

BRIEF DETAILS OF SALE DEED

1. Type of property : Residential
2. Mohalla : Sushant Golf City (Sector F)
3. Property Details : Flat No....., Lucknow, (U.P.)
4. Measurement Unit : Square Meter
5. Area of Property : Carpet Area
6. Situation of Road :
7. Other Description :
8. Sale Consideration :
9. Market Value :
10. Stamp Duty :

No. of First Party: 1	No. of second Party: 1
Details of owner	Details of Vendee
Amrit Planners Pvt. Ltd. having its registered office at ROOM NO 1, 127 ARJUNGANJ LUCKNOW 226012, UP, INDIA	

SALE DEED

This DEED OF SALE is made at Lucknow on this day of ...
month....year

BETWEEN

Amrit Planners Pvt. Ltd., (PAN-) a company incorporated under the Companies Act 2013, having its registered office at ROOM NO 1, 127 ARJUNGANJ LUCKNOW 226012, UP, INDIA through its Director Mr. Naveen Kumar Sharma, in the capacity of owner of the FSI and developer of the HI-Tech Township being developed under the name and style of Sushant Golf city Lucknow ,(hereinafter referred to as the "**PROMOTER**", which expression shall include its heirs, executors, administrators, permitted assignees, successors, representatives, etc., unless the subject and context requires otherwise), of the one part,

AND

----- **resident** (hereinafter referred to as the "**Vendee**", which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) **in the capacity of purchaser of the Flat**, of the other part.

WHEREVER the Vendee is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, itself, etc. in this agreement in relation to the Vendee shall be deemed as modified and read suitably as the context requires.

ANDWHEREAS the Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policy, announced a policy dated 22.11.2003 to be known as Hi-Tech Township policy to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure and for which it invited proposals for development of Hi-Tech Township in the state of U.P.

ANDWHEREAS the High power committee constituted by the Government of Uttar Pradesh selected M/s Amrit Planners Pvt. Ltd. for the development of Hi-Tech Township on Sultanpur Road, Lucknow.

ANDWHEREAS the Government of Uttar Pradesh has, under its State Housing Policy, announced a policy, to promote and facilitate private sector participation in developing Hi-Tech Townships with world-class infrastructure.

ANDWHEREAS that under the said policy the High power committee constituted by the Government of Uttar Pradesh has selected Ansal API for development of a Hi-Tech Township at Sultanpur Road in Lucknow on the land measuring 1765 acres (approx.) and a Memorandum of Understanding to that effect has been signed and executed between Ansal API and Lucknow Development Authority (LDA) constituted under the provisions of Uttar Pradesh Urban Planning Development Act 1973.

ANDWHEREAS in pursuant to the said Memorandum of Understanding, Ansal API has signed and executed the Development Agreements with the Lucknow Development Authority (LDA) for development of this township.

ANDWHEREAS that a memorandum of understanding has been signed between Lucknow Development Authority, Lucknow (the nodal agency) and the said developer for development of Hi.Tech Township in Lucknow and in furtherance of which the Detailed Project Report (DPR) has been submitted by the said developer which has been approved by the Lucknow Development Authority, Lucknow.

ANDWHEREAS that the detailed lay out plan of the Hi-Tech Township has also been approved by the Lucknow Development Authority, Lucknow.

ANDWHEREAS that the land uses of the proposed site conforms to

the development of Hi-Tech Township as per the master plan of Lucknow 2021.

ANDWHEREAS that the layout plan has been approved with the detail project report and all the development work on the land is to be based on layout plan only

ANDWHEREAS The Promoter/Owner has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

ANDWHEREAS The Promoter/Owner has registered the Agreement to sell with the Alottee under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

ANDWHEREAS, the Vendor and the Owner jointly represents, declares and to the Vendee as under:-

(a) That the vendor is the absolute owner of the (herein after referred as the "said FLAT") and no one else besides the owner/vendor has any right, claim, lien, interest or concern whatsoever on the said FLAT and the owner/vendor have full right and absolute authority and right to sell and transfer the same to the Vendee, and also conforms to the Vendee that they have not entered..... into any kind of agreement/arrangement whatsoever with any person in respect of the said FLAT to any other person (s).

(b) That the title in terms of Owner/Vendor is absolutely clear and marketable and that the said FLAT is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.

(c) That the Vendor hereby confirms and assures the Vendee that Vendor are not barred or prevented by any administrative/ statutory attachment order or notification from entering into the present transaction with the Vendee.

(d) That the Vendor shall keep the Vendee harmless and indemnified from all losses and damages in case the above declarations or any part thereof is found to be false or incorrect and/or otherwise for any reason, whatsoever.

