			<i></i> 5.
	Ward		1
	Sale Conside	eratio	on: Rs.
	Stamp Duty		: Rs
			RY OF DEED
1.	Type of Land		
2.	Ward/Pargana		
3.	Mohalla/Village	- 8	
4.	Details of Property	80	
5.	Unit of Measurement in	*	
500	(Hect./Sq. meter)	:	Sq. meter
6.	Area of Property		
7.	Details of Road	•	
50000	(As per Schedule)		
8.			
٠.	Type of Property		
во	UNDARIES :		
	North :		
	South :		
	East :		
	West :		
Nu	mber of First Party (1)		
	tails of Seller		
		NT A	AUTHORITY Lucknow through Prabhari
	Adkhikari Sampatti (Con	nme	rcial), office situated at Pradhikaran
	Bhawan, Vipin Khand, Gor	nti N	lagar, Lucknow.
N	umber of Second Party (1)	
	etails of Purchaser	A.100	

PAN

Mob No.

Occupation : Business

SALE - DEED

THIS SALE DEED executed between LUCKNOW DEVELOPMENT AUTHORITY Lucknow through Prabharl Adhikari Sampatti (Commercial), office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow (hereinafter referred as the "SELLER/FIRST PARTY/L.D.A.", which expression unless repugnant to the context shall always mean and include the seller itself, its executors, administrators, legal representatives and assigns) on the ONE PART.

AND

the "PURCHASERS/SECOND PARTIES" which expression unless repugnant to the context shall always mean and include the purchaser himself, his heirs, Successors, legal representatives and assigns) on the OTHER PART. WHEREAS, the tenders were invited for allotment of Commercial Properties, the auction whereof to be held on, for which the publication was made in Daily News Paper "Hindustan" on dated web- portal of L.D.A.
OTHER PART. WHEREAS, the tenders were invited for allotment of Commercial Properties, the auction whereof to be held on
publication was made in Daily No.
publication was made in Daily No.
publication was made in Daily No.
web- portal of L.D.A. The information was also published on the official
web- portal of L.D.A. was also published on the official
AND WHEREAS, pertaining to Plot No. CP-
cuckilow, bearing an area of
and category reserved for Schedule Caste the purchases
- per sq. meter in comparison to recom-
Price of L.D.A. @ RS/- Per Sq. meter, hence the same was
recommended for allotment by the Auction Committee and the same was
finally approved by the Vice-Chairman on

AND WHEREAS, after deposit of the required amount, the allotment letter was issued by L.D.A. through dispatch No.), dated to the purchaser. The rest amount was informed to be paid in Twelve quarterly installments.

HENCE THIS SALE DEED WITNESSETH AS UNDER

'SCHEDULE OF PROPERTY' given at the foot of this deed to have hold, possess, use and enjoy the same as absolute owner thereof.

- 2. That the terms and conditions of the tender notice including the terms as may be contained in the Allotment Letter, as well as Rules & Regulations including the order passed by the Vice-Chairman of the Seller in this regard shall be fully applicable upon the purchaser and the purchaser shall abide by the same.
- 3. That the land has been allotted on the principle of as it is where it is basis and only external development like approach road, S.W. Drain, Trunk Sewer and source of electricity shall be provided. The seller shall not be responsible for any water system or source and purchaser shall have to develop its own plot out of its own cost and expenses.
 - 4. That the purchaser shall raise the constructions according to plan duly approved in this regard by the Competent Authority, L.D.A. Lucknow, preferably within a period of 5 years or as the Rules may be applicable.
 - 5. That the purchaser shall have to obtain no objection for getting the map sanctioned from the Competent Authority for construction upon the demised land from the Nagar Nigam, State Government, Central Government and other organization as may be required according to Rules. And the expenses, whatsoever, applicable in this regard shall be borne by the purchaser.
 - That the purchaser shall pay all the taxes, charges and any other thing leviable after sale deed which may be lawfully levied and imposed by any Local Authority, State or Central Government or any other Competent Authority from time to time.
 - 7. That if in future the seller may be directed to make payment towards compensation to the farmers on higher rate under the judgment and order passed by court of law then the seller shall be entitled to make demand pertaining to increased amount of compensation payable to

the farmers in proportionate manner and upon such demand in future the purchaser shall be liable to make payment of the aforesaid amount lawfully demanded by L.D.A. for making payment to farmers towards increased amount of compensation. And the purchaser covenant to abide by the same. And the said condition shall be equally applicable to the transferees of the purchaser who shall be bound to make payment if demanded by L.D.A. in this regard.

