

(2) NOTE: Individual to Individual developed plots (sale to Purchaser directly)

DETAILS OF INSTRUMENT IN SHORT

Ward/Pargana	:	Dewa
Mohalla/Village	:	Sandauli Umarpur
Details of Property	:	Sub-Divided Plot Nos. to being part of Khasra Nos. in the colony known as "ANAND DHAM SOCIETY"
Standard of measurement	:	sq.mtr.
V-Code	:	1184
Area of land	:
Type of Property	:	Plot
Consideration/ Valuation	:	`/- `/-
Stamp Duty	:	`/-
Boundaries	:	
No. of persons in First Part (1)		
Details of Seller :		
No. of persons in Second Part (1)		
Details of Purchaser :		

SALE DEED

THIS SALE DEED MADE ON this __th day of _____, 2020 BY
son of Sri, Permanent and Present resident of
....., Lucknow, (hereinafter referred to as **SELLER**).

IN FAVOUR OF

..... son of Sri, permanent and present
resident of (hereinafter referred to as
PURCHASER).

WHEREAS the Seller is the owner of sub divided Plot No. measuring sq.mtr. being part of Khasra No., in the colony known as “ANAND DHAM SOCIETY”, situated at Village- Sandauli Umarpur, Pargana-Dewa Tehsil-Nawabganj, District-Barabanki

AND WHEREAS Seller purchased land comprising of Khasra No. measuring sq.mtr, situated at Village- Sandauli Umarpur, Pargana-Dewa Tehsil-Nawabganj, District-Barabanki through a registered sale deed dated in Book No.I, Zild No. at Pages Serial No. registered on in the office of Sub-Registrar-Nawabganj, Barabanki.

AND WHEREAS the Seller carved out different sizes of plots with an intention to develop a colony which colony is to be known as “ANAND DHAM SOCIETY”.

AND WHEREAS the layout plan has been duly sanctioned vide Permit No. dated by Jila Parishad, Barabanki.

AND WHEREAS the Seller has agreed to sell the said sub-divided plot, detailed in the Schedule of Property given at the foot of this deed, (hereinafter referred to as the "**Said Property**") which is free from all encumbrances whatsoever to the purchaser for a consideration of `/- only (Rupees only).

AND WHEREAS the Seller has received the said consideration amount from the purchaser in the manner detailed given below :-

1. `/- only through Cheque No. dated drawn on

NOW THIS SALE DEED WITNESSETH AS UNDER:-

1. That having received the said consideration amount, the seller doth hereby sells, conveys and assigns absolutely to the Purchaser the said property mentioned above & all that it has including all rights of easement and appurtenances attached thereto; TO HOLD and possess the same unto and use and enjoy the same as absolute owner thereof free of all encumbrances whatsoever.
2. That seller has handed over the vacant possession of the property mentioned above to the Purchaser with all its rights and privileges so far held and enjoyed by the sellers.
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 and other occupants shall not keep or store or cause to be stored any objectionable articles, things, materials, and goods in the common area and shall not obstruct the ingress and egress of the other occupants in any manner whatsoever.
5. That it is specifically agreed by the buyer that till the date of formation of society, the Authorised Agency will be maintaining the water main, sewer lines, and other common facilities leading to ingress and egress of the Plot hereby sold, and the Purchaser shall pay to the Authorised Agency towards such maintenance charges at such rates which will be mutually decided by the parties and after the formation of the society all purchaser shall pay to the society.
6. That the purchaser shall be liable to deposit Interest Free Maintenance Fund (**IFMS**) with the Authorised Agency.
7. 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 the view of the actual cost of maintenance, for which the necessary notice will be given by the Authorised Agency to the purchaser and on default of the purchaser or failing or neglecting or refusing to make

payments of the said maintenance charges, Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser.

8. That if the purchaser fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the purchaser under this deed, then the Authorised Agency will be entitled to withdraw all facilities and after payment of defaulted amount only the services may be restored.

9. That before transfer of the said property either by purchaser or any of their transferee(s), the purchaser or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the Developer/Authorised Agency/Society maintaining the aforesaid project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the purchaser or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the Developer/Authorised Agency/Society then in that event the new owner/ owners of the said property shall have to pay all the outstanding dues regarding the maintenance charges and other charges, which are found payable/due in respect of the said property.

10. That the Plot hereby sold shall be used by the purchaser for residential purposes only.

11. That the Seller represents 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 is deprived of the property hereby conveyed or any part thereof on account of any defect in the title of the Seller if the purchaser is put to any loss on this account then the purchaser shall be entitled to recover from the Seller his successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with interest and damages.

12. That in case any dues are outstanding against the Seller or his 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.

13. That the purchaser shall take his own electric connection from Electric supply undertaking and will pay for the electricity consumed. The purchaser shall obtain a "No Objection Certificate" from the sellers for this purpose.

14. That the land hereby sold is not subject matter of any acquisition under any of the Schemes notified by Development Authority or Housing Board or any other Authority till date.

15. That the entire expenses for execution and registration of this deed including stamp duty, registration fees and other miscellaneous expenses have been exclusively borne by the purchaser.

16. That the area of the plot hereby sold is sq.mtr., the market value whereof for the purpose of Stamp Duty as per rates fixed by Collector, Barabanki @ ____/- only per sq.mtr. Comes to `/- only. There is no construction on the Said Plot. It is not situate on any Segment Road.

17. That the expressions "Seller" and the "Purchaser" hereinbefore used unless repugnant to the context mean and shall always mean and include their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF WE the above named Seller and purchaser have put our respective hands and thumb impressions to these presents on the date, month and year mentioned first above.

SCHEDULE OF PROPERTY

Sub-Divided Plot No. measuring sq.mtr. being part of Khasra No., in the colony known as "ANAND DHAM SOCIETY", situated at Village-Sandauli Umarpur, Pargana-Dewa Tehsil-Nawabganj, District-Barabanki shown in the plan annexed and bounded as below :-

EAST :

WEST:

NORTH :

SOUTH :

WITNESSES :-

1. SELLER

2. PURCHASER