(e) That the vendee has duly inspected all the relevant documents, statutory and mandatory approvals, title, rights, encumbrances and right to construct the Multi storied apartment, and also satisfied himself in respect of the material used in constructions, without any fear, Pressure, or inducement

of any nature, and is willing and ready to purchase the said property in the residential apartment by way of sale, in the group housing complex known as "....." in

AND WHEREAS upon the aforementioned declaration and assurances of the Vendor/Owner, the Vendor hereby sells and the Vendee hereby purchases the said FLAT for consideration ofon the terms and conditions mentioned herein under:

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That the vendor and vendee had entered into an agreement/arrangement to sell dated and the vendee has paid the entire sale consideration to the vendor of Rs.and Vendor hereby admits and acknowledges to have received the entire sale consideration as per the schedule of payment mentioned at the end of this deed.
2. That the Vendor hereby absolutely sells conveys transfers and assigns the **Flat No.**along with all the rights of ownership, possession, interest, easement and privileges appurtenant to the said FLAT to have and to hold the same unto the Vendee absolutely and forever.
3. That the Fire Fighting Equipment and Fire Prevention Measures which are required within the Apartment and which become necessary on account of any interior decoration/partition or heat load created by the Vendee shall be installed by the Vendee himself at his own cost and they shall obtain necessary permission in this regard from the concerned authority/ authorities.
4. That Fire Safety Measures are to be provided as per the existing Fire Safety Code/ Regulations. If due to subsequent Legislation/ Government orders or directives or guidelines or if deemed necessary by the Vendor, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the Vendee.
5. That the upkeep and maintenance of the Said Flat shall be arranged by the Vendor for this purpose the Vendee shall pay the monthly charges as may be fixed from time to time by the Society/ Resident Welfare Association or its nominee and shall deposit with the society one time sinking fund as per rules in case the interest on the deposited sum falls short for the maintenance the Vendee shall be liable to deposit maintenance of the said Flat.
6. That the liability of the owner is strictly restricted to the title of the land and all other liabilities, with regard to quality of construction, area of unit, sale consideration etc., shall be borne by the Vendor.

7. That Vendee is also liable to pay maintenance charges other than mentioned in previous paragraph for maintenance of the township to Vendor/Owner or its authorized maintenance agency. The Vendee assures that as and when required Vendee shall sign the maintenance agreement with the Amrit Planners Pvt. Ltd. Limited or its nominated agency.
8. That the Vendee also agree to be bound by all the rules and regulation that are applicable and those that may be made applicable by the Vendor /Maintenance agency/society/ company for the maintenance of the said Flat.
9. That the Vendor have unrestricted and uninterrupted rights over the said property for forming the flat, detailed at the foot of this deed.
10. That the Vendor being absolute owner of the Said flat hereby sold are fully competent to transfer the same by way of sale to the Vendee hereto.
11. That the Vendor hereby also covenant about the warranty of their title and declares that the Said flat hereby sold is free from all sorts of encumbrances, charges, attachment, mortgages, liens and the like. The Vendor hereby indemnifies the Vendee against any claim by anybody or person and in any suit, claim or case against the said flat.
12. That if on account of any defect in the title of the owner/Vendor, the Vendee is dispossessed of the whole or part of Said flat hereby sold, the Vendee shall be entitled to claim from the Vendor the refund of the whole or part of sale consideration with all the costs and damages as the case may be for whole or part of the Said flat so lost.
13. That all the dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing, if any, shall be paid and borne by the Vendor up to the date of allotment of the Flat and thereafter the same shall be paid and borne by the Vendee.
14. That the Vendor has delivered the vacant possession of the said flat hereby sold to the Vendee and the Vendee has been put into physical possession thereof on the date of execution and registration of this Deed.
15. That the Vendee hereby agrees that if any demand is raised or issued by any Authority, due to the enhancement in the compensation under the orders of any Superior Court, the same shall be borne by Vendee upon receiving intimation from the Vendor.
16. That the Vendee, his heirs, successors and assigns are now entitled to enjoy all the rights of Ownership and interest and easements and appurtenances in the aforesaid said flat together with all the rights

arising there from without any interruption or hindrance by the Vendor hereto and he will also be entitled to get his name mutated in the Nagar Nigam records or elsewhere in place of the Vendor's name as absolute Owners.

17. That the Vendee shall from the date of possession maintain the said flat at his own cost, in a good tenantable and in a good condition and shall not do or suffer to be done anything in or to the said building(s) or the said flat or the staircases, lifts and lift lobbies, shafts, stilt, basements, compound and common passages which may be against rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Vendee change alter or make alteration in or to the said flat or the building(s) or any part thereof. The Vendee shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.
18. That the Vendee shall have proportionate undivided impartible interest in the land as well as common services facilities are in and appurtenant to the building raised over the block space in the proportion to the area of the flat hereby transferred.
19. That the Vendee shall neither make nor allow to be made any addition or alteration in the said flat or the building which may cause damage to the permanent structure like columns, projections and facade etc. In case any construction, building, re-building, addition or alteration and the like activities are to be carried on by the Vendee in or over the said property, the same shall be carried out only with the prior approval of society or statutory/local authorities/bodies having jurisdiction in this behalf.
20. That the rights of the super structure forming the said property hereby transferred along with its impartible interest in the land and common services/facilities shall be unseverable of interest of the owner and occupants of the other flats and shall not be subject to partition and/or subdivision in any manner whatsoever at any stage by the Vendee or any person claiming through or under him. It shall, however be transferred only as an interest incidental to the said property being transferred hereby and subject to the terms and conditions laid down by the Vendor/maintenance agency to run and maintain the common facilities /services/area in the said Township. The terms and conditions shall mutatis mutandis be applicable upon subsequent transferees.
21. That the lobbies, stairs, and other common services and circulation area in and around the building shall be left unobstructed for free and convenient movement .Any encroachment upon these common and circulation area shall be unauthorized and liable to be removed at the cost and expenses of the encroacher without any notice.
22. That except the said property herein transferred all common amenities

and facilities within the said flat and residual rights thereof shall continue to vest in Vendor.