- That the purchaser covenants with the Seller to abide by all the rules, regulation passed by L.D.A./State Government from time to time and the same shall be binding and applicable upon the purchaser.
- That no legal proceedings of any kind may be commenced beyond the territorial limits of Lucknow Jurisdiction.
- 10. That in case of any dispute arising out of these presents pertaining to the property in question, then the matter shall be referred for arbitration and the Vice Chairman L.D.A., shall appoint the Arbitrator and the matter shall be referred to him. The decision given by the arbitrator shall be final and binding upon both the parties.
- That the ground coverage shall be% and the FAR shall be permissible according to Rules.
- 12. That the set-backs shall be applicable in accordance with भवन निर्माण एवं विकास उपविधि, 2008 as amended and modified till date.
- 13. That the purchaser shall be bound to make the provision of the parking space according to Rules as well as the law applicable at the time of construction. And if the proper parking space is not provided then the Competent Authority shall have every right to take action against the purchaser.
- 14. That the purchaser shall also be bound to raise construction with a provision of anti earthquake system including the provision for rain

water harvesting and making provision according to rules of Fire fighting, if applicable to the size of demised plot.

- 15. That in case at any time it may be found that the purchaser has obtained the allotment by fraud or mis-representation, undue influence etc. then the allotment will be cancelled and if a sale deed is executed on the basis of such allotment obtained by fraud, undue influence etc. then the sale deed may also be cancelled according to law, and 50% of the sale price will be forfeited.
- 16. That the purchaser shall have no right to make transfer of land by making subdivision of the plot by metes and bounds allotted to him, though the whole plot may be transferred. However, after construction upon the land the constructed units can also be separately sold and transferred to anybody according to law. It is hereby provided that in case of violation of the said term the Vice Chairman, L.D.A. shall have power to cancel the allotment or take any other legal action as may be deemed fit and proper.
- 17. That after raising full constructions and complete development of the property over the land in question the purchaser shall have to obtain the completion certificate from the Competent Authority as provided under the provisions of U.P. Urban Planning and Development Act, 1973 as the Rules for the same may require.
- That the possession of the land in question has been delivered to the purchaser today at the time of execution of the present sale deed.
- That the expenses for execution and registration of this deed shall be borne by the purchaser.
- 20. That it is to clarify that in case at any time it is revealed that the purchaser has not paid the full amount as applicable, or it is found that due to any omission or mis-interpretation of any rule or directions or mis-calculation or any human or technical error, the consideration

amount has been less charged by L.D.A. in all such circumstances, the purchaser covenant with the seller and undertakes that in case of any such reason as mentioned above is found at any time, then the purchaser shall be bound to remove such deficiency and shall make the payment good as may be actually admissible according to law and demanded by the seller.

21. The present plot of land for commercial purposes has been transferred and sold as freehold in total sale consideration amount of Rs./-. And as per Government Notification order No. Rs./-. And as per Government Notification order No. 13/K.N.-7-440/11-2015-700(111)/13, dated 30.03.2015, issued by 13/K.N.-7-440/11-2015-700(11)/13, dated 30.03.2015, issued by 13/K.N.-7-440/11-2015-700(111)/13, dated 30.03.2015, issued by 13/K.N.-7-440/11-2015-700(111)/13, dated 30.03.2015, issued by 13/K.N.-7-440/11-2015-700(111)/13

It is clarified that the possession of land has not been given earlier to the purchaser, but the same has been delivered by L.D.A. today at the time of execution of the present sale deed.

SCHEDULE OF PROPERTY

					-1	Co	mme	rcial	Plot	No.	CP-
All	Walter Lines	piece) 50	Luckno	w,	Dean			area	of delir	neated	and
(marked deed. T	with R	ed Color ndaries	ur in th	ne anne demised	xed M I plot	ap P are &	lan v as un	vnich i ider :-	Office	,	

North : South : East : West :

	HEREOF, Sri, as Prabhar
Adhikari Sampatti (C	ommercial), Lucknow Development Authority
Lucknow for and on beh	half of the Seller and, in persor
as purchaser both have	ve appended their hands to these presents in
presence of the witnes	ses at Pradhikaran Bhawan, Vipin Khand, Gomt
Nagar Scheme, Lucknow	w on the day, month and year mentioned below.
Lucknow	
Dated :	
Witnesses :-	For and on behalf of
 Signature 	SELLER
Section Officer	
L.D.A., Lucknow	
2. Signature	For and on behalf of the
Name :	PURCHASERS
S/O	
R/O	
Mob. No. :_	
Occupation : _	
Prepared by :-	Drafted By :-
()	(
Dealing Assistant	Advocate
	Counsel For L.D.A.
	Mob. No

Stamp Paid : Rs. SUMMARY OF DEED Type of Land 2. Ward Village/Mohalla Details of Property 4. 5. Unit of Measurement in : Sq. meter (Hect./Sq. meter) Area of Property 6. Details of Road (As per Schedule) Other details : 8. (9 mtr. Road/corner etc.) Type of Property : BOUNDARIES: North South East : West Number of First Party (1) Details of Seller LUCKNOW DEVELOPMENT AUTHORITY, Lucknow through Prabhari Adhikari (Sampatti), office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow Number of Second Party (1) Details of Purchaser PAN Mob. No.

Ward

Consideration Amount : Rs. Advance paid : Rs.

AGREEMENT TO SELL WITH POSSESSION

Occupation :

THIS AGREEMENT TO SELL entered between LUCKNOW DEVELOPMENT AUTHORITY Lucknow through Prabhari Adhikari (Sampatti), office situated at Pradhikaran Bhawan, Vipin Khand,

Gomti Nagar, Lucknow (hereinafter referred as the "SELLER/FIRST PARTY/L.D.A.", which expression unless repugnant to the context shall always meanand include the seller itself, its executors, administrators, legal representatives and assigns) on the ONE PART.

AND

Sri
. (hereinafter referred to as the "PURCHASER/SECOND PARTY" which expression unless repugnant to the context shall always mean and include the purchaser himself, his heirs, successors, legal representatives and assigns) on the OTHER PART.
WHEREAS, in respect of Commercial Land of Lucknow Development Authority in its various Schemes, the tenders were invited for disposal of property by way of auction by publishing the notice to the said effect in "" Hindi news paper, "" English news paper Lucknow edition and "" English news paper New Delhi edition dated
AND WHEREAS, the purchaser submitted its tender, pertaining to Commercial Plot No. CP
AND WHEREAS, the purchaser has deposited Rs/ And as such the allotment letter in respect of

the said plot of land through Dispatch No.	ugn
the aforesaid allotment letter, the Estimated cost pertaining	to
commercial Plot No. CP	
bearing the estimated area sq. meter was informed to	be
Rs/-, through the same letter the purchaser v	vas
required to deposit the rest 75% amount with interest by way of	20
quarterly installments @ Rs/- each, commence	ing
from to	

AND WHEREAS, since the purchaser has already deposited a total sum of Rs...../- which includes the freehold charges which amount is more than 25% amount of the cost/premium amount land in question and has also deposited the water, sewer and processing charges Rs. 6000/- and the purchaser is also agreed to deposit the rest amount in quarterly installments with interest as informed by L.D.A., as such has requested to execute the document of agreement with possession pertaining to the said land as provided under the rules/terms and conditions for disposal of commercial properties of L.D.A., so that the purchaser may be able to raise the constructions upon the said land in accordance with the map duly sanctioned by the Competent Authority. The purchaser has also undertaken to abide by all the rules and regulations, terms and conditions of the Lucknow Development Authority as well as State Government issued in this regard from time to time. And since in addition to deposit of the above mentioned 25% amount alongwith 12% freehold charges, the purchaser has also deposited the first installment of Rs...../- due date whereof was, hence the necessity for execution of the present deed.

HENCE THIS AGREEMENT TO SELL WITNESSETH AS UNDER

- 1. That in consideration total amounting to Rs.

 payable towards cost/premium amount of land, in which the freehold charges are also included, the seller after allotment has agreed to sell, the Commercial Plot No. CP
 Lucknow, bearing an area of Square meter in favour of the purchaser, morefully described in 'Schedule of Property' given at the foot of this Deed and marked with Italic lines in the annexed plan which forms part of this deed.
- 2. That out of the aforesaid amount, the purchaser has already deposited more than 25% amount of the premium/cost of land which also includes the freehold charges and the purchaser has agreed to pay the rest 75% of premium amount by way of quarterly installments with interest within 5 years i.e. in 20 installments. And

3. That after deposit of aforesaid installments the costing shall be done, and if it is found that complete amount of premium/cost of land with interest according to actual area available on the spot has been paid by the purchaser, then the sale deed pertaining to the above mentioned plot of land shall be executed and registered in favour of the purchaser, and if it is found that the purchaser has paid the installments after due date belatedly and due to such reason, the additional interest as per rules is payable then the same shall be paid by the purchaser and thereafter the sale deed shall be executed and registered.

- 4. That it is clarified that if the payment is not made within three months from the due date alongwith additional interest, if any, then the Vice-Chairman, L.D.A. has right to cancel the allotment, in such cases deduction as per rules will be made. Due to delay in making payment of installments the penal compound interest @ 16% according to rules for the delayed period shall be charged.
- 5. That according to policy laid down by the Government of Uttar Pradesh vide G.O. dated 10th May, 1995, the provision for converting the properties into freehold has been provided by charging 12% freehold charges. And as such the freehold charges are already included in the consideration amount which have been deposited by the purchaser as already mentioned hereinabove, hence upon completion of payment of total installments and all the dues, if any, and whatsoever it may be the land shall be transferred and sold to the purchaser by the Lucknow Development Authority as freehold.
- 6. That in case of default in making payment of consideration amount as mentioned in "Schedule of Payment" given in Para-2 above as well as in violation of terms and conditions as contained in the present document, the dues whatsoever may be found payable, the seller shall have right to recover the same with interest from the purchaser

as arrears of land revenue. In the same sequence it is submitted that if the purchaser may fail to deposit three consecutive installments, then the Vice-Chairman shall have power to cancel the allotment or to pass any other suitable order against the purchaser under the Rules of L.D.A.

- That the terms and conditions of the allotment as well as the terms contained in the tender notice shall also be equally applicable upon the purchaser.
- 8. That the land has been allotted on the principle of as it is where it is basis and only external development like approach road, S.W. Drain, Trunk Sewer and source of electricity shall be provided. The seller shall not be responsible for any water system or source and purchaser shall have to develop its own plot out of its own cost and expenses.
- That the seller has agreed to deliver the physical possession of land to the purchaser after execution and registration of the present document of agreement to sell.
- 10. That the second party shall raise constructions according to plan duly approved in this regard from the Competent Authority L.D.A. Lucknow for Commercial purposes preferably within a period of 5 years or within such a period as the rules may permit.
- 11. That the second party shall be free to make the building plan on the above land according to its design & Architecture as per rules and submit them before L.D.A. for approval and LDA after due deliberation will approve the building plan according to rules. The second party shall be free to make constructions as per the approved plan and float the scheme for the general public.
- 12. That No-objection certificate as may be required for sanction of map from Concerned Departments, as the case may be, shall be obtained by the purchaser/second party at his own cost and expenses.
- 13. That the second party covenants with the first party to abide by all the rules, regulation passed by L.D.A./State Government from time to time and the same shall be binding and applicable upon the purchaser.

- That the set-backs shall be applicable in accordance with भवन निर्माण एवं विकास उपविधि 2008.
- 16. That height of the building shall be in accordance with the provision as may be permissible according to no-objection given by the Air-Port Authority.
- 17. That the parking shall be provided by the second party according to law on the following principle as "पार्किंग प्रति 100 वर्गमीटर तल क्षेत्रफल समान कार स्थल 1.5" if for the Commercial Complex more parking is required under the rules then the purchaser shall be bound to provide more parking space.
- 18. That the purchaser shall also be bound to raise construction with a provision of anti earth quack system including the provision for rain water harvesting and making provision according to rules of Fire fighting.
- 19. That after raising full constructions and complete development of the property over the land in question the purchaser shall have to obtain the Completion Certificate from the Competent Authority as provided under the provisions of U.P. Urban Planning and Development Act, 1973.
- 21. That the purchaser shall have no right to mortgage the property without obtaining written permission in this regard from the Seller/L.D.A. And in this sequence it is hereby clarified that even if the permission to mortgage the property is granted by Lucknow Development Authority, but ownership rights shall always continue with the Seller/L.D.A. And the L.D.A. shall have first lien/charge over the property in comparison to anybody including mortgagor and as such it is clarified that till the full and complete sale consideration amount with interest and all other dues like lease rent and freehold charges including any kind of other dues which-so-ever may be found

payable by the purchaser to the Seller/L.D.A. are recovered and paid the first right to recover the same shall always be vested in L.D.A.

- 22. That apart from the payment of consideration amount with interest as mentioned in the present deed, the purchaser shall also be responsible to make such other payments as may be demanded by L.D.A. in this regard due to reason that if in future the seller may be directed to make payment towards compensation to the farmers on higher rate under the judgment and order passed by court of law, then the seller shall be entitled to make demand pertaining to increased amount of compensation payable to the farmers in proportionate manner and upon such demand in future, the purchaser shall be liable to make payment of the aforesaid amount lawfully demanded by L.D.A. for making payment to farmers towards increased amount of compensation. And the purchaser covenant to abide by the same.
 - 23. That in case at any time it may be found that the second party have obtained the allotment by fraud or mis-representation, undue influence etc. then the allotment will be cancelled and if a sale deed is executed on the basis of such allotment obtained by fraud, undue influence etc. then the sale deed will also be cancelled and 50% of the sale price will be forfeited.
 - 24. That it is to clarify and the second party/purchaser has undertaken and covenant with the seller that in case of any omission or misinterpretation, if any, rule or directions or miscalculation, the premium/consideration amount may be found as less charged by L.D.A. in all such circumstances the purchaser shall be bound to remove such deficiency and shall make the payment good as may be actually admissible according to law and demanded by the seller.
 - 25. That as already mentioned above that the purchaser after getting the physical possession of land from L.D.A. after execution and registration of the present document shall have legal right to raise the construction upon the land in question in accordance with map plan duly sanctioned by the Competent Authority/L.D.A. and as such the purchaser after sanction of map shall have right to book for allotment of the developed unit to the prospective buyer, but in this sequence it is clarified that the purchaser shall have no right to execute the sale deed in respect of the said developed unit allotted to the prospective buyer, until the sale deed is executed and registered by Lucknow Development Authority in favour of the purchaser/second party. In the same sequence it is further clarified that if the purchaser without getting the sale deed executed and registered in its favour pertaining to land in question from the Lucknow Development Authority, may execute any sale deed in respect of developed unit to its

allottee/prospective buyer, then such sale deed executed by the purchaser in favour of its allottee/prospective buyer shall be null and void. And in such circumstances the punitive action shall be taken by Lucknow Development Authority against the purchaser.

- 26. That it is clarified that if at any time it may be found that any dues/installment or any amount is due against the purchaser pertaining to land in question or in case at any time it may be found/observed that the purchaser has violated any terms, conditions, covenants or any rules, regulations and instructions whatsoever it may be and due to such reason any penalty/fine or damages or imposed in this regard against the purchaser in all these circumstances the L.D.A. shall have legal right to recover all such dues as arrears of land revenue from the purchaser by issuing RC in this regard U/s. 40 of the U.P. Act 30 of 1974, as provided under the law.
- 27. That in case of any dispute arising out of these presents pertaining to the property in question, then the matter shall be referred for arbitration to the Arbitrator duly nominated and appointed by the Vice Chairman L.D.A. The decision given by the Arbitrator shall be final and binding upon both the parties.
- That no legal proceedings of any kind may be commenced beyond the territorial limits of Lucknow Jurisdiction.
- That the expenses for execution and registration of this deed shall be borne by the purchaser.
- 30. That although the present document is agreement to sell upon which 2% stamp duty is payable upon the consideration amount. But since the possession is agreed to be delivered to the purchaser after execution of present agreement to sell, hence full stamp duty @ 7% upon the total consideration amount becomes payable. As such according to Government Notification order No. 13/K.N.-7-440/11-2015-700(111)/13, dated 30.03.2015, issued by Kar Evam Nibandhan Anubhag-7, Uttar Pradesh Shashan, Lucknow, it is provided that the stamp duty is payable upon the consideration amount which is payable/paid by the purchaser to the Development Authority. As such since the estimated consideration amount pertaining to land in question to be charged by Lucknow Development Authority by way of installments comes to Rs./-, upon which stamp duty worth Rs./- becomes payable, hence the stamp duty amounting to Rs./has been paid herewith by the purchaser, through e-stamp certificate manner it is clarified that full stamp duty as payable upon the sale

deed in respect of the aforesaid land stands paid by the purchaser/second party at the time of present agreement to sell. As such upon completion of payment of installments, the formal sale deed shall be executed by the seller in favour of the purchaser without charging any further stamp duty.

SCHEDULE OF PROPERTY

All	that	piece	and	parcel Luckne	of ow.	Commercial bearing	Plot I	No. CP-
lelineate	ed and	i marke	(d with	Italic Li	nes i) n the annexe	Square d map p	meter, lan which
orms pa	art of t	his dee	d. The	bounda	ries c	of the allotted	land are	as under
-								
Nor	th	:						
Sou	ıth	:						
Eas	t	;						
We	st							
Adhikar Lucknov these p Vipin K mentio Luckno	i (Sar w for bresen hand, ned be	mpatti)/. and, a ts in p Gomti N	Joint S on b is the resence lagar S	Secretary ehalf of purchase of the	y, Lu f th ser, l with	cknow Develope e seller/first have appendentesses at Pra now on the da	party party d their dhikaran	and Sr hands to Bhawan
Dated		.2022						
 Se	gnatui ection	- Officer Lucknow		2		For and on Seller/L.D.		
Nam S/O R/O	ne: : : : :	re				For and on Purchaser	behalf o	of I Party
		n :						

Prepared By :-	Drafted By :-
() Dealing Clerk	(Advocate Counsel For L.D.A. Mob. No