIG Govt. Policy. The purchaser(s) shall also obtain NOC from the maintenance agency prior to such sale/subsequent transfer after clearing all their due/outstanding against the common maintenance charges etc. and shall update the records of the Maintenance Agency accordingly; failing which the Seller herein or the Maintenance Agency shall have first charge over the said apartment to recover it's dues against the common maintenance charges/etc
38. THAT except Ownership rights in the construction of the said Flat hereby sold, purchaser(s) shall have no claim, right, title or interest of any kind in respect of said property and roof of the said property hereby sold. However, the purchaser(s) of the said property shall have only right to use all common facilities except as herein above provided. The purchaser(s) will be absolute owner(s) of the Flat sold only by virtue of the instant deed and the common areas and all common facilities shall remain undivided. The purchaser(s) shall have no claim against the Builders/Seller in respect of any item of work, material and installations etc., in the said property hereby sold.

39. That the Seller hereby declares that this Sale Deed is being made in favour of the Purchaser along with the undivided proportionate title in the common areas to the association of allottees/ Maintenance society/resident welfare association formed or to be formed for the said project.
40. THAT the flat transferred under this deed is situated at \_\_\_\_\_, which is not within a limit of 100 meter main Kishan Path or any other segment roads given in circle rate list, hence the valuation of the land is calculated as per Residential rates given in the circle rate list issued by Collector, Lucknow. There is no Wooden Flooring, Modeler Kitchen, Wooden Wardrobe, Swimming Pool in the flat/building. No part of it is being used for Commercial purposes.
41. That save and except the said Flat as is purchased by the purchaser(s), the purchaser(s) shall have no claim or right of any nature or kind whatsoever in the open land and / or the building subject nevertheless that the purchaser(s) shall have limited right to use the common portions with the other occupiers of the flats and the building as per the conditions imposed by Maintenance Society.
42. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Flat to the Purchaser(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the seller after the date of registration of this Sale Deed.
43. **INDEMNIFICATION:** That the purchaser(s) hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the purchaser(s) in respect of the said Flat from the date of execution of this Deed.
44. **NOTICE:** That all letters, circulars, receipts and / or notices issued by Seller dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the purchaser(s) given herein above will be sufficient proof of the receipt of the same by the purchaser(s) and shall completely and effectually discharge the Seller in respect of the same.
45. That the proportionate area of the land hereby sold is about \_\_\_\_\_ (\_\_\_\_\_) sq. meter situate in Village Purseni the value whereof @ Rs. \_\_\_\_\_/- per sq. meter comes to Rs. /-. The total area of flat is about \_\_\_\_\_ (\_\_\_\_\_) sq. meter and value thereof @ Rs. \_\_\_\_\_/- per sq. meter comes to Rs. \_\_\_\_\_/-. The total value of land and construction of the flat comes to Rs. \_\_\_\_\_/-. However the actual sale consideration being Rs. \_\_\_\_\_/- only. Hence the stamp duty of Rs. \_\_\_\_\_/- has been paid vide E-Stamp Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ on the sale value of the Flat.

46. THAT the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be exclusively borne by the purchaser(s) and the stamp duty has been paid by purchaser(s) to this deed.
47. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.
48. **JURISDICTION:** That, the Courts of Uttar Pradesh, at Lucknow bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.
49. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the Arbitration Act). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Lucknow. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

**SCHEDULE OF PROPERTY**

Flat No. \_\_\_\_\_(\_\_\_\_\_) on the \_\_\_\_\_ (\_\_\_\_\_) Floor in the building known as 'EWS AND LIG AUMORA', built over a plot of land bearing Khasra Nos. \_\_\_\_\_ situated at Village Purseni , Mohanlalganj, Lucknow measuring about \_\_ (\_\_\_\_\_) sq. mtr. with proportionate right in land \_\_\_\_\_sq. mtr. and bounded as under :-

**EAST :**  
**WEST :**  
**NORTH :**  
**SOUTH :**

**IN WITNESS WHEREOF** the parties have put his respective hand on this deed of sale on the date month and year, first above written.

**Signature of Seller**

**For M/s Samridhi Infraventures**

**Authorized Signatory/Partner**

**Signature of Buyer(s)/ Allottee(s)**

**Witness:**

**1.**

**2.**

**Drafted by:**

**Composed by:**