23. That the Vendee shall not use the said flat or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the Zoning/ Building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to the other occupiers of "Tower-E" or for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the said flat which tend to cause damage to any Flooring or ceiling of any premises above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Vendee shall not use the said flat for any activity commercial or otherwise except for residential purpose only.
24. That the Vendee shall not put up any name or sign board, neon, sign, publicity or advertisement material, hanging of cloths etc. on the external façade of the Complex/Building or anywhere on the exterior of the Building or common areas and shall not change the color scheme of the outer walls or printing of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, architectural features and design.
25. That the Vendor hereby confirms that the possession of the said flat has been handed over by the Vendor to the Vendee to the complete satisfaction of the Vendee.
26. That the Vendee shall have electric, telephone, water and other services connections at his own cost and expenses without disturbing the permanent structure (s) and facade of the said property/building.
27. That the Vendee shall pay all taxes/premiums/rates/or other charges as may be required by the local/municipal or other authorities. If any authority /body charge the same from the Vendor, the same shall be recovered by the Vendor from the Vendee.
28. That the Vendee will abide by all laws, bye-laws, rules, and regulation of the Govt./Local bodies/maintenance agency/society/Resident Welfare Association and/or any other authorities and shall attend answer and be responsible for all deviation failure or breach of any of the condition of bye-laws or laws or rules and regulations and keep the Vendor indemnified, secure and harmless against all costs consequences and damages arising due to breach and /or non-compliance of the said bye-laws /regulation by the Vendee.
29. That the Vendee shall bear expenses of stamp duty registration charges, legal fee, and other expenses in connection with the execution and registration of this deed.

30. That it is understood by the parties that the said Flat exists in area which is going to be occupied by several other occupants. To safeguard the common object of all other occupants certain conditions as imposed by this deed on the Vendee are essential so as to protect the rights of all the occupants.
31. That it is mutually agreed that save and except in respect of the said flat hereby agreed to be acquired by the Vendee, shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over in respect of land, open spaces and all or any of the common areas such as lobbies, staircase, lifts, corridors, which shall remain the property of the Vendor.
32. That the Vendee undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the Apartments, Storage Spaces, Car Parking Spaces, Other Common areas, facilities and amenities.
33. That the Vendee shall abide by all Laws, Rules and Regulations of the Central Government/ State Government/Lucknow Development Authority/ Nagar Nigam, Lucknow/Local Bodies and shall exclusively be responsible/ liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.
34. That the Vendee from the date of the execution of this deed has become exclusive owner of the Said flat hereby sold.
35. That the Vendee shall not do any act or thing which may cause any damage to the lower adjoining or upper portion (said flats) of the said flat hereby sold or shall never cause any hindrance or obstruction in the enjoyment and use of the said upper or adjoining and lower portion of the said flat hereby sold by their respective Owners.
36. That all the passages, exits, entrances open space and staircase or other facilities by their very nature are to be utilized and enjoyed commonly.
37. That all the rates, taxes and liabilities accrued and payable after the execution of this deed in respect of the said flat hereby sold shall be exclusive liability of the Vendee hereto and the Vendor shall not be liable for the same.
38. That for purpose of stamp duty the circle rate of land is fixed isas the entrance of group housing is situated on abovemtr. wide road, and it is also at corner hence after 1.....enhancement in circle rate value comes to thus the value of the proportionate land area....., and according to D.M. Circle rate the Flat is covered under the premium category value of carpet area of Flat i.e.sq.mts. which is calculated @ Rs thus the total value

of proportionate land + covered area iswhich is more than sale consideration of Rs.....-, thus stamp duty is calculated on market value which comes to Rs.and is being paid by the vendee accordingly.

SCHEDULE OF PROPERTY

BOUNDARIES

East	-
West	-
North	-
South	-

SCHEDULE OF PAYMENT

Vendor hereby admits and acknowledges to have received the entire sale consideration as per the schedule of payment mentioned at above; whereas the market value of the aforesaid property as per the then prevalent circle rate on the date of agreement comes to Which is lower than the sale consideration.

IN WITNESS WHEREOF, the Vendor, Owner and Vendee have set their respective hands with healthy and free mind on these present on the day, month, and year First above written in presence of the following witnesses.

WITNESSES:-

1. **VENDOR**
PAN-

VENDEE
PAN-

2.

Typed by :

Drafted